

SALE DEED

Date of Execution :
Place of Execution : Lucknow
Sale Consideration : Rs./-
Market Value : Rs./-
Stamp Duty : Rs. .../-
Ward : Chinhat

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	:	Residential
2.	Ward	:	Chinhat
3.	Mohalla	:	Vinamra Khand, Gomti Nagar, Lucknow.
4.	Details of Property	:	Flat No. in Tower/Block-..... on the Floor in the Building known as "....."
5.	Standard of measurement	:	Sq. meters
6.	Location Road	:	Not on Segment Road
7.	Type of Property	:	Flat
8.	Carpet Area	 Sq. Meters (.....)
9.	Covered area	: Sq. Meters (.....)
10.	Consideration	:	`/- (Rupees only)
11.	Boundaries	:	EAST : WEST : NORTH : SOUTH :
12.	No of persons in First Part (1) No of persons in Second Part (1)		
13.	Details of SELLER	:	Details of PURCHASER
	M/S Purvanchal Construction Works Pvt. Ltd., a company incorporated under the Company Act, 1956 having its registered office Purvanchal Plaza, L.S.C. A-7, 2nd Floor, Mayur Vihar Phase-II, New Delhi-91, through its Authorised Signatory, Srison of		Sri son of Resident of

THIS DEED OF SALE IS EXECUTED BETWEEN **M/S Purvanchal Construction Works Pvt. Ltd., a company incorporated under the Company Act, 1956 having its registered office Purvanchal Plaza, L.S.C. A-7, 2nd Floor, Mayur Vihar Phase-II, New Delhi-91, through its Authorised Signatory, Srison ofAuthorized by Board Resolution dated**

(hereinafter collectively referred to as the **"Seller"** which expression unless repugnant to the context shall mean and always mean and include its successors, legal representatives, executors and assigns) of the **ONE PART** in favour of (hereinafter referred to as the **"PURCHASER"** which expression unless repugnant to the context shall mean and always mean and include his respective heirs successors legal representatives executors and assigns) of the **OTHER PART**.

WHEREAS this Sale Deed is executed between, the Seller and PURCHASER in respect of Flat No. in Tower/Block-.....on the Floor in the building known as **"Purvanchal Kings Court"**Lucknow, measuring Carpet Area aboutSq. feet i.e.Sq. Metres, super area sq. feet i.e. sq. meters and built up area sq. feet i.e.sq. meters (hereinafter referred to as the "Said Property") more clearly detailed and described at the foot of this deed in the schedule of property.

DECLARATION ON THE PART OF THE SELLER

1. PRESENT TITLE OF THE PROPERTY

WHEREAS National Hydroelectric Power Corporation Ltd. has purchased the All that places and parcel of land admeasuring about 8240.40 sq. meter there out, bearing Freehold plot no. GH-2, Vinamra Khand, Gomti Nagar Scheme, Lucknow from Lucknow Development Authority, Lucknow vide registered Sale Deed dated 18-06-2001 registered in Book No. I Volume 255 Page 205 Addl. File Book No. I Volume 307 Pages 1125/1140 at No. 4791 on 18-06-2001 in the office of Sub-Registrar-II, Lucknow; AND

WHEREAS later on National Hydroelectric Power Corporation Ltd. got constructed a residential building on the said plot of land ;AND

WHEREAS later on National Hydroelectric Power Corporation Ltd. has decided to sell the property and got NOC from Lucknow Development Authority, Lucknow vide their letter no. 425/Bulk Sale dated 03-01-2008 to sell this property and invited tender for its sale of residential complex with land admeasuring 8240.40 sq. meter, vide their NIT No. NH/FMD/DL-LKO/II DATED 24-06-2010 and Tender No. NH/FMD/DL-LKO-I and after a bid the Seller was declared as successful bidder of tender submitted by it on 12-08-2010 for Rs. 13,51,00,000/- (Rupees Thirteen Crore Fifty One Lacs only), which was

accepted by the Seller vide its letter no. NH/CC-II/LKO/II/2890-93 DATED 20-10-2010; AND

WHEREAS later on National Hydroelectric Power Corporation Ltd. has transferred the land & Residential Building built over Freehold Plot of Land No. GH-2, situate at Vinamra Khand, Gomti Nagar, Lucknow measuring about 8240.40 sq. meter in favour of the Seller vide registered Sale Deed dated 20.04.2011 registered in Wahi No. 1, Zild No. 10844, Page 239 to page 318 at No. 4847 in the office of Sub-Registrar-II, Lucknow; AND

WHEREAS the Seller in order to drive optimum utility from the said land intended to construct multi storied residential flats, got constructed the building named **“Purvanchal Kings Court”** (hereinafter to as **“the said building”**) identifying **Towers** in pursuance of Permit No. 40346 dated 26.04.2016 issued by Lucknow Development Authority, Lucknow; AND

WHEREAS the Seller wanted to sell Flat No. in Tower/Block-..... on the Floor in the building known as **“.....”** built over Freehold group housing Plot of Land No. GH-2, situate at Vinamra Khand, Gomti Nagar, Lucknow, Carpet Area aboutSq. feet i.e.Sq. Metres, super area sq. feet i.e. sq. meters and built up area sq. feet i.e.sq. meters with proportionate right in land and PURCHASER being interested in purchasing the same have offered a sum of `/- (Rupees only) which offer the Seller has accepted;

2. NAME OF RESIDENTIAL BUILDING

That the Seller constructed the building on the said Freehold Plot as mentioned above after sanction of Map and the Name of Building is named as **“Purvanchal Kings Court”** which cannot be changed in future.

3. PURCHASER DESIRE TO PURCHASE

That the PURCHASER desired to purchase and was allotted a Flat No. in Tower/Block-..... on the Floor in the building known as **“Purvanchal Kings Court”** built over Freehold Plot of Land No. GH-2, situate at Vinamra Khand, Gomti Nagar, Lucknow, measuring Carpet Area aboutSq. feet i.e.Sq. Metres, super area sq. feet i.e. sq.

meters and built up area sq. feet i.e.sq. meters with proportionate right in land.

ENQUIRIES DONE BY THE PURCHASER BEFORE TRANSFER OF TITLE

- 1- That the flat 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.
- 2- That the PURCHASER have examined and satisfied themselves of the title of the Seller and have seen all the papers with regards to the same.
- 3- That the PURCHASER have also examined the nature of construction and quality work of the Flats and/or building and is fully satisfied with it.

SALE CONSIDERATION

WHEREAS after the verification by the PURCHASER in respect of the title of the Seller and Quality of Construction, the PURCHASER offered a sum of Rs./- (Rupees only) as sale consideration of the said property which offer has been accepted by the Seller and given its consent on the sale consideration amount of Rs./- (Rupees only) in its sound disposition of mind without any pressure, compulsion, undue influence and coercions and agrees to sells and transfers the said property in favour of PURCHASER by way of ABSOLUTE SALE ;

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS

1. TRANSFER OF TITLE

THAT in consideration of the premises hereinbefore rectified and of the several covenants and agreement hereinbefore and hereinafter contained in the part of PURCHASER to be performed and observe and further in consideration of Rs./- (Rupees only) paid by the PURCHASER to the Seller before execution of Sale Deed, the receipt of which the Seller do hereby acknowledge, the Seller do hereby sell, transfers, conveys and assigns Flat No. in Tower/Block-..... on the Floor in the building known as **“Purvanchal Kings Court”** built over Freehold Plot of Land No. GH-2, situate at Vinamra Khand, Gomti Nagar, Lucknow, Carpet Area aboutSq. feet i.e.

.....Sq. Metres, super area sq. feet i.e. sq. meters and built up area sq. feet i.e.sq. meters with proportionate right in land more particularly described in schedule of property at the foot of this deed.

2. POSSESSION

THAT the vacant possession of the flat hereby sold has been delivered by the Seller to the PURCHASER with all rights, privileges so far held and enjoyed by the Seller to hold and enjoy the same by the PURCHASER, free from all sorts of encumbrances.

3. RIGHTS OF SELLER

THAT the Seller has no right over the terrace of the Buildings.

**DECLARATION AND OBSERVANCE AND RESPONSIBILITY ON THE PART OF
THE PURCHASER**

1. USE OF COMMON AREA

That the PURCHASER and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open spaces and other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said residential apartments, parking of personal vehicles in the allotted parking spaces shall however, be permitted.

2. NATURE OF FLAT TO BE OWNED BY THE PURCHASER

That the said property hereby transferred be used for residential purpose only. That the PURCHASER are entitled to transfers the aforesaid Flat by way of sale or of any other legal mode. That the said Flat will not be used by the PURCHASER or their transferees for any commercial activities and the same will be protected from dust, fire and smoke etc. and eco-system to be maintained.

3. PAYMENT OF TAXES AND OTHERS DUES

- (a) THAT the PURCHASER will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Flat by any authority or body or Govt. from time to time.
- (b) THAT the Seller shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Flat by any authority or body or Govt. till the date of execution of this deed.

(c) THAT in case any dues are outstanding against the Seller or its predecessors in interest in respect of property hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the Seller and not of the PURCHASER.

4. MAINTENANCE

- (a) That the PURCHASER are liable to pay Interest Free Maintenance Security (IFMS) to the Seller before execution of the Sale Deed.
- (b) That the Seller will maintain the premises till the formation of Association by the residents of Purvanchal Kings Court.
- (c) 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 recover the same through Court of Law at the cost of the PURCHASER.

5. ELECTRIC CONNECTION

As per provision of MVVNL (Madhyachal Vidyut Vitaran Nigam Limited) of UP Power Corporation Ltd, the Seller has been sanctioned Electric Supply at single point for bulk loads with single point metering system for it's Multi-storied residential complex named the Seller as a deemed franchisee of U.P. Power Corporation, will provide Electric Connection to each flat through meter, as per assessed load and all cost related to electrical connection including security deposit (as applicable time to time) demand charges, cost of three phase meter, energy charge and service charges shall be borne by PURCHASER from the date of offer for possession and such charges will be applicable from the proposed possession date provided by the Seller as per there offer for possession.

6. EXPENSES IN RESPECT OF SALE DEED

THAT all the expenses for execution and registration of this sale deed shall be borne by the PURCHASER and in case any deficit or penalty in respect of payment of stamp duty is levied, the same shall be borne and paid by the PURCHASER.

GENERAL CLAUSES

1. FORMATION OF SOCIETY

That after handing over the possession of the Flat to the buyers/PURCHASER, till the formation of society, the Seller / Authorised Agency are maintaining the water main, sewer lines, common passages, lift, stair-case and other common facilities leading to ingress and egress of the flat, the built-up area of which is 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.

2. LIABILITY OF PURCHASER

- A- That before transfer of the said flat either by PURCHASER or any of their transferee(s), the PURCHASER or any of their transferee(s) shall have to obtain the 'No Objection Certificate' from the 'Seller/Authorised Agency/ Society', who are maintaining the aforesaid building 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 Objection Certificate' from the 'Seller/Authorised Agency/ Society', then in that event the new owner or 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/ Association'.
- B- That in case of resale of the Flat by the PURCHASER, the transferee shall always be bound by the terms and conditions contained herein.
- C- That after the execution of this deed the purchaser may get his name mutated in the relevant record of the competent authority and other concerned authorities on the basis of this deed and seller shall have no right to object in the matter. However seller shall cooperate with the purchaser for the said before if the same is required by purchaser.

3. JURISDICTION

THAT in case of any dispute arising under this deed the same shall be decided by the respective Court at Lucknow.

- 4. THAT neither PURCHASER nor the Seller will in any manner block the common passages to the stair or stairs going up and down. In case if anybody does so, the association/occupiers of the other Flats shall have a right to remove such obstructions forthwith with the cost of the wrong doers.

5. THAT the PURCHASER shall not store in their Flat any goods of hazardous or combustible nature or which are so heavy as to effect the construction or structure of the building of the other owners.
6. That the PURCHASER shall keep the flat in good conditions so as not to endanger, the safety of the flats on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force major in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore then the PURCHASER agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the carpet area of his/her/their flat bears to the sum total carpet area of all the apartments existing at the time of the destruction, provide that the cost of the civil works of the apartments hereby sold a kin to the apartment as existed at the time of destruction would be borne by the PURCHASER of the respective flats. The PURCHASER of the ground floor shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association Society of PURCHASER as described hereinabove.
7. THAT the PURCHASER shall not at any time dig, demolish or cause to be dug or demolish any part of the said building.
8. THAT the PURCHASER are not permitted to make any alteration in the elevation of the building and outside colour scheme of the building at any time.
9. THAT the PURCHASER undertakes and agrees not to chisel, chip in any manner or cause damage to any of the structural materials, pipes, ducts, electric wires and other fittings passing or contained in his flat or in any other part of the said building.
10. THAT the PURCHASER shall not throw or accumulate any dirt, filth, rubbish, garbage, rags or other roughage or permit the same to be thrown or accumulate in any portion of the building.
11. THAT the PURCHASER shall have no right to cover the balconies and terrace area of the attached flat in any manner by making temporary or permanent construction or install any kind of instrument on the balconies grills and outer walls of the flat.

12. INDEMNIFICATION

THAT if any relative, successors, heirs of Seller or any person claims any right or privileges in respect of the property hereby transferred it shall be rendered illegal and void by virtue of present Sale Deed and if the PURCHASER are deprived of aforesaid Flat by reason of any defect in the title, the Seller hereby undertake to indemnify the PURCHASER against all losses suffered by the PURCHASER due to such loss or losses.

13. That this sale deed has been drafted by the undersigned as per instructions and documents provided by the parties for which they shall be responsible.
14. That the identification of the parties has been done on the basis of the documents provided by them.

VALUATION AS PER CIRCLE RATE

1. LOCATION OF ROAD

THAT the flat transferred under this deed is situate at Vinamra Khand, Gomti Nagar, Lucknow, which is not on Segment Road or any other roads given in Circle Rate List, issued by Collector, Lucknow.

2. CALCULATION FOR STAMP DUTY

That the proportionate area of the land hereby sold is about sq. meter (..... sq. meters X / 100 = sq. meter) (proportionate area for only stamp duty purposes) the value whereof @ `/- per sq. meter comes to `/-. The building is situated on two side roads hence 10% extra value comes to `/-. The building is storied and the built up area of flat is about sq. meter and value thereof @ `/- per sq. meter comes to `/-. The total value of land and construction of the flat comes to `/-. However the actual sale consideration being `/- only vide E-Stamp Certificate No. **IN-_____ dated _____**

SCHEDULE OF PROPERTY

Flat No. in Tower/Block-..... on the Floor in the building known as **“Purvanchal Kings Court”** built over Freehold Plot of Land No. GH-2, situate at Vinamra Khand, Gomti Nagar, Lucknow, measuring Carpet Area aboutSq. feet i.e.Sq. Metres, super area sq. feet i.e. sq. meters and built up area sq. feet i.e.sq. meters with proportionate right in land which is bounded as under:-

EAST :

WEST :

NORTH :

SOUTH :

**Total Sale Consideration Received `/- (Rupees
only).**

IN WITNESS WHEREOF the parties have put their respective signatures on this deed of sale on the date, month and year first above written in presence of following witnesses.

WITNESSES

1.

SELLER

PAN

2.

PURCHASER

PAN -