

**Sale Consideration** : Rs. \_\_\_\_\_/-  
**Market Value** : Rs. \_\_\_\_\_/-  
**Stamp Duty** : Rs. \_\_\_\_\_/-

**DETAILS OF INSTRUMENT IN SHORT**

<b>1.</b>	Nature of Property	:	Residential
<b>2.</b>	Ward/Pargana	:	Mohanlalganj
<b>3.</b>	Village/Mohalla	:	Mastemau, Moahanlalganj, Distt- Lucknow
<b>4.</b>	Details of Property	:	Plot No. _____ situated in Block_____ in the Project known as <b>"AMRAWATI IT CITY – Phase 1 (Plots)"</b> situated Near HCL IT City, Sultanpur Road, Lucknow
<b>5.</b>	Standard of measurement	:	Sq. meters
<b>6.</b>	Location Road	:	More than 100 Mtr. away from Shaheed Path & Sultanpur Road
<b>7.</b>	Type of Property	:	Plot
<b>8.</b>	Land Area of Property	:	_____ Sq. Meters
<b>9.</b>	Boundaries	:	EAST : WEST : NORTH : SOUTH :
<b>10.</b>	<b>Details of SELLER(1)</b>	:	<b>Details of PURCHASER(1)</b>
	<b>M/S. AMRAWATI RESIDENCY PVT. LTD</b> having its Corporate Office at 7 <sup>th</sup> Floor, Eldeco Corporate Tower, Vibhuti Khand, Lucknow represented by its authorize signatory Mr. _____		_____ _____ _____ _____ _____

**SALE DEED**

THIS SALE DEED is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at  
Lucknow

**BY AND BETWEEN**

**M/S AMRAWATI RESIDENCY PVT.  
LTD**(CINU45400UP2007PTC033131C), a company incorporated under

the provisions of the Companies Act, 1956, having its Corporate office at 7<sup>th</sup> Floor, Eldeco Corporate Tower, Vibhuti Khand, Lucknow, represented by its authorize signatory \_\_\_\_\_ authorized vide board resolution dated \_\_\_\_\_ (hereinafter referred to as the **"SELLER/SELLER"**, which expression unless repugnant to the context shall always mean and include their respective successors, administrators, legal representatives, executors and assigns) of the ONE PART;

**AND**

**MR.** \_\_\_\_\_ **(PAN No.-\_\_\_\_\_)** S/O \_\_\_\_\_  
\_\_\_\_\_ **And** MR. \_\_\_\_\_  
S/O \_\_\_\_\_ R/o \_\_\_\_\_  
(hereinafter referred to as the **"PURCHASER(S)"** which expression unless repugnant to the context shall always mean and include their respective heirs, successors, legal representatives executors and assigns) of the OTHER PART.

(The SELLER and the PURCHASER(S) as above are collectively known as the "Parties" and individually as "Party")

**WHEREAS** under the aegis of the Integrated Township Policy promulgated by the Government of Uttar Pradesh, M/s Amrawati Residency Pvt. Ltd. ("ARPL") was selected for setting up an Integrated Township Near HCL IT CITY, Sultanpur Road, Lucknow;

**WHEREAS** ARPL is developing the said Integrated Township Near HCL IT CITY, Sultanpur Road, Lucknow under the name of Amrawati IT CITY, Lucknow (hereinafter referred to as **"the Township"**) for which the layout is approved by the Lucknow Development Authority (**"LDA"**);

**WHEREAS** The layout plan for the purpose of setting up of a plotted development project on the Project Land in the name and style **"AMRAWATI IT CITY"** (**"Township"**), was approved by LDA vide Permit No. 102/Inti./layout/2021 dated 20.07.2021;

**WHEREAS** ARPL is developing first phase of **"Amrawati IT City" (Township)** under the name and style of **"Amarwati IT City – Phase 1 (Plots)" (the Project)** and this agreement is valid only for this project only

**WHEREAS** The Seller is well and sufficiently entitled to sell the various plots in the said Project, inter alia, comprising of several plots of various sizes, dimensions and land uses forming part of the approved layout plan of the said Project;

**WHEREAS** seller is the exclusive of owner of Part of Khasra No. \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ - which has been purchased by the seller vide various sale deeds/Transfer Deeds as mentioned here:-

- a. Vide registered deed dated \_\_\_\_\_ registered in Book No. 1 Zild No. \_\_\_\_\_ on Page \_\_\_\_\_ to \_\_\_\_\_ at Sl. No. \_\_\_\_\_ - in the office of Sub-Registrar-\_\_\_\_\_, Lucknow.

**WHEREAS** The Said Project has been registered with the Real Estate Regulatory Authority ("Authority") on \_\_\_\_\_ and the Said Project's Registration Certificate No. is \_\_\_\_\_. The details of the Seller and the Said Project are also available on the website (www.up-rera.in) of the Authority.

**WHEREAS** Purchaser(s) acknowledges that the Seller(s) has provided all the information and clarifications as required by the Purchaser(s) with respect to the Plot being purchased by it and the project (including phases), as enumerated in RERA, and that the Purchaser(s) has relied on its own judgment and investigation in deciding to book a Plot in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects. Further the compensation of claim, if any, of the Purchaser(s) in respect of the Plot hereby sold shall be deemed to have been waived.

**WHEREAS** The Buyer after fully satisfying himself about the right, title, location, possession, interest, competency and limitations of the Seller in the Project Land shown interest in the said Project and approached the Seller for purchase of a Residential Plot in the said Project and in pursuance of the application made by the Buyer named above, the Seller allotted to the Buyer residential Plot No. \_\_\_\_\_ in Block measuring..... square yards ( \_\_\_\_\_ square meters) in the said Project by allotment letter dated \_\_\_\_\_(hereinafter referred to as the "said Plot").

**WHEREAS** The Buyer has visited the said Plot and got the final demarcation of the size & location of the said Plot No.\_\_\_\_ in Block \_\_\_\_\_, having area measuring approximately \_\_\_\_\_ Square Yards (or \_\_\_\_\_ Square Meters) more Particularly described in the Schedule-A annexed here to and is fully satisfied with the internal development made at the site of the said Project by the Seller and having understood all the limitations and obligations of the Seller with respect to the provisions of external and internal infrastructure available to the site of the said Project, has now expressed his desire to get the Conveyance Deed of the said Plot executed and registered in his favour; subject to the terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:**

1. That in consideration of the Total Price of the said Plot amounting of Rs.\_\_\_\_\_ /- (Rupees \_\_\_\_\_Only) ("Total Price"), paid by the Buyer to the Seller, the receipt where of the Seller hereby admits and acknowledges, and the Buyer agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions herein contained and As contained in the Allotment Letter dated, executed between the Seller and the Buyer, the Seller doth hereby conveys to the Buyer all that piece and parcel of land comprising the said Plot together with right of all ways, paths, passages, liberties, privileges, easements, benefits to the said Plot belonging and/or pertaining thereto to hold the same by the Buyer for all times to come, more fully described in the SCHEDULE attached hereto in favour of the purchaser(s) to hold the same as absolute owners thereof, on the terms and condition as mentioned herewith.
2. THAT the absolute title, right and interest with all easements only in respect of the said plot hereby sold shall vest in the Purchaser(s) hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the Purchaser(s) right of use and enjoyment of the Plot sold in any manner whatsoever. THAT the Plot 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.

- 3.** That the consideration of the said Plot is inclusive of cost for development of internal service such as laying of roads, development of landscapes, laying of waterlines, laying of sewer lines, laying of electrical HT/LT lines, streetlights, laying of storm water drain lines and erection of electrical sub-station show ever, the Electric, Water, Sewerage Connection charges and any other incidental charges thereto are not included in the aforesaid Total Price and shall be payable by the Buyer. The Buyer shall pay the aforesaid charges / amounts, on demand, to the Seller as may be determined at the time of providing necessary connections from the main lines laid along the road servicing the said Plot or as the case maybe.
- 4.** The Buyer hereby agrees to pay dues of any development charges and increase in Government rates, taxes, cess etc. and/ or any other dues or levy and/or any other charges which may be levied or imposed by the Government / Statutory Authorities from time to time after the date of execution of this Conveyance Deed, with prospective or retrospective effect, including any increased amount of compensation payable to LDA or any other authorities in future on account of decisions of Courts / Tribunals for the land acquired / resumed and transferred to the Seller and cost of litigation. In case the same is paid by the Seller, the Seller shall have right to recover the same from the Buyer of the said Plot / buildup houses thereon.
- 5.** THAT the SELLER represent that they have absolute authority to transfer the Plot hereby sold and they have further represented that the said Plot is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the purchaser(s) is deprive of the Plot hereby conveyed or any part thereof on account of any defect in the title of the Seller and if the purchaser(s) is put to any loss on this account then the purchaser(s) shall be entitled to recover from the SELLER its successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed and if at any time hereinafter by reason of any defect or omission on the part of the SELLER, any person or persons make claims in the property hereby conveyed or any part thereof, then SELLER hereby agrees to refund the whole amount of sale consideration to extent of right affected in the said property.

6. The vacant and peaceful possession of the Said Plot is being delivered to the Purchaser simultaneously with the signing of this SaleDeed to the satisfaction of the Purchaser. The Purchaser confirms that he/she/they is/are satisfied as to the area / dimensions / cost & allied charges including Preferential location charges (PLC), if any ,quality and extent of various installations like water, sewer connection etc. in respect of the Said Plot.

**7. PURCHASER(S) REPRESENTS AND COVENANTS**

- a. The Buyer further assures that whenever the title of Buyer in the said Plot is transferred in any manner whatsoever, such subsequent transferee shall be bound by all covenants and conditions contained in this Deed of Conveyance and Allotment Letter and the Maintenance Agreement referred to elsewhere herein and subsequent transferee be answerable in all respects there of insofar as the same may be applicable to, affect and relate to the said Plot.
- b. That whenever the title of the said Plot is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall, atleast 30(thirty) days before the intended transfer, give notice of such transfer in writing to the Seller or association of plot owners and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Seller/ Maintenance Agency before effecting the transfer of the said Plot failing which the transferee shall have to pay all the outstanding dues, interest and penalty imposed of the Maintenance Agency before taking over possession of the said Plot.
- c. That the Buyer shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable.
- d. Buyer shall raise construction over the said Plot in accordance with the building plans duly approved by competent authority and the said Plot shall always be used for residential purposes only and shall not use or allow to be used for any purpose other than residential or in a manner that may cause nuisance or annoyance too the plot owners in the vicinity or for immoral purposes.

- e.** The Buyer undertakes to strictly abide by all norms and conditions of the zoning plan, policies, notifications, rules, by-laws, and/ or any other approvals granted by the competent authority in respect of the said Plot/said Project as maybe applicable from time to time while carrying out construction. The Buyer shall not partition or divide and shall not violate any other norm as maybe stipulated in the zoning plan such as number of floors and area to be constructed on the said Plot.
- f.** The Buyer shall not to amalgamate the said Plot with any adjoining plot without taking prior written approval of the Seller / Competent Authority. The Buyer specifically undertakes and agrees that the approval of building plans, occupation etc. shall be at his sole cost and responsibilities and the Seller shall have no responsibility for the same.
- g.** The common service areas, if any, as may be located within the said Project has been earmarked and/ or as shall be earmarked by the Seller/ Association of plot owners to house services including but not limited to electric sub-station, transformers, underground water tanks, pump rooms, and other permitted usages as per layout, zoning & services plans.
- h.** The Buyer shall have no right, title or interest in any other land, area, plot etc. in the said Project except the said Plot. The Buyer shall only have the right to ingress/egress, over and in respect of open spaces in the said Project. The Buyer or any other person(s) claiming through the Buyer shall not be entitled to seek partition of the open spaces and services area or any part thereof in the Project.
- i.** The Buyer shall not create and/or allow/cause creating any obstruction, blockages, elevations, constructions in the open spaces and service areas in the Project any manner whatsoever. The Buyer undertakes and agrees not to do any encroachment over the land between road, pavement and the said Plot, not to cause any littering, digging outside the said Plot or on the road, not to let water stagnate in or around the said Plot and to maintain the aesthetics of the said Project. The authorized personnel of Seller/ Association of

plot owners/ Maintenance Agency will be permitted to check or inspect stagnant water within the said Plot as pre-emptive precaution against mosquito and insect breeding.

- j.** The Buyer shall complete construction of 50% FAR over the said Plot within a period of 3 (three) years from the date of Conveyance Deed, after getting the plan approved from the competent Authority. The Seller may however at its sole discretion, at the written request of the Buyer extend the construction period for another months only upon the Buyer paying late construction charges to the Seller at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per sq. yards per month of delay. The late construction charges shall be increased if the delay continues beyond the period of periods of \_\_\_\_ months in case any further extensions are granted by the Seller beyond months. The Buyer agrees and understands that the provision for imposition of late construction charges is necessary with a view to develop and habitate the said Project. The aforesaid late construction charges are distinct and separate, to be payable by the Buyer to the Seller and are in addition to any other penalty, charges etc. as maybe imposed by any other competent Authority and the Buyer further undertakes to keep the Seller harmless and indemnified in this regard.
- k.** The Buyer shall further ensure that any construction over the Plot shall not cause any damage to the adjacent buildings / properties and/or nuisance to other occupants of the said Project.
- l.** The Buyer shall have no objection of any kind, whatsoever, to the Seller or any other person developing or continuing with the development of other plots and / or are as adjoining with the said Plot conveyed herein to the Buyer.
- m.** The Purchaser/ Buyer shall not make and /or allow/ cause to make pollution of any kind, including but not limiting to noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Project, save and except at areas/

places specifically earmarked for these purposes in the said Project.

- n.** The Buyer shall become member of Owners Association, formed for the purposes of looking after and taking care of maintenance, repair, management and administration of the said Project and shall abide by the bye-laws of the same. The Buyer shall also from time to time be required to pay membership fee/ subscription charges, sign and execute any application, documents in this regard. Buyer shall pay monthly maintenance charges to the Seller or its nominated agency till the Seller or its nominated agency maintains the Project. The maintenance charges shall be payable from the date of offer of possession of the Plot.
- o.** If any provision of the existing and future Laws, guideline, directions etc. of any Government or the Competent Authorities made applicable to the said Plot/said Project requiring the Seller to provide extra pollution control devices, effluent treatment plant etc. in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Buyer in proportion to the area of said Plot to the total area of the said Project, as and when demanded by the Seller.
- p.** Stamp duty, registration fee, freehold conversion charges and all other incidental charges required for execution and registration of this Deed are borne by the Buyer. The Buyer shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Uttar Pradesh and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the Concerned Authority.
- q.** The buyer shall pay on pro-rata basis any/all charges, fees and expenses payable for obtaining service connections like telephone, water, sewer connection and other utilities including security deposit for sanction and release of such connections as well as service charges pertaining thereto.
- r.** The buyer shall obey all directions, rules and regulations made by the Maintenance Agency/ concerned government authorities, now existing or hereinafter to exist so far as the

same are incidental to the possession of immovable property or so far as it affect the health, safety or convenience of other inhabitants of the Township.

- s. The buyer shall use the said plot for residential purposes only and shall not use the Plot for any commercial, illegal or immoral purpose. In the case of violation of this condition, the Seller / Association Of Allottees, as the case may be, shall be entitled to take steps to enforce the conditions laid down in this clause apart from its right to claim damages from the Purchaser(s) and the right to take such other action or seek such other legal remedy as it may decide for restraining the Purchaser(s) from making a use of the Plot prohibited by this Deed.

**8. SELLER'S COVENANTS WITH THE BUYER:**

- a. That the Seller has absolute, exclusive, and unequivocal right, full power and authority to convey the said Plot unto the Buyer.
- b. That the said Plot is free from all kinds of encumbrances such as sale, gift, mortgage, charge, security, lien, dispute, litigation, acquisition, attachment in the decree of any court, court injunction, lease etc. and there is no legal impediment or restraint of any nature whatsoever for transfer of the said Plot to the Buyer and should there be any payables and encumbrances, the same shall be the responsibility of the Seller only to settle such outstanding dues subject to the terms and conditions of the Allotment Letter.
- c. There is no litigation pending before any Court of law with respect to the land underneath the said Plot.
- d. The Buyer shall be the sole and absolute owner of the said Plot with rights of ownership, possession, and enjoyment and shall be entitled to deal with and dispose of the said Plot as deems fit without any interference, obstructions or hindrance from the Seller or anyone claiming under, through or in trust for the Seller, unless otherwise provided herein.

## **9. RIGHTS OF SELLER**

The Purchaser hereby confirms and unconditionally agrees that:

- a.** The Seller shall, if permissible by the relevant authorities and under the applicable laws, may make additions to the project including exploiting any additional FAR, raising floors, putting up additional structure etc. and all such additions shall be the sole property of the Seller which will be solely entitled to sell/ transfer/ use / deal it in any manner.
- b.** In case the Seller or its representative(s), henceforth, desires to cause earth cutting in any part of the land for the purpose of making any sort of underground facility or development, the Purchaser(s) shall confirm that he shall extend necessary cooperation in that regard and shall not be entitled to raise any objection thereto.
- c.** The Seller shall be entitled to put neon/electronic sign boards, name plate of its establishment/Seller name, advertisements etc. inside or outside the Project and common area and use such open, free space for brand promotion. The Purchaser(s) / Association of Allottees of the Project will neither have the right to remove/change/alter such signboards or advertisements nor will they have any claim on the revenue (if any) generated there from.
- d.** Convenient shops, Stores, dining hall, ATM space, Kiosk etc. Built in any part of the said Project/ whole project are in the nature of the saleable units and therefore shall be the exclusive property of the Seller and it shall be free to deal with it.

## **10. USE OF COMMON AREA AND FACILITIES**

- a.** The Seller has conceived and planned various Common areas, Amenities and Facilities in the Whole Project. These Common areas, Facilities and Amenities developed/ to be developed shall be common for all occupants of the whole project. Therefore, it has been clearly explained by the Seller to the Purchaser(s) and further agreed by the Purchaser(s) that the Common areas and facilities of Whole project along with the

Common areas and facilities of the said project are common and buyers of whole project are equally eligible to use the same. The Purchaser(s) of the Whole project shall have equal rights in the Common areas and facilities of the whole project and the Purchaser(s) shall not obstruct and/or cause any hindrance to any buyer(s) belonging to any phase/ Tower in the Whole project.

- b.** That the Purchaser(s) hereby agrees that his/her right to use of Common Areas and Facilities developed with the said Project and/or the Whole Project shall be subject to the timely payment of total maintenance charges and performance by the Purchaser(s) of all his obligations in respect of the terms and conditions specified under this Deed as well as by the Owners Association from time to time. The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Purchaser(s) agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.
- c.** The Purchaser(s) agrees and confirms that the right to use the common areas and facilities shall be governed by the Seller till the formation of association and as per the maintenance agreement/ bylaws/ maintenance guidelines as prescribed by the association formed in this respect. The Purchaser(s) shall have no claim, right, title or interest of any nature or kind in respect of any unsold units and / or un-allotted / un earmarked spaces and /or limited common areas and facilities in the said project, which shall always remain the absolute property of the Seller, until any right or title of any of such assets or property is specifically transferred or assigned by the Seller to the Society or any other Purchaser(s)/Person(s). Thus, except the ownership rights of the Plot and the limited right to use and enjoyment of common areas and amenities such as recreational facilities, water and electricity arrangements etc. and the right of ingress and egress in respect of any of the common areas such as passages, roads; the Purchaser(s) shall have no right of any kind with respect to any other property, moveable or immovable or any part thereof, whatsoever in the said project.

- d.** The Common areas and facilities shall not be transferred and remain undivided and the Purchaser(s) and no other owner or any other person shall bring any action for partition or division of any part thereof, and any covenant to the contrary shall be void.
- e.** That the Purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in common areas, open spaces and other common passages.
- f.** The Purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings outside their plots.

**11. PAYMENT OF TAXES AND OTHERS DUES**

- a.** That the Purchaser(s) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Plot by any authority or body or Govt. from time to time.
- b.** That the seller shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Plot by any authority or body or Govt till the possession or date of execution of this deed, whichever is earlier.
- c.** That in case any dues are outstanding against the Seller or their predecessors in interest in respect of Plot hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the seller and not the Purchaser(s).

**12. \_\_\_\_\_**

- a.** That the Purchaser(s) is liable to pay One time Interest Free Maintenance Security '(IFMS)' to the SELLER before execution of the Sale Deed. The IFMS shall be transferred to the Association of Allottees at the time of handing over the maintenance of the common areas and facilities of the Project to the Association of Allottees without any interest. IFMS shall be non refundable in all respects.

- b.** That the Purchaser(s) 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 SELLER/Authorised Agency to the Purchaser(s).
- c.** That if the Purchaser(s) defaults or fails or neglects or refuses to make payment of the aforesaid maintenance charges, then Authorised Agency will be entitled to recover the same through Court of Law at the cost of the Purchaser(s).
- d.** That the SELLER will maintain the premises till the formation of Society by the residents.

**13. ELECTRIC CONNECTION**

- a.** THAT the Purchasers shall take his own electric connection from UPPCL Electric supply undertaking and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The Purchasers shall obtain a "No Objection Certificate" from the seller for its purpose.

**14. VIOLATIONS BY THE PURCHASER(S)**

The Purchaser(s) understands that if he, at any time –

- a.** violates or fails to abide by the terms and conditions of this Deed and / or
- b.** fails to fulfill his duties and obligations under the terms and conditions of this Deed and / or
- c.** causes or allow to be caused any obstruction or interference of whatsoever nature to impede / prevent the Seller from exercising its legal right(s) in dealing with the project and / or
- d.** causes or allow to be caused any obstructions or interference in the activities of the Seller with respect to the project; then the Seller shall be entitled to take all such steps that may be required to enforce the Purchaser(s) to abide by the conditions laid down in this Deed including but not limited to exercising its right to claim damages and / or take such other action or seek such other legal remedy as the Seller may decide.

**15. EXPENSES IN RESPECT OF SALE DEED**

- a. The Purchaser(s) shall participate towards registration of this deed of the Plot, as provided under sub-section (1) of section 17 of the Real Estate (Regulation and Development) Act, 2016 ("Act").
- b. THAT all the expenses for execution and registration of this sale deed shall be borne by the Purchaser(s) and in case any deficit or penalty in respect of payment of stamp duty is levied, the same shall be borne and paid by the Purchaser(s).

**16. FORMATION OF SOCIETY:**

THAT after handing over the possession of the plot to the Purchaser(s), till the formation of society, the Authorised Agency will be maintaining the Main water lines, sewer lines, common passages and other common facilities leading to ingress and egress of the Plot, and all respective purchaser(s) shall pay to the Authorised Agency towards such maintenance charges at the rate which will be mutually decided by the parties from time to time and after the formation of the society, all purchaser(s) shall pay to the society as decided by the same from time to time, for which the necessary notice will be given by the Seller/Authorised Agency to the purchaser(s) and on default of the purchaser(s) or failing or neglecting or refusing to make Payments of the said maintenance charges, seller/Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser(s). That the purchaser(s) or his/her subsequent buyers shall always be liable to abide by and comply with the bye-laws and rules and regulations of such Maintenance Society.

**17. LIABILITY OF PURCHASER(S)**

- a. That before transfer of the said Plot either by Purchaser(s) or any of their transferee(s), the Purchaser(s) or any of their transferee(s) shall have to obtain the 'No Objection Certificate' from the 'Seller/Authorised Agency/ Society', who are maintaining the aforesaid Project regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Purchaser(s) or any of their transferee(s) transfer the said Plot without obtaining the said 'No Objection Certificate' from the 'Seller/Authorised Agency/Society'

then in that event the new owner or owners of the said Plot shall have to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said Plot, to Seller/Authorised Agency.

- b.** That in case of resale of the plot by the Purchaser(s), the transferee shall always be bound by the terms and conditions contained herein.
- c.** That the Purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in open spaces and other common passage of the project and shall not obstruct the ingress and egress of the other occupants of the said residential project, parking of personal vehicles in the open spaces shall however, be permitted.
- d.** THAT the Purchaser(s) shall not throw or accumulate any dirt, filth, rubbish, garbage, rags or other roughage or permit the same to be thrown or accumulate in any portion of the Project. The Seller/Maintenance Agency/Association of Allottees shall be entitled to remove the same without giving any notice to the Purchaser(s) and to take them in its custody at the risk and responsibility of the Purchaser(s) and no claim shall be made by the Purchaser(s) against the Seller / Maintenance Agency / Association of Allottees in respect of such goods. The Purchaser(s) / occupants shall dispose the waste in accordance with the rules regarding the same, as set out by the Seller / Association of Allottees.
- e.** That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Plot to the Purchaser(s) and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the Seller after the date of registration of this Sale Deed.

**18. NOTICE**

That all letters, circulars, receipts and / or notices issued by SELLER dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the Purchaser(s) given herein above will be sufficient proof of the receipt of the same by the Purchaser(s) and shall completely and effectually discharge the SELLER in respect of the same.

**19. INDEMNIFICATION**

- a. THAT if any relative, successors, heirs of SELLER or any person claims any right or privileges in respect of the Plot hereby transferred it shall be rendered illegal and void by virtue of present Sale Deed and if the Purchaser(s) is deprived of aforesaid Plot by reason of any defect in the title, the SELLER hereby undertake to indemnify the Purchaser(s) against all losses suffered by the Purchaser(s) due to such loss or losses.
- b. That the Purchaser(s) hereby indemnifies and agrees to keep the SELLER indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the SELLER may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and/or any other such charges payable by the Purchaser(s) in respect of the said plot from the date of execution of this Deed.

**20. WAIVER**

Any delay tolerated or indulgence shown by the Seller in enforcing any of the terms of this Deed or any forbearance or extension of time given to the Purchaser(s) to fulfill his obligations and abide by the terms of this Deed shall not be construed as a waiver on the part of the Seller or any breach or non-compliance of any of the terms and conditions of this Deed by the Purchaser(s) nor shall the same in any manner prejudice or affect the rights of the Seller.

**21. SPECIFIC PERFORMANCE**

The Seller hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore that, without prejudice to any and all other rights and remedies the Seller may have, the Seller shall be entitled to the remedies

of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Deed. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Seller may have under law or in equity or pursuant hereto.

**22. SEVERABILITY**

If at any time, any provision of this Deed shall be determined to be void or unenforceable under any applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, as the case may be, and the remaining provisions of this agreement shall survive and remain valid and enforceable with full force and effect. However, if any of the provisions, attributable to the above causes, has to be deleted / replaced, then the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provisions being deleted / replaced such that it preserves and protects the interest of the Parties under this Deed.

**23. GOVERNING LAW**

That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.

**24. JURISDICTION**

That, the Courts of Uttar Pradesh, at Lucknow bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.

**25. DISPUTE RESOLUTION**

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the Parties by mutual negotiations and Agreement. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or

any subsequent enactment or amendment thereto ("the Arbitration Act"). The Seller shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the Parties. The venue of arbitration proceedings shall be Lucknow. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the Parties in equal proportions.

**26. SAVINGS**

Any brochure, application, letter, allotment letter or any other document signed by the Purchaser(s), in respect of the flat, or building, as the case may be, prior to the execution and registration of this deed for such flat, shall not be construed to limit the rights and interests of the Purchaser(s) or the Seller under this deed, under the Act, the rules or the regulations made thereunder.

**27. ASSIGNMENT**

The Seller shall be free to assign any/all of its rights under this deed and rights with respect to the Project and the Land to any other person/entity ['Assignee(s)'] and the Purchaser(s) shall not be entitled to object to the same in any way. With effect from the date of such assignment by the Seller, the term 'Seller/Seller' as interpreted in this deed and for all purposes herein, shall mean the Assignee(s).

**28.** That this sale deed has been drafted by the undersigned as per instructions and documents provided by the Parties for which they shall be responsible.

**29.** That the identification of the Parties has been done on the basis of the documents provided by them.

**VALUATION AS PER CIRCLE RATE**

**1. LOCATION OF ROAD**

THAT the Plot transferred under this deed is situated at Village Mastemau, Pargana, TehsilMohanlalganj& Distt. Lucknow, which is falling near HCL IT CITY, Sultanpur Road, Lucknow, which is assessed @Rs\_\_\_\_\_per sq mts as given in Circle Rate List, issued by Collector, Lucknow.

**2. CALCULATION**

That the Plot hereby sold is about \_\_\_\_\_ sq. meter the value whereof @ Rs. \_\_\_\_\_/- per sq. meter comes to Rs. \_\_\_\_\_/-. The actual sale consideration is \_\_\_\_\_ which is higher/lower than the market valuation hence Stamp Duty will be paid on Sale Consideration of Rs. \_\_\_\_\_/- only. Thus the stamp duty of Rs. \_\_\_\_\_/-has been paid vide E-Stamp Certificate No. IN-\_\_\_\_\_S dated \_\_\_\_\_.

**SCHEDULE OF PROPERTY**

All that piece and parcel of residential plot bearing No. \_\_\_\_\_ in Block, measuring \_\_\_\_\_sq mt situated in Amrawati IT City, Near HCL IT City, Village- Mastemau, Tehsil Mohanlalganj, District Lucknow, Uttar Pradesh, and is bounded as under & the layout plan enclosed herewith:

<b>EAST</b>	:
<b>WEST</b>	:
<b>NORTH</b>	:
<b>SOUTH</b>	:

**IN WITNESS WHEREOF the Parties have put their respective signatures on this deed of sale on the date, month and year first above written in presence of following witnesses.**

**WITNESSES**

**1.**

(  
M/S AMRAWATI RESIDENCY  
PVT LTD Through  
Authorized Signatory  
**SELLER**

**2.**

(  
**PURCHASERS**

