

BRIEF DETAIL OF SALE DEED

- | | | | |
|----|------------------|---|---|
| 1. | Type of property | : | Residential |
| 2. | Ward | : | Raja Bijli Pasi |
| 3. | Mohalla | : | Aurangabad Khalsa |
| 4. | Property Details | : | Flat No. on
Floor, Type-...., Block-.....,
Situated at Gram-
Aurangabad Khalsa,
Ward-Raja Bijli Pasi, Tah-
Sarojani Nagar, Lucknow,
(U.P.) |
| 5. | Measurement Unit | : | Square Meter |
| 6. | Area of Property | : | Super area
sq.mts. Built-up area
..... sq.mtr. |

		Carpet Area (As per RERA)
	sq.mtr.
7.	Situation of Road	: 250 Mtrs. away from Amar Shaheed Path.
8.	Other Description	: above 18.00 Mt. wide road
9.	Pertaining to the member of House Society	: N.A.
10.	Sale Consideration	: Rs./-
11.	Market Value	: Rs./-
12.	Stamp Duty	: Rs./-

No. of First Party: 1	No. of Second Party: 2
Details of Seller	Details of Purchasers
M/s Rajvansh Estates Pvt. Ltd. a Company Duly Constituted Under Companies Act, 1956, having its registered office at 803B, Jatepur Dakshini Karorimal Ka Hata , Sumer Sagar, Gorakhpur-273001, through its Director/authorized signatory Mr. Ravindra Nath Singh.	(1) wife ofand (2)son of both residents of

SALE DEED

This DEED OF SALE is executed at Lucknow on this day of, 2018.

BETWEEN

M/s Rajvansh Estates Pvt. Ltd. a Company Duly Constituted Under Companies Act, 1956, having its registered office at 803B, Jatepur Dakshini, Karorimal Ka Hata, Sumer Sagar, Gorakhpur-273001, through its Director/authorized signatory Mr. Ravindra Nath Singh
(hereinafter referred to as the “**Seller**”, 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

(1) **wife of**
..... **and (2)**
.....**son of**
....., **both residents of**
.....

...(Hereinafter referred to as the **"Purchasers"**, 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.

WHEREAS the SELLER are the owner and in possession of **Flat No. B-..... on Floor, Type-....., Block-....., measuring Super area sq.mts. built-up area sq.mtr. Carpet Area (As per RERA)sq.mtr. situated at Gram-Aurangabad Khalsa, Ward-Raja Bijli Pasi, Tah-Sarojani Nagar,Lucknow.** (hereinafter referred to as **"THE SAID FLAT"**),

AND WHEREAS initially Major Govind Madhav Singh was the owner in possession of land Khasra No. 1578 situated at Village-Aurangabad Khalsa, ward-Raja Bijli pasi, Tehsil-

Sarojani Nagar, Lucknow, who had executed an agreement to sell on 02.04.1985 in favour of Mr. Sunil Handa S/o Mr. K.K.Handa and Mr. Ravi Kumar Tandon Son of Kali Charan Tandon, which was duly registered in the office of Sub-Registrar, Lucknow vide Book No.I, Jild No.3085 on pages 114/115 at serial No.11861.

and whereas said Major Govind Madhav Singh expired after leaving behind his legal heirs and successors Mr. Om Prakash Singh, Mr. Shiv Prakash Singh, Mr. Vijay Prakash Singh, Mr. Jai Prakash Singh, Mr. Ajay Prakash Singh all sons of Late Major Govind Madhav Singh as such Mr. Om Prakash Singh, Mr. Shiv Prakash Singh, Mr. Vijay Prakash Singh, Mr. Jai Prakash Singh, Mr. Ajay Prakash Singh became the bhumidhar of the said property and they got mutated their names in the records of revenue record Uttar Pradesh.

AND WHEREAS Mr. Sunil Handa S/o Mr. K.K.Handa filed a suit No. 132/86 against Mr. Om Prakash and others in the Court of Hon'ble Civil Judge (Senior Division), Lucknow which was registered as R.S. NO. 132/1986 Mr. Sunil Handa and othersVs. Mr. Om Prakash and others.

And whereas the said suit was finally decided on dated 30.05.2011 by the Court of Civil Judge (Senior Division)

Lucknow on the basis of settlement between first and second party.

AND WHEREAS Mr. Om Prakash Singh, Mr. Shiv Prakash Singh, Mr. Vijay Prakash Singh, Mr. Ajay Prakash Singh all sons of Late Major Govind Madhav Singh & Mr. Ravi Kumar Tandon son of Mr. Kali Charan Tandon, as a confirming party and Mr. Sunil Handa S/o Mr. K.K. Handa as a confirming party executed registered sale deed in favour of M/s Rajvansh Estates Pvt. Ltd. through its Director Mr. Ravindra Nath Singh which was duly registered in the office of Sub-Registrar-I, Lucknow in Book No. I, Jild No. 12914 on pages 387/516 at serial No. 9186 dated 24.06.2011 and M/s Rajvansh Estates Pvt. Ltd. through its Director Mr. Ravindra Nath Singh mutated in the revenue department Uttar Pradesh and as such M/s Rajvansh Estates Pvt. Ltd. through its Director Mr. Ravindra Nath Singh became the owner of the said property.

And Whereas M/s Rajvansh Estates Pvt. Ltd. has applied layout for developed and constructed a multistory group housing complex residential flat known as "Rajvansh Residency" on the said land as per plans sanctioned and approved by the Lucknow Development Authority, Lucknow vide permit No. 34019 dated 17.11.2012.

And Whereas on the strength of above sale deed dated 24.06.2011 M/s Rajvansh Estates Pvt. Ltd. constructed a multistoried building over the said Khasra No.1578, known as "**Rajvansh Residency**", situated at Aurangabad Khalsa, Ward-Raja Bijli Pasi, Tah-Sarojani Nagar ,Lucknow.(U.P.)

AND WHEREAS on the strength of the above, the seller is entitled to execute the sale deed in favour of the Purchaser, and Seller is legally entitled to transfer the aforesaid property in favour of any person or persons as per his choice.

AND WHEREAS the Purchaser has gone through the title deed and has inspected all the document in respect of the said property hereby sold and the Purchaser is fully satisfied about the right title and interest of the seller.

AND WHEREAS Purchaser wants to purchase the flat for his/her residential purpose as such the Purchaser contacted the SELLER and wished to purchase the **said flat**. The SELLER have accepted the same and have agreed to sell the said flat total sale consideration of **Rs.**
...../- **(Rupees**
.....).

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That the SELLER has transferred **Flat No. B-..... on Floor, Type-....., Block-....., measuring Super area sq.mts. built-up area sq.mtr. Carpet Area (As per RERA)sq.mtr. situated at Gram-Aurangabad Khalsa, Ward-Raja Bijli Pasi, Tah-Sarojani Nagar, Lucknow** completely described at the bottom of this deed, to the Purchaser for a total sale price of Rs./- (Rupees Only) and the entire amount of sale consideration has been paid by the Purchaser to the SELLER as per schedule of payment, given at the bottom of this deed, being the full and final payment, the receipt of which the SELLER hereby acknowledge and nothing remains balance in this connection and the SELLER transfer all that rights, privileges, easements, comforts etc. to the Purchaser which were previously enjoyed by the SELLER.
2. That the absolute right, title and interest with all easements, in respect of the said flat, shall vest and belong to the Purchaser and no other person or persons or successors of the SELLER shall have any right to use or enjoy the same in any manner whatsoever.

3. That this sale deed is made on this representation by the SELLER, that the flat, hereby transferred, is the absolute property of the SELLER and the same is exclusively owned and possessed by them and the SELLER is legally entitled to transfer the same in the manner hereby done and the same is free from all sorts of encumbrances, liens, attachments, mortgages, charges etc. and no litigation or dispute in respect of the title of the SELLER is pending in any court of law or with any authority and the SELLER has absolute power to transfer the same.
4. That all type of taxes/charges/dues, such as house tax, Electricity Bill and water tax, if any, prior to possession of the said flat shall be paid by the SELLER and after the possession of the said flat all type of taxes/ charges shall be paid by the Purchaser.
5. That the PURCHASER may get his/her name mutated in the relevant record of Nagar Nigam, Lucknow or before any other authority or authorities on the basis of this sale deed.
6. That the entire expenses regarding the execution and registration of this sale deed such as typing charges, stamp duty, registration fee, counsel's fee and other

misc. expenses, deficiency in stamps, if any, has been paid by the Purchaser and for which SELLER shall not be responsible in any manner whatsoever.

7. That the SELLER have delivered the vacant and physical possession of the said flat, hereby transferred, to the Purchaser today i.e., at the time of execution of this Sale Deed.
8. That the purchaser shall abide by all the laws, rules and regulations or any law as may be made applicable to apartments, storage spaces, car parking spaces other common areas facilities and amenities.
9. That the Purchaser and other occupant of the building will not block the common passages/stair cases, coming up and down, for the ingress and egress of the occupants of the building. The Purchaser will not damage/dig hole or holes in the roof or floor of the said flat nor he will demolish the same or carry out any alteration without the consent of seller, hereby transferred.
10. That the walls dividing the flat from each other shall be in common and joint ownership of the owners of the respective flat.

11. That the purchaser shall maintain the walls, floors and the roof of the premises transferred under this deed in good conditions and shall not do any things which may affect the life of the building or cause inconvenience to the occupants of the adjoining space or portion of the other floors immediately above the flat respectively.
12. That the purchaser shall not store in the said flat any goods articles or things of hazardous, inflammable, combustible nature or prohibited by law.
13. That the purchaser shall not do any activity which create noise pollution in the building.
14. That the purchaser shall not use the flat or any part thereof for commercial purpose.
15. That the purchaser and other occupants of the said building shall form society for maintenance of the building in which the seller shall have the right to nominate one person as his/her/their representative.
16. That the purchaser of the flat will have to join a society/association who shall be responsible for the maintenance of the entire building and for other matter concerning the building the expenses so incurred would be shared by the purchaser as per share of the area

under his/her ownership. Till such time the association is fully formed and becomes functional the seller would look after the affairs of the building on behalf of the purchaser and the purchaser would pay the proportionate charges to the seller every month in advance.

17. That the expenses towards maintenance, repairs, redecoration etc. of the main structure, gutters, rain water pipes, boundary wall, access roads, lawns, painting and redecoration of the exterior of the complex, lift, generator, Electricity Supply System and water supply system, salaries of watchman, sweepers etc for the maintenance and upkeep of the complex shall be contributed proportionately by each & every residential flat owners.
18. That the rules and regulations of the Flat Act would be applicable to the said property.
19. That the seller is already registered in RERA, its registration No. UPRERAPRJ9587 dated 29.07.2017
20. That the construction is same as shown in the map annexed herewith which is true and correct.

21. That the Built-up area of the flat, hereby to be transferred, is Sq. mtr. as such its value calculated @ Rs. 24,000/- per sq.mtr., as fixed by the Collector, Lucknow for the said flat situated in Gram-Aurangabad, Ward-Raja Bijli Pasi, Tah-Sarojani Nagar, Distt- Lucknow (U.P.) becomes to Rs./-. And proportionate land for calculation of market value of the flat i.e. 33% of Built-up area sq.mts. valued @ Rs. 13,000/- per sq.mts. (for 18 mtr and above wide road) which becomes Rs./-, thus the value of Built up area of flat + proportionate land comes to Rs./-, which is less than sale consideration, as such stamp duty is payable on Sale Consideration . Both the purchasers will be the 50% & 50% shareholder /owner of the said flat, as such consideration amount of Purchaser No.1 is Rs. Since the purchaser No.1 is a lady therefore, as per the Government Order No. S.V.K.NI - 2756/11-2508-500(165) / 2507 dated 30.06.2008, the stamp duty is calculated @ 6% on Rs.10,00,000/-,which comes to Rs. 60,000/- and on remaining consideration amount Rs./- stamp duty calculated @ 7% which comes to Rs./- and consideration amount of Purchaser No.2 is Rs./- on which stamp duty calculated @

7% which comes to Rs./-, thus the total stamp duty of Rs./- is being paid through this deed.

22. The entire building is absolutely residential and there is no club, no swimming pool, no wooden flooring, no modular Kitchen, no bath tub (Jacuzzi) and there is no commercial facility in aforesaid residential complex and the entrance gate of the said compound is not open at any segment road.

SCHEDULE OF PROPERTY

**Flat No. on Floor, Type-
....., Block-....., measuring Super area
..... sq.mts. built-up area
sq.mtr. Carpet Area (As per RERA)
.....sq.mtr. situated at Gram-
Aurangabad Khalsa, Ward-Raja Bijli Pasi, Tah-Sarojani
Nagar Lucknow.**

Boundary

East :
West :
North :
South :

SCHEDULE OF PAYMENT

SL No.	Amount	CheqNo./RTGS	Dated
1			
2			

4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
18			

Thus the Seller has received Rs./- (Rupees
..... Only) from the
Purchasers and Seller has acknowledged this receipt.

IN WITNESS WHEREOF, the Seller and Purchasers have set their respective hands with healthy and free mind on these present on the day, month, and year first above written in presence of the following witnesses :-

SELLER

WITNESSES:- 1

**M/s Rajvansh Estates Pvt. Ltd.
through its Director/authorized
signatory**

**(Mr. Ravindra Nath Singh)
PAN-AAECR6541A**

PURCHASERS

WITNESSES:- 2

**1. (.....)
PAN-**

**2.(.....)
PAN-**

Typed By :

Drafted By :

(.....)

**(.....)
Advocate
Sadar Tehsil Lucknow**