

Sale Consideration :
Valuation :
Stamp Duty :
Ward: Raja Ram Mohan Rai

SUMMARY OF SALE DEED

Nature of Property : Residential
Pargana : Lucknow
Ward : Raja Ram Mohan Rai
Mohalla : Rana Pratap Marg
Detail of Property : Flat in Group Housing Complex
'Jugal's Emerald Court', Block-A,
Rana Pratap Marg, Lucknow
Flat no. : _____, _____th Floor, Block-A
Covered Area : _____ sq.mtr.
Type of Property : Residential
Construction Year : 2014
Consideration : Rs.
Valuation : Rs.

Boundaries of the Property

East :
West :
North :
South :

Name of Seller : M/s Jugal Kishore Colonisers Pvt. Ltd. through its Managing Director Sri Neeraj Rastogi S/o Sri Kamal Kishore Rastogi resident of 1, University Road, Lucknow

Name of Purchaser :

SALE DEED

This deed of sale is made and executed at Lucknow by **Jugal Kishore Colonisers Pvt. Ltd. through its Managing Director Sri Neeraj Rastogi S/o Sri Kamal Kishore Rastogi resident of 1, University Road, Lucknow** herein after referred to as the Vendors/Seller/First Party (Which expression shall mean and include its successors, executors, administrator and assignees) In favour of _____ (hereinafter referred to as the Vendee / purchaser / Second Party (Which expression shall mean and include his/her/their heirs, successors, executors, administrator and assignees)

Whereas SAS Builders (Pvt.) Ltd., a Company incorporated on 06.06.2003 under the Companies Act 1956, purchased the property/Bungalow No. 14, Clyde Road (Municipal No. 29/11) now known as Rana Pratap Marg, Lucknow from Sri Gyanendra Nath Srivastava S/o Late P.L. Srivastava. The sale deed was executed on 30/06/2003 and registered on 02.07.2003 in the office of Sub Registrar, Lucknow in Register No. 1, Khand 3550, Book No. 121/310, Sl.No. 9114/3 in the name of SAS Builders (Pvt.) Ltd.

After passing the special resolution on 24.09.2004 in terms of section 21 of the Companies Act 1956 and the approval of the Central Govt. signified in writing having been

accorded thereto in the letter No. TC/S-21/27582 dated 25.10.2004 of the Registrar of Companies U.P. and Uttaranchal, Kanpur, the name of the said Company (SAS Builders Private Ltd.) was changed to Eldeco Hotels and Resorts Private Ltd. and a fresh certificate was issued pursuant to Section 23(i) of the said Act. Thus the said property i.e. Bungalow No. 14 (Municipal No. 29/11) on Clyde Road (now known as Rana Pratap Marg) at Lucknow became the property of M/s Eldeco Hotels and Resorts Pvt. Ltd.

Thereafter the name of the Company i.e. M/s Eldeco Hotels and Resorts Pvt. Ltd. was again changed to M/s Jugal Kishore Colonisers Pvt. Ltd. after the Special Resolution duly passed on 01.12.2005 in terms of section 21 of the Companies Act 1956 and the approval of the Central Government signified in writing having been accorded thereto in the Letter No. TC/S-21/20-27582 dated 20.01.2006 of the Registrar of Companies, U.P. & Uttaranchal, Kanpur, a Fresh certificate was issued pursuant to Section 23(1) of the said Act vide letter dated 20.01.2006. Thus M/s Jugal Kishore Colonisers Pvt. Ltd. became owner of the aforesaid property/Bungalow No. 14 (Municipal No. 29/11) on Clyde Road / Rana Pratap Marg, Lucknow.

M/s Jugal Kishore Colonisers Pvt. Ltd. obtained necessary permission from Nagar Nigam, Lucknow and Lucknow Development Authority for the construction of multistoried residential complex on the said property in the name and style of "Jugal's Emerald Court". The Lucknow Development Authority granted permission vide Sanction Order dated 28.03.2008 Permit No. 24670. The seller has also adopted all Fire Safety measures in respect of the building and shall obtain necessary certificate in this regard from Fire Fighting Department. The multistoried residential complex known as "Jugal's Emerald Court" is being constructed on free hold land. The car parking facility is in the basement as well as on the stilt floor, and upper floors are residential flats.

And whereas the 1st Party has assured the purchaser/2nd Party that it is the sole and absolute owner of the said "Jugal's Emerald Court" complex and none else has any right, title or interest in it.

And whereas the 1st Party offered to sell and the purchaser has agreed to purchase Flat No. ____ situated on the ____ Floor in the Block-A of the building known as "EMERALD COURT" constructed on plot of land / property bearing no. 29/9 & 29/11, Clyde Road, Rana Pratap Marg, Lucknow, having covered area _____ Sq.Ft. equivalent to _____ Sqr. Mtr. for a sale consideration of Rs. _____/- (Rs. _____ Only) the details of the property are more and fully described at the foot of this deed. The 1st Party has agreed to transfer the said flat.

NOW THIS DEED OF SALE WITNESSESTH AS UNDER

1. That in consideration of Rs. _____/- (Rs. _____Only) paid by the 2nd Party / purchaser to the 1st Party / Seller the receipt whereof the 1st Party hereby acknowledge as per the details given at the foot of this deed of sale. The 1st Party hereby transfer, sell convey and assign by way of absolute sale the residential flat no. ____ on the ____ floor in Block-A having covered area measuring ____ Sqr. Ft. equivalent to ____ Sq. Meter together with proportionate land for the said flat no ____ of the building known as "EMERALD COURT" all that it has including all rights of easements attaching in favour thereof and other things which may be already recoverable in relation to the premises to the Purchasers, to HOLD and POSSESS the same, use and enjoy the same as absolute owner thereof more and fully detailed and described at the foot of this deed.
2. That the Seller has handed over the Vacant, Peaceful & Physical possession of the property mentioned above to the purchaser with all its rights and privileges so far

held and enjoyed by the Seller forever free from all encumbrances whatsoever.

3. That if any person claims through the Seller any right or privileges in respect of the property mentioned above, it shall be rendered illegal and void by virtue of the present sale deed and if the Purchaser is deprived of the said property or any portion of the property mentioned above, or any proprietary right therein, by reason of any defect in the title, the Seller undertakes to INDEMNIFY to the Purchaser to the extent of such loss or losses as the case may be.
4. That the Seller covenant with the Purchasers to do all future acts in respect of the property hereby sold, as may be required for transferring, the such property with the Purchasers, if there by any such need.
5. That the property hereby being sold is not under any acquisition and no litigation in respect of the title of the owner / vendor is pending in any court of law or with any authority.
6. That the Purchaser shall get his/her/their name mutated in the municipal records and other concerned departments at his/her/their own cost and the Seller will co-operate the Purchaser for the same.
7. That the Vendees / Purchasers shall have full rights, power and authority to sell, transfer, lease or to mortgage the property hereby sold to anybody with the consent of Vendor/Association of Owners after clearing all the dues.
8. That Vendees / purchaser shall have no concern with the roof etc. of the complex which shall be exclusive property of the vendor. The Vendees /purchaser shall be entitled to use the circulation/common area for better enjoyment of the flat.

9. That the 2nd Party / Purchaser has been provided the facility of one car parking space duly earmarked. The Vendees shall always use the said facility in such a manner that no inconveniences or damage is caused to other occupant or the vehicle of the other occupant of the the building.
10. That the purchaser in no way or manner shall block or encroach upon the common areas such as the Corridors, Lobbies, Staircases, Lifts, Entrances, Parking Area and the Exits of Parking Areas, terrace, Pump, Water Tanks, Electricity generator and Ducts and in case he does so, the Seller as well as the Owners of other FLATS in the said building shall have the Right to remove the obstructions / Construction forthwith at the cost of the Purchaser or his nominees, administrators, assignees etc.
11. That the purchasers shall not keep or store or cause to be stored any article, things, material and goods in the common area, open space and other common passage of the complex and shall not obstruct the ingress and egress of the other occupants of the said complex. The purchasers shall be entitled to use the common facilities of the complex like other occupants of the complex.
12. That the Purchaser has examined the nature of construction and quality of works of the FLAT and are fully satisfied with it. The Purchaser hereinafter shall not be entitled to raise any sort of dispute or claims regarding the quality of construction / workmanship of anything or matter relating to or incidental to the construction etc. of the said FLAT.
13. That the Purchaser has examined the title of the Seller and has also verified all the documents regarding the same and is fully satisfied with the title of the seller.
14. That the Purchaser shall have no claim, right, title or interest of any nature or of any kind, except of ingress

or egress in respect of any of the common areas such as the Corridors, Lobbies, Staircases, Lifts, Entrances, Parking Area and the Exits of Parking Areas etc., which shall be commonly used by the owners of other Flat in the building.

15. That the Purchaser agrees to pay all the taxes, and any other charges including the Service Tax payable in respect of their Flat to the concerned government authorities or any other authorities empowered by the government to impose levies with effect from the date of possession of the Flat or the date of execution and registration of this deed whichever is earlier.
16. That the Purchaser shall not store in his Flat any goods of hazardous or combustible nature or which are so heavy so as to affect the construction or structure of the building or areas in the building occupied by owners of other Flats.
17. That the Purchaser shall not do or cause to be done anything in, around, or about the property which may damage / affect external appearance / elevation of the said building or in any manner interfere with the use of any floor, ceiling or wall adjacent to his Flat or any passage or amenities available for common use.
18. That the PURCHASER shall not use or cause to be used the demised Flat or any portion thereof for any purpose whatsoever other than that for residential purpose. No purchaser shall use the common area or any other part of the complex for any private function or meeting and shall not carry any trade or commercial activities from any part of the complex.
19. That the PURCHASER shall keep and maintain the sewer line including water passage and the sewer pipe running through his/her/their flat and would not allow them to be choked and damaged thereby causing inconvenience to the other owners / occupiers of the

other portion of the complex. The PURCHASER shall permit nominees, agents or persons / employees of the Seller at all reasonable time to enter into the Flat for inspection and maintenance / repairs.

20. That the PURCHASER shall pay the Sewage and Water Taxes and any other Taxes and Charges which may be levied by any local governing body or by any statutory authority in respect of the demised Flat from the date of possession of the Flat or the date of execution and registration of this deed, whichever is earlier.
21. That the name of the entire complex is "EMERALD COURT" and the PURCHASER or occupiers of the demised Flat shall not be entitled to change the name of the complex under any circumstances.
22. The Seller shall be entitled to construct or add any number of stories in the complex to which the Purchaser shall have no right to object and the Purchaser shall never raise any objection of any kind.
23. That all expenses towards stamp duty, registration fee, legal fee including miscellaneous expenses for execution and registration of this deed have been borne by the PURCHASER.
24. That except ownership rights in the demised Flat hereby sold to PURCHASER, the PURCHASER shall have no claim, right, title or interest of any kind with respect to the open land, land underneath the said property, basement and roof of the said property "EMERALD COURT". However, the PURCHASER of the said property shall have right to use the common facilities provided by the Seller, which shall remain undivided between owners.
25. That if the purchaser causes or permits to be caused, any obstruction, directly or indirectly, in any manner, whatsoever, in the use or enjoyment of the common area

or facility, by reason of creating an obstruction by putting his furniture and packages, or objects of any kind and fails or neglects to remove it, despite of written request made by the Association of Apartment Owners, the Association may, then, approach the Competent Authority for its removal, who will take cognizance of the matter and take an appropriate action, in Specific Relief Act 1963.

26. That the area of the flat transferred hereby is the built-up area, which includes the independent area within the four walls, area of independent wall, half of the area of the wall common between 2 units & the area of balconies. The purchaser shall not be allowed to cover the balcony & terrace which will always remain open.
27. That the purchaser shall have to take its own electric, telephone & other service connection at her own cost & expenses without disturbing the permanent structure(s) and façade of the Complex after taking no objection from M/s Jugal Kishore Colonisers Pvt. Ltd.
28. That the First Party shall maintain the apartment 'Jugal's Emerald Court' for 12 years only and for maintaining the apartment for period of 12 years, the Second Party has paid the maintenance charges at the rate of Rs. 300/- per sq.ft. at the time of execution of this sale deed.
29. That the Seller / company will maintain the common areas of the complex directly or through some agency and provide essential services including facilities of running water, sewer line, electricity supply for common areas, cleaning of passage and common areas, lawns/landscaping, maintenance of Lifts, generator, tube well, fire-fighting equipment etc. for which maintenance amount has been paid by the PURCHASER/Flat Owner. The Flat Owner / Purchaser shall enter into a separate agreement for this purpose

with the Seller/First Party. The Seller/First Party shall carry out the maintenance work for a period of 12 years and thereafter the apartment shall be maintained by Residents Welfare Society by generating its own resources/funds for the maintenance work.

30. That it is made clear that the Generator Facility is only for common areas of the apartment. If any flat owner wants to avail the facility of Generator for his/her own flat, additional generator set would be made available subject to condition that additional generator set would be installed on the basis of the contribution made by the persons desiring to avail the facility for their flat. For the purchase & maintenance of additional generator set, the flat owner will have to pay separate amount which would be determined on the basis of the use & desired load for the same. It is hereby made clear that the charges for the installation of additional generator set is not included in the maintenance charges which are to be paid by the flat owners.
31. The seller informs that he has already provided necessary infrastructure for raising further construction, if approved.
32. The carpet area of the Flat hereby being transferred is _____ Sq.Ft. equivalent to _____ Sq.Mtr. and super area inclusive of carpet area is _____ Sq.Ft. equivalent to _____ Sq. Mtr.
33. That the purchaser shall get electricity connection from the transformer already installed/provided by the First Party for the supply of the electricity to the Flat. For taking electric connection, the maximum load available to the flat owner shall be ___KVA for each flat. The electric connection shall be taken accordingly. The purchaser shall have to take telephone and other service connections at their own cost and expenses without

disturbing permanent structure and façade of the complex after obtaining necessary permission.

34. That the purchaser, the other residents, or the lessee, or the sub-lessees, or the servants, or the care-takers are prohibited from installing wiring for electrical, or telephone installation, television antenna, machines, or air conditioning units, etc. on the exterior of the building, except as authorized, or allowed by the Seller/Association of Flat Owners.
35. That the purchaser shall not be allowed to change the outer façade and architecture of the complex at any stage of time & shall not be covering / enclosing the balconies & terrace, which will remain open. The purchaser shall not be encroach any common area like lobbies, corridors. The purchaser shall also not be allowed to make any material change, addition, alteration in the demised property whereby the permanent structure like column, beams & façade etc., of the Complex may be damaged. Any encroachment upon balcony(s), common area & like lobby, corridor, stairs etc. shall be unauthorized & be liable to be removed by the Seller or the Association at the cost of the purchaser.
36. That the purchaser shall exercise extreme care and caution about making noises, or the use of musical instruments, radios, television, amplifiers, etc., that may cause disturbance, or annoyance, to others. Further, the residents keeping pets/dogs shall abide by the Municipal Sanitary Bye-Laws or Regulations.
37. That the purchaser and the other residents are prohibited from hanging garments, rugs, bed-sheets, towels etc. from the windows, the balconies, or from any of the facades (the face of a building, especially its principal front). The hanging of wet garments, rugs, etc. from the principal front of the building, or the balconies,

or the windows, causes acute inconvenience, uneasiness, discomfort etc. The residents/inhabitants are expected to strictly follow and comply with this Rule of conduct, which is a part of good life-style.

38. The purchaser and the other residents are prohibited from throwing garbage (refuse), or trash (rubbish, refuse) or litter, refuse, esp. paper discarded in a public place, odds and ends lying about, disorderly accumulation of papers, etc., outside the disposal places provided for such purpose in the service areas. If such place is not provided, all the garbage or trash shall be collected and accumulated in a vessel and handed over to employees of association/seller to that purpose for proper disposal at the Municipal Dustbin to avoid dirtiness and repugnant, or extreme dirt.
39. That the purchaser, the other residents, or the lessee, or the sub-lessees, or the servants, or the care-takers are prohibited from installing wiring for electrical, or telephone installation, television antenna, machines, or air conditioning units, etc. on the exterior of the building, except as authorized, or allowed by the Seller.
40. That any damage, injury, or loss caused by reason of negligence, misuse or faults on purchaser's part, family member(s), or guest(s), shall be the sole responsibility of the purchaser. The Seller / Association of apartment Owners shall charge the defaulting purchaser for carrying out of such repairs, an amount to cover the cost of time, labour, materials, and/or the outside contractors.
41. That the purchaser, the members of his family, or his guests are prohibited from engaging in any act, which is intended to facilitate criminal activity, including act of violence in the apartment, building or the common areas. In other words, the doing of any criminal activity or the commission of the penal offence inside the

Dwelling Unit, Building / Complex, or the common areas, by the purchaser, or his family member, or his guests is totally prohibited. The purchaser or any other person is precluded from committing a breach of the peace, or disturbing the public tranquility, or from doing any unlawful or wrongful act, that may probably occasion a breach of the peace or disturb the public tranquility.

42. That the purchaser shall not interfere in the security management system and the maintenance management system, gardening etc. which shall be looked after by the First Party/Seller and his agents and incase the purchaser/second party has any grievance, he/she can air his/her grievance in writing to the First Party/Seller and the maintenance agreement shall be deemed to be part of this deed.
43. That in case any defect develop in the water supply, electricity etc. the Purchaser/Second Party shall not disturb the other pipe lines or connections and the work shall be done in such a manner as not to disturb the supply of other occupants and incase such disruption takes place, the First Party/Seller shall have right to have access to the duct or other places of supplies for keeping the supply system in working order.
44. The visitors / guest(s) of the purchaser are to be refrained from any conduct which disturbs the privacy and quit enjoyment of the other apartment owners or occupants. The purchaser shall be responsible for the actions of his guest(s) who would be expected to abide by all rules and regulations at all times without any exceptions.
45. That the purchaser shall have right to transfer / sell the flat but he/she shall not be allowed to sell/transfer the flat unless and until all dues are cleared by him including the dues of maintenance charges and thus

further sale shall be subject to issuance of No Objection Certificate by the seller.

46. The flat bearing no. _____ on the ___ floor is hereby transferred through this deed is having total built up area measuring _____ Sqr Meter. The total land area is 3801.18 Sqr. Meter. The total constructions of the complex is 7537.32 Sqr. Meter as such the proportionate land comes to _____ Sqr. Meter. The rate prescribed for multi-storied residential flat in the said area is Rs. 50,000/- per Sq. Mtr. as such the land value comes to _____ × 50000/- = _____/- The constructed area is _____ Sqr. Meter. The quality of the construction is not of premium quality. The construction is of simple nature and the market price of simple construction is Rs. 24000/- per Sqr. Meter as such the value of the construction comes to _____ × 24000/- = _____/- as such the total market price / value of the property hereby sold comes to = Rs. _____/- + _____/- = _____/-. Since the flat is located on the _____ floor, as such the _____% of the said value is to be reduced which comes to Rs. _____/- and therefore after reduction the value of the flat comes to Rs. _____/- The purchaser is a lady, as such the stamp duty Rs. _____/- is being paid on the valuation Rs. _____/- by way of E-Stamp Certificate No. _____ of Rs. _____ as per G.O. No. S.V.K.N.-5-2756/11-2008-500(165)/2007, Lucknow dated 30.06.2008 in the following manner :

- a) On the amount of Rs. 10,00,000/- @ 6% of Rs. 60,000/-
- b) On the amount of Rs. _____ @7% of Rs. _____/-

V-code for the said area is 0272.

SCHEDULE "A"
DETAILS OF PROPERTY HEREBY SOLD

Flat No. _____ situated on the _____ Floor in the Block-A of the building known as "EMERALD COURT" constructed on plot of land / property bearing no. 29/9 & 29/11, Clyde Road, Rana Pratap Marg, Lucknow boundaries of which are as under :

East :
West :
North :
South :

SCHEDULE "B"

DETAILS OF RECEIPT OF THE SALE CONSIDERATION

1. Received Rs. _____/- through Cheque no _____ dated ____ drawn on _____.
2. Received Rs. _____/- through Cheque no _____ dated ____ drawn on _____.
3. Received Rs. _____/- through Cheque no _____ dated ____ drawn on _____.
4. Received Rs. _____/- through Cheque no _____ dated ____ drawn on _____.
5. Received Rs. _____/- through Cheque no _____ dated ____ drawn on _____.

IN WITNESS WHEREOF the Seller / 1st Party and the Purchaser / 2nd Party have signed this deed without any pressure in the presence of the following witnesses on this ____th day of _____, 20__ at Lucknow.

WITNESS :

1. _____ Seller / 1st Party
_____ PAN : AAPPR7082J

2. _____ Purchaser / 2nd Party
_____ PAN :

Typed by: -

by:-

(Narendra Kumar)
Lucknow

Drafted

Rakesh Pandey
Advocate