

**BRIEF DETAILS OF SALE DEED**

1. Type of property : Commercial
2. Mohalla : Rafi Ahmad Kidwai Ward Sector-4  
Gomti Nagar Ext. Lucknow
3. Property Details : Commercial space No. \_\_\_\_\_,  
Floor, "Chandra Arcade" situated at  
Plot No. 4/15A Sector-4 Gomti Nagar  
Ext. Lucknow, (U.P.)
4. Measurement : Square Meter  
Commercial space
5. Area of Property : Carpet area \_\_\_\_\_  
Sq.mtr.
6. Situation of Road : \_\_\_\_\_
7. Other Description : \_\_\_\_\_
8. Sale Consideration : Rs. \_\_\_\_\_/(Rupees  
\_\_\_\_\_ Only)
9. Market Value : Rs. \_\_\_\_\_/(Rupees  
\_\_\_\_\_ Only)
10. Stamp Duty : Rs. \_\_\_\_\_/(Rupees  
\_\_\_\_\_ Only)

No. of First Party: 1	No. of Second Party: 1
Details of Promoter	Details of Allottee(s)
<b>M/s Chandra Modern Builders India Private Limited</b> having its registered office at First Floor, Nikhilesh Palace, 17/4 Ashok Marg, Lucknow through its Director Mr. Alok Chandra Son of Late Naresh Chandra.	Mr. _____ Son of Mr. _____ R/o- _____

**SALE DEED**

This DEED OF SALE is made at Lucknow on this ....day of \_\_\_\_\_, 20\_\_\_\_\_.  
**BETWEEN**

**M/S CHANDRA MODERN BUILDERS INDIA PRIVATE LIMITED, a company incorporated under the Companies Act 1956, having its registered office at, First Floor, Nikhilesh Palace, 17/4 Ashok Marg, Lucknow through its Director Mr. Alok Chandra son of Late Naresh Chandra represented through his**

authenticated Power of attorney holder Mr. TribhuwanDuttTrivedi son of Late MeenakshiDutt R/o 172, Alam Nagar Road, Alambagh Lucknow vide the registered authenticated Power of attorney dated 20.12.2016, which is duly registered with Sub-Registrar-II, Lucknow, Vide Book No. VI, Vol. 14, Pages 117/126, Sl. No 71, dated 21.12.2016, **in the capacity of the “developer/owner”** (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**

**Mr. \_\_\_\_\_ Son of Mr. \_\_\_\_\_ R/o- \_\_\_\_\_.**  
(hereinafter referred to as the "Allottee", 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 ALLOTTEE of the Commercial space , of the other part.

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

**WHEREAS** the Promoter has purchased the Plot No. 4/15A, Plot area 1657.04 Sq. Mt. Sector-4 Gomti Nagar Ext. Lucknow from Lucknow Development Authority .vide registered agreement to sell dated 22.10.2022 which is registered in the office of Sub-Registrar-Sadar-III, Lucknow, Vide Book No. I, Vol. 15136, Pages 45/70, Sl. No 8485 dated 22.10.2022.

**AND WHEREAS** the map of Chandra Arcade constructed on land in Sector-4 Gomti Nagar Ext. Lucknow, has been approved by Lucknow Development Authority vide permit No. Retail Shop/09215/LDA/BP/22-23/2654/25082023 dated 03/10/2023

**WHEREAS** after purchasing the Land measuring 1657.04 Sq. Mt. in Sector-4 Gomti Nagar Ext. Lucknow, from LDA the Promoter has constructed multistoried commercial complex over the purchased land in the name and style of **Chandra Arcade** at Sector-4 Gomti Nagar Ext. Lucknow.

**WHEREAS** the Allottee have inspected the ‘said property’ and is fully satisfied of the same being up to the mark with regard to the quality of construction, the material used for construction, the facilities available after being fully satisfied in all respects whatsoever without any fear, pressure or inducement of any nature whatsoever is entering in to and executing this deed.

**WHEREAS** The Allottee have duly scrutinized and inspected the title, rights, interest, encumbrances, and right to construct the multi-storied complex on the Land acquired for the construction of the commercial complex in Sector-4/15A Gomti Nagar Ext. Lucknow, situated at Sector-4 Gomti Nagar Ext. Lucknow, the title

documents and other relevant papers and have also fully satisfied themselves with the title, rights, interest, encumbrances in respect to the property being conveyed in pursuance of the present sale deed.

**WHEREAS** The Promoter has further assured the Allottee that he has good, transferable rights in the demised property and there is no impediment or restriction on the transfer / selling of the said property by the Promoter to the Allottee. The Promoter has also assured the Allottee that the demised property is not under lis-pendens and is free from all sorts of litigation and Court attachment etc. The Allottee hereby admits and confirm and relying on the assurances so held out by the Promoter, the Allottee has agreed to purchase the demised property.

The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on \_\_\_\_\_ under registration No. \_\_\_\_\_

**AND WHEREAS** the Allottee/s after fully satisfying himself with the said facts and right and title of the Promoter to sell the commercial space, the subject matter of this sale deed, and after satisfying himself Allottee is ready to purchase the **Commercial space No. \_\_\_\_\_, on \_\_\_\_\_ Floor, measuring Carpet area- \_\_\_\_\_ Sq.mtr. in Chandra Arcade, situated at Sector-4 Gomti Nagar Ext. Lucknow, (U.P.).**

**AND WHEREAS, the Promoter represents, declares and assures the Allottee as under:-**

- (a) That Promoter is absolute owner of the **Commercial space No. \_\_\_\_\_ on \_\_\_\_\_ Floor, measuring Carpet area- \_\_\_\_\_ Sq.mtr. in Chandra Arcade, situated at Sector-4 Gomti Nagar Ext. Lucknow, (U.P.)**(herein after referred as the “**Said Commercial space**”) and no one else besides the Promoter has any right, claim, lien, interest or concern whatsoever on the said Commercial space and the Promoter has full right and absolute authority and right to sell and transfer the same to the Allottee and the Promoter has not entered into any kind of agreement / arrangement whatsoever with any person in respect of the said Commercial space to any other person (s).
- (b) That the title of the Promoter is absolutely clear and marketable and that the said Commercial space 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.

The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Commercial space at the time of application, the receipt of which the Promoter hereby acknowledges and the allottee hereby agrees to pay the remaining price of the commercial space as prescribed in the Payment plan as may be demanded

by the Promoter within the time & in the manner specified therein. Provided that if the Allottee delays in the payment towards any amount which is payable, he shall be liable to pay the interest .

- (c) That the Promoter hereby confirms and assures the Allottee that Promoter is not barred or prevented by any administrative/ statutory attachment order or notification from entering into the present transaction with the Allottee.
- (d) That the Promoter shall keep the Allottee 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.

**AND WHEREAS**, relying upon the aforementioned declaration and assurances of the Promoter, the Promoter hereby sells and the Allottee hereby purchases the said Commercial space for consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on the terms and conditions mentioned herein under:

**NOW THIS SALE DEED WITNESSES AS UNDER**

1. That the Promoter and Allottee had entered into an agreement/arrangement dated \_\_\_\_\_ and as Per arrangement the Allottee has paid the entire sale consideration to the Promoter of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and Promoter hereby admits and acknowledges to have received the entire sale consideration as per the schedule of payment mentioned at the end, rest all the terms and conditions of the above said agreement shall also be applicable and binding on the Allottee.
2. That the Promoter hereby absolutely sells conveys transfers and assigns the **Commercial space** No. \_\_\_\_\_, on \_\_\_\_\_ Floor, measuring Carpet area- \_\_\_\_\_ Sq.mtr. in **Chandra Arcade, situated at Sector-4 Gomti Nagar Ext. Lucknow, (U.P.)** with all the rights of ownership, possession, interest, easement and privileges appurtenant to the said COMMERCIAL SPACE to have and to hold the same unto the Allottee absolutely and forever.
3. That except the ownership right in the construction of the said property hereby sold the ALLOTTEE shall have no claim, right, title or interest of any kind in respect of the open land, land underneath of the said property and roof of the said property hereby sold. However, the ALLOTTEE of the said property shall have only the right to use all common facilities except as hereinafter provided. The ALLOTTEE will be absolute owner of the construction (the said property) only by virtue of the instant deed and the owner of the undivided proportionate share of the common areas and all common facilities. The ALLOTTEE shall have no claim against the Builder/ PROMOTER in respect of any item of work, quality of work, materials, installations etc. in the said property

hereby sold.

4. That the PROMOTER hereby assures the ALLOTTEE that the said property hereby sold is free from all sorts of encumbrances, such as prior gift, sale, mortgage attachment or any other registered or unregistered encumbrances and has good saleable and transferable rights in the said property hereby sold, if this fact is proved otherwise and/or if any person claims as result of which a part or whole of the said property goes out of the ownership of ALLOTTEE, then the PROMOTER shall be liable and responsible to the extent of such loss so suffer by the ALLOTTEE.
5. That the ALLOTTEE will have to ensure that all the common facilities are kept open for use and it will not encroach upon these facilities and they will not damage and/or demolish the said property, peripheries and load bearing walls, partition walls, common walls which are common with other parts and commercial spaces, office, built up area, floors, ceilings, sewer, drain pipes and appurtenances hereto in any manner.
6. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
7. 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said commercial space applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the

balance amount on re allotment of the apartment/plot or at the end of one year from the date of cancellation/withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said apartment/plot and also display this information on the official website of UP RERA on the date of re- allotment

8. This Agreement may only be amended through written consent of the Parties.

9.

10. That the ALLOTTEE hereby agrees and will be responsible for maintenance and repairs of the said property hereby sold, with belongings and appurtenances thereto in all respect and will keep in order the same and will pay regularly the proportionate maintenance charges mutually agreed between the PROMOTER/maintenance agency and group of ALLOTTEE with effect from possession and use by the ALLOTTEE. in case of any default in the payment of dues or any other default as aforesaid committed on the part of the ALLOTTEE, the PROMOTER will have a right to the cut off water supply, power supply etc. in respect of the said property hereby sold, besides the right of recovery, which will be the first charge on the said property hereby sold.
11. That the ALLOTTEE may sell or assigns its rights or titles conveyed to it through the instant deed in respect of the said property hereby sold to any individual, provided that the ALLOTTEE shall have no right to sell or transfer or assign its right or titles, to let or sublet, mortgage, charge or in any way encumber the said property till all maintenance, local taxes, lease rent etc. dues payable in respect of the said property are fully paid up and for this the ALLOTTEE shall take prior permission/ clearance in writing from the PROMOTER.
12. That if after execution of the deed of sale any addition or alteration in or about or relating to the said property hereby sold are required to be carried out by the Government or local authorities or the proposed body corporate, the same will be done by the ALLOTTEE only and the PROMOTER/ Builder shall not be responsible or liable for the same.
13. That the ALLOTTEE shall not use the said property hereby sold, for any purposes which are prohibited or forbidden under any law for the time being in force or which may be illegal and the ALLOTTEE shall also not use the same for any purpose of which may likely to cause the nuisance or annoyance to the other occupiers of the floors/ complex/ building or for any immoral purposes.
14. That the ALLOTTEE shall not store any goods of hazardous or combustible nature in the said property hereby sold or any materials which are so heavy as to affect the construction of the structure of the said property/ building/complex.

15. That the ALLOTTEE shall observe all the conditions, terms and covenants and shall also abide by law, rules and regulations and shall not commit any breach or violate any conditions laws or rules and regulations.
16. 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 Promoter, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand by the Allottee.
17. That the Allottee also agree to be bound by all the rules and regulation that are applicable and those that may be made applicable by the Promoter /Maintenance agency for the maintenance of the said Commercial space and the entire complex.
18. That the Promoter being absolute Owners of the Said Commercial space hereby sold is fully competent to transfer the same by way of sale to the Allottee hereto.
19. That the Promoter shall have the right to recover any increased amount of compensation payable to Lucknow Development Authority, Lucknow or any other authorities in future on account of decisions of Courts/ Tribunals for the land acquired/ resumed and Transferred to the Developer by the State Government, Lucknow Development Authority, Lucknow and the same shall be recoverable from the Allottee of the said Commercial space as and when intimated to them. This amount shall also include the cost of litigation incurred by the Promoter and/ or Lucknow Development Authority, Lucknow. That if any major city level infrastructure charges (such as embankment, ring road, flyover, metro etc. is provided by the Lucknow Development Authority, Lucknow, U.P State Electricity Board or any other authority (ies) of the Central Government/ State Government during the project period, , they are levied on the Promoter, Allottee shall pay proportionate charges of such infrastructure on pro-rata basis to the Promoter, as and when demanded by the Promoter.
20. 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 Promoter up to the date of allotment of the Commercial space and thereafter the same shall be paid and borne by the Allottee.
21. That the Promoter has delivered the vacant possession of the said commercial space hereby sold to the Allottee and the Allottee has been put into physical possession thereof on the date of execution and registration of this Deed.
22. That the Allottee, his heirs, successors and assigns are now entitled to enjoy all the rights of Ownership, interest, easements and appurtenances including proportionate right of land in the aforesaid Commercial space together with all the rights arising there from without any interruption or hindrance by the Promoter hereto and he will

also be entitled to get hisname mutated in the Nagar Nigam records or elsewhere in place of the Promoter's name as absolute Owners.

23. That the Allottee shall neither make nor allow to be made any addition or alteration in the said Commercial space or the building which may cause damage to the permanent structure like columns, projections and facade etc.
24. In case any minor alteration/amendments etc need to be carried out by the Promoter , the same shall be approved by the Promoter from the statutory/local authorities/bodies before the final handover of the commercial space to the allottee.
25. That except the said property herein transferred all common amenities and facilities within the said Commercial spaceshall be on undivided proportionate share.
26. The ownership & the right to use the terrace shall continue to vest with the Promoter.
27. That the Allottee shall not use the said Commercial space 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 buildingor for any illegal or immoral purposes, and shall not do or suffer anything to be done in or around the said Commercial space 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 Allottee shall use the said Commercial space for thecommercial purpose only.
28. That the Allottee shall have electric, telephone, water and other services (DTH+PNG) connections at his own cost and expenses without disturbing the permanent structure (s) and facade of the said property/building.
29. That the Allottee 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 Promoter, the same shall be recovered by the Promoter from the Allottee.
30. That the Allottee shall abide by all laws, bye-laws, rules, and regulation of the Govt./Local bodies/maintenance agency/AOA 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 Promoter 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 Allottee.



31. That the Allottee shall bear expenses of stamp duty registration charges, legal fee, and other expenses in connection with the execution and registration of this deed.
32. That it is understood by the parties that the said Commercial space 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 Allottee are essential so as to protect the rights of all the occupants.
33. That it is mutually agreed that save and except in respect of the said Commercial space hereby agreed to be acquired by the Allottee, 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&undivided proportionate share of the common areas such as lobbies, staircase, lifts, corridors. Right on Terrace shall remain the property of the Promoter.
34. That the Allottee 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.
35. That the Allottee confirms that no part of this transaction falls within the definition of 'Benami transactions' as given in amended section 2(9) (A) of the Benami Transactions (Prohibition) Act 1988 and that the purchase is well within the purview of the permitted transactions defined thereunder and if found otherwise in future then the buyer shall indemnify the Promoter for all such losses caused to the Promoter due to such misrepresentation.
36. That the Allottee shall not do any act or thing which may cause any damage to the lower adjoining or upper portion (said Commercial spaces) of the said Commercial space 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 Commercial space hereby sold by their respective Owners.
37. That all the passages, exits, entrances open space and staircase or other facilities by their very nature are to be utilized and enjoyed commonly.
38. That all the rates, taxes and liabilities accrued and payable after the execution of this deed in respect of the said Commercial space hereby sold shall be exclusive liability of the Allottee hereto and the Promoter shall not be liable for the same.
39. That the total area of the space transferred under this deed having carpet area measuring about \_\_\_\_\_ (\_\_\_\_\_) square meter and situate on \_\_\_\_\_ (\_\_\_\_\_) Floor as the space transferred under this deed is on the \_\_\_\_\_ (\_\_\_\_\_) Floor, the valuation thereof comes to Rs. \_\_\_\_\_/- only. However, the actual sale consideration is Rs \_\_\_\_\_/- on which the total

stamp duty payable is Rs. \_\_\_\_\_/-. Thus the market value of Commercial space comes to Rs. \_\_\_\_\_/- which is lower than sale consideration of Rs \_\_\_\_\_/-. thus stamp duty is calculated @ 7% on sale consideration, which comes to Rs \_\_\_\_\_/ and is being paid by the Allottee accordingly.

### **SCHEDULE OF PROPERTY**

**Commercial space**No. \_\_\_\_\_, on \_\_\_\_\_ Floor, measuring Carpet area- \_\_\_\_\_Sq.mtr. in Chandra Arcade, situated at, Sector-4 Gomti Nagar Ext. Lucknow, (U.P.)which is bounded as:-

### **BOUNDARIES**

East -  
West -  
North -  
South -

### **SCHEDULE OF PAYMENT**

(Inclusive of taxes)

1. Rs.

2. Rs.

Thus Promoter has received Rs \_\_\_\_\_/- as sale consideration and charges of Rs \_\_\_\_\_/-(i.e. total tax Rs \_\_\_\_\_/- against Service Tax/GST from the Allottee.

**IN WITNESS WHEREOF**, the Promoter, and Allottee (s) 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.

**PROMOTER**  
**PAN-AACCC8987F**

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**ALLOTTEE**  
**PAN-**

**Typed by :**

**Drafted by :**

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**Advocate**