

BRIEF DETAIL OF SALE DEED

1. Type of property : Residential
2. Mohalla : Ghazipur Saidunnisha, Indira Nagar
3. Property Details : Flat No. having Covered area of Sq. Meter i.e. Sq. Feet having super built up area of Sq. Meter i.e. Sq. Feet on the Floor in Building Known as Gopal Tirath Plaza, Situated at Ghazipur Saidunnisha, Indira Nagar, Lucknow.
4. Measurement Unit : Square Meter
5. Area of Property : Covered area sq. ft. i.e Sq. Mt., Super Area Sq. ft. i.e Sq. Mt.,
6. Situation of Road : **Not situated at any Segment Road**
7. Other Description (9 Mts. Road/Corner) : Group Housing situated at above Mt. wide and not exists on two ways.
8. Amenities : Car Parking, Lift, Power Backup, Security Guard, Lift are available.
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: 1
Details of Seller	Details of Purchaser/s
M/s Tirath Ram Sumer Kumar, a proprietorship firm through its Proprietor Mr. Sumer Agarwal registered office at (PAN-) having its registered office at 109/76, Model House, Lucknow Lucknow

SALE DEED

This DEED OF SALE is executed at Lucknow on this ...th day of February, 2023.

BETWEEN

M/s Tirath Ram Sumer Kumar, a proprietorship firm through its Proprietor Mr. Sumer Agarwal registered office at (PAN-) having its registered office at **109/76, Model House, Lucknow Lucknow** (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

..... (hereinafter referred to as the “**Purchaser**”, 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 Purchaser is a male, female, company, firm, trust, etc., the expression he, him, she, her, himself, herself, it,

itself, etc. in this Sale Deed in relation to the Purchaser shall be deemed as modified and read suitably as the context requires.

WHEREAS the Seller/Developer and land owners namely Vijay Gopal HUF through Karta Vijay Gopal son of Late Sri Ram Gopal have entered into registered agreement with respect to plot No. 569, 572, 573 and 576 Situated at Ghazipur Saidunnisha, Indira Nagar, Lucknow which is registered in Book No. 1, Jild No. 3286 pages 377/392, at Serial No. 3922 on 07.11.2014 in the office of Sub Registrar-I, Lucknow.

AND WHEREAS the map of the Building constructed over it known as "Gopal Tirath Apartment" has been approved by Lucknow Development Authority, Lucknow vide Permit No. dated After sanction of the map the Seller has constructed the building of "Gopal Tirath Apartment".

AND WHEREAS the Purchaser wish to purchase the **Flat No., onth Floor, Covered area Sq. Ft. i.e Sq. Mt., Super Builtup Area Sq. ft. i.e Sq. Mt., with Terrace Area of Sq. Ft. i.e Sq. Mt., in the building known as "Gopal Tirath Apartment" built over Plot No. 569, 572, 573 and 576 Situated at Ghazipur Saidunnisha, Indira Nagar, Lucknow,** (herein after referred as the **"Said Flat"**) which came in to the share of the Seller through Supplementary agreement dated 05.07.1996, addendum MOU dated 28.06.1996 and Additional Supplementary Agreement dated 19.11.2004;

AND WHEREAS the Purchaser has inspected the 'said residential apartment' and is fully satisfied of the same being up to the mark with regard to the quality of construction, the material is being used for construction, the facilities available after being fully satisfied in all respects whatsoever without any fear, pressure or inducement of any nature whatsoever is entering in to and executing this deed.

AND WHEREAS the Purchaser has duly scrutinized and inspected the title, rights, interest, encumbrances, and right to construct the multi storied complex on the land acquired for the construction of the residential complex **"Gopal Tirath Apartment"**, the title documents and other relevant papers and has also fully

satisfied himself with the title, rights, interest, encumbrances in respect to the property being conveyed in pursuance of the present sale deed. The Purchaser is well aware that the said apartment is under construction.

AND WHEREAS the Seller has further assured the Purchaser that Seller has good, transferable rights in the demised property and there is no impediment or restriction on the transfer/selling of the said flat by the Seller to the Purchaser. The Seller has also assured the Purchaser that the demised property is not under lis-pendens and is free from all sorts of litigation and Court attachment etc. The Purchaser hereby admits and confirm and relying on the assurances so held out by the Seller, the Purchaser has agreed to purchase the demised property.

AND WHEREAS the Purchaser/s after fully satisfying himself with the said facts and right and title of the Seller to sell the apartment, the subject matter of this sale deed, and after satisfying himself Purchaser is ready to purchase the **Flat No., onth Floor, Covered area Sq. Ft. i.e Sq. Mt., Super Builtup Area Sq. ft. i.e Sq. Mt., with Terrace Area of Sq. Ft. i.e Sq. Mt., in the building known as "Gopal Tirath Apartment" built over Plot No. 569, 572, 573 and 576 Situated at Ghazipur Saidunnisha, Indira Nagar, Lucknow,**

AND WHEREAS, the Seller represents, declares and assures the Purchaser as under:-

- (a) That Seller is absolute owner of the **Flat No., onth Floor, Covered area Sq. Ft. i.e Sq. Mt., Super Builtup Area Sq. ft. i.e Sq. Mt., with Terrace Area of Sq. Ft. i.e Sq. Mt., in the building known as "Gopal Tirath Apartment" built over Plot No. 569, 572, 573 and 576 Situated at Ghazipur Saidunnisha, Indira Nagar, Lucknow,** and no one else besides the Seller has any right, claim, lien, interest or concern whatsoever on the said Flat and the Seller has full right and absolute authority and right to sell and transfer the same to the Purchaser and the Seller has not entered

into any kind of agreement/arrangement whatsoever with any person in respect of the said Flat to any other person (s).

- (b) That the title of the Seller is absolutely clear and marketable and that the said Flat is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances till the time of execution of sale deed.
- (c) That the Seller hereby confirms and assures the Purchaser that Seller is not barred or prevented by any administrative/statutory attachment order or notification from entering into the present transaction with the Purchaser.
- (d) That the Seller shall keep the Purchaser harmless and indemnified from all losses and damages in case the above declarations or any part thereof is found to be false or incorrect and/or otherwise for any reason, whatsoever.

AND WHEREAS, relying upon the aforementioned declaration and assurances of the Seller the Seller hereby sells and the Purchaser hereby purchases the said Flat for consideration of **Rs./- (Rupees Only)** including GST and other charges, on the terms and conditions mentioned herein under:

NOW THIS SALE DEED WITNESSES AS UNDER:

1. THAT having received the sale consideration of **Rs./- (Rupees Only)** including GST and other charges, in the manner detailed herein below the Seller doth hereby sells, conveys and assigns absolutely to the Purchaser the Said Flat, along with the right to use two Car Parking more fully described in the "Schedule of Property" at the bottom of this Deed and in enclosed map/plan forming part of this deed to hold and possess the same unto and use and enjoy the same as absolute owner thereof subject to the covenants and stipulations hereinafter contained and also as per the bye-laws of the Society/Resident Welfare Association duly approved by the Registrar of Societies, Lucknow.

2. That the upkeep and maintenance of the Said Flat shall be arranged by the Purchaser for this purpose the Purchaser shall pay the monthly charges as may be fixed from time to time by the Society/ Resident Welfare Association or its nominee and shall deposit with the society one time sinking fund as per rules in case the interest on the deposited sum falls short for the maintenance the Purchaser shall be liable to deposit maintenance of the said Flat.
3. That the Seller being absolute Owner of the Said Flat hereby sold is fully competent to transfer the same by way of sale to the Purchaser hereto.
4. That the Seller hereby also covenant about the warranty of their title and declares that the Said Flat hereby sold is free from all sorts of encumbrances, charges, attachment, mortgages, liens and the like. The Seller hereby indemnifies the Purchaser against any claim by anybody or person and in any suit, claim or case against the said Flat.
5. That if on account of any defect in the title of the Seller, the Purchaser is dispossessed of the whole or part of Said Flat hereby sold, the Purchaser shall be entitled to claim from the Seller the refund of the whole or part of sale consideration with all the costs and damages as the case may be for whole or part of the Said Flat so lost.
6. That all the dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoing, if any, shall be paid and borne by the Seller up to the date of allotment of the Flat and thereafter the same shall be paid and borne by the Purchaser.
7. That the Seller shall deliver the vacant possession of the said Flat hereby sold to the Purchaser as per mutual agreed time between the seller and Purchaser.
8. That the Purchaser, his heirs, successors and assigns are now entitled to enjoy all the rights of Ownership, interest, easements and appurtenances including proportionate right of land in the aforesaid said Flat together with all the rights arising there from without any interruption or hindrance by

the Seller hereto and he will also be entitled to get his name mutated in the Nagar Nigam records or elsewhere in place of the Seller's name as absolute Owners.

9. That except for the said flat mentioned above including the Super Builtup Area all other independent areas shall belong to the Seller and will remain its property which includes club, gym, open area, basement, stores, utilities, Guard Room, Parapet walls etc. except otherwise specifically permitted to be used or sold. The Seller shall be free to sell/dispose off, use, rent for possess these areas in any manner they deem fit.
10. That the Seller shall be entitled to make additions, raise storeys or to put up additional structures, additional towers etc. as per its convenience in all the area including rights to construct by way of permissible purchasable FAR and it shall be the sole property of the Seller who shall be entitled to use or dispose off it in any way it choose without interference on the part of the Purchaser. The Seller shall be entitled to get electric, water, sanitary and drainage fittings on the additional structure/storeys with the existing electric, water, sanitary and drainage sources etc. at its own cost.
11. THAT the Purchaser shall from the date of possession maintain the said Flat at his own cost, in a good tenantable and in a good condition and shall not do or suffer to be done anything in or to the said building(s) or the said Flat or the staircases, lifts and lift lobbies, shafts, stilt, basements, compound and common passages which may be against rules or by-laws of the Municipal Authorities, Maintenance Agencies or any other authority nor shall the Purchaser change alter or make alteration in or to the said Flat or the building(s) or any part thereof. The Purchaser shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions.
12. That the Purchaser shall have proportionate undivided impartible interest in the land as well as common area are in

and appurtenant to the building raised over the block space in the proportion to the area of the Flat hereby transferred.

13. That the Purchaser shall neither make nor allow to be made any addition or alteration in the said Flat or the building which may cause damage to the permanent structure like columns, projections and facade etc. In case any construction, building, re-building, addition or alteration and the like activities are to be carried on by the Purchaser in or over the said flat, the same shall be carried out only with the prior approval of society or statutory/local authorities/bodies having jurisdiction in this behalf.
14. That the lobbies, stairs, and other common services and circulation area in and around the building shall be left unobstructed for free and convenient movement. Any encroachment upon these common and circulation area shall be unauthorized and liable to be removed at the cost and expenses of the encroacher without any notice.
15. That except the said flat herein transferred all common amenities and facilities within the said flat and residual rights thereof shall continue to vest in Seller.
16. That the Purchaser shall not use the said Flat or permit the same to be used for purpose other than the purpose sanctioned as per Govt. Regulations or as may be earmarked in the Zoning/ Building plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to the other occupiers of building or for any legal or immoral purposes, and shall not do or suffer anything to be done in or about the said Flat which tend to cause damage to any Flooring or ceiling of any premises above, below or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Purchaser shall not use the said Flat for any activity commercial or otherwise except for residential purpose only.
17. That the Purchaser shall not put up any name or sign board, neon, sign, publicity or advertisement material, hanging of

cloths etc. on the external façade of the Complex/Building or anywhere on the exterior of the Building or common areas and shall not change the color scheme of the outer walls or printing of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation, architectural features and design.

18. That the Purchaser shall have electric, telephone, water and other services connections at his own cost and expenses without disturbing the permanent structure (s) and façade of the said flat/building.
19. That the Purchaser shall pay all taxes/premiums/rates/or other charges as may be required by the local/municipal or other authorities. If any authority /body charge the same from the Seller, the same shall be recovered by the Seller from the Purchaser.
20. That the Purchaser will abide by all laws, bye-laws, rules, and regulation of the Govt./Local bodies/maintenance agency/society/Resident Welfare Association and/or any other authorities and shall attend answer and be responsible for all deviation failure or breach of any of the condition of bye-laws or laws or rules and regulations and keep the Seller indemnified, secure and harmless against all costs consequences and damages arising due to breach and /or non-compliance of the said bye-laws /regulation by the Purchaser.
21. That the Seller is in bona fide belief that all the payments made at all time to the Seller by the Purchaser has been generated from legal sources and is not involved in any illegal activities relating to terrorism, money laundering etc. and also adhering strict compliance of laws relating to Money laundering Act, Foreign Exchange management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. The Seller in any case shall not be responsible for any violation of aforesaid laws, rules and regulation. All financial and penal consequences (if any) for violation of any law or rule shall be

borne exclusively by the Purchaser himself. The Purchaser shall always indemnify for any loss arising to the Seller due to such violation.

22. That the Purchaser shall bear expenses of stamp duty, registration charges, legal fee, and other expenses in connection with the execution and registration of this deed
23. That it is understood by the parties that the said Flat exists in area which is going to be occupied by several other occupants. To safeguard the common object of all other occupants certain conditions as imposed by this deed on the Purchaser are essential so as to protect the rights of all the occupants.
24. That the Purchaser from the date of the execution of this deed have become exclusive owner of the Said Flat hereby sold. However, before each and every transfer of the said flat the Purchaser or prospective Purchaser shall have to obtain No dues Certificate regarding maintenance charges from Seller/Society/Resident welfare Association.
25. That the Purchaser shall not do any act or thing which may cause any damage to the lower adjoining or upper portion (said Flats) of the said Flat hereby sold or shall never cause any hindrance or obstruction in the enjoyment and use of the said upper or adjoining and lower portion of the said Flat hereby sold by their respective Owners.
26. That all the passages, exists, entrances open space and staircase or other facilities by their very nature are to be utilized and enjoyed commonly.
27. That all the rates, taxes and liabilities accrued and payable after the execution of this deed in respect of the said Flat hereby sold shall be exclusive liability of the Purchaser hereto and the Seller shall not be liable for the same.
28. The said Flat transferred under this deed is in a multi storied residential Group Housing building which is exist at Road. The Proportionate land of the Flat is sq. mtr. Since the building exist at 12 mtr. wide so as per applicable rate along with for Road, the proportionate land

value comes to Sq. Mt. x = Rs./-. The Said flat is of premium class, the value of construction of covered area of Flat plus Terrace is Sq. Mtr. x 26,000/= Rs./-. Thus the total value of the construction and proportionate land of Flat comes to Rs./-. The said flat is situated atth Floor so after taking rebate of 15%, the value of the said flat comes to Rs./-. The Sale Consideration is Rs./-. Since both the Purchaser have equal undivided half share in the said property. The half share of Consideration Value comes to Rs./-, and one of the purchaser is a lady therefore as per G.O. No. S.V.K.Ni.-5-2756/11-2008-500 (165) 2007 dated 30.06.2008 of Sansthagat Vitt. Kar Evam Nibandhan Anubhag-5, the stamp duty @ 6% on the Amount of Rs. 10,00,000/- comes to Rs. 60,000/- & on rest Amount Rs./-, the stamp duty @ 7% comes to Rs./-. The stamp duty on the other half share of Consideration Value Rs./- @ 7% comes to Rs. 2,94,000/-. Therefore total stamp duty of Rs./- is being paid vide e-Stamp on Consideration Amount which is higher than Market Value.

SCHEDULE OF PROPERTY

Flat No., onth Floor, Covered area Sq. Ft. i.e Sq. Mt., Super Builtup Area Sq. ft. i.e Sq. Mt., with Terrace Area of Sq. Ft. i.e Sq. Mt., in the building known as "Gopal Tirath Apartment" built over Plot No. 569, 572, 573 and 576 Situated at Ghazipur Saidunnisha, Indira Nagar, Lucknow including right to use Two Car Parking, which is bounded as under:

BOUNDARY

East :
West :
North :
South :

SCHEDULE OF PAYMENT

- 1- Seller has received Rs./- through Cheque No. dated drawn on Bank from Purchaser.
- 2- Purchaser has paid Rs./- as TDS.

Thus Seller has received total sale consideration **Rs./- (Rupees Lakh Only)** including GST and other charges, from the Purchaser and nothing remains to be paid by the Purchaser to the Seller.

IN WITNESS WHEREOF, the Seller and Purchaser 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 :-

Witnesses:

<p>1. Mrs., Sitapur, Uttar Pradesh-261201 Mobile-.....; Occupation-Housewife)</p>	<p style="text-align: center;">SELLER</p>
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<p>2. Mr. son of Sri resident of House No., Uttar Pradesh-261201 Mobile-.....; Occupation-Business</p>	<p>PURCHASER</p>
<p>Drafted by: (Benkat Raman Singh) Advocate Civil Court, Lucknow Cont No.-9335266005</p>	<p>Composed by: (Aditya Tripathi) Civil Court, Lucknow</p>