

Sale Consideration: Rs.

Market Value: Rs.

Stamp Duty Paid: Rs.

Ward: Rs.

DETAILS OF INSTRUMENT IN SHORT

1	Ward/Pargana	Bijnor
2	Mohala/Village	Utharthiya
3	Details of Property/Prmeises/ Flat (Property No.)	Premises/Flat No.____, in ____ wing on ____ floor of building known as Deserve Elite situated on Land admeasuring 11944.34 sq.mtrs. Bearing No.11/GH-7 in Group Housing situated at Sector 11 of VrindavanYojanaNo.III, at Rae Bareilly Road Lucknow, State of Uttar Pradesh
4	Standard of measurement	Sq.mtrs.
5	Super Area	
	Covered Area	
	Carpet Area	
6	Exclusive Verandah/Balcony/Terrace area	_____ Sq. Mtrs. i.e _____sq. ft.
7	Location Road	
8	Type of Property	Residential
9	Consideration	
10	Boundaries	
11	No of persons in first part (__) No of persons in second party (__)	
12	Details of Seller	Details of Purchaser
13	_____having its registered office at _____	_____having its registered office at _____through its Director/Authorized Signatory _____Authorised by Board Resolution dated _____

SALE DEED

THIS DEED OF SALE is made at _____ this ____ day of _____ BETWEEN Deserve Builders and Developer Ltd. a Company incorporated and registered under the provisions of the Companies Act, 1956 having its registered office at Deserve, CST Road Junction, Opp. University of Mumbai premises, Kalina, Santacruz (East), Mumbai 400098., through its Director/authorized signatory Mr._____ s/o _____ hereinafter referred to as the “VENDOR” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns) of the ONE PART AND M/s / Mr./Mrs./Ms._____ of ____ age about ____ years an adult Indian Inhabitant residing/office at _____ OR M/s_____ a partnership firm duly registered under the Indian Partnership Act 1932, bearing registration no._____ having it’s office at _____ through it’s partner Mr/Ms_____ residing at _____ authorized vide authority letter dated_____ copy of the same annexed hereto OR M/s _____ a company incorporated and registered under the provisions of the Companies Act, 1956 having it’s registered office at _____ through its duly authorized signatory Mr./Ms_____ residing at _____ authorized vide Board Resolution dated_____ certified copy of the same annexed hereto OR Mr._____ son of _____ aged about _____ for self and as the Karta of the Hindu Joint Family (HUF) known as _____ HUF, residing at _____ and having its place of business at _____ hereinafter referred to as the “PURCHASER” (which expression unless it be repugnant to the meaning or context thereof shall deem to mean and include his/her their respective heirs, executors and administrators) of the OTHER PART;

WHEREAS:

1. Vide an allotment letter dt.17/11/2012 a plot of land in Group Housing of Vrindavan Yojana No.III bearing No.11/GH-7(C), situated at Sector 11, at Rae Bareilly Road, Lucknow being allotted to the Vendor for development by “U.P. Awas Evam Vikas Parishad” constituted under the provisions of U.P. Awas Evam Vikas Parishad Act 1956 (hereinafter referred to as “the said Board”);
2. Vide an “Agreement for Sale for Group Housing” Dtd.06/04/2013 duly registered under Sr. No.5958 in Book No.1 Vol.No.15505 on page No.295 to 338 with the sub-registrar of assurances Lucknow (hereinafter referred to as “the said Agreement”), the said Board have agreed to grant development right and sell the premises/Flats/and also the aforesaid plot of land admeasuring 12034.26 sq.meters in Group Housing of Vrindavan Yojana No.III bearing No.11/GH-7(C), situated at Sector 11, at Rae Bareilly Road, Lucknow (hereinafter referred to as the “Said Land”) to and in favor of the Vendor herein Purchaser therein;

3. In pursuance to the said Agreement, the said Board vide Possession Letter Dt. 08/04/2013 handed over the physical possession of the said Land to the Vendor herein Purchaser therein for Development;
4. As the part of the said Land has been acquired for Road and Park by the said Board as such the area of the said Land stands finally modified by the said Board as 11944.34 sq.mtrs.as per letter Dt.10/09/2013 bearing reference No.2071/Y/10/48 duly signed by Pariyojana Prabandhak i.e. Project Manager Shri Roopchand thus the plot of land ad-measuring 11944.34 sq.mtrs in Group Housing of Vrindavan Yojana No. III bearing No.11/GH-7(C), situated at Sector 11, at Rae Bareilly Road, Lucknow (hereinafter referred to as the "Said Property") and more particularly described in the First Schedule hereunder written;
5. The Vendor in accordance with plans sanctioned by the concerned authorities known as Architect and Planning Unit of U.P. Awas and Vikas Parishad. The Developers have got approved from the Architect and Planning Unit of U.P. Awas avam Vikas Parishad the plans, specifications, elevations, sections and details of the Buildings to be constructed on the said property and obtained Approved Plan cum Commencement Certificate bearing No.1935 Dt. 11/11/2013 from Architect and Planning Unit of U.P. Awas and Vikas Parishad;
6. In accordance with the plans sanctioned by the Architect and Planning Unit of U.P. Awas Evam Vikas Parishad, the Vendor have developed the said property and have constructed thereon building known as "Deserve Elite" having 7 (seven) wings namely "A", "B", "C", "D", "E", "F" and "G" consisting inter-alia of ground floor plus such upper floors as sanctioned by the Concerned Development Authority (hereinafter referred to as the "said Building");
7. During the construction of the said building vide an Agreement for Sale Dt.____ duly registered with the Sub-Registrar of Lucknow under Sr. No.____ in Book No.____ Vol. No.____ on page No.____ to ____ , hereinafter referred to as the said "Flat Agreement", the Vendor herein Developers therein have agreed to sell, assign and transfer a Premises/Flat ad-measuring_____ sq.mtrs. i.e. _____ sq.ft.(Carpet area, calculated as per the definition of RERA Act.), bearing No.____ on _____ Floor in _____ Wing of said building known as "Deserve Elite" hereinafter referred to as the said Premises/Flat and more particularly described in the Second Schedule hereunder written and delineated with red colour boundary line on the plan annexed hereto along with the permission to use balconies/ verandahs admeasuring _____ sq.mts. and _____ parking of two/four wheelers in basement/stilt as permissible under the applicable law and of pro rata share in the common areas ("Common areas") as defined under clause (n) of Section 2 of the RERA Act to the Purchaser herein Allottee/Purchaser therein for the total consideration of Rs._____-/- (Rupees _____ only) and proper stamp duty charges,

registration charges and other charges as per the registration rules on the said Premises/Flat is being duly paid by the Purchaser at the time of the registration of the said Flat Agreement;

8. Vide a Sale Deed Dt._____ duly registered with the Sub-Registrar of Lucknow under Sr. No._____ in Book No.____ Vol.No.____ on page No.____ to____, the said Board have sold, assigned and transferred the said Property more particularly described in the First Schedule hereinafter written to and in favour of the Vendor herein;
9. After having constructed the said building the Vendor have obtained the requisite building Completion Certificate bearing No.____ dated _____ issued by the Architect and Planning Unit of U.P.Awas avam Vikas Parishad /Lucknow Development Authority, Lucknow hereinafter referred to as the said Completion Certificate (C.C).
10. Now after obtaining the said Completion Certificate (C.C) the said Premises/Flat is ready for possession hence Vendor has agreed to convey or transfer by way of sale the said Premises/Flat vide a Letter Dt._____ the Vendor called upon the Purchaser to take the possession of the said Premises/Flat after paying the balance consideration amount and other charges payable to the Vendor;
11. In pursuance to the said letter Dt._____ the Purchaser has/have paid the total consideration and other charges to the Vendor in respect of the said Premises/Flat and the Vendor has handed over to the Purchaser the vacant and peaceful possession of the said Premises/Flat;

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in pursuance of the said "Flat Agreement" Dt._____ duly registered with the Sub-Registrar of Lucknow under Sr. No._____ in Book No.____ Vol.No.____ on page No.____ to ____ , and in consideration of a sum of Rs. _____(Rupees _____ Only) paid by the Purchaser to the Vendor as per the 'Schedule of Payment' annexed hereto and the balance of Rs. _____(Rupees _____ Only) being paid vide a cheque Dt._____ bearing No._____ drawn on _____ Bank (the payment and receipt whereof the Vendor hereby admit and acknowledge) on or before the execution of these presents altogether amounting to Rs. _____/- (Rupees _____ Only) being the full and final consideration agreed to be paid by the Purchaser to the Vendor. The Vendor doth hereby sell, convey and transfer unto and in favour of the purchaser the said Premises/Flat being a residential Premises/Flat ad-measuring_____ sq.mtrs. i.e. _____ sq.ft.(Carpet area, calculated as per the definition of RERA Act) bearing No._____ on _____ Floor in _____ Wing of said building known as "Deserve Elite" built over the said Property being a plot land ad-measuring 11944.34 sq.mtrs in Group Housing of

Vrindavan Yojana No. III bearing No.11/GH-7(C), situated at Sector 11, at Rae Bareilly Road, Lucknow and more particularly described in the Second Schedule hereunder written and delineated with red colour boundary line on the plan annexed hereto to the Purchaser herein along with the permission to use ___ parking of two/four wheelers in basement/stilt as permissible under the applicable law and of pro rata share in the common areas (“Common areas”) as defined under clause (n) of Section 2 of the RERA Act who shall become the owner and shall enjoy the same in the manner provided and subject to the terms and conditions contained hereinafter.

2. That the Vendor and purchaser hereby covenant with each other as follows:

- a) That except the ownership right in respect of the said Premises/Flat hereby sold the purchaser shall have no claim, right, title or interest of any kind in respect of the open land, land underneath of the said building save and except the user thereof. However, the purchaser of the said Premises/Flat shall have only the right to use all common facilities as hereinafter provided. The purchaser will be absolute owner of the said Premises/Flat only by virtue of these presents and the common areas and all common facilities shall remain undivided.
- b) That the purchaser is authorized to get its name recorded and mutated in its own name by presenting these presents or its certified copy before the authority concerned.
- c) That the Vendor hereby assures the purchaser that the said Premises/Flat hereby sold is free from all sorts of encumbrances, such as prior gift, sale, mortgage, lease, tenancy, license, attachment or any other registered or unregistered encumbrances and has good saleable and transferable rights in the said Premises/Flat 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 Premises/Flat goes out of the ownership of purchaser, then the Vendor shall be liable and responsible to the extent of such loss so suffer by the purchaser.
- d) That the purchaser 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 Premises/Flat, peripheries and load bearing walls, partition walls, common walls which are common with other parts and flats, built up area floors, ceilings, sewer, drain pipes and appurtenances hereto in any manner. The purchaser will not make any structural or elevation alteration of whatever nature to the said Premises/Flat or any part of thereof without prior consent of the Vendor.

- e) That the taxes, if any, due in regard to the said Premises/Flat upto the date of possession of the said Premises/Flat to the purchaser shall be borne discharge paid and borne by the Vendor and hereafter and onwards by the purchaser and so long as the said Premises/Flat is not separately assessed, the taxes due on the whole block/building shall be proportionately paid by the purchaser in proportion to their share in the total carpet/built up area of the block/building. The vacant possession of the said Premises/Flat has already been handed over to the Purchaser at the time of the execution of these presents.
- f) That the purchaser and Vendor shall not in any manner demolish the said Premises/Flat hereby sold or any part thereof.
- g) That the purchasers hereby agrees and will be responsible for maintenance and repairs of the said Premises/Flat 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 Vendor/maintenance agency/ Association Of Apartment Owners and group of purchasers with effect from possession and use by the purchasers. However, presently the said rate is as agreed upon as per letter and satisfy all calls, demands and contributions to the Vendor on the basis of Municipal assessment of all taxes, insurances, premium, salaries of the persons like Manager, Electrician, Chowkidar, Sweepers, insurance and other necessary expenses and the incidental charges for preservation and maintenance of the building/apartment without any default which may be increased or decreased as and when mutually agreed by the Vendor/ Association Of Apartment Owners and group of purchasers as per circumstances and the purchasers shall also abide by the rules and regulations framed in respect thereof and shall also permit the Vendor/ Association Of Apartment Owners and its surveyors and agents with or without workmen and others at all reasonable times with prior permission to enter into the said Premises/Flat for the purposes of repairing, maintaining, rebuilding, cleaning, lighting and keeping order all the services, electric wires, structure or other convenience etc. in the said property/building, besides the right of recovery, which will be the first charge on the said Premises/Flat hereby sold.
- h) The Purchaser shall abide by and observe all the conditions, terms and covenants of the Sale Deed, approvals governing the Said Building / Said Complex, rules framed by the Vendors and / or the nominated maintenance agency (Facilities Management Agency / FM Agency) , Association Of Apartment Owners) and all laws, bye-laws, rules and regulations stipulated by LDA (Lucknow Development Authority) including the conditions mentioned in the completion certificate, referred herein above, and/or the Municipal, Local and other Government or Statutory bodies and to abide the provision of the Uttar Pradesh Apartment

(Promotion of Construction, Ownership and Maintenance) Act, 2010 and its Amendment in 2016, Real Estate (Regulation and Development) Act, 2016. and rules made thereunder, and shall remain responsible and shall keep the Vendors and purchasers/ occupiers of other premises/Flats in the Said Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.

- i) The Vendors have agreed to organize operation, upkeep and maintenance of various services and facilities provided in the Said Complex as a facilitator through its nominated agency, (herein “Maintenance Agency”) for the initial period of one year from the date of issue of completion certificate or the date by which 60% (Sixty per cent) of the apartments have been handed over to the allottee(s), whichever is earlier in compliance with The Uttar Pradesh Apartment Act’2010 and its subsequent amendment. The Purchaser/s have agreed and undertaken to enter into a Maintenance & Management Agreement (herein “Maintenance Agreement”) executed/to be executed between the Vendors, Purchasers & the Maintenance Agency. The Purchaser/s have undertaken to deposit with the Maintenance Agency, an Interest Free Maintenance Security (herein “IFMS”). For availing various services and facilities provided in the said Building, the Purchaser/s have paid, in advance, for initial period of one year on account of Maintenance Charges towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges, etc., as per the terms of the Maintenance & Management Agreement. Thus, the Maintenance Agency shall be entitled to disconnect the said services and facilities including the electricity supply & power back-up in the event of default or delay / default in payment of said maintenances charges by the Purchaser/s, after expiry of initial period. Purchaser/s may be permitted to transfer the Said Apartment only after obtaining no dues from the Maintenance Agency.
- j) The Maintenance & Management of the said Building shall be handed over to Association Of Apartment Owners within a period of one year from the date of issue of completion certificate or the date, by which 60% (sixty percent) of the apartments have been handed over to the Purchasers, whichever is earlier. However, in case such Association is not formed, Maintenance Agency may opt to continue to provide maintenance and management services of the said Building and the Purchasers agree to continue paying the maintenance charges as may be decided by Vendors/Maintenance Agency in terms of the Maintenance & Management Agreement. The Purchaser/s promise, agree and undertake to become member of such Association Of Apartment Owners and to pay membership fee on its constitution / formation as per its bye-laws.

- k) That the purchaser may sell or assigns its rights or titles conveyed to him/her/it through these presents in respect of the said Premises/Flat hereby sold to any individual, provided that the purchaser 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 Premises/Flat till all maintenance, local taxes, dues payable in respect of the said Premises/Flat are fully paid up.
- l) That if after execution of these presents any addition or alteration in or about or relating to the said Premises/Flat 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 purchaser only and the Vendor/Developer shall not be responsible or liable for the same.
- m) That the purchaser shall not use the said Premises/Flat 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 purchaser 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 of or for any immoral purposes.
- n) That the purchaser shall not store any goods of hazardous or combustible nature in the said Premises/Flat hereby sold or any materials which are so heavy as to effect the construction of the structure of the said building.
- o) That the purchaser 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.
3. That the Premises/Flat transferred under this deed bearing No.____ is situated on the ____floor of the ____ Wing of the Building known as “Deserve Elite” is a residential property having a carpet area (calculated as per the definition of RERA Act) admeasuring _____sq. mtr. i.e._____ sq.ft. The actual sale consideration being Rs. _____. The stamp duty of Rs. _____is being paid on market value of the property.
4. That all the expenses and costs of this sale transaction, like stamp duty and registration fee etc. have been borne by the purchaser.
5. The Vendor hereby covenant with the purchaser to comply with fulfill observe and perform all the statutory provisions of the concern laws of Government, Semi Government, public or local bodies as may be applicable in respect of the said Premises/Flat, building and the property as if same are set out herein and forming part of this Deed.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that pieces and parcel of land admeasuring 11944.34 sq.mtrs. Bearing No.11/GH-7 in Group Housing situated at Sector 11 of VrindavanYojanaNo.III, at Rae Bareilly Road Lucknow, State of Uttar Pradesh:

Bounded as follows:

North : 12.00 Mt. wide Road.

South : Plot No.11/GH-8.

East : Park.

West : 30.00 Mt. wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

A self contained Shell Flat (Raw Flat) or Premises/Flat admeasuring _____ sq.mtrs. i.e. _____ sq.ft. (Carpet area, calculated as per the definition of RERA Act.) bearing No. ___ in _____ Wing on ___ floor in wing “_____” of the Building known as “Deserve Elite” situated on property bearing No.11/GH-7 in Group Housing situated at Sector 11 of VrindavanYojanaNo.III, at Rae Bareilly Road Lucknow, State of Uttar Pradesh.

Bounded as follows:

North :

South :

East :

West :

IN WITNESS WHEREOF the parties hereto have put their respective hands on the day and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED)
The Vendor)
Through its Director/Authorized Signatory)
Mr. _____)
Pursuant to the)
Resolution of its Board of Directors)
Passed in that behalf on the _____ day)

Of _____ .)

In presence of)

1))

2))

SIGNED SEALED AND DELIVERED)

BY WITHIN NAMED)

Flat Purchaser)

Mr./Mrs./M/s _____)

In the presence of)

1.))

2.))

Receipt No. _____

RECEIPT

RECEIVED with thanks from Mr/Mrs/M/s _____ a sum of **Rs.** _____/-
(Rupees _____ only) and Rs. _____/- (Rupees _____ only) as applicable Service
Tax in all amounting to Rs. _____/- (Rupees _____ only) vide Cash/Cheque No.
_____ dated _____ Drawn on _____, _____ Branch subject to realization towards
balance amount of consideration out of total consideration amounting to Rs. _____ (Rupees
_____ only) of a Flat bearing No. ___ on ___ floor in ___ wing in Building known as “Deserve
Elite” constructed in Group Housing scheme on the Plot bearing No.11/GH-7 (C) situated at
Sector 11 of Vrindavan Yojana No.III, at Rai Bareilly Road, Lucknow.

Dated this ___ day of _____ 20 ____.

WE SAY RECEIVED,

Rs. _____/-

(Rupees _____)

(Deserve Builders & Developer Ltd.)

Authorised Signatory

WITNESS:

- 1.
- 2.

ANNEXURE :

SCHEDULE OF PAYMENT DULY RECEIVED

i. Paid a sum of Rs. _____ (Rupees _____ Only) through
Cheque/RTGS bearing Cheque No/UTR No. _____ dated
_____ drawn on _____ Bank, Lucknow.

ii. Paid a sum of Rs. _____ (Rupees _____ Only) through
Cheque/RTGS bearing Cheque No/UTR No. _____ dated
_____ drawn on _____ Bank, Lucknow.