

DETAILS OF INSTRUMENT IN SHORT

Ward/Pargana	:	Lucknow
Village/Mohalla	:	Uttardhauna
V-Code	:	1083
Details of Property	:	Plot No. .... out of Khasra No. ....
Standard of measurement	:	sq.mtr.
Area of Plot	:	.....
Nature of property	:	
Consideration/ Valuation	:	₹ ...../- ₹ ...../-
Stamp Duty paid	:	₹ ...../-
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 20<sup>th</sup> day of February, 2019 BY M/S SPRING GARDEN, a partnership firm, having it's registered office at B-46, Vibhuti Khand, Gomti Nagar, Lucknow through it's partner ASHUTOSH KHARE son of Mr. Prem Dayal Khare permanent and

present resident of G-05, Tower-C, Shalimar Grand, 10, Jopling Road, Lucknow, (hereinafter referred to as SELLER’).

IN FAVOUR OF

..... Son of .....,  
permanent and present resident of  
..... (hereinafter  
referred to as the PURCHASER’).

WHEREAS the Seller is the owner of Plot No. ...., out of Khasra No. ...., situated at Village- Uttardhauna, Pargana Tehsil and District-Lucknow measuring ..... sq.mtr. more specifically detailed in schedule of property given at the foot of this sale deed (hereinafter referred to as the SAID PROPERTY’).

AND WHEREAS the seller purchased the said Khasra No..... measuring.....from its ex-owner through a registered sale deed dated..... vide Book No.I Jild..... at pages..... serial No..... registered in the office of Sub-Registrar-II, Lucknow.

AND WHEREAS above named seller entered into a Consortium Agreement with the owners of adjoining land vide Agreement dated ..... registered in Book No. IV Jild No. .... on Pages ..... at Sl. No. .... in the office of Sub-registrar-I, Lucknow and Document No..... dated.....vide Book No.IV Jild..... at pages..... serial No..... on ..... in the office of Sub-Registrar-I, Lucknow.

AND WHEREAS above named all the owners pooled their land for sanction of layout plan for Development Business to be run under the name and style of M/s Spring Garden as lead member of Consortium.

AND WHEREAS the layout plan has been duly sanctioned vide permit no. ...., dated .....

AND WHEREAS the scheme so developed by the Seller and its associates, has been named as "Spring Garden".

AND WHEREAS said M/s Spring Garden Projects is duly registered with RERA Vide Registration No. UP RERA .....

AND WHEREAS the seller as exclusive owner of the said property, which is free from all encumbrances whatsoever agreed to sell, transfer and assign absolutely the plot detailed in the schedule of property to the Purchaser for a sale consideration of ₹ ...../- (Rupees ..... Only) by way of ABSOLUTE SALE.

AND WHEREAS the seller has already received the said consideration amount from the Purchaser, the receipts of which seller hereby acknowledges.

AND WHEREAS the purchaser prior to the execution of this deed has inspected all the documents and necessary papers regarding the title of the seller in respect of the property hereby sold and fully satisfied himself/herself/themselves regarding the ownership rights of the seller in the said Plot and right to transfer the said Plot and purchaser has also examined the quality of work, material, etc. used towards development.

**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 seller.

3. That the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the purchaser hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser right of use and enjoyment of the property sold in any manner whatsoever.

4. 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.

5. That the purchaser and other occupants shall not keep or store or cause to be stored any objectionable articles, things, materials, and goods and shall not obstruct the ingress and egress of the other occupants.

6. That after handing over the possession of the Plot to the buyer, till the formation of society, the seller/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 all respective purchaser shall pay to the Seller/Authorised Agency towards such maintenance charges at the rate which will be mutually decided by the parties and after the formation of the society all purchaser shall pay to the society.

7. That the purchaser shall be liable to pay Interest Free Maintenance Fund (IFMS) to the seller.

8. 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 Seller/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, Seller/Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser.

9. 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 Seller/Authorised Agency will be entitled to withdraw all facilities and after payment of defaulted amount all services to be resumed.

10. 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 Seller/Authorised Agency/Society' who are 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 Seller/Authorised Agency/Society then in that event the new owner of owners of the said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the Seller/Authorised Agency.

11. That the Plot hereby sold shall be used by the purchaser for residential purposes and in no case, the purchaser can change the same other than the residential purposes.

12. That the seller represent 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 deprive 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 its successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed together with interest and damages and if at any time hereinafter by reason of any defect or omission on the part of the seller any person or persons make claims in the property hereby conveyed or any part thereof, then seller hereby agrees to refund the whole amount of sale consideration along with damages to extent of right affected in the said property by any defect or default or omission of the seller and to make good the loss suffered by the purchaser.

13. That the purchaser shall take his own electric connection from Lucknow Electric supply undertaking and purchaser shall obtain a "No Objection Certificate" from the seller for its purpose.

14. That the all taxes including Water Tax etc. payable in respect of the said Plot if any, shall be borne and paid directly to the concerned Authorities by the purchaser. The seller will not be responsible in any manner.

15. That the area of the plot hereby sold is ..... sq. ft. = ..... sq. mtr. the market value whereof for the purposes of stamp duty as per rates fixed by Collector Lucknow @ ₹ ...../- per sq. mtr. comes to ₹ ...../- only. The plot is situated on Two side roads hence 10% extra value comes to ₹ ...../-. Thus the total value comes to ₹ ...../- There is no construction on the said plot. Actual sale consideration of ₹ ...../- only. hence stamp duty of ₹ ...../- has been paid as per G.O. No. S. V. K. N.- 5-2756/11-2008-500(165)/2007 dated 30.6.2008 vide E-Stamp Certificate No. IN-UP0 dated .

16. That the Elevation and the front color scheme of the building to be constructed by purchaser on the plot hereby sold shall be as per design and the color approved by the Developer/Seller.

17. That this deed shall be presented for registration by the authenticated Power of Attorney Holder Mr. Arun Kumar Shukla son of ..... resident of..... which Power of Attorney is duly registered Vide Book No. 6, Jild No. .... Pages ..... Serial No. .... on ..... in the office of Sub-Registrar-....., Lucknow.

18. 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 the Purchaser have put our respective hands and thumb impressions to these presents on the date, month and year mentioned first above.

#### SCHEDULE OF PROPERTY

Plot No. ...., out of Khasra No. ...., situated at Village-Uttardhauna, Pargana Tehsil and District-Lucknow measuring ..... sq.mtr., and bounded as below :-

EAST :

WEST :

NORTH :

SOUTH :

WITNESSES :-

1.

SELLER

2.

PURCHASER

Drafted By:

Typed by:

Advocate  
Civil Court, Lucknow  
Mob. No. 9452296917  
Regn. No. 1320/1972

(JAGDEEP S. LAMBA)  
Civil Court, Lucknow