

SALE DEED

- 1. Category of Land : Residential
- 2. Ward : Sushant Golf City
- 3. Mohalla : GH 2, Sector I Pocket [●]
- 4. Tehsil and District : Sarojini Nagar, Lucknow
- 5. Detail of Property : Plot No., Block No.
- 6. Unit of Measurement : In Sq. Meters
- 7. Land Area of Property : Square yards (_____ Sq. meters)
- 8. Built up Area of Property: N/A
- 9. Situated on : GH2, Sector I Pocket [●], Sushant Golf City, Sarojini Nagar, Lucknow
- 10. Condition : Developed
- 11. Year of Construction : N/A
- 12. Sale Consideration : Rs./-
- 13. Valuation : Rs./-
- 14. Stamp Duty : Rs./-
- 15. Boundaries :
 - a. East :
 - b. West :
 - c. North :
 - d. South :

Number of Vendor:

Number of Vendee:

Details of Vendor:

Pardos Developers Pvt. Ltd. a Company duly incorporated under the provisions of the Companies Act, [●] having its registered Office at **61-63, Panchkuian, Road, Second floor New Delhi - 110001** and having its Regional Office at _____ through its Authorised Signatory _____.

Details of Vendee:

.....

SALE DEED

This Deed of Conveyance is executed at Lucknow on this ____ day of _____, 20____

BY

M/s. Pardos Developers Pvt. Ltd., a company duly incorporated under the Companies Act, [●] having CIN U45202DL2018PTC339197 and registered office at 61-63 Panchkuian Road, Second Floor, New Delhi 110001, (PAN [●]), represented by its authorized signatory _____ (Aadhar No. _____) authorized vide board resolution dated _____, hereinafter referred as “**Vendor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the FIRST PART;

AND

[If the Vendee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory, _____ (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the SECOND PART;

[OR]

[If the Vendee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the SECOND PART;

[OR]

[If the Vendee is a LLP]

_____ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____ and having its registered office at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____

_____ hereinafter referred to as the “Vendee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the SECOND PART;

[OR]

[If the Vendee is an Individual]

Mr. / Ms. / Mrs. _____, (Aadhar no. _____) son / daughter/wife of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Vendee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the SECOND PART;

[OR]

[If the Vendee is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Vendee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) being party of the SECOND PART;

[Please insert details of other purchaser(s), in case of more than one purchaser]

All parties to this Conveyance Deed i.e. Vendor and the Vendee are hereinafter collectively referred to as the “Parties” and sometimes individually referred to as “Party”. Where there are more than one Vendee, they are hereinafter referred collectively as “Vendees”.

WHEREAS:

- A. Under the aegis of the Hi-Tech Township Policy promulgated by the Government of Uttar Pradesh, M/s Ansal Properties and Infrastructure Limited (“APIL”) was selected for setting up a High-Tech Township on Sultanpur Road, Lucknow;
- B. APIL has developed/is developing the said Hi-Tech Township on Sultanpur Road, Lucknow under the name of Sushant Golf City, Lucknow (hereinafter referred to as “the Township”) for which the layout is approved by the Lucknow Development Authority (“LDA”);

- C. In Sector I Pocket [●] of the said Township, the Promoter purchased from APIL plot no.- GH 2, admeasuring [●] square meters (“**Project Land**”), vide Sale Deed dated [●] duly registered at S. No. [●] in Book No. [●], Volume No. [●] at pages [●] to [●] & dated [●] duly registered at S. No. [●] in Book No. [●], Volume No. [●] at pages [●] to [●] in the office of Sub-Registrar, Sarojini Nagar, Lucknow
- D. The layout plan for the purpose of setting up of a plotted development project on the Project Land in the name and style “ [●] ” (“**Project**”), comprising of [●] plots was approved by LDA vide Permit No. [●] dated [●];
- E. The Vendor 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;
- F. The Vendee after fully satisfying himself about the right, title, location, possession, interest, competency and limitations of the Vendor in the Project Land shown interest in the said Project and approached the Vendor for purchase of a Residential Plot in the said Project and in pursuance of the application made by the Vendee named above, the Vendor allotted to the Vendee 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**”).
- G. The Vendee 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 hereto and is fully satisfied with the internal development made at the site of the said Project by the Vendor and having understood all the limitations and obligations of the Vendor 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;
- H. Upon completion/development of the Project, a ‘**Completion Certificate**’ with respect to the same has been issued by the Competent Authority vide Memo bearing No. _____ dated _____;

NOW THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

1. CONSIDERATION & POSSESSION OF THE SAID PLOT:

- a) That in consideration of the Total Price of the said Plot amounting to **Rs.**/- (**Rupees** **Only**)(“**Total Price**”), paid by the Vendee to the Vendor, the receipt whereof the Vendor

hereby admits and acknowledges, and the Vendee 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 Vendor and the Vendee, the Vendor doth hereby conveys to the Vendee 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 Vendee for all times to come.

- b) 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 water lines, laying of sewer lines, laying of electrical HT/LT lines, street lights, laying of storm water drain lines and erection of electrical sub-stations however, 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 Vendee. The Vendee shall pay the aforesaid charges/ amounts, on demand, to the Vendor 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 may be.
- c) The Vendee 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 Vendor and cost of litigation. In case the same is paid by the Vendor, the Vendor shall have right to recover the same from the Vendee of the said Plot/build up houses thereon.
- d) That the actual physical vacant and peaceful possession of the said Plot after demarcation at site in the presence of the Vendee, has been delivered to the Vendee before the signing and execution of this Deed and the Vendee confirms the taking over of the possession of the said Plot to its complete satisfaction as to the area and location of the said Plot and the laid services including the quality of works.

2. **VENDOR'S COVENANTS WITH THE VENDEE:**

- a) That the Vendor has absolute, exclusive, and unequivocal right, full power and authority to convey the said Plot unto the Vendee.
- 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 Vendee and should there be any payables and

encumbrances, the same shall be the responsibility of the Vendor only to settle such outstanding dues subject to terms & 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 Vendee 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 Vendor or any one claiming under, through or in trust for the Vendor, unless otherwise provided herein.

3. VENDEE'S COVENANTS WITH THE VENDOR:

- a) The Vendee further assures that whenever the title of Vendee 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 Agreements referred to elsewhere herein and subsequent transferee be answerable in all respects thereof in so far 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, at least 30 (thirty) days before the intended transfer, give notice of such transfer in writing to the Vendor 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 Vendor/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 Vendee shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable.
- d) Vendee 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 to other plot owners in the vicinity or for immoral purposes.
- e) The Vendee 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 may be applicable from time to time while carrying out construction. The Vendee shall not partition or divide and shall not violate any other norm as may be stipulated in the zoning plan such as number of floors and area to be constructed on the said Plot.

- f) The Vendee shall not to amalgamate the said Plot with any adjoining plot without taking prior written approval of the Vendor/Competent Authority. The Vendee specifically undertakes and agrees that the approval of building plans, occupation etc. shall be at his sole cost and responsibilities and the Vendor 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 Vendor / 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 Vendee shall have no right, title or interest in any other land, area, plot etc. in the said Project except the said Plot. The Vendee shall only have the right to ingress/egress, over and in respect of open spaces in the said Project. The Vendee or any other person(s) claiming through the Vendee shall not be entitled to seek partition of the open spaces and services area or any part thereof in the Project.
- i) The Vendee 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 Vendee 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 authorised personnel of Vendor/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 Vendee 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 Vendor may however at its sole discretion, at the written request of the Vendee extend the construction period for another 6 (six) months upon the Vendee paying late construction charges to the Vendor at the rate of Rs. 40/- (Rupees forty Only) per sq. mtr per month of delay. The late construction charges shall be increased if the delay continues beyond the period of 6 (six) months in case any further extensions are granted by the Vendor beyond 6 (six) months. The Vendee 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 Vendee to the Vendor and are in addition to any other penalty, charges etc. as may be imposed by any other competent Authority and the Vendee further undertakes to keep the Vendor harmless and indemnified in this regard.
- k) The Vendee 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 Vendee shall have no objection of any kind, whatsoever, to the Vendor or any other person developing or continuing with the development of other plots and/or areas adjoining with the said Plot conveyed herein to the Vendee.
- m) The Purchaser/Vendee 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 Vendee 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 Vendee shall also from time to time be required to pay membership fee/ subscription charges, sign and execute any application, documents in this regard. Vendee shall pay monthly maintenance charges to the Vendor or its nominated agency till the Vendor 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 Vendor 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 Vendee in proportion to the area of said Plot to the total area of the said Project, as and when demanded by the Vendor.
- 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 Vendee. The Vendee 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.

5. GENERAL:

- a) All provisions contained in the Allotment Letter dated -----shall continue to apply to the Vendee, to the relevant extent, including but not limited to matters relating to conditions of usage of Plot and the open spaces, circulation areas, maintenance of open spaces, circulation areas, facilities and services in the Project, functions of maintenance agency, payment of maintenance charges, other utility charges, rules and regulations of community living, etc. All other previous documents, agreements, representations, discussions etc. stand superseded by this Conveyance Deed.

- b) The terms and conditions contained herein shall be binding on the occupier of the said Plot and default of such occupier shall be treated as that of the Vendee, unless context requires otherwise.
- c) The name of the Project shall always be ' _____ ' and the Vendee or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of plot owners shall not be entitled to change the same.
- d) That for all intents and purposes and for the purpose of the interpretation of the terms and conditions set out in this Deed, singular includes plural and masculine includes the feminine gender, so far as the context may admit.

6. COURT JURISDICTION:

The courts in Lucknow shall have exclusive jurisdiction in dealing with all matters arising out of or touching upon and/or concerning this Deed of Conveyance.

SCHEDULE-A
DESCRIPTION OF SAID PLOT

All that piece and parcel of residential plot bearing No. _____ in Block _____, measuring _____ square yards (_____ square meters), situated in [*name of the Project*], GH 2, Sector I Pocket [●], Sushant Golf City, Tehsil Sarojini Nagar, District Lucknow, Uttar Pradesh, and is bounded as under & the layout plan enclosed herewith:

| Direction | Side Measuring (in Mts.) | Bounded by |
|-----------|--------------------------|------------|
| East | | |
| West | | |
| North | | |
| South | | |

IN WITNESS WHEREOF the Parties have hereto set their hands on the day, month and year first above written.

WITNESSES:

Signed for & on behalf of

1.

(VENDOR)

2.

(VENDEE)