

DETAILS OF INSTRUMENT IN SHORT

Ward	:	Ibrahimpur,Code-001
Mohalla	:	Sector-18, Vrindavan Yojana, V Code-0012
Details of Property	:	Plot No.-....., in Project Kahlon Garden City-II,
Standard of measurement	:	Sq. Mtrs.
Area of Property	:	xxxx
Type of Property	:	Land
V-Code	:	0012
Consideration	:	Rs.-...../-
Valuation	:	Rs.-...../-
Stamp Duty paid	:	Rs.-...../-
Boundaries	:	
East	:	xxxxxxxxxxxxxxxxxxxx
West	:	xxxxxxxxxxxxxxxxxxxx
North	:	xxxxxxxxxxxxxxxxxxxx
South	:	xxxxxxxxxxxxxxxxxxxx
No. of persons in first part (2)		

No. of Persons in First Part(2)

Details of Sellers :

- (1) **N.G.K. INFRAVENTURES PVT. LTD., (CIN No.- U45400UP2015PTC069624) a Company registered under the Companies Act-2013, having its registered office at Sector 11-B, Near Water Tank, Vrindavan Yojna, Lucknow through its Director Sri. Gauravdeep Singh wide Board Resolution No.-01 dated 01/07/2015 (Aadhar No.- 593817697332)**
- PAN No.-AAECN8857F**
- D.O.Incorporation.-18/03/2015**
- MOBILE No.-9935541056**
- (2) **KAHLON SEHKARI AWAS SAMITI LTD. (Registration No.- 1351) Lucknow, a society registered under the Co-operative Societies Act, having its registered office at Village-Barauli Khalilabad, P.O.-Uttratia, Lucknow through its Secretary Gurubachan Singh son of Sri Kulwant Singh resident of N.C.B. Singar Nagar, Baarat Ghar, Alambagh, Lucknow.**
- PAN No.-AACAK4243Q**
- D.O.Incorporation.-27/05/1995**
- MOBILE No.-9415196172**

No. of person in second part (1)

Details of Purchaser:

**Smt. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX resident of
YYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY
PAN No.-XXXXXXXXXXXX
Aadhar No.-XXXXXXXXXXXX
MOBILE No.-XXXXXXXXXXXX**

SALE DEED

THIS SALE DEED MADE ON this the **xx day of mm, yyyy** at **LUCKNOW** BY (1) **N.G.K. INFRAVENTURES PVT. LTD.**, a Company registered under the Companies Act-2013, having its registered office at Sector 11-B, Near Water Tank, Vrindavan Yojana, Lucknow through its Director Sri Gauravdeep Singh (2) **KAHLON SEHKARI AWAS SAMITI LTD.LUCKNOW**, a society registered under the Co-operative Societies Act, having its registered office at Village-Barauli Khalilabad, P.O.-Uttratia, Lucknow through its Secretary Sri Gurubachan Singh son of Sri Kulwant Singh resident of N.C.B., Singar Nagar, Baarat Ghar, Alambagh, Lucknow (hereinafter jointly referred to as the 'SELLERS') IN FAVOUR OF **XXXX XXXXXXXXXXXXXXXX** resident of **YY** (hereinafter referred to as the 'PURCHASER').

WHEREAS the Seller no. 2 was the recorded owner of Land comprising of Khasra Nos.440/3, 637, 740, 318Mi., & 506/2 total

measuring 3.4020 Hectare situated at Village-Barauli Khalilabad, Pargana-Bijnore, Tehsil & District Lucknow having duly purchased from Farmers.

AND WHEREAS the name of Seller no. 2 was duly mutated in Revenue Records.

AND WHEREAS the said land was acquired by Housing Board for its Vrindavan Yojana Scheme-4 vide notification dated 11.11.1999 U/s 28 and notification dated 27.02.2004 U/s 32 of U.P. Avas Evam Vikas Parishad Adhiniyam, 1965.

AND WHEREAS ultimately **25,400.58 Sq. Mtrs.** of land in Sector-18 of Vrindavan Yojana was released by U.P. Avas Evam Vikas Parishad per agreement duly executed between U.P. Avas Evam Vikas Parishad and Sellers No. 2 on 09.03.2017.

AND WHEREAS U.P. Avas Evam Vikas Parishad, Lucknow has handed over the peaceful possession of the **25,400.58 Sq. Mtrs.** of land in Sector-18 to Seller No. 2 vide letter no.-392/P-7/36 dated 10.03.2017.

AND WHEREAS the layout has been duly approved by U.P. Avas Evam Vikas Parishad Lucknow vide Permit No. 1163 dated 28.04.2017.

AND WHEREAS the Seller No. 2 has requested U.P. Avas Evam Vikas Parishad Lucknow vide its application dated 13.02.2017 that to permit Seller No. 2 to deposit the shelter fees instead of constructing E.W.S./L.I.G. houses in the project. Taking action on it, the U.P. Avas Evam Vikas Parishad, Lucknow has informed to Seller No. 2 vide letter no-905/va.ni.-5 dated 03.04.2017 that after depositing the calculated shelter fees in account of Parishad, the revised Lay-out Map will be issued.

AND WHEREAS the Seller No. 2 has deposited the shelter fees as demanded by U.P. Avas Evam Vikas Parishad, Lucknow on 20.06.2018.

3. That the property is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever till date and the Sellers shall discharge the same from out of his own funds and keep the Purchaser indemnified and if any person claims through the Sellers 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.
4. That till the formation of **Kahlon Garden City, Phase-2, Residents Welfare Association**, the maintenance of the project '**Kahlon Garden City-II**' including the water main line, sewer lines, common parks, roads etc., and other common facilities leading to ingress and egress of the plot, hereby sold shall be done by Kahlon Sehkari Awas Samiti Ltd. Lucknow, and the Purchaser shall pay to the '**Kahlon Garden City, Phase-2, Residents Welfare Association**' towards such maintenance charges at the rate of **Rs.-557.72 per square meters**. After the formation of the Residents Welfare Association, such maintenance charges can be revised as per the resolution passed by the Residents Welfare Association.
5. 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 view the actual cost of maintenance, for which the necessary notice will be

given by the **Kahlon Garden City, Phase-2, Residents Welfare Association**, to the Purchaser and on default or failing or neglecting or refusing to make payments of the said maintenance charges **Kahlon Garden City, Phase-2, Residents Welfare Association**, shall be entitled to recover the same through Court of Law at the cost of the Purchaser..

6. That besides above if the Purchaser fail or neglect or refuse to make payment of the aforesaid maintenance charges, then the **Kahlon Garden City, Phase-2, Residents Welfare Association**, will be entitled to disconnect the water supply to the property hereby sold and after payment of defaulted amount all services to be restored.
7. That the Purchaser shall necessarily have to become a member of Kahlon Sehkari Awas Samiti Ltd. Lucknow, and also the **Kahlon Garden City, Phase-2, Residents Welfare Association** as and when formed and also abide by the bye laws as framed from time to time.
8. That before transfer of the said plot of land/property either by Purchaser or any of their transferee(s), the Purchaser or any of their transferee(s) shall have to obtain the 'No Dues Certificate' from the **Kahlon Garden City, Phase-2, Residents Welfare Association**, maintaining the aforesaid project regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Purchaser or any of his/her transferee(s) transfer the said property without obtaining the said 'No Objection Certificate' from '**Kahlon Garden City, Phase-2, Residents Welfare Association**' then in that event the new owner or owners of the said property 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 property, to the '**Kahlon Garden City, Phase-2, Residents Welfare Association**'.
9. That the plot hereby sold shall be used by the Purchaser for residential purposes only and any construction thereon shall be made strictly as per the sanctioned map from UP Awas Evam Vikas Parishad, Lucknow and in no case the Purchaser shall change the same and use it for purposes other than residential.

10. That the Purchaser shall have no right to ingress or encroach upon the Park specifically demarcated which is part of the common area in future in any manner by making temporary or permanent construction or install any kind of structure etc. or make hedges or stop the movement of other people or fell trees. Failure to abide with this condition shall attract strict penalty including rendering the sale deed to be ineffective.
11. That the Purchaser shall take its own electric connection from Lucknow Electric supply undertaking and will pay for the electricity so consumed to the Concerned Authority. The Purchaser shall obtain a "No Objection Certificate" from the Sellers for the said purpose on payment of charges for such NOC.
12. That all taxes including House Tax and Water Tax etc. in respect of the plot transferred under this deed shall be borne and paid directly to the concerned authorities by the Purchaser. The Sellers will not be responsible in any manner.
13. That except ownership rights in the said plot of land hereby sold, the Purchaser shall have no claim, right, title or interest of any kind in respect of any open land. However, the Purchaser of the said property shall have the right to use all common facilities except as hereinabove provided. The Purchaser shall have no claim against the Sellers in respect of any item of work, material and installations etc. in the said property hereby sold.
14. That in case any further additional development charges, cess fees etc. are demanded after possession of the plot by or are found payable to any Govt. Authority in respect of the aforesaid plot of land due to statutory requirement, the same shall be paid directly to UP Awas Evam Vikas

Parishad, Lucknow or such other Govt. Authority or on such demand by the Purchaser only and the Sellers shall not be liable to pay the same.

15. That the area of the plot hereby sold is **xxxxxx sq. mtr.** and plot is situated on 9 meter wide road, market value whereof for the purposes of stamp duty as per rates fixed by collector Lucknow is **Rs. 22,000/- per sq.mt.** which comes to **Rs.-xxxxxxxxx/-** only. As the actual sale consideration is being more i.e. **Rs.-xxxxxxxxx/-** the stamp duty payable on sale consideration at the prescribed rate for ladies is **Rs.-xxxxxxx/- or say Rs. xxxxxxxx/-** which is being Paid as per G.O. No. S.V.K.N.-5-462/11-2006-500(92)/2005 dated 23.02.2006 read with G.O. Dated 30.06.2008 through **E-Stamp no.IN-UPO**

There is no construction on the said plot. It is not situated on corner, two roads or on any segment Road.

16. That the expenses for stamp duty is being paid by **the Purchaser** & registration charges etc. payable in respect of this sale deed have been exclusively borne **by the Purchaser.**

17. That the expressions "Sellers" and the "Purchaser" hereinbefore used unless repugnant to the context means and shall always mean and include their respective heirs, successors, Legal representatives and assigns.

IN WITNESS WHEREOF WE, the above named Sellers 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.-xxxxx, situated at Kahlon Garden City-II, Sector-18, Vrindavan Yojana, Lucknow, measuring xxxxx Sq. Mtr. and bounded as below:-

East : Boundary Wall

West : 9.0 meter Wide Road

North : Green Belt

South : Plot No.-xxx

WITNESSES:

SELLER No. 1

1. (~~XXXXXXXXXXXXXXXXXXXX~~)

S/o. ~~XXXXXXXXXXXXXXXXXXXX~~
R/o. Village-~~yyyyyyyyyyyyyy~~
No. 2
Mobile No.-~~xxxxxxxxxxxx~~

SELLER

PURCHASER

2. (~~XXXXXXXXXXXXXXXXXXXX~~)

S/o. ~~XXXXXXXXXXXXXXXXXXXX~~
R/o-~~yyyyyyyyyyyyyyyyyyyy~~
Mobile No.-~~xxxxxxxxxxxx~~

Drafted by :

Typed by :

(SHAIENDRA KUMAR SRIVASTAVA)
Advocate
Collectorate Court, Lucknow
Mob. No. 9415026041
Regn. No.-2157/93

(ANKIT SAHU)
Civil Court,
Lucknow

PHOTOGRAPH

Plot No.-116(1), situated at **KAHLON GARDEN CITY-II**, Sector-18, Vrindavan Yojana, Lucknow

SELLERS

PURCHASER