

Sale Consideration Rs. [.]

Valuation Rs. [.]

Stamp Duty Paid Rs. [.]

Sale Deed

- | | |
|-----------------------------|--|
| 1. Kind of Property | [.] |
| 2. Ward | [.] |
| 3. Place | [.] |
| 4. Detail of Property | [.] |
| 5. Unit of Measurement | Square Meter |
| 6. Area of Flat/Unit/Office | Super Area [.] Sq. Mtr.
Covered Area [.] Sq. Mtr.
Carpet Area [.] Sq. Mtr. |
| 7. Other Details | [.] |
| 8. Condition | [.] |
| 9. Year of Construction | [.] |
| 10. Sale Consideration | Rs. [.] |
| 11. No. of Seller (.) | No. of Purchaser (.) |
| (A) Seller(s) Description | |
| Name | [.] |
| Permanent Address | [.] |
| (Admin Office) | |
| Present Address | [.] |
| Occupation | [.] |
| (B) Purchaser(s) | |
| Description | |
| 1. Name | [.] |

Father's Name	[.]
Permanent Address	[.]
Present Address	[.]
2. Name	[.]
Husband's Name	[.]
Permanent Address	[.]

This DEED OF SALE (hereinafter referred to as “**this Deed**”) is entered into between:

[.] a company incorporated under the Companies Act, 1956 and having its registered office at [.] through its Authorised Signatory [.] son of [.] resident of [.] vide Board Resolution dated [.], hereinafter referred to as “**SELLER/FIRST PARTY**” (which expression shall unless it be repugnant to the context or meaning thereof , be deemed to mean and include their successors, transferees, assigns and nominees etc.) of the First Part

AND

[.] **son of Mr. [.] and Mrs. [.] wife of [.] both residents of [.]** hereinafter referred to as the “**PURCHASER /SECOND PARTY**” (which expression shall mean and include his heirs, legal representative, transferees, successors, assignees, administrators and nominees etc.) of the Second part,

(Whenever the Purchaser is a female the expression “he”, “him”, “himself” etc. in this Deed in relation to the Unit shall be read and construed as “she”, “her”, “herself” etc. These expressions shall be deemed as modified and read suitably and whenever the Purchaser

is a Joint Stock Company, Body Corporate or a Firm or any Association/Society/Society of Persons and whenever there are more than one Purchaser, the expression Purchaser in this Deed shall be construed as including each of such Purchasers and their respective heirs, executors, administrators, legal representatives, nominees, successors, transferees and assigns etc.)

WHEREAS Andes Town Planners Private Limited had ownership rights to a freehold commercial plot admeasuring 73018.74 square meters bearing Plot No.TCG-3/3 situated at Vibhuti Khand, Gomti Nagar Scheme, Lucknow bounded as under:

East: 60 meter wide road

West: TCG-2 & TCG -5

North: 30 meter wide road and part boundary

South: 30 meter wide road

(hereinafter referred to as “said Land”).

After obtaining the sanction of plans for the development of a commercial and group housing complex on the said Land under the name and style of Rohtas Plumeria Homes (hereinafter referred to as “**Total Project**”) the construction on the said Land was started as per the norms of the sanctioned plans.

AND WHEREAS as a part of its business strategy, M/s U.P Township Private Limited decided to transfer the Total Project to its subsidiary company, in the name and style as M/s Andes Town Planners Private Limited by executing a Transfer Deed together with constructions thereon.

AND WHEREAS the Andes Town Planners Private Limited had entered into an [_____] agreement with Halwasiya Developments Private Limited (HDPL) to facilitate and assist in construction, implementation and completion of ANANTA.

AND WHEREAS the residential-cum-commercial Complex to be developed on the plot of land admeasuring 4600 sq. mtrs situated at Plot No. TCG – 3/3, Vibhuti Khand, Gomti Nagar Scheme, Lucknow (**'said Plot'**) shall be known as "**ANANTA**", but for convenience in this Deed, it shall hereinafter be referred to as the **'said complex'**.

AND WHEREAS the design for the Complex provides multi-storeyed construction with commercial and residential use.

AND WHEREAS it is made clear that the use of the term 'complex' in this Deed may mean the whole complex or only the residential part or only the commercial part, as the context requires.

AND WHEREAS the purchaser, being interested in purchasing the Flat/Unit/Office No. [.] on [.] **floor** in **Block '[.]'** measuring about [.] square feet of carpet area [i.e. [.] square meter of carpet area and [.] square meter of super area) had applied for allotment and said Unit has been allotted to him in the said complex on total sale consideration of **Rs. [.] (Rupees [.] only)**

AND WHEREAS the Purchaser has perused photocopies of the Sale Deeds, title documents, and other agreements/documents in respect of said Land and said Complex dated and has also apprised himself of the laws, notifications, rules and regulations applicable and has fully satisfied himself about the right, title and interest of the First Party in the said Complex.

AND WHEREAS the Purchaser hereby undertakes that he shall abide by all laws, rules & regulations and terms & conditions of the LDA and / or of the Uttar Pradesh Government, the Local Bodies, the U.P. Apartment

Ownership Act, U.P. Urban Planning & Development Act, 1973 and shall be liable for defaults or breaches of any of the conditions, rules or regulations as may be applicable to the said Complex..

AND WHEREAS the Purchaser has understood the fact that the ownership and occupation of Unit in the said Complex will be subject to a number of restrictions as also obligations as detailed in this Deed and he offers and undertakes to so conduct himself;

AND WHEREAS the Purchaser is fully aware that certain common facilities are yet to be completed and the same will be completed in phases and the purchaser has agreed to take possession of the said Unit on as-is-where-is basis. The seller has agreed on the said proposal of the purchaser and has agreed to execute the sale deed of the said Unit on as-is-where-is basis in favour of the purchaser and Seller hereby confirms that the said Unit being sold is free from all sorts of encumbrances, liens, attachments, mortgages charges, litigation or dispute etc.

NOW THIS DEED OF SALE IS WITNESSETH AS UNDER-

1. That in pursuance of the above and in consideration of **Rs. [.] (Rupees [.] only)** paid to the Seller (the receipt whereof the Seller do hereby acknowledges), the Seller doth hereby transfer, convey and assign by way of sale of the said Unit i.e. Flat/Unit/Office No.[.] in '[.]'-Block measuring [.] square feet of carpet area [i.e. super area [.] square meters (approx)] and carpet area [.] square meters (approx) on [.] **Floor** in the complex known as "**ANANTA**" situated at said Plot together with proportionate undivided and un-demarcated share in the land earmarked for [__] portion and falling under the respective block measuring about [.] square meters

and right to use [.] ([.]) car parking (hereinafter referred as the '**said Unit**') more fully detailed at the foot of this Deed to enjoy the same as his property as absolute owner on the terms and conditions mentioned hereinafter.

2. That the Purchaser has fully satisfied himself about the quality of Unit.
3. That it is further agreed that in case any further additional development charges are demanded before or after delivery of the possession of the Unit or are payable to [.] or any other Government agencies in respect of the said Unit due to statutory requirement, the same shall be proportionately shared by the purchasers of the complex and will be paid directly to them or to the Seller separately on demand. However any statutory charges, dues, penalty etc. unpaid upto the date of execution and registration of this Deed shall be the responsibility of the Seller and the Purchaser shall not be liable for such dues.
4. That the Seller alone is entitled to get refund of the various securities deposited during construction of the building/Complex with various Government authorities for electric, water and sewer connections etc.
5. That save and except as provided hereinafter in this Deed, the Purchaser shall have no claim, right, title or interest except right of the ingress and egress in respect of all or any of common area, such as, stair cases, lobbies etc., which shall be commonly shared/ used by the owners of the other portion of the Complex. The possession of the common areas may be handed over to the proposed body corporate/society /maintenance organization at an appropriate time to be decided by the seller (but subject to residuary rights).

6. That the purchaser shall in no way or manner be entitled to block the common areas, such as corridors, lobbies, stair cases, entrance, parking area, gardens, terrace, water tanks, pumps, motors, pipes, ducts and in case he does so, the seller and the owners of other units, shall have right to remove the constructions, obstructions forthwith at the cost of the purchaser.
7. That the purchaser has examined the nature and quality of the constructions and he is fully satisfied with it. The purchaser hereinafter shall not be entitled to raise any sort of dispute or claim in respect of the, nature, quality, stability workmanship or anything or matter relating to or incidental to the construction of the said Unit and the building/Complex including the common portions and amenities. It is also understood and agreed that any claim for facilities and services other than the Unit will be operational at the end of the completion of entire project though every effort will be made to provide them as early as possible.
8. That if the purchaser observes any defect in the Unit after taking possession of the Unit, he shall inform the Seller of the defect in writing within a period of [.] days from taking over possession and the Seller will remove such defect at its cost, provided the defect is not due to any misuse, changes, etc., or sub standard work undertaken by the purchaser. Further, the liability of the Seller for rectification of defect will be restricted for a period of [.] months only from the date of taking possession of the Unit and is subject to the approval by the architect of the Seller and is limited for the removal of any inherent defect only.
9. That the purchaser shall pay all the taxes, charges, levies, duties, cess etc. by whatever named called, payable in respect of his Unit to the Nagar Nigam or State Government or Central Government or any other

authority(s) empowered to impose the tax as and when applicable.

10. In the event of any increase or enhancement in existing taxes, charges, levies, duties, cess etc. by whatever named called or levy of fresh taxes, charges, levies, duties, cess etc. by whatever named called, by the authorities, whether prospectively or retrospectively, the Purchaser shall bear and pay to the Seller /its nominee(s) on demand further amounts on pro rata basis towards such increase or enhancement or fresh levy along with other costs incurred by the Seller / its nominee(s) in respect of the these taxes, charges, levies, duties, cess etc. The Purchaser further agrees and undertakes, that as and when demanded by the Seller /its nominee(s), the Purchaser shall pay on pro-rata basis any additional taxes, charges, levies, duties, cess etc. which may be levied by the competent authorities pursuant to any government orders / directives / policies.
11. If deemed necessary by the Seller or any of its nominee(s), or if any provision of the existing and future laws, guidelines, directions etc. of any Government authority or the competent authorities made applicable to the said Unit / Complex / Total Project requires provision of new / additional facilities / equipment / devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., any charge deposits/securities to be paid to authorities, provision of external, infrastructural and / or peripheral services attributable to the Complex / Total Project, increase in charges or deposits for bulk supply of electrical energy and/or any other increase in cost and charges on any ground, whether prospectively or retrospectively, then the cost of the such additional devices, equipment, facilities or up-gradation etc. shall also be borne and paid by the Purchaser on pro-rata

basis, as and when demanded by the Seller /its nominee(s).

12. Covenants of Purchaser

- A.** That the Purchaser shall not use or permit the Unit to be used for any purpose whatsoever other than as residential purpose.
- B.** The purchaser shall not use the Unit for any purpose which may cause nuisance or annoyance to occupiers/owners of the other units/area of the said building/Complex or to crowd the lifts stairs etc. nor use it for any illegal or immoral purpose.
- C.** That the purchaser hereby agrees not to cause or cause to be done in or about the said Unit, any act which may tend to cause damage to any flooring or ceiling or any flats / unit over/below or adjacent to their Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
- D.** That the purchaser can display his name plate or board only at the space specified by the Seller or its nominee or its agent or body corporate/ maintenance agency as the case may be.
- E.** The purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance on any part of the Complex in respect thereof.

13. That the purchaser shall not store in demised Unit any goods of hazardous or combustible nature or which are dangerous for human life as well as for the structure of the building/Complex or goods which are so heavy so as to affect the constructions or structures of other

units/flats/buildings.

14. That except for the said Unit mentioned above all other independent areas shall belong to the Seller and will remain its property which includes, 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. However the roofs and open area may be used by the purchasers on written permission of the Seller for specified limited purposes and duration.
15. 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 .
16. That it is, further, agreed between the parties that the open land and terrace of the building / Complex including the parapet walls shall always be the property of the Seller who shall be entitled to use the said terrace including the parapet walls for all purposes including the display of advertisement and sign boards, or any other use. The purchaser hereby gives his consent to the same and agrees to it without any pre-condition financial or otherwise.
17. That the purchaser shall permit the seller or the Co-operative society/ Maintenance Agency or their nominees at all reasonable times to enter into the

premises/Unit for inspection and maintenance/repairs of the building/Complex.

18. That the purchaser shall keep and maintain the sewer line, including water passage and the sewer pipe running through the demised Unit and would not allow it to be choked up or damaged thereby causing inconvenience to the owners/occupiers of the other flats/units.
19. That the Purchaser, occupant of said Unit, their transferees shall keep their premises, floors ceiling and four walls in their possession in good repair and if at any time by way of any act of God or natural calamity or any unforeseen circumstances the whole or part of the building /Complex falls down or is damaged, then the owners of different flats / units or their transferees shall get the foundations, walls, beams, columns, toilets and roof etc. on the ground, first, second, third, fourth or subsequent floors made of such stability as may be agreed to between the flats / unit owners, so that it may bear the load of the flats / unit akin to the flats / unit on the ground, first, second, third, fourth and subsequent floors, if any, failing which the other purchaser / owners of the other flats/ unit or either of them shall get the foundation, walls, beams, columns, toilets and roofs etc. on the ground, first, second, third fourth and subsequent floors constructed in order to build their flats / unit on such floors similar to flat/ unit as was previously in existence and they shall have right to recover the proportionate costs of such constructions from the owners or their transferees of the remaining flats/ units together with interest and services charges thereof.
20. That the maintenance of the complex would be done in the manner as is laid down below:-
 - A.** That it is proposed by the Seller to form an

Association of owners as per provisions of Law and the maintenance of the entire complex will subsequently be transferred to the association at a time deemed fit by the Seller which will be done through exchange of letters between the Seller and the Association and the Purchaser agrees to the same and also agrees to pay the monthly charges as demanded by the association/society.

- B.** That after the possession of Unit and before delegation of authority to the association to maintain the Unit, the intervening period will be controlled maintained and administered by the Seller or its permitted assign(s) at a charge on the basis of carpet area to be determined from time to time and it has been agreed by the purchaser to pay every month in time the maintenance charges as imposed by the Seller or its permitted assign(s) whether they are occupying the unit or not and whether they have taken the possession of the unit or not after the offer of possession has been given by the Seller.
- C.** That simultaneously with the possession of the Unit the purchaser will enter into a maintenance agreement with the Seller / body corporate / permitted assign, a standard copy of which has been seen understood and approved by the purchaser.
- D.** That the purchaser shall also pay security deposit as determined by the Seller or its nominee the interest of which will also go to the maintenance of the complex apart from the regular monthly charges, Once association is formed, this amount will be directly transferred to the Association in at least [.] yearly equal tranches from the date of sale deeds.

21. That the purchaser shall maintain his/her/its Unit in good condition and order and shall abide by all laws, byelaws, rules and other regulations of the Government / Local Bodies and / or any other Authority(s) and shall attend, answer and be responsible for all deviations, failures or breach of any of the conditions and keep the Seller / owners indemnified, secured and harmless against all costs and consequential damages arising due to non-compliance of the said laws/bylaws/regulations/ demands.

22. That the purchaser shall not make any structural changes or alternation. The purchasers are not permitted to close any verandah, lounges, balconies, ducts, etc.
 However, if, the purchaser want to alter any specification, make additions, and/ or want to get the Unit finished to his desired standards then after approval by the seller they can independently enter into a separate agreement with the approved contractor of the Seller for which the purchaser will make the payment to him directly.
 However the colour scheme and the master plan shall not be altered or changed nor the symmetry of the building /Complex shall be altered.

23. That the purchaser shall not be allowed to throw or accumulate any dirt, garbage, rubbish, rage or other refuse or permit the same to be accumulated in his Unit or in the compound or any portion of said Complex, except at a place provided by the Nagar Nigam/ Society/Seller.

24. That the purchaser shall pay for the electricity consumed for his Unit.

25. That the said entire Complex shall be known as “**ANANTA**” and the name of the building/Complex shall not be changed under any circumstances by the purchaser.
26. The colour set up of built up area shall be such as to be in conformity with the scheme applicable to all owners / flat / unit holders in general for the purpose of maintaining symmetry.
27. That it is agreed that after execution of this Deed, all the correspondence, terms of application and allotment, agreement registered or unregistered shall be deemed to be part of this Deed unless the context otherwise requires, and shall be read in conjunction with the terms of this Deed.
28. That the purchaser shall get his complete address registered with the Seller otherwise the address as mentioned herein above shall be taken as its approved registered address. It shall be his responsibility to inform the Seller in writing about all subsequent changes, if any, in his address, failing which all demand notices and letters posted to the purchaser, at the registered address as mentioned in this Deed shall be deemed to have been received by him at the time when those should ordinarily reach such address.
29. That in the case of joint intending purchaser all communications shall be sent by the seller to the purchaser whose name appears first at the address given by them herein before or as communicated thereafter which shall for all purposes be considered as information/notice to all the purchaser and no separate communication shall be necessary to the other named purchaser.
30. That the possession of the demised Unit has been delivered on [.] by the seller to the Purchaser.

31. 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.
32. That the purchaser has borne the stamp duty registration charges and all expenses in connection with the execution and registration of this Deed and other incidental expenses incurred in connection with the execution and registration of this Deed.
33. That it is hereby agreed by both the parties that any dispute, claim, differences or liability, if any, arising out of this Deed or in respect of the Unit will be of civil in nature and the parties will not resort to criminal proceeding against each other in any circumstances whatsoever arising out this Deed as it does not fall within the purview of the criminal laws.
34. That all disputes, differences, claims, if any, in respect of or arising out of this Deed, and/all matters incidental or in relation there to shall be referred to arbitration as per Arbitration act in force and the award of the arbitrator shall be final and binding on all concerned. All expenses for arbitration including fee of arbitrator shall be borne by the party referring to arbitration. The

Venue of Arbitration shall be at New Delhi. It is agreed that subject to arbitration all dispute shall be subject to the jurisdiction of courts at Lucknow, Uttar Pradesh only.

35. That the total covered area of the demised Unit is about [.] square meters. Prevailing circle rate of the covered area is Rs. [.]/- per square meter on that basis the valuation of the covered area comes to Rs. [.]/- .The proportionate undivided share in land for the demised Unit is [.] square meters. The Housing complex is situated at [.] road. Prevailing circle for segment road as per V-Code-[.] is Rs. [.]/- per square meter which is further increased by [.]% thus the applicable circle rate for the land is Rs. [.]/- per square meter and value of land comes to Rs. [.]/- . Total market value of Unit with proportionate land comes to Rs. [.]/- . As the said complex is situated on corner and more than [.] meters wide segment road, the maximum increment in the land rate has been taken for the purpose of valuation of the land. Thus the total market value of the said Unit with proportionate land comes to Rs. [.]/- the agreed sale consideration is Rs. [.]/- which is less than market value of the Unit. Both the purchasers have equal share in the said Unit and purchaser no. 1 is [.] so vide Notification No. [.] Stamp rule-[.], Dated [.] Issued by Stamp Evam Registration section -[.], Stamp duty up to Rs. [.]/- has been fully exempted/waived for [.] Since the market value is higher than sale consideration which stands to Rs. [.]/- half of which shall be Rs. [.]/- out of which upto Rs. [.]/- Stamp duty has been fully exempted/waived for [.] and upon remaining Rs. [.]/- stamp duty @ [.]% is being payable of Rs. [.]/- and on the share of Purchaser No. [.] of Rs. [.]/-, stamp duty @ [.]% is being payable of Rs. [.]/- as such Total stamp duty of Rs. [.]/- is payable .However the Stamp duty of Rs. [.]/- has been paid on this Deed out of which Rs. [.]/- has been paid through e-Stamp No. [.] dated [.]

and Stamp duty of Rs. [.]/- has been paid through General Stamp.

SCHEDULE OF THE DEMISED UNIT

Flat/Unit/Office No. [.] in Block '[.]' measuring [.] square feet of carpet area [i.e. super area about [.] square meters (approx) and carpet area about [.] square meters (approx)] on [.] Floor in the complex known as "**ANANTA**" situated at [.] together with proportionate undivided share in the land earmarked for residential portion and falling under the respective block measuring about [.] square meters alongwith right to use ([.]) [.] car parking detailed and bounded as under :-

North	: Flat / unit No. [.]
South	: Open to Sky
East	: Corridor, Lift, Lobby & Staircase
West	: Open to Sky

IN WITNESS WHEREOF the parties to this Indenture have put their respective signatures and seal on this day of [.]th [.] 20[.] at [.]

Witnesses:

Seller

Authorised Signatory

1 [.]
Son of [.]
R/o-[.]
Mo. No. [.]

Purchaser(s)

2 [.]
Wife of [.]
R/o-[.].
Mo. No. [.]

Drafted & Typed By:
([.])
Advocate