

Sale Deed of E.W.S. House including land belonging to Lucknow Development Authority, situated at Sector M-1, Aashiyana, Kanpur Road, Lucknow

Ward : Vidyawati Devi Nagar
Sale Consideration :
Stamp Duty :
V-Code :

SUMMARY OF DEED

- | | | |
|--|---|---|
| 1. Type of Land | : | Residential |
| 2. Ward/Pargana | : | Vidyawati Devi Nagar |
| 3. Mohalla/Village | : | Sector M-1, Aashiyana, Kanpur Road
Lucknow |
| 4. Details of Property | : | E.W.S. House No. |
| 5. Unit of Measurement in
(Hect./Sq. meter) | : | Sq. meter |
| 6. Area of Property | : | |

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7. Details of Road : N.A.
(As per Segment Road)
8. Other details : ____ meter wide road
(9 mtr. Road/corner etc.)
9. Type of Property : Residential

BOUNDARIES :

North :
South :
East :
West :

Details of Sellers

1. **LUCKNOW DEVELOPMENT AUTHORITY**, through its Prabhari Adhikari (Bulk-sale), office situated at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow.
2. **M/s. ANSAL HOUSING & CONSTRUCTIONS LTD.**, through its Authorized Signatory Meheshwar Niyazi, Dy.Manager(Legal), Branch Office B-2, K.K.Apartment, Dalibagh, Lucknow, Head office situated at 15, Upper Ground Floor, Indra Prakash, 21, Barakhamba Road, New Delhi.

Details of Purchaser/s

1. Aged aboutyears W/o. R/o.
.....

SALE - DEED

THIS SALE DEED is made between **(1) LUCKNOW DEVELOPMENT AUTHORITY**, through its Prabhari Adhikari (Bulk-sale), office situated at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow & **(2) M/s. ANSAL HOUSING & CONSTRUCTIONS LTD.**, through its Authorized Signatory (Legal), Branch Office-B-2, K.K.Apartment, Dalibagh, Lucknow, Head office situated at606 6th floor , Indra Prakash, 21, Barakhamba Road, New Delhi (hereinafter jointly referred as the **"SELLERS/FIRST PARTY"**, which expression unless repugnant to the context shall always mean and

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include the sellers themselves, its executors, administrators, legal representatives and assigns) on the **ONE PART**.

A N D

..... Aged about **35** years W/o. R/o.
..... (hereinafter referred to as the **"PURCHASER/SECOND PARTY"** which expression unless repugnant to the context shall always mean and include the purchaser himself/herself/themselves, his/her/their heirs, successors, legal representatives and assigns) on the **OTHER PART**.

WHEREAS, the land for the planned development of Lucknow was acquired by Lucknow Development Authority under Kanpur Road Scheme, Lucknow, according to provisions of Land Acquisition Act 1894, through State of U.P. The special Land Acquisition Officer passed the award on behalf of state and delivered the possession of acquired land to the L.D.A. free from all encumbrances.

AND WHEREAS, out of the aforesaid acquired land under Kanpur Road Scheme a piece of land was given by L.D.A. to M/s. Ansal Housing Finance and Leasing Company Ltd., 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi, through Allotment Letter No. 107/CA/PB-16, dated 06.12.1986, as Licensee for development of the said land bearing an area of 113.13 Hectare, which forms Sector-M & N, in Kanpur Road Scheme of L.D.A. And an agreement to the said effect was entered upon between both parties i.e. L.D.A. & M/s. Ansal Housing Finance and Leasing Company Ltd., 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi, which is presently known as M/s. Ansal Housing and Construction Ltd., 606, Indra Prakash Building, 21, Barakhamba Road, New Delhi-110001.

AND WHEREAS in the aforesaid agreement whereby the land was given on license basis for development to the builder, certain terms and conditions were mentioned thereby the Developer has to carry out the development in accordance with and after approval of scheme from the Lucknow Development Authority, amongst other conditions under Clause 9.7, the developer is under obligation to construct E.W.S. House as per the applicable specification and norms. The Registration and allotment of E.W.S. Houses shall be done by the L.D.A. after obtaining complete information from the builder. However, vide order dated 19.02.2009 passed by the Vice-Chairman, L.D.A., which was conveyed to the Licensee vide letter no. 126/S.E./09, dated 27.02.2009 sent by acting Chief Engineer, L.D.A. informing that the Licensee was also permitted to make allotment of the E.W.S. Houses after construction regarding remaining E.W.S. Single Storied Houses at Sector-M-1, Kanpur Road Scheme, having 1233 number of houses to be allotted by it. The minimum area of E.W.S. House shall not be less than 30 sq.

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meter land wherein one room, kitchen, latrine-bathroom shall be constructed, certain other conditions were also mentioned.

AND WHEREAS the permission to make allotment after construction of remaining 1233 single storied E.W.S. houses which was conveyed to the Licensee through the aforementioned letter dated 27.02.2009 was revoked by the Vice-Chairman, on the ground that the permission of allotment was in contravention of the term of the license agreement regarding allotment of E.W.S. Houses as mentioned in Para-9.7 of the agreement dated 07th May, 1988. The order of revocation was conveyed to M/s. Ansal Housing and Construction Ltd., 3/101, Vishwas Khand, Gomti Nagar, Lucknow through letter no. 287/VC/EES/09, dated 19.11.2009. As such writ petition No. 9582 (M/B)/2009, Arun Kumar Mishra & others (the allottees) ..Vs.. State of U.P. & others, was filed before the Hon'ble High Court of Judicature at Allahabad Lucknow Bench, Lucknow, wherein the Hon'ble High Court vide order dated 09.10.2009, passed the order "till then no fresh allotment shall be made either by L.D.A. or by M/s. Ansal Housing & Construction Ltd. and the allotment already made shall not be cancelled". The writ petition no. 9580 (M/B)/2009, was also filed by M/s. Ansal Housing and Construction Ltd. ..Vs.. State of U.P. & others.

AND WHEREAS, due to pendency of the aforesaid writ petitions before the Hon'ble High Court, the matter was pending since a long time and due to stay order passed by the Hon'ble High Court, the execution and registration of the sale deeds was not possible and further work was totally paralyzed. As such the representation was given before L.D.A. by the Licensee and in pursuant to the said representation the meeting was held between the committee headed by Vice-Chairman, L.D.A. in presence of the representatives of the builder/licensee. After full discussion the proposal was finally approved by the Vice-Chairman, L.D.A. on 02.05.2018. Pursuant to such settlement the LDA has accorded it's approval for execution and registration of the sale deed with certain terms and conditions which shall be henceforth binding upon the licensee i.e. Ansal Housing & Construction Ltd.

AND WHEREAS, the licensee M/s. Ansal Housing & Construction Ltd. has withdrawn the writ petition No. 9580 (M/B)/2009 which was filed by the Company before the Hon'ble High Court. Another writ petition no. 9582 (M/B)/2009 has also been withdrawn. Hence at present there is no-encumbrance in execution and registration of the sale deeds regarding already allotted single storied 591 E.W.S. houses after the compliance of the terms as agreed by way of settlement between both parties in the meeting as held and approved by the Vice-Chairman, L.D.A. dated 02.05.2018.

AND WHEREAS, as per the details submitted by the licensee/builder which is also supported by the affidavit that the E.W.S. House no..... bearing the plot area ofsq. meter, having covered area ofsq. meter, situated at..... Sector M-1, Aashiyana, Kanpur Road Scheme, Lucknow, has been allotted to

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..... Aged about.....years W/o.....
R/o..... in consideration amounting to **Rs.....** and
freehold charges @ 12% amounting to Rs. have been charged
from the allottee and the same has been also deposited in L.D.A. An affidavit
on behalf of the Ansal Housing and Construction Ltd., has also been given by
the Deputy Manager wherein it is specifically mentioned that the constructed
house is not raised on the un-acquired land and the construction has been
done in accordance with approved Map plan of L.D.A. The details of amount of
freehold deposited in L.D.A. has also been mentioned and it is further
mentioned that if any, ambiguity or any short comings may be found or any
dispute may arise then in all such conditions the Ansal Housing and
Construction Company Ltd., shall be responsible.

Since all the formalities have been completed, hence the necessity for
execution of present sale deed.

HENCE THIS SALE DEED WITNESSETH AS UNDER

1. That in consideration of alongwith freehold charges amounting
to as well as the amount payable towards cost of
structure/constructed single storied EWS House amounting to Rs.....)
having paid by the purchaser, the seller has fully sold, transferred and
conveyed the EWS House No..... situated Sector M-, Aashiyana,
Kanpur Road, Lucknow, details of which have been morefully detailed in
"Schedule of Property" given at the foot of this deed.
2. That the possession of the aforesaid House has been delivered to the
purchaser at the time of execution of the present deed.
3. That by virtue of the present sale deed the purchaser shall have full rights to
use, occupy, possess and enjoy the aforesaid house as absolute owner/s
thereof.
4. That it is hereby clarified that till the present scheme after making full
development as required under the law is not delivered to the Nagar Nigam,
Lucknow, the development and the maintenance of roads, drains, sewer etc.
shall be the duty of the Licensee of L.D.A. i.e. M/s. Ansal Housing &
Construction Ltd.
5. That the land as described in "Schedule of Property" alongwith construction as
mentioned therein is being transferred through this deed and the purchaser
shall have no right to encroach upon the drainage, road or any part of land
which is meant for public purposes. And the purchaser shall be confined to

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enjoy the property upto the area and demarcation only as mentioned in the "Schedule of Property" given at the foot of this deed.

6. That the electricity connection shall be directly taken by the purchaser from the Electricity Department on the basis of present sale deed and there shall be no requirement for getting the NOC either from the Developer/M/s. Ansal Housing & Construction Ltd. or from L.D.A.
7. That the provision for sewer in the house has already been developed and the same is also connected with the house hereby sold and likewise the development of sewer line has also been made and the same is duly connected with the house hereby sold. Even then, if any deficiency is found under the law, then the developing Agency – M/s. Ansal Housing & Construction Ltd. shall be responsible.
8. That the purchaser shall have to make payment of tax and charges to the Nagar Nigam, as well as Jal Sansthan and other Department as may be demanded by them under the law.
9. That if in future the seller may be directed to make payment towards compensation to the farmers on higher rate under the judgment and order passed by court of law then the seller shall be entitled to make demand pertaining to increased amount of compensation payable to the farmers in proportionate manner and upon such demand in future the purchaser shall be liable to make payment of the aforesaid amount lawfully demanded by L.D.A. for making payment to farmers towards increased amount of compensation. And the purchaser covenant to abide by the same. And the said consideration shall be equally applicable to the transferees of the purchaser who shall be bound to make payment if demanded by L.D.A. in this regard.
10. That the purchaser covenants with the seller to abide by all the rules, regulation passed by L.D.A./State Government from time to time and the same shall be binding and applicable upon the purchaser.
11. That no legal proceedings of any kind may be commenced beyond the territorial limits of Lucknow Jurisdiction.
12. That in case of any dispute arising out of these presents pertaining to the property in question, then the matter shall be referred for Arbitration and the Vice Chairman L.D.A., shall appoint the Arbitrator and the matter shall be referred to him. The decision given by the Arbitrator shall be final and binding upon both the parties.
13. That in case at any time it may be found that the purchaser have obtained the allotment by fraud or mis-representation, undue influence etc. then the

allotment will be cancelled and if a sale deed is executed on the basis of such allotment obtained by fraud, undue influence etc. then the sale deed may also be cancelled according to law, and 50% of the sale price will be forfeited.

14. That the terms and conditions as contained in the present deed shall also be equally applicable to the transferees/heirs of the property in question.
15. That the expenses for execution and registration of this deed shall be borne by the purchaser.
16. That the purchaser has paid the total consideration amount to the seller through Developing Agency amounting to Rs.----- in respect of the aforesaid property, the property hereby sold through this deed is single storied E.W.S. House, for which vide Government Order Notification No. K.N. 5-3056/XI-2001-312(381)-99, dated 04th August, 2001, published in the U.P. Gazette, extra part 4, Section (Kha) dated 4th August, 2001 p. 2, the maximum stamp duty payable for E.W.S. Houses has been fixed Rs. 500/- . And as such the stamp duty has been paid herewith accordingly. The possession of house will be given after the execution of sale deed. As per the Govt. order Notification No.13/No.,K.N 7-440/(III)-2015-700(111)/13 lucknow dated 30 March 2015, the registration/court fee will applicable 2% on the consideration amount.

SCHEDULE OF PROPERTY

Constructed E.W.S. House alongwith land bearing House No. having an area of sq. meter, situated at Sector M-1, Aashiyana, Kanpur Road Scheme, Lucknow, delineated and marked with Italic Lines in the annexed map plan, which forms part of this deed. The boundaries of the demised land are as under :-

North	:
South	:
East	:
West	:

IN WITNESS WHEREOF, _____ as Prabhari Adhikari Sampatti (Bulk-sale), Lucknow Development Authority, Lucknow for and on behalf of the Seller and Sri(Legal) as Authorized Signatory for and on behalf of the Licensee M/s. Ansal Housing & Construction Ltd., and the purchaser in person, both parties have appended their hands to these presents in presence of the witnesses at Pradhikaran Bhawan,

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Vipin Khand Gomti Nagar, Lucknow on the day, month and year mentioned below.

Lucknow

Dated :

Witnesses :-

1. Signature :
Name :
Address :
.....
L.D.A., Lucknow

**for and on behalf of
(Seller/L.D.A)**

2. Signature.....
Name.....
Father's Name.....
Address.....
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**For and on behalf of the
Developer/Licensee -
M/s. Ansal Housing & Const.
Limited.**

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Purchaser/s

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