

Sale Consideration : Rs 6,50,000.00
Market Value : Rs 6,27,300.00
Stamp Duty : Rs. 45,500.00
Ward : Sharda Nagar

DETAILS OF DOCUMENT

1. Type of Land : Commercial
 2. Ward : Sharda Nagar
 3. Mohalla/ Village : Ratan Khand, Sharda Nagar Yojna, Lucknow.
 4. Detail of Property : Shop No.3, on Lower
(Property Number) Ground Floor of the building known as "Crystal City Centre", built on Commercial Plot No.C.P.-4/2, situated at Ratan Khand, Sharda Nagar Yojna, Lucknow.
 5. Unit of measurement : Square Metre
 6. Proportionate land : N.A.
 7. Location of Road : Not on Segment road
 8. Detail of others : N.A.
(9 mtr. wide Road/ Corner)
 9. Type of Property : Shop
 10. Total area of property : N.A.
(in condition of multi storied)
 11. Total covered area : N.A.
(in condition of multi storied)
 12. Finished/ Semi Finished/ : Finished
others.
 13. Valuation of trees : Not Applicable
 14. Boaring/ Well/ others : Not Applicable
 15. Builtup area : 13.940 Sq.Mtr.
 16. Year of construction : 2017-18
 17. Whether member of Co- : No
operative Housing Society
- Boundaries :**
East : Shop No.2
West : Shop No.4
North : Passage Market
South : Shop No.42
Number of the First Party: One
Number of Second Party : One

DETAILS OF SELLER

A.R. COLONISERS., a Partnership Firm, having its registered office at A-78, Indira Nagar, Lucknow, through its Partners **(1) SRI ARPIT JAIN**, son of Sri Naresh Jain, resident of B-199, Indira Nagar, Lucknow and **(2) SRI AMIT KUMAR AGARWAL**, son of Sri Visheshwar Dayal Agarwal, resident of 513, Rajendra Nagar, Lucknow.

DETAILS OF PURCHASER

....., son of Sri resident of
.....

SALE DEED

THIS DEED OF SALE IS MADE by **A.R. COLONISERS.,** a Partnership Firm, having its registered office at A-78, Indira Nagar, Lucknow, through its Partners **(1) SRI ARPIT JAIN**, son of Sri Naresh Jain, resident of B-199, Indira Nagar, Lucknow and **(2) SRI AMIT KUMAR AGARWAL**, son of Sri Visheshwar Dayal Agarwal, resident of 513, Rajendra Nagar, Lucknow (hereinafter referred to as the "**SELLER**" which terms includes their successors and successors in office, interest, nominee and assigns) of the one part.

IN FAVOUR OF

....., son of, resident of, Lucknow
(hereinafter referred to as the "**PURCHASER**" which includes successors in interest, nominee and assignee) of the other part;

WHEREAS the seller has purchased a freehold commercial Plot No.C.P.-4/2, measuring 2304.62 sq.mtr., situated at Ratan Khand, Sharda Nagar Yojna, Ward Sharda Nagar, Lucknow from M/s. Mangalam Estates Pvt. Ltd., through Authorised Signatory Sri Anand Kumar Agarwal son of Sri Ved Prakash Agarwal, by means of a registered deed of sale dated 21.09.2016, which is duly registered in the office of Registrar-I, Lucknow in Bahi No. 1, Jild 21556, pages 207/228, Sl.No. 18054 on 21.09.2016.

AND WHEREAS, M/s. Mangalam Estates Pvt. Ltd. has purchased the aforesaid commercial plot from Lucknow Development Authority, Lucknow, by means of a registered deed of sale dated 11.12.2009, which is duly registered in the office of Registrar-I, Lucknow in Bahi No. 1, Jild 10838, pages 217/258, Sl.No. 16052 on 16.12.2009.

AND WHEREAS, after purchasing the aforesaid commercial plot, the seller got sanctioned the map for the construction of a multistoried commercial building from the competent authority, (Lucknow Development Authority) vide Permit No. 41198 vide order dated 07.03.2017.

AND WHEREAS thereafter the seller got constructed /developed a multi storied commercial building known as "**CRYSTAL CITY CENTRE**" over the aforesaid commercial plot, consisting of basement for parking, lower ground floor, upper ground floor and first floor.

AND WHEREAS, the seller has the right to sell and is competent to transfer the Shop No.3, on **Lower Ground Floor** of the building known as "**CRYSTAL CITY CENTRE**", built on Commercial Plot No.C.P.-4/2, situated at Ratan Khand, Sharda Nagar Yojna, Lucknow, measuring builtup area **13.940 Sq.Mtr. i.e. 150 sq.ft.**

WHEREAS the Purchaser has offered to purchase the Shop No.3, on **Lower Ground Floor** of the building known as "**CRYSTAL CITY CENTRE**", built on Commercial Plot No.C.P.-4/2, situated at Ratan Khand, Sharda Nagar Yojna, Lucknow, measuring builtup area **13.940 Sq.Mtr. i.e. 150 sq.ft.** (hereinafter referred as said shop) for a total sale consideration of Rs.6,50,000/- (Rupees Six Lakh Fifty Thousand only) which offer has been accepted by the Seller on the terms and conditions appearing hereinafter.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. That having received the said sale consideration amount in the manner detailed below, which has been paid by the Purchaser and receipt of which hereby acknowledge as full and final payment of sale consideration, the Seller do hereby, sell, convey, absolutely assign and transfer all that piece and parcel of the Shop No.3, on **Lower Ground Floor** of the building known as "**CRYSTAL CITY CENTRE**", built on Commercial Plot No.C.P.-4/2, situated at Ratan Khand, Sharda Nagar Yojna, Lucknow, measuring builtup area **13.940 Sq.Mtr. i.e. 150 sq.ft.** sq.mtr. alongwith right of proportionate land under the constructed area in the said multi storied complex with undivided right of use of common area, common facilities including stair case, lifts, entrance and exit of building water supply arrangements and all installation and appurtenance i.e. sewerage and easementary rights attached to the said shop (herein after whole referred to as the "said shop" more and fully described in schedule attached hereto and also mentioned in the map annexed hereto) to the Purchaser who shall become the owner thereof and the said shop shall be held and enjoyed by the Purchaser absolutely subject to the exception, reservation, conditions and covenants hereinafter contained.
2. That the Seller do hereby assure and declare that they are the sole absolute, exclusive and rightful owners and have clear transferable right and marketable title in the said shop hereby transferred and the Seller are fully competent and have power to sell the said shop to the Purchaser and the same is free from all sorts of encumbrances registered and unregistered whatsoever may be.
3. That the operation and maintenance or various common services and facilities such as upkeep and repairs etc. of said building will be carried out by the Seller and for the same the Purchaser shall be responsible and liable to pay the maintenance charges regularly as and when demanded by the Seller. The apartments (shops) owners shall form a society or association for the purposes of maintenance and up keep and repairs etc. of the said complex. The Purchaser undertakes that he shall become the member of the society and further agrees to abide by the rules and regulations framed in respect thereof and will act accordingly.
4. That except the ownership right in construction of the said shop hereby sold and the rights in the proportionate land under the constructed area of said complex, the Purchaser shall have no claim title or interest in respect of open land and terrace of the said multi storied complex.
5. That all taxes, outstanding demand or other charges whether leviable in future in respect of the said shop hereby sold by any authority, Government or any statutory body after the date of possession or execution of sale deed (whichever is earlier) shall be borne and paid by the Purchaser in proportion to his area or seperately assessed as the case may be.
6. That the vacant physical possession of the said shop hereby sold have been delivered to the Purchaser and the Purchaser has examined the nature and quality of work, construction and finishing etc. of the complex and has no complaint in any respect thereof.
7. That the Purchaser shall not harm or cause any harm or damage to the peripheral walls, front, side or rear walls or elevations of the said shop hereby sold in any manner. The Purchaser shall not make any additions or alterations of any nature whatsoever may be in the said shop hereby sold with out obtaining prior written permission of the Seller.
8. That the Purchaser shall not remove or damage any common walls of the said shop hereby sold including the load bearing walls and all such walls/ structures shall remain common between the Purchaser and owners of adjacent shops.
9. That right on terraces shall be absolutely of the seller and not of the purchaser/ shop owners, the purchaser shall have no right to use the same without the permission of the seller except for egress and ingress for use of common utilities. The seller may further construct the shop on the roof of the said complex for which the purchaser shall have no objection.
10. That the Purchaser will not be entitled to claim land except proportionate land area of the shop sold to Purchaser.

11. That the Purchaser shall not use the said shop so as to cause nuisance, annoyance, blockage or hindrance of any nature to any common passage or other facilities and common services and shall use the said shop for residential purposes only. The said shop shall not be used for any immoral purposes, which are illegal prohibited or forbidden under any law for the time being in force.
12. That if any time by an act of god or any natural calamity or otherwise the building /complex become unstable due to irreparable damage or crumbling of the whole building then in that case the Purchaser shall be entitled to erect the shop over the same floor and over same area hereby sold at his own costs and expenses.
13. That in case of resale of the shop or the unit by the Purchaser, the transferee shall always be bound by the terms and conitions contained herein.
14. That all costs, fees and charges for preparation, stamping and registration of this deed and all documents to be executed in pursuance thereof including any extra stamp fee or other demand, if any, demanded by the Government, shall be paid and borne by the Purchaser.
15. That no land is transferred by this sale deed, only proportionate undivided interest in land under constructed area is being transferred. The covered area of the shop hereby sold is 13.940 Sqr.Mt.. and the circle rate of construction is Rs.45,000/- per Sq. Mtr. as fixed by the Collector, Lucknow, as such the total value of said property, comes to Rs.6,27,300/-, and the sale consideration paid to the Seller is Rs. 6,50,000/- , which is higher than the market value, hence the stamp duty of amounting to Rs.45,500/- is being paid through this sale deed on the sale consideration. The aforesaid shop is not situated in any airconditioned complex or mall.

SCHEDULE OF PAYMENT

1. Rs.
2. Rs.

SCHEDULE OF PROPERTY

Shop No.3, on **Lower Ground Floor** of the building known as "**CRYSTAL CITY CENTRE**", built on Commercial Plot No.C.P.-4/2, situated at Ratan Khand, Sharda Nagar Yojna, Lucknow, measuring builtup area **13.940 Sq.Mtr. i.e. 150 sq.ft.**, as per map/plan annexed herewith forming the part of this deed, and bounded as under :-

East	:	Shop No.2
West	:	Shop No.4
North	:	Passage Market
South	:	Shop No.42

IN WITNESS WHEREOF the Seller and Purchaser have signed this sale deed on the date month and year mentioned below.

Lucknow
Dated : .10.2017

WITNESSES :-

1.....
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1. (ARPIT JAIN)

2. (AMIT KUMAR AGARWAL)
Partners of A.R. Colonisers.

SELLER

2.....
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(.....)
PURCHASER
Drafted by :-
(Atul Mishra)
Advocate
Civil Court, Lucknow.

Typed by :-
(Vimal Singh)
Civil Court, Lucknow.