

Sale Consideration : ` ...../-  
 Market Value : ` ...../-  
 Stamp Duty Paid : ` ...../-  
 Ward : Chinhat

**DETAILS OF INSTRUMENT IN SHORT**

1.	Ward	:	Chinhat
2.	Mohalla	:	Vibhuti Khand, Gomti Nagar, Lucknow.
3.	Details of Property (Property No.)	:	Shop No. .... on the ..... Floor in "PURVANCHAL CAPITAL TOWER" built over Commercial Freehold Plot No. TC-A-1 situate at Vibhuti Khand, Gomti Nagar, Lucknow.
4.	Standard of measurement	:	sq. meter
5.	Carpet Area	:	..... sq. meters
6.	Location Road	:	Not on Segment Road
7.	Type of Property	:	Shop
8.	Consideration	:	` ...../- (Rupees ..... Only)
9.	Boundaries	:	East : ..... West : ..... North : ..... South : .....
10.	No of persons in first part (1) No of persons in second part (1)		
11.	<b>Details of Seller</b>	:	<b>Detail of Purchaser</b>
	<b>M/s Purvanchal Projects Pvt. Ltd. a company incorporated under the Companies Act 1956 having its registered office at LSC, A-7, IInd Floor, Purvanchal Plaza, Mayur Vihar, Phase-II, New Delhi having its local address 3/247, Vishal Khand, Gomti Nagar, Lucknow through its Authorised Signatory Mr ..... son of ..... authorised vide resolution dated .....</b>		<b>Sri ..... son of Sri ..... resident of .....</b>

THIS DEED OF SALE IS EXECUTED BETWEEN **M/s Purvanchal Projects Pvt. Ltd. a company incorporated under the Companies Act 1956 having its registered office at LSC, A-7, IInd Floor, Purvanchal Plaza, Mayur Vihar, Phase-II, New Delhi having its local address 3/247, Vishal Khand, Gomti Nagar, Lucknow through its Authorised Signatory Mr ..... son of**

..... **authorised vide resolution dated** ..... (hereinafter referred to as "**Seller**") which expression shall mean and include its legal representatives successors , transferees and assignees etc of **One Part**,

AND

**Sri** ..... **son of Sri** ..... **resident of** ..... (hereinafter referred to as "**Purchaser**") which expression shall mean and include its successors, transferees and assignees etc of **Other Part**.

**WHEREAS** the Seller had purchased the Commercial Freehold Plot No. TC-A-1 situate at Vibhuti Khand, Gomti Nagar, Lucknow measuring 5209.75 sq. meters from Lucknow Development Authority, Lucknow vide Registered Sale Deed dated 31-03-2012 registered in Book No. I, Volume 12378 Pages 177/196 at No. 6554 registered on 12-04-2012 in the office of Sub-Registrar-II, Lucknow; AND

**WHEREAS** later on the Seller got sanctioned the map from Lucknow Development Authority, Lucknow vide Permit No. MAP-20190528123140277 dated 1-10-2019 for construction of a multistoried commercial complex over the said plot of land; AND

WHEREAS the Purchaser wish to purchase, Shop No..... on the ..... Floor in the Building known as " PURVANCHAL CAPITAL TOWER " built over Commercial Freehold Plot No. TC-A-1 situate at Vibhuti Khand, Gomti Nagar, Lucknow measuring about ..... sq. feet i.e..... sq. meter super area and ..... sq. feet i.e. .... sq. meter carpet area; (Hereinafter referred to as "Said Property") more specifically described in the schedule and attached map herewith;

AND WHEREAS in view of the said title and right of the Seller in the said property the Purchaser has agreed to pay an amount of ` ...../- (Rupees ..... Only) as sale consideration for said property with right to use proportionate common area, Passage and lifts etc. on the ..... Floor of said property along with its ownership right and title and with a right to share all the common facilities including facility of common passage, lifts, and staircase etc. in the said building

attached with the said building of said property, which has been shown to the Purchaser in the map.

AND WHEREAS the Purchaser has agreed to purchase and to enter into present Deed of Sale with Seller on the following terms and conditions.

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

1. That in consideration of a sum of ` ...../- (Rupees ..... Only) which has been paid by the Purchaser to the Seller before execution of this sale deed (receipt of which the Seller hereby acknowledges) the Seller do hereby sell, convey and transfer the ownership rights in construction, interest and possession of the aforesaid property Shop No..... on the ..... Floor in the Building known as "PURVANCHAL CAPITAL TOWER " built over Commercial Freehold Plot No. TC-A-1 situate at Vibhuti Khand, Gomti Nagar, Lucknow measuring about ..... sq. feet i.e..... sq. meter super area and ..... sq. feet i.e. .... sq. meter carpet area, with right to use proportionate common area, Passage and lifts etc. in the building, to the Purchaser, who shall become the owner and shall enjoy the said property in the manner provided and subject to the terms and conditions reproduced hereinafter.
2. That the Purchaser has fully satisfied himself about the interest, title, in the said land on which the Unit is constructed and the Purchaser shall have no claim against the Seller in respect of any item of work in the said premises which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any other reason whatsoever and have understood all limitations and obligations in respect thereof. The Purchaser has also satisfied himself about construction, design, quality of material used in the Unit by the Seller. No more investigation is required by the Purchaser in this respect and prior to execution of this sale deed undertaken inspection of all documents of title, other related papers and have satisfied himself that the seller has valid and good title as owner of the said Space hereby being sold.
3. That the Seller and Purchaser hereby covenant with each other as follows:-

- (a) That except the ownership right in the construction of the said property hereby sold, the Purchaser shall have no claim, right, title or interest of any kind in respect of the open land. However, the Purchaser of the said property shall have only the right to use all common facilities except as hereinafter provided. The Purchaser will be absolute owner of the construction (the said property) only by virtue of the instant deed and the common areas and all common facilities shall remain undivided.
- (b) That the Purchaser has examined the title of the Seller and has also seen all the papers regarding the same.
- (c) That the Purchaser shall have no claim against the Seller in respect of construction, any item of work, quality of work, materials, installations etc. in the said property hereby sold.
- (d) That the Purchaser is authorized to get the said property mutated in their own name by presenting the instant sale deed.
- (e) That the Seller hereby assures the Purchaser that the said property hereby sold is free from all sorts of encumbrances, such as prior gift, sale, mortgage attachment or any other registered or unregistered encumbrances and has good saleable and transferable rights in the said property hereby sold, if this fact is proved otherwise and/or if any person claims as result of which a part or whole of the said property goes out of the ownership of Purchaser, then the Seller shall be liable and responsible to the extent of such loss so suffered by the Purchaser.
- (f) That the Purchaser will have to ensure that all the common facilities are kept open for use and it will not encroach upon these facilities and they will not damage and/or demolish the said property, peripheries and load bearing walls, partition walls, common walls which are common with other parts and shops/offices, built up area, floors, ceilings, sewer, drain pipes and appurtenances hereto in any manner. The Purchaser will not make any addition or alteration of whatever nature to the said property or any part thereof without prior consent of the Seller.
- (g) That the Purchaser undertakes that he/she/they will not make any changes in the colour of Glass of the external façade or any other external walls of the building, and he/she/they will also not create any kind of permanent construction inside the unit (Shop/Office), which may

cause elevational change in the external façade/ outer side of the building.

- (h) That the taxes, if any, due in regard to the said property upto the date of possession of the said property to the Purchaser shall be proportionately paid and borne by the Seller and thereafter and onwards by the Purchaser and so long as the said property is not separately assessed, the taxes due on the whole block / building shall be proportionately paid by the Purchaser in proportion to their share in the total built up area of the block / building.
- (i) That the open land and the land underneath the said property, lower / upper basement area, vacant / un-allotted car parking spaces, terrace of the block / building shall always be the property of the Seller and the Seller has a right to make additions, raise storeys or to put additional structures as per its convenience over the said property hereby sold and such additional structures and stories shall be the sole property of the Seller who will be entitled to dispose it off in any manner they like without any interference on the part of the Purchaser and the Purchaser hereby consents the same. The Seller shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures / stories with the existing electric, water, sanitary and drainage sources etc. at its own cost.
- (j) That the Purchaser and Seller shall not in any manner demolish the said property hereby sold or any part thereof.
- (k) That the Purchaser hereby agrees and will be responsible for maintenance and repairs of the said property hereby sold, with belongings and appurtenances thereto in all respect and will keep in order the same and will pay regularly the proportionate maintenance charges as mentioned in the application form as well as agreement for sale, which may be increased as and when mutually agreed by the Seller and group of Purchaser as per circumstances and the Purchaser shall also abide by the rules and regulations framed in respect thereof and shall also permit the Seller and its surveyors and agents with or without workmen and others at all reasonable times to enter into the said property for the purposes of repairing, maintaining, rebuilding, cleaning,

lighting and keeping in order all the services, electric wires, structure or other convenience etc. in the said property, in case of any default in the payment of dues or any other default as aforesaid committed on the part of the Purchaser, the Seller will have a right to take appropriate action against the purchaser including the cut off water supply, power supply etc. in respect of the said property hereby sold, besides the right of recovery, which will be the first charge on the said property hereby sold.

- (l) That the Purchasers shall have no objection to the Seller making any alteration, additions, improvements or repairs whether structural or non structural interior or exterior, ordinary or extra ordinary in relation to any unsold premises within the Building and The Purchaser agrees not to raise objections or make any claims on this account.
- (m) That the Purchaser may sell or assigns his rights or titles conveyed to them through the instant deed in respect of the said property hereby sold to any individual, provided that the Purchaser shall have no rights to sell or transfers or assign his right or title, to let or sublet, mortgage, charge or in any way encumber the said property till all maintenance, local taxes, lease rent etc. dues payable in respect of the said property are fully paid up and for this the Purchasers shall take prior permission/clearance in writing from the Seller.
- (n) That if after handing over the possession of the aforesaid property any addition or alteration in or about or relating to the said property hereby sold are required to be carried out by the Government or local authorities or the proposed body corporate, the same will be done by the Purchaser only and the Seller shall not be responsible or liable for the same.
- (o) That the Purchaser shall not use the said property hereby sold, for any purposes which are prohibited or forbidden under any Law for the time being in force or which may be illegal and the Purchaser shall also not use the same for any purpose which may likely to cause the nuisance or annoyance to the other occupiers of the floors/ complex/ building or for any immoral purposes. The purchaser also undertakes that he / she /they will use the allotted unit as per their nature of allotted space, therefore if the allotted space is a Shop then he /she /they can use the said unit for a shop, retail, showroom, restaurant, etc. and if the space is

allotted for the office purpose then he/she/they will use that space for office purpose only.

- (p) That the Purchaser shall not store any goods of hazardous / explosive or combustible nature in the said property hereby sold or any materials which are so heavy as to effect the construction of the structure of the said property/ building /complex.
- (q) That if at any time due to act of God or due to natural calamity or otherwise, the building becomes unstable due to irreparable damage or crumbling of the whole building, then in that case, the owners of the different parts of the building shall be entitled to erect/construct his respective Portions/Units as the case may be over the same floor and over the same area as it was previously in existence. The cost and expenses shall be borne and paid by the respective owners of the Units.
- (r) That if any kind of Sales tax Liability or GST liability or any kind of tax is demanded by any authority or Government, payable after the sale deed date then the Purchasers shall be liable to pay the same to the seller or the concerned person on demand by the seller or concerned person on the prevailing rate without any kind of objection by any reason whatsoever.
- (s) That if any of the provisions of the Conveyance Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as are reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.
- (t) That the Purchaser also hereby agrees and will be liable to pay Interest Free Maintenance Security ("IFMS") at the time of taking possession of the unit.
- (u) That after taking the possession of the Unit, it will be mandatory to take insurance policy by the Allottee(s) at his/her/their own cost, against his/her/their unit ( Shop/Office) either individually or a group insurance policy of the building. The Developer will not be held responsible for any mis-happening henceforth. The Developer, if so desired by the allottee(s)

may assist in taking the group insurance policy but all kind of expenses in taking the group insurance policy will be borne by the allottees of the building on propionate basis of their respective areas.

- (v) That the Purchaser shall observe all the conditions, terms and covenants and shall also abide by law, rules and regulations and shall not commit any breach or violate any conditions laws or rules and regulations.
  - (w) That in case of re-sale of the Unit or the unit by the PURCHASERS, the transferee shall always be bound by the terms and conditions contained herein.
  - (x) That all the expenses and costs of this sale deed, like stamp duty and registration fee etc. have been borne by the Purchaser.
4. That the property hereby transferred under this deed is not on Segment Road. The complex/ building is centrally Air Conditioned through VRV. The property hereby purchased is purported to be used for ..... Purpose. As the portion transferred under this deed is on the ..... Floor, hence deduction of .....% is provided in the Circle Rate is taken.
5. That the property transferred under this deed is on ..... Floor having Carpet Area of the Said Premises hereby sold is ..... Square Meter, as such the stamp duty is worked out on commercial basis as promulgated in the state of U.P. particularly Lucknow w.e.f. 01-12-2015. The circle rate fix by D.M. Lucknow for Vibhuti Khand, Lucknow is ` 95,000/- per Sq. Meter, but the Said Premises situated is in centrally Air Conditioned complex, hence the valuation enhanced by 20%, the enhanced circle rate comes to ` 1,14,000/- as such market value comes to ` ..... (..... x ` 1,14,000/-). Since the actual Sale Consideration is ` ...../- only, which is higher than market value of ` ..... /-, hence the stamp duty of ` ...../- payable vide E-Stamp Certificate No.....
6. 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.

7. That the identification of the parties has been done on the basis of the documents provided by them.

**SCHEDULE OF THE PROPERTY**

Shop No..... on the ..... Floor in the Building known as "....." built over Commercial Freehold Plot No. TC-A-1 situate at Vibhuti Khand, Gomti Nagar, Lucknow measuring about ..... sq. feet i.e ..... square metre, super area and ..... sq. feet i.e. .... sq. meter carpet area, which is bounded as under:

East : .....  
West : .....  
North : .....  
South : .....

**SCHEDULE OF PAYMENT**

<b>Cheque / RTGS / NEFT UTR No.</b>	<b>Cheque / RTGS / NEFT Date</b>	<b>Bank Name</b>	<b>Amount</b>
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
			.....
		<b>TOTAL</b>	.....

**Total Sale Consideration Received ` ...../- (Rupees ..... only).**

**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 the presence of following witnesses.

**WITNESSES :**

1.

(.....)  
S/o .....  
R/o .....

**SELLER**  
(PAN .....)

2.

(.....)  
S/o .....  
R/o .....

**PURCHASER**  
(PAN .....)

Drafted by :

Composed by :