# **BRIEF DETAILS OF SALE DEED**

1.	Type of property : Residential
2.	Mohalla : Sushant Golf City (Sector-F)
3.	Property Details: Flat No, on th Floor, TypeBHK in
	Group Housing-1, for Block-1B Sector-F "Building known as
	Amrit Heights -II" situated at Sushant Golf City,
	Sultanpur Road, Lucknow
4.	Measurement Unit : Square Meter
5.	Area of Property : Super area Sq. mtr.,
	Carpet area Sq. mtr.
	Covered area Sq. mtr.
6.	Situation of Road : More than 100.00 Mts. Away from Amai
	Shaheed Path and Sultanpur Road.
7.	Other Description : Entrance of Group Housing situated on
	45.0 Mtr. wide road.
8.	Sale Consideration: Rs/- 9. Market Value: Rs
	/-
10.	Total Stamp Duty : Rs/-

No. of First Party: 1	No. of Second Party: 1
Details of Vendor	Details of Vendee/s
Amrit Planners Private Limited	Mrson of
(PAN-AAHCP4059Q),a Company	resident of
incorporated under the	PAN-
Companies Act, 1956 having its	OCCUPATION-
office at Eldeco Elegant Tower,	MOBILE-
4rt Floor, Vibhuti Khand, Gomti	
Nagar, Lucknow, U. P. 226010	
through its authorized Signatory	
Mr. Manish Singh son of Shri	
Manoj Kumar Singh authorized	
vide Board Resolution dated	

### **SALE DEED**

This DEED OF SALE is made and executed at Lucknow on this ...<sup>th</sup> Day of ......, 2024.

#### **BETWEEN**

M/s Amrit Planners Private Limited (PAN-AAHCP4059Q), a Company incorporated under the Companies Act, 1956 having its office at Eldeco Elegant Tower, 4rt Floor, Vibhuti Khand, Gomti Nagar, Lucknow, U. P. 226010 through its authorized Signatory Mr. Manish Singh son of Shri Manoj Kumar Singh authorized vide Board Resolution dated ................. (hereinafter referred to as the "Vendor", 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 .....resident of .....; (hereinafter referred to as the "Vendee/s", which expression shall include his/ her/their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) 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 deed in relation to the Vendee shall be deemed as modified and read suitably as the context requires.

AND WHEREAS the Lucknow Development Authority, Lucknow has granted the map for construction the building khwons as "Amrit Heights -II" of Undivided share of land having area 3446.79 Sq. Mtr., IN Group Housing-1, for Block-1B, Sector-F "Building known as Amrit Heights -II" at situated Sushant Golf City, Sultanpur Road, Lucknow vide permit No. 43131 dated 06.12.2019

AND WHEREAS after purchasing the land measuring 3446.79 Sq. Mt. in Block-1B, (Tower-.... and ......), Sector-F, from Ansal Properties & Infrastructure Ltd., the Vendor has constructed multistoried residential apartments over the purchased land in the name and style of Amrit Heights -II" IN Sector-F at situated Sushant Golf City, Sultanpur Road, Lucknow & the said land is earmarked for the purpose of residential building project comprising with basement + G +13 Floor.

AND WHEREAS Lucknow Development Authority has issued Occupancy and Completion Certificate of Block-1B, (Tower ... and ...), Sector-F, Sushant Golf City, Lucknow vide Letter no. ----/EE/HTIG /.... dated ......

AND WHEREAS the Vendee has duly scrutinized and inspected the title, rights, interest, encumbrances, and right to construct the multi storied residential complex on the land purchased for the construction of the Block1B of "Amrit Heights -II" IN SECTOR-F at Sushant Golf City, Sultanpur Road, Lucknow, the title documents and other relevant papers and has also fully satisfied himself with the title, rights, interest, encumbrances in respect to the property being conveyed in pursuance of the present sale deed.

**AND WHEREAS** the Vendor has further assured the Vendee 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 Vendor to the Vendee. The Vendee hereby admits and confirm and relying on the assurances so held out by the Vendor, the Vendee has agreed to purchase the demised property.

AND WHEREAS the Vendee after fully satisfying himself with the said facts and right and title of the Vendor, is ready to purchase the Flat No. ...., on ......th Floor having Super Built-up Area of ....... Sq. Mt. i.e. ....... Sq. Ft., Carpet area of ....... Sq. Mt. i.e. ...... Sq. Ft., Type-...BHK in Group Housing-1, for Block-1B Sector-F "Building known as Amrit Heights -II" situated at Sushant Golf City, Sultanpur Road, Lucknow. AND WHEREAS, the Vendor represents, declares to the Vendee as under:-

- (a) That the vendor is the absolute owner of the Flat No. ...., on .......th Floor having Super Built-up Area of ....... Sq. Mt. i.e. ....... Sq. Ft., Carpet area of ....... Sq. Mt. i.e. ...... Sq. Ft., Type-...BHK in Group Housing-1, for Block-1B Sector-F "Building known as Amrit Heights -II" situated at Sushant Golf City, Sultanpur Road, Lucknow (hereinafter referred to as "the Said Flat/Unit/Apartment") and no one else besides the vendor has any right, claim, lien, interest or concern whatsoever on the said FLAT and the 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 of 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 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 inspected the "said FLAT and is aware of 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.

### AND WHEREAS the Vendee represents, declare, to the Vendor as Under:-

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 "Amrit Heights -II" IN SECTOR-F " in Block-1B.

**AND WHEREAS** upon the aforementioned declarations and assurances of the parties the Vendor hereby sells and the Vendee hereby purchases the said FLAT for consideration of **Rs. ....../- (Rupees ............ Only)** on 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 on ............. and the vendee thereafter has paid to the vendor the entire sale consideration of Rs. ....../- (Rupees ............. Only) 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. ...., on ......th Floor having Super Built-up Area of ....... Sq. Mt. i.e. ...... Sq. Ft., Carpet area of ...... Sq. Mt. i.e. ...... Sq. Ft., Type-...BHK in Group Housing-1, for Block-1B Sector-F "Building known as Amrit Heights -II" situated at Sushant Golf City, Sultanpur Road, Lucknow with usable car parking rights/facility of One covered Parking alongwith the said apartment 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 themselves at their own cost and they shall obtain necessary permission in this regard from the concerned authority/ authorities.

- 4. That Fire Safety Measures have been 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 or its nominated agency and for this purpose the Vendee shall pay the monthly charges as may be fixed from time to time to the Vendor or its nominated agency /Society/ Resident Welfare Association or its nominee and shall deposit with the society apart from the one time Interest Free Maintenance security/ sinking fund as per rules.
- 6. That the vendor/ Society/ Resident Welfare Association or its nominee shall have the right to disconnect the electrical connection/common services of the vendee in case of default of payment of monthly maintenance charges; which could be restored only as per the guidelines/discretion of the vendor/ Society/ Resident Welfare Association or its nominee.
- 7. That Vendee is also liable to pay maintenance charges other than mentioned hereinabove for maintenance of the township to Ansal Properties and Infrastructure Ltd., or its authorized maintenance agency. The Vendee assures that as and when required Vendee shall sign the

- separate maintenance agreement with the Ansal Properties and Infrastructure 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 has unrestricted and uninterrupted absolute 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 and is 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.
- 12. 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 sale/allotment of the Flat and thereafter the same shall be paid and borne by the Vendee.
- 13. That the Vendor 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 Vendee of the said Flat as and when intimated to them. This amount shall also include the cost of litigation incurred by the Vendor 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, consequent to which the proposed township will be directly or indirectly benefited), they are levied on the Vendor, Vendee shall pay proportionate charges of such infrastructure on pro-rata basis to the Vendor, as and when demanded by the Vendor.

- **14.** That the Vendor has delivered the legal possession of the said flat hereby sold to the Vendee and actual physical possession of the said flat shall be delivered as per mutual decided time between Vendor and Vendee.
- 15. That the Vendee, his / her 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 therefrom without any interruption or hindrance by the Vendor hereto and he/she/they will also be entitled to get his/her/their name(s) mutated in the Nagar Nigam records or elsewhere in place of the Vendor"s name as absolute Owners at their own cost and expenses, to which the Vendor shall not object.
- 16. That the Vendee shall from the date of possession maintain the said flat at his/her 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 bylaws 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.

- 17. 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.
- 18. 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.
- 19. 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 owners 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 Project. The terms and conditions shall mutatis mutandis be applicable upon subsequent transferees.
- 20. 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 expense of the encroacher without any notice.
- 21. 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/ the Resident Welfare Association formed under RERA Act, 2016.
- 22. 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 "Project /Block1B" 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 other activity, commercial or otherwise, except for residential purpose only.
- 23. 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 facade 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. The vendee will fix the external unit of the Air conditioning (AC) only at the place as prescribed by the vendor. In case of non compliance by the vendee the vendor may proceed for cancellation of the sale deed to reacquire back the demised property hereinabove.

- **24.** That the Vendor hereby confirms that the possession of the said flat shall be handed over by the Vendor to the Vendee to the satisfaction of the Vendee.
- **25.** That the Vendee shall have electric, telephone, water and other services connections at their own cost and expenses without disturbing the permanent structure (s) and facade of the said property/building.
- **26.** 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.
- 27. That the Vendee shall 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 byelaws/regulation by the Vendee.

- **28.** That the Vendee has borne expenses of stamp duty registration charges, legal fee, and other expenses in connection with the execution and registration of this deed.
- 29. 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.
- 30. That Vendor shall be entitled to make additions, raise storeys or to put up additional structures, additional towers etc. as per its convenience in all the area including rights to construct by way of permissible purchasable FAR and it shall be the sole property of the Vendor who shall be entitled to use or dispose off it in any way it choose without interference on the part of the Vendee/s. The Vendor shall be entitled to get road assess, electric, water, sanitary and drainage fittings for the additional structure/Tower with the existing Road, electric, water, sanitary and drainage sources etc. The vendee shall have no objection in it and it will be treated as No Objection from Vendee.
- 31. That it is mutually agreed that save and except in respect of the said flat hereby 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 Land and 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. To mainteain the uniformity of the building, Vendee shall not cover the balcony/terrace area by any type of grill or by any material without the prior permission of Vendor.
- **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 is Rs.
	20,000/- per Sq. Mtr. as the group housing is situated on above 45.00 mtr.
	wide road since the said land is not at corner but on two roads so after
	enhancement the 10 percent, the circlre rate comes to Rs. 22, 000/- per Sq.
	Mtr., and. Thus the value of the proportionate land area Sq. mtr.
	comes to Rs/- and the Flat is covered under the premium category
	value of covered area of Flat i.e sq. mts. which is calculated @ Rs/-
	per sq. mts. comes to Rs/-, thus the total value of proportionate land
	+ covered area is Rs/ Since the said flat is situated at floor so
	after taking rebate of%, the value of the flat comes to Rs/- which
	is less than sale consideration of Rs/- Therefore the stamp duty @7%
	comes to Rs/ Thus the total stamp duty Rs/- has been
	paid through e-stamp Certificate No.
	dated, on Consideration amount by Vendee.
	SCHEDULE OF PROPERTY
	Flat No, onth Floor having Super Built-up Area of Sq. Mt. i.e Sq. Ft., Carpet area of Sq. Mt. i.e Sq. Ft., Type-
	BHK in Group Housing-1, for Block-1B Sector-F "Building known as
	Amrit Heights -II" situated at Sushant Golf City,
	Sultanpur Road, Lucknow, (U.P.), which is bounded as:-
	<u>BOUNDARIES</u> East
	West
	North
	South

# **SCHEDULE OF PAYMENT**

Payment Date	Paid Amount	Transanction Details	Bank Details

Thus Vendor has received total consideration of **Rs.** ....../- from the Vendee/s and Vendor has acknowledges this receipt.

**IN WITNESS WHEREOF**, the Vendor and Vendee have set their respective hands with healthy and free mind on these present on the 5<sup>th</sup> day of February, 2024 first above written in presence of the following witnesses.

WITNESSES:-		
1.	(VENDOR)	
Mr		
S/o		
R/o	••••••	AUTHORIZED
Mob:,	SIGNATOR'	Y <b>MR.</b>
Occupation		
2. <b>(VENDEE)</b> Mr		
S/o		
R/o		
Mob:		
Occupation-		

Drafted By: Composed By:

Benkat Raman Singh
(Advocate) Dhananjay Singh
Civil Court, Lucknow

LAYOUT

BUILDING MAP/PHOTO

2

UNDERTAKING

I, (1) do hereby solemnly affirm and undertake			
	as follows:		
1.	That I am allottee of Flat No, onth Floor having Super		
	Builtup Area of Sq. Mt. i.e Sq. Ft., Carpet area of		
	Sq. Mt. i.e Sq. Ft., TypeBHK in Group Housing-1, for Block-		
	1B Sector-F "Building known as Amrit Heights -II" situated at		
	Sushant Golf City, Sultanpur Road, Lucknow (hereinafter referred to		
	as "the Said Flat/Unit/ Apartment") on the terms and conditions as		
	contained therein.		
2.	That We requested to company to get my sale deed registered of the		
	said unit in my favour being well aware of the fact that the unit will		
	be ready for possession by I undertake that I shall not raise		
	any claim for the period of possession.		
3.	That the seller is not offring club membership to me and as such I am		
	not interested in club membership.		
	VERIFICATION		
Solemnly affirme and undertake at Lucknow by (1)			
Dated Executant			

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3-

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# **UNDERTAKING**

I (1)
On day are signing this undertaking as an allotee of Flat No.
, Flat No, onth Floor having Super Built-up Area of
Sq. Mt. i.e Sq. Ft., Carpet area of Sq. Mt. i.e Sq.
Ft., TypeBHK in Group Housing-1, for Block-1B Sector-F "Building
known as Amrit Heights -II" situated at Sushant Golf City, Sultanpur
Road, Lucknow.

We undertake to sing a separate maintenance agreement with M/s Ansal API Infrastructure Limited and abide with all the Provisions laid down for the residents of Sushant Golf City Lucknow.

### Executant

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2-

3-