

SALE DEED

Date of Execution : 00.00.2023
Place of Execution : Lucknow

Sale Consideration : Rs. 00,00,000/-
Market Value : Rs. 0,00,000/-
Stamp Duty Paid : Rs. 0,00,000/-

DETAILS OF INSTRUMENTS IN SHORT

1.	Nature of Property	:	Residential
2.	Ward/Pargana	:	Lucknow
3.	Mohalla/Village	:	Uttardhauna
4.	V-Code	:	1083
5.	Detail of Property	:	Residential Plot No. D- part of Khasra No. ____ situated at NEW GARDEN (developed By Spring Garden), comprising Khasra Nos. 373 & 379, at Village-Uttardhauna, Tehsil - Sadar, District-Lucknow.
6.	Standard of Measurement	:	Sq. Meters
7.	Area	:	000.00 SQM
8.	Location Road	:	Situated at
9.	Type of Property	:	Residential Plot
10.	Consideration	:	Rs. 00,00,000/-
11.	Boundaries	:	East:
		:	West:
		:	North:
		:	South:
12.	No. of Persons in the First Part (2): No. of Persons in Second Part (1):		

Details of Seller:

Seller No. 1: CAPT. ISHTIYAQ AHMAD KHAN, PAN No. AMYPK4347G son of Mr. Mushtque Ahmad Khan permanent and present resident of 26/11, Wazir Hasan Road, Hazratganj, Beside Income Tax Colony, Lucknow, Uttar Pradesh-226001 through its attorney holder Mr. Shayaan Ahmad Khan S/o Ishtiyahq Ahmad Khan

Seller No. 2: SPRING GARDEN, PAN No. ADPFS9990R a Partnership firm Seller, incorporated under the Partnership Act, 1932 having its Registered Office at CP-138, Viraj Khand, Gomti Nagar, Lucknow 226010, through its duly authorized Partner **Mr. Ashutosh Khare, S/o Late Prem Dayal.**

AND

Details of Purchaser:

**MR. _____, (PAN NO. _____ DOB _____) S/o Shri _____
Resident of _____.**

THIS DEED OF SALE IS EXECUTED BETWEEN

THIS SALE DEED MADE ON this _____ day of _____, 2023 BY **Capt. Ishtiyahq Ahmad Khan** son of Mr. Mushtque Ahmad Khan permanent and present resident of 26/11, Wazir Hasan Road, Hazratganj, Beside Income Tax Colony, Lucknow, Uttar Pradesh-226001 & **M/S SPRING GARDEN**, a partnership firm, having its registered office at CP-138, Viraj Khand, Gomti Nagar, Lucknow through its duly authorized partners **Mr. Ashutosh Khare** son of Late Prem Dayal Khare permanent and present resident of G-05, Tower-C, Shalimar Grand, 10, Jopling Road, Lucknow, (hereinafter referred to as '**SELLER**') which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective successors-in-interest and assigns, of the **FIRST PART;**

That the **Capt. Ishtiyaq Ahmad Khan** has appointed Mr. Shayaan Ahmad Khan S/o Ishtiyaq Ahmad Khan R/o 26/11, Wazir Hasan Road, Hazratganj, Beside Income Tax Colony, Lucknow, Uttar Pradesh-226001, to sign and present the sale deed for registration on behalf of him through specific power of attorney which is registered in the office of sub registrar Vth Lucknow on dated 19/04/2023 in Bahi no. 4 Jild no. 381 pages 271 to no. 280, serial no. 251 "Which is still in existence and has not been revoked till date".

AND

That the **Ashutosh Khare** has appointed Mr. Sudhakar Prasad Tiwari S/o Late Shitla Prasad Tiwari R/o D-201 2nd Floor Spring Greens Apartment, Faizabad Road, Near Indira Canal, Anaura Kalan, Lucknow U.P. -227105, to present the sale deed for registration on behalf of Ashutosh Khare (seller) through authenticated power of attorney which is registered in the office of sub registrar second Lucknow on dated _____ in Bahi no.____ Jild no.____ pages ____ to _____ no. ____ "Which is still in existence and has not been revoked till date".

IN FAVOUR OF

MR. _____, S/o Shri _____ **Resident of** _____ (Hereinafter referred to as the 'PURCHASER').

The "Word" Seller and Purchaser used herein before shall mean and always mean and include their respective legal heirs, successors, administrators, executors and assignees.

WHEREAS the Seller is the owner of Plot No. **D-__**, out of Khasra No. _____, situated at Village- Uttardhauna, Pargana Tehsil and District-Lucknow measuring **000.00** sq.mtr. (**0000 Sq Ft**) more specifically detailed in schedule

of property given at the foot of this sale deed (hereinafter referred to as the 'SAID PROPERTY').

AND WHEREAS the seller No. 1 purchased the said Khasra No 379 measuring 0.698 Hectare from its ex-owner Shri Ram Prakash through a registered sale deed dated 28/03/2001 vide Book No. 2 Jild 3272 at pages 351 to 364 serial No 1944 registered in the office of Sub-Registrar-II, Lucknow.

AND WHEREAS above named Spring Garden entered into a Consortium Agreement with the owner of land Capt. Ishtiyag Ahmad Khan vide Agreement dated 06/05/2023 registered in Book No. 4 Jild No. 41 on Pages 115 to 164 at Sl. No. 28 in the office of Sub-registrar Sandila, Hardoi.

AND WHEREAS land owner Capt. Ishtiyag Ahmad Khan have authorized developer Spring Garden for getting sanction of layout plan from Lucknow Development Authority (LDA) under the name and style of New Garden and Spring Garden as lead member of Consortium.

AND WHEREAS the layout plan has been duly sanctioned vide by LDA permit no. Plotted Resi development / Plotted Housing/07156/LDA/LD/22-23/3230/30012023, dated 17/06/2023.

AND WHEREAS the scheme so developed by the Seller has been named as "New Garden".

AND WHEREAS said New Garden Project is duly registered with RERA Vide Registration No. UPRERAPRJ_____.

AND WHEREAS the Seller No. 1 has exclusive owner of the said property, which is free from all encumbrances whatsoever agreed to sell, transfer and assign absolutely the plot detailed in the schedule of property to the Purchaser for a sale consideration of Rs. 00,00,000/- (Rupees _____ Only) by way of ABSOLUTE SALE.

AND WHEREAS the seller has already received the said consideration amount from the Purchaser, the receipts of which seller hereby acknowledges.

AND WHEREAS the purchaser prior to the execution of this deed has inspected all the documents and necessary papers regarding the title of the seller in respect of the property hereby sold and fully satisfied himself/herself/ themselves regarding the ownership rights of the seller in the said Plot and right to transfer the said Plot and purchaser has also examined the quality of work, material, etc. used towards development and **PURCHASER** has no complaint in any respect including the plot area here by sold. Further the claim of compensation, if any, by the Purchaser in respect of the Plot being part of New Garden at Khasra nos. 373 and 379 at Village- Uttardhauna, Tehsil- Sadar & District-Lucknow, measuring about (10131.12) sq. mtr. area hereby sold shall be deemed to have been waived.

NOW THIS SALE DEED WITNESSETH AS UNDER: -

1. That having received the said consideration amount **Rs. 00,00,000/- (Rs. _____/- Cheque No. _____ dated _____ Branch _____ Bank _____, and Rs. _____/- Cheque No. _____ dated _____ Branch _____ Bank _____ and Rs. _____/- Cheque No. _____ dated _____ Branch _____ Bank _____** before execution of this deed) paid by the Purchaser, the receipt whereof is hereby acknowledged by the Seller, the Seller both hereby sells, conveys and assigns absolutely to the Purchaser the said property mentioned above & all that it has including all rights of easement and appurtenances attached thereto; TO HOLD and possess the same unto and use and enjoy the same as absolute owner thereof free of all encumbrances whatsoever.

2. That Seller has handed over the vacant possession of the property mentioned above to the Purchaser with all its rights and privileges so far held and enjoyed by the seller.

3. That the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the purchaser hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser right of use and enjoyment of the property sold in any manner whatsoever.

4. That the property hereby sold is free from all sorts or encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the seller is pending in any court of law or with any authority.

5. That the purchaser and other occupants shall not keep or store or cause to be stored any objectionable articles, things, materials, and goods and shall not obstruct the ingress and egress of the other occupants.

6. It shall be incumbent on each Plot owner/occupant to join the Association & pay the requisite cost & charges to **Spring Garden Owners Association** (RWA) for maintenance of the New Garden & services therein and abide by the rules & regulations framed by the **Spring Garden Owners Association** (RWA) for smooth running & maintenance of the Colony. There will be single Resident Welfare Association (RWA) for all residents of Spring Garden and New Garden.

7. The cost & expenses for any installation and special repairs such as repairing/repainting of exterior of the New Garden Colony, reboring or repair of the tube well, Underground Water Tanks (UGT) replacement & repair of common lighting, generator for lighting in common areas, services like drainage & sewerage, STP & external electrification, shall be borne & paid by the purchaser, proportionate to the area transferred hereby, as may be decided by the Seller/ Authorized Agency nominated by the Seller.

8. The Purchaser further agreed to pay the enhanced cost of the maintenance charges as and when cost of maintenance increases keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by **Spring Garden Owners Association** (RWA) to the Purchaser and on default of the Purchaser or failing or neglecting or refusing to make payments of the said maintenance charges, the **Spring Garden Owners Association** (RWA) shall be entitled to recover the same along with interest on due sum.

9. That the right to use & enjoy the common services/facilities provided herein the New Garden Colony shall always be subject to up-to-date payment of maintenance charges & performing and observing the stipulations made by the **Spring Garden Owners Association** (RWA). Any amount due as maintenance charges shall be charge upon Plot owned by the Purchaser in default. In case of consecutive default for more than two months when it is due, the **Spring Garden Owners Association** (RWA) undertaking the maintenance shall have a right to suspend the common services/facilities till such time the dues are cleared along with interest as may be stipulated.

10. That the security & maintenance personnel are meant for Management of Affairs of the New Garden Colony, safety & security of equipment's/plant & machinery installed in the New Garden Colony & its maintenance and in no case the security personnel & Seller/**Spring Garden Owners Association** (RWA) be responsible for security of Purchaser & his belongings which shall be sole responsibility of the Purchaser.

11. That the Seller has made clear to the Purchaser that the New Garden Colony will be developed and completed in phases and the Seller shall be carrying out extensive development/construction activities for many years in future in the Project and shall also be connecting/linking the amenities/facilities viz. electricity, water, sanitary/drainage system etc. of additional

development/construction with the existing ones in the Project. The Purchaser undertakes not to make any objection or make any claim or default any payment as demanded by the Seller on account of inconvenience, if any, which may be suffered by him due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc. as above said.

12. That the purchaser shall use the demised property for residential purposes only & shall not be allowed to carry out any commercial activity, business, hostels, in the demised premises and shall also not be doing or cause to be done any activity which may cause nuisance, annoyance to other occupants of the New Garden Colony. Any activity falling under the aforesaid restrictions shall be liable to be removed at the cost & expenses of the purchaser. This shall be applicable to the subsequent transferee also.

13. That in case of keeping pets, the Purchaser shall abide by Municipal laws in this regard & shall exclusively be liable for any hurt caused by pet to any of the occupant or the visitor.

14. The purchaser shall not be encroaching any common area, including roads, parks etc. which always will remain open and any encroachment thereon shall be unauthorized & be liable to be removed by the Seller / Authorized Agency at the cost of the encroaching purchaser without notice.

15. That while making boundary wall or walls at the edge of the plot it should be ensured by the purchaser that the entire construction including outer plaster is within the plot boundary as per Sale Deed.

16. That for house construction activity whenever started by the purchaser shall be done in very neat and clean manner without disturbing in anyway the common passage / roads by collecting the building materials etc. on the same. Any service connection like telephone, internet, DTH, Green Gas etc. required

by the Purchaser shall be after NOC from **Spring Garden Owners Association (RWA)**, at purchaser's cost & expenses without damaging the common area like parks, roads etc. & other services provided in the New Garden Colony. However, **Spring Garden Owners Association (RWA)** reserves the right to deny such connection whereby common area & services may be disturbed/damaged.

17. That all the expenses for execution and registration of this deed have been borne & paid by the purchaser.

18. That the Seller has provided all the internal facilities like Road, Water, Sewer etc. within the Colony. The external services are to be provided by the respective Civic Authorities which is beyond the control of the Seller. The internal services provided by the Seller, are to be synchronized with the external services to be provided by the Civic Authorities. However, in the event of delay on part of Civic Authorities to provide external services, the Purchaser undertakes not to hold the Seller responsible for such delay & its consequential effects.

19. That the vacant possession of the property hereby sold has been delivered by the Seller to the Purchaser with all rights of easement, privileges so far held and enjoyed by the Seller to hold and enjoy the same by the PURCHASER free from all sorts of encumbrances.

20. That the purchaser hereby agreed to abide by the building rules, municipal bylaws and regulation as may be framed from time to time in future.

21. That the purchaser shall be liable to pay Interest Free Maintenance Security Fund (**IFMS**) & Annual Maintenance Charge (**AMC**) directly to Spring Garden Owners Association bank account.

22. That the purchaser further agrees to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the **Spring Garden Owners Association** to the purchaser and on default of the purchaser or failing or neglecting or refusing to make payments of the said maintenance charges, **Spring Garden Owners Association** (RWA) shall be entitled to recover the same through Court of Law at the cost of the purchaser.

23. That before transfer of the said property either by purchaser or any of their transferee(s), the purchaser or any of his transferee(s) shall have to obtain the 'No Dues Certificate' from the **Spring Garden Owners Association** (RWA) who are maintaining the aforesaid project regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the purchaser or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from the **Spring Garden Owners Association** (RWA) then in that event the new owner of the said property has to pay all the outstanding dues regarding the maintenance charges, and other charges, which are payable in respect of the said property, to the **Spring Garden Owners Association** (RWA).

24. That the purchaser shall take his own electric connection from Lucknow Electric supply undertaking and purchaser shall obtain a "No Objection Certificate" from the seller for its purpose.

25. That all taxes, charges, assessment as levied or may be levied by the Civic authorities, Nagar Nigam, or any lawful Authorities upon the property hereby transferred shall be borne & paid by the purchaser from the date of levy including the house, municipal & water tax.

26. That the area of the plot hereby sold is **1230** sq. ft. = **114.29** sq. mtr. the market value whereof for the purposes of stamp duty as per rates fixed by

Collector Lucknow @ Rs. 7500/- per sq. mtr. comes to Rs. 8,57,175/-only. The plot is situated on Two side roads hence 10% extra value comes to Rs. 85,718/-. Thus, the total value comes to Rs. 9,42,893/-. There is no construction on the said plot. Actual sale consideration of Rs. 00,00,000/- (Rupees _____ Only), hence stamp duty of Rs. 0,00,000/- has been paid as per G.O. No. S. V. K. N.- 5-2756/11-2008-500(165)/2007 dated 30.6.2008 vide E-Stamp Certificate No. IN-UP _____ dated 00-____-2023.

27. That the Elevation, the front color scheme and plinth level (which is 450 mm above the road level in-front of the plot) of the building to be constructed by purchaser on the plot hereby sold shall be as per design and the color approved by the Developer/Seller.

28. That the expressions “**Seller**” and the “**Purchaser**” hereinbefore used unless repugnant to the context mean and shall always mean and include their respective heirs, successors, legal representatives and assignee's.

IN WITNESS WHEREOF WE the above-named Seller and the Purchaser have put our respective hands and thumb impressions to these presents on the date, month and year mentioned first above.

SCHEDULE OF PROPERTY

Plot No. D-____ in New Garden out of Khasra No. _____, situated at Village- Uttardhauna, Pargana Tehsil and District-Lucknow measuring 000.00 sq.mtr., and bounded as below: -

EAST :
WEST :
NORTH :
SOUTH :

WITNESSES :-

Signed for & on behalf of

1.

SELLER
(AMYPK4347G)

2.

SELLER
(ADPFS9990R)

3.

PURCHASER
(GOBPS6475G)

Drafted & Typed By: