

SHORT DESCRIPTION OF SALE DEED

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|------------------------------|---|--|
| 1. Type of Land | : | Residential. |
| 2. Pargana | : | Mohanlalganj. |
| 3. Village | : | Purseni (V Code 0085) |
| 4. Detail of Property | : | Plot No. _____ in 'Attalika Palms' at Mohanlalganj, Lko. |
| 5. Unit of Measurement | : | square meters |
| 6. Land Area of Property | : | _____ sq. mtrs. |
| 7. Built up Area of Property | : | N/A. |
| 8. Situated on | : | More than 500 mtrs. away from main Lucknow Rai Bareilly Highway. |
| 9. No. Trees/Boring/Well | : | N/A. |
| 10. Member Housing Society | : | No. |
| 11. Year of Construction | : | N/A. |
| 12. Sale Consideration | : | Rs. _____/- |
| 13. Valuation | : | Rs. _____/- |
| 14. Stamp Duty | : | Rs. _____/- |
| 15. Boundaries | : | |
| a. East | : | _____ |
| b. West | : | _____ |
| c. North | : | _____ |
| d. South | : | _____ |

Number of Seller: **1(One)**

Number of Purchaser: _____

Details of Seller	Details of Purchaser
M/s ATTALIKA REAL ESTATE (P) LTD. , a Company incorporated under the provisions of the Companies Act, 1956/2013 having its office at 248, Tej Kumar Plaza, 1 Trilokinath Road, Lucknow through its Director/Authorised Signatory _____.	Mr./Ms. _____ <i>resident of</i> _____ _____

SALE DEED

THIS DEED OF SALE is made and executed

BY

M/s ATTALIKA REAL ESTATE (P) LTD., a Company duly incorporated under the provisions of the Companies Act, 1956/2013 having its registered office at 248, Tej Kumar Plaza, 1 Trilokinath Road, Lucknow through its

Director/Authorised Signatory _____ (hereinafter referred to as the “**Seller**” which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, official receivers and assigns) of the **ONE PART**;

IN FAVOUR OF

Mr./Ms. _____ resident of _____ (hereinafter referred to as the “**Purchaser**” which expression shall unless repugnant to the subject or context mean and include his/her heirs, legal representatives, successors, nominee and assigns) of the **OTHER PART**.

WHEREAS The Seller is the absolute owner-in-possession of the land bearing Khasra Nos. 897, 896, 887, 863, 890, 885, 898 part, 889, 886, 847, 855 part having total area of 3.9079 hectares situated at Village Purseni, Pargana & Tehsil Mohanlalganj, District Lucknow (hereinafter referred to as the “**said land**”). The “said land” has been mutated in favour of the Seller after purchase thereof from its ex-owners and the name of Seller has been recorded in the related revenue records.

AND WHEREAS the Seller has also got approved the lay out plan of the “said land” for the residential plotting scheme from Lucknow Development Authority, Lucknow vide permit no. _____ dated _____ and the said scheme has been named as “ATTALIKA PALMS” (hereinafter referred to as the “**said scheme**”) in the Village Purseni, Pargana & Tehsil Mohanlalganj, District Lucknow, U.P.

AND WHEREAS being absolute owner-in-possession the Seller is well and sufficiently entitled to sell the said residential plots of various sizes and dimensions forming part of the “said scheme”.

AND WHEREAS no one besides the Seller has any interest, right or claim of any kind in the “said land”, which at the date hereof is free from all sorts of encumbrances registered or unregistered whatsoever may be and also free from legal disputes, attachments, loans of any financial institutions etc. and

the Seller has full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.

AND WHEREAS being desirous of purchasing a residential plot in the “said scheme” known as “ATTALIKA PALMS” situated in the Village Purseni, Pargana & Tehsil Mohanlalganj, District Lucknow, U.P. the Purchaser has approached the Seller and has requested for allotment of a plot by virtue of Application for Allotment dated _____ in the “said scheme” known as “ATTALIKA PALMS” and after considering the said request of the Purchaser and acceptance of the terms and conditions as contained in the Application for Allotment by the Purchaser the Seller has allotted Plot No. _____ admeasuring _____ **square meters** in the “said scheme” known as “ATTALIKA PALMS” situated in the Village Purseni, Pargana & Tehsil Mohanlalganj, District Lucknow, (hereinafter referred to as the ‘said plot’ and described fully in the schedule attached hereto) in favour of the Purchaser. The Seller has agreed to sell, transfer and assign the ‘said plot’ to the Purchaser and the Purchaser has also agreed to purchase the ‘said plot’ for a total sale consideration of **Rs. _____/-** only on the terms & conditions mentioned hereinafter.

NOW THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. CONSIDERATION & POSSESSION OF THE ‘SAID PLOT’:

a) THAT having received a sum of Rs. _____/- (Rupees _____) as mentioned in the schedule of payment at the foot of this sale deed, paid by the purchaser to the seller before the execution of this deed (the receipt of which is acknowledged by the seller) and the Purchaser agreeing to observe and perform the covenants, stipulations, exceptions, reservations herein contained and also the terms and conditions of the above-mentioned Application for Allotment, the Seller doth hereby sell, transfer, conveys the ‘said plot’ unto the Purchaser absolutely together with all rights, easements and appurtenances thereto in the ‘said plot’ TO HOLD the same by the Purchaser and the Seller hereby admits that nothing has been left with the Seller in the ‘said plot’ hereby transferred except as provided hereinafter.

b) That the Seller shall hand over the physical possession of the 'said Plot' to the Purchaser after receiving the full sale consideration as mentioned in the schedule of payment due.

2. SELLER'S COVENANTS WITH -THE PURCHASER:

a) That the absolute interest which the seller has transferred by way of this Sale Deed subsists and that the seller has good right, full power and authority to convey the 'said plot'.

b) That the 'said plot' is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the 'said plot' or any part thereof and proves the defects in the title/ownership of the Seller in respect of the 'said plot' the Seller shall indemnify the Purchaser to the extent of the sale consideration only.

c) The Seller hereby covenants with the Purchaser that there is no legal impediment in transferring the 'said plot' hereby transferred to the Purchaser through this sale deed.

3. PURCHASER'S COVENANTS WITH THE SELLER:

a. That the Purchaser undertakes that the 'said plot' shall always be used in accordance with the designated use i.e. residential only.

b. That the Purchaser hereby agrees that the 'said plot' shall not be sub-divided/fragmented in any manner whatsoever and the Purchaser hereby further undertakes that in case of transfer of the 'said plot' the same will be transferred by the Purchaser with the strict condition that 'said plot' will not be sub-divided/fragmented by the transferee.

c. That the Purchaser has inspected and has scrutinized all the papers related to the 'said plot' and the Purchaser has fully satisfied themselves about the absolute title/ownership of the Seller and right to sell and transfer

the 'said plot' and the Purchaser is also satisfied that the papers are complete in all respect and the Purchaser hereby agrees that he/she/it will not put any claim of any nature whatsoever.

d. That if after the execution of this deed any provision of the existing and future laws, guidelines, directions etc. of any government authority or any competent authority(ies) are made applicable to the 'said plot'/ "said scheme" and in compliance thereof any things/acts/addition/alteration are required to be carried out by the order of such government authority or local/competent authorities/bodies the same shall be done exclusively by the Purchaser(s) at his/her/their own costs and resources only and the Seller shall not be liable and responsible for the same in any manner whatsoever for which the purchaser under takes to indemnify the seller.

e. That the stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Purchaser. The Purchaser shall also be solely liable for due compliance of the provisions of Indian Stamp Act, 1899, rules, notifications etc. as applicable to the State of Uttar Pradesh.

4. COMMON AREA & MAINTENANCE:

a. That in order to provide necessary maintenance services the Seller upon completion of the "said scheme" shall hand over the maintenance of the "said scheme" to any society, association, body-corporate etc. (hereinafter referred to as the 'Maintenance Agency') as the Seller in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting of the common areas and common facilities will be organized by the nominated Maintenance Agency till handing over the common areas/facilities to the Association of Allottees or till the time period provided under the RERA Act/Rules whichever is earlier. The Purchaser hereby agrees and consents to the said arrangements and undertakes to pay the maintenance charges in advance which may be fixed from time to time by the seller/maintenance agency.

b. That the Purchaser shall be under obligation to abide by the rules and regulations framed time to time in respect of the maintenance of the “said scheme”.

c. That the Purchaser hereby assures and agrees with the Seller that whenever the title of the Purchaser in respect of the ‘said plot’ is transferred with or without built up area thereon, such subsequent transferee shall be bound by all covenants and conditions contained in this deed and before transferring the ‘said plot’, the Purchaser shall also obtain no dues certificate from the Seller/Maintenance Agency/Association of Allottees as the case may be.

d. The Purchaser, from the date of execution of the sale deed, hereby undertakes to pay directly to the Local Government/Authority existing or as may exist in future all rates, taxes, charges, applicable if any, in respect of the ‘said plot’ which may be at any time imposed upon the ‘said plot’ and built up area thereon, if any. Any liabilities in respect of the ‘said plot’ for the period before the execution of the sale deed would be the liability of the Seller.

5. GENERAL:

a. The Purchaser shall, hereafter or at any time hereafter, shall have no objection to the other Purchaser(s) of other plots developing or continuing with the development of other Plots adjoining the ‘said plot’ sold to the other Purchaser(s), provided that the Purchaser(s)/occupiers will not create any hindrance in respect of the ‘said plot’.

b. The “said scheme” shall always be known as “ATTALIKA PALMS” and this name shall never be changed by the Plot Purchaser (s) or anybody else.

c. The terms and conditions contained in this deed shall be binding on the purchaser/transferee/person claiming through the Purchaser, in respect of the ‘said plot’.

d. That the Purchaser has fully understood that the price of the ‘said plot’ does not includes development charges, infrastructure development charges,

infrastructure augmentation charges etc. or any/other charges that may be levied in future by the government/local body(s)/ authority(s), and the Purchaser hereby agrees to pay the same as and when demanded irrespective of the fact whether the same are imposed by retrospective or prospective effect, and in any case the Seller shall not be liable to pay the same.

e. The total valuation of the said Plot is Rs. _____/- is as under: That the area of 'said plot' hereby sold is of _____ sq. mtrs. and is situated in Village Purseni, Tehsil Mohanlalganj, Lucknow the Circle Rate of which is fixed by the D.M., Lucknow at Rs. _____/- per sq. mtr., the market value of 'said plot' comes to Rs. _____/-. Since the valuation as determined by the D.M. is less than the sale consideration of Rs. _____/- the stamp duty is being paid on the sale value which comes to Rs. _____/- by the purchaser. No construction exists over the 'said plot'.

DETAILS OF PAYMENT (Received)

Received sale consideration of Rs. _____/- (Rupees _____) only as paid by the Purchaser to the Seller as below before execution of this deed:

SCHEDULE OF PLOT

All the rights, title and interest of the Seller into and upon that piece and parcel of land being **Plot No.** _____ measuring _____ **sq. mts.** of the "said scheme" known as "ATTALIKA PALMS" situate in the Village Purseni, Pargana & Tahsil Mohanlalganj, District Lucknow U.P. also shown in Plan enclosed herewith and bounded as under:

East	:	_____
West	:	_____
North	:	_____
South	:	_____

IN WITNESS WHEREOF the seller through their Director/Authorised Signatory have executed this deed of sale in his sound disposition of mind without any pressure, compulsion, coercion & undue influence from anyone whomsoever in favour of the purchaser who also has accepted the execution of this sale deed on this _____ **day of** _____, **20**____ in the presence of following witnesses at Lucknow.

WITNESSES:

1.

SELLER

PAN _____

2.

PURCHASER

PAN (_____) _____

Drafted By: Lalit Mishra, Advocate,
Mohanlalganj, Lucknow.

Typed By: M. Kumar,
Lucknow.