

DRAFT FOR THE SUBMISSION IN RERA

Date of Execution: . . .2023

Place of Execution: Lucknow

DETAILS OF INSTRUMENT IN SHORT

Ward/Pargana	Lucknow
Village	Makhdoompur Kaithi
Details of Property	Sub divided Plot No. __ , in Block/Type-__ in the project known as "Vasto Phase II"
Standard of measurement	Square Metre
Area of Property	_____sq. mtr.
V-Code	_____
Type of Property	Plot
Consideration	Rs. _____/- (Rupees _____Only)
Valuation	Rs. _____/-
Stamp duty paid	Rs. _____/-
Boundaries	

EAST :

WEST :

NORTH :

SOUTH :

No of persons in first part (1)

Details of Sellers :

(1) M/s. LJK Construction India Pvt. Ltd, a company duly formed and registered under Companies Act, 1956, having its registered office at 7th Floor, Eldeco Corporate Chamber-II, Vibhuti Khand, Gomti Nagar, Lucknow-226010 through its Director/Authorised Signatory, represented through its Authorized Signatory Mr. _____ son of _____ Authorised by Board Resolution Dated _____ also as lead member of the consortium dated 11.06.2014 duly registered in the office of Sub-registrar-II Lucknow vide Book No. __ Jild No. __ at pages __ to __ Serial No. __/__ registered on _____ and **(2) Krishna Biz Solutions Pvt. Ltd** a company having its registered office at 551Jha/113; Ram Nagar, Alambagh, Lucknow, through its Director Mr. _____ and **(3) Tanya Moderators Pvt. Ltd** a company having its registered office at 1, University Road, Near IT Crossing, Lucknow, through its director Mr. _____ and **(4) Tankish Infratech Pvt. Ltd**, a company having its registered office at Flat NO. 501 C-817, Geeta Kunj Apartment Mahanagar,

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Lucknow through its director Mr. Akash Agarwal Son of _____ and **(5) Tiara Holdings Pvt.Ltd**, a company having its registered office at 1, University Road, Near IT Crossing, Lucknow, through its director Mr._____ and **(6) Shushma Real Estate Traders India Pvt. Ltd** a company having its registered office at 1, University Road, Near IT Crossing, Lucknow, through its director Mr._____

No of persons in second part (___)

Details of Purchasers:-

1) Mr./Mrs. _____ S/o/W/o Mr. _____ and R/o _____.

SALE DEED

THIS SALE DEED MADE BY AND BETWEEN **(1) M/s. LJK Construction India Pvt. Ltd**, a company duly formed and registered under Companies Act, 1956, having its registered Office at 7th Floor, Eldeco Corporate Chamber-II, Vibhuti Khand, Gomti Nagar, Lucknow-226010 through its Director/Authorised Signatory, represented through its Authorized Signatory Mr. _____ son of _____ Authorised by Board Resolution Dated _____ also as lead member of the consortium dated 11.06.2014 duly registered in the office of Sub-registrar-II Lucknow vide Book No. ___ Jild No. ___ at pages ___ to ___ Serial No. ___/___ registered on _____ and **(2) Krishna Biz Solutions Pvt. Ltd** a company having its registered office at 551Jha/113,

Ram Nagar, Alambagh, Lucknow, through its Director Mr. _____ and (3) **Tanya Moderators Pvt. Ltd** a company having its registered office at 1, University Road, Near IT Crossing, Lucknow, through its director Mr. _____ and (4) **Tankish Infratech Pvt. Ltd**, a company having its registered office at Flat NO. 501 C-817, Geeta Kunj Appartment Mahanagar, Lucknow through its director Mr. Akash Agarwal Son of _____ and (5) **Tiara Holdings Pvt.Ltd**, a company having its registered office at 1, University Road, Near IT Crossing, Lucknow, through its director Mr. _____ and (6) **Shushma Real Estate Traders India Pvt. Ltd** a company having its registered office at 1, University Road, Near IT Crossing, Lucknow, through its director Mr. _____ (hereinafter collectively referred to as the '**SELLERS**').

IN FAVOUR OF

1) Mr. _____ S/o Mr. _____ and R/o _____-.
(hereinafter referred to as the '**PURCHASER**').

WHEREAS the sellers are the owners of land Khasra Nos. 521, 556, 559KA, 560, 566, 576, 593, 594, 590, 581, 588, 607KA, 598, 595, 596, 615KA, situated at Village Makhdoompur Kaithi, Tehsil Sarojni Nagar and District Lucknow.

AND WHEREAS the name of Sellers are duly mutated in Revenue Records.

AND WHEREAS above named M/s Krishna Biz Solutions Pvt

Tanya Moderators Pvt. Ltd, Tankish Infratech Pvt. Ltd, Tiara Holdings Pvt.Ltd, Shushma Real Estate Traders India Pvt. Ltd with LJK Construction India Pvt Ltd entered into a consortium dated 11.06.2014 duly registered in the office of Sub-registrar-II Lucknow vide Book No. __ Jild No. __ at pages __ to __ Serial No. __/__ registered on _____ wherein LJK Construction India Pvt Ltd is a lead member.

AND WHEREAS above named companies comes together and enters into a consortium and contribute their land parcel to develop a residential township in the name and style of “**LJK VASTO PHASE II**” (hereinafter referred as **VASTO PHASE II**)

AND WHEREAS the layout plan has been duly sanctioned vide permit no. 545, dated 30.01.2023 obtained from UPSIDA.

AND WHEREAS the scheme so developed by the Sellers and its associates, has been named as “**VASTO PHASE II**”.

AND WHEREAS said M/s LJK Construction India Pvt. Ltd is duly registered with RERA Vide Registration No. UP RERA PRJ_____.

AND WHEREAS M/s LJK Construction India Pvt. Ltd have exclusive right of respect of the said property, which is free from all encumbrances whatsoever agreed to sell, transfer and assign absolutely the plot detailed in the schedule of property to the Purchaser for a sale consideration of Rs. _____/-

(Rupees _____ Only) in its sound disposition of mind without any pressure, compulsion, undue influence and coercions and agrees to sell and transfers the said property in favour of purchaser by way of ABSOLUTE SALE.

AND WHEREAS the "LJK Construction India Pvt. Ltd" have received the said consideration amount from the Purchaser, the receipts of which seller hereby acknowledges.

AND WHEREAS the purchaser prior to the execution of this deed inspected all the documents and necessary papers regarding the title of the seller in respect of the property hereby sold and fully satisfied himself/herself/themselves regarding the ownership rights of the seller in the said Plot and right to transfer the said Plot and purchaser has also examined the quality of work, material, etc. and Purchaser has no complaint in any respect with regard to the area of Plot hereby sold to the Purchaser. Further the compensation of claim, if any, of the Purchaser in respect of the Plot hereby sold shall be deemed to have been waived.

NOW THIS SALE DEED WITNESSETH AS UNDER:-

1. That having received the said consideration amount, the sellers do hereby sell, convey and assign absolutely to the Purchaser the said property mentioned above & all that it has including all rights of easement and appurtenances attached thereto; TO HOLD and

possess the same unto and use and enjoy the same as absolute owner thereof free of all encumbrances whatsoever.

2. That sellers have handed over the vacant possession of the property mentioned above to the Purchaser with all its rights and privileges so far held and enjoyed by the seller.

3. That the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the purchaser hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser right of use and enjoyment of the property sold in any manner whatsoever.

4. That the external elevation should be restricted to the extent as per the elevation plan provided after the execution of this conveyance deed.

5. That the Purchasers shall have no claim, right title or interest of any nature of any kind except of ingress or egress in respect of all or any of the common areas such as open spaces and parking etc. which shall be commonly used by the owners of the plots and villas in the project.

6. That no changes can be made in the external elevation of the Plot however internal modifications can be done as permissible within the building bye laws.

7. The external color scheme and paint of the villa shall have to be maintained by the allottee to maintain uniformity in the township.

8. That the property 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.

9. That the purchaser and other occupants shall not keep or store or cause to be stored any objectionable articles, things, materials, and goods and shall not obstruct the ingress and egress of the other occupants.

10. That after handing over the possession of the Plot to the buyer, till the formation of society, M/s LJK Construction India Pvt. Ltd/Authorised Agency will be maintaining the water main, sewer lines, and other common facilities leading to ingress and egress of the Plot, hereby sold, and all respective purchaser shall pay to M/s LJK Construction India Pvt. Ltd/Authorised Agency towards such maintenance charges at the rate which will be mutually decided by the parties and after the formation of the society all purchaser shall pay to the society.

11. That the purchaser shall be liable to pay Interest Free Maintenance Security (**IFMS**) to the seller.

12. 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 the view of the actual cost of maintenance, for which the necessary notice will be given by M/s LJK Construction India Pvt. Ltd /Authorised Agency to the purchaser and on default of the purchaser or failing or neglecting or refusing to make payments of the said maintenance charges, M/s LJK Construction India Pvt. Ltd /Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser.

13. That the purchaser shall have to bear the expenses by its own to approve the layout plan by the respective government authority.

14. That if the purchaser fails or neglects or refuses to make payment of the aforesaid maintenance charges payable by the purchaser under this deed, then M/s LJK Construction India Pvt. Ltd/Authorized Agency will be entitled to withdraw all facilities and after payment of defaulted amount all services to be resumed.

15. That before transfer of the said property either by purchaser or any of their transferee(s), the purchaser or any of his transferee(s) shall have to obtain the 'No Dues Certificate' from 'M/s LJK Construction India Pvt. Ltd/Authorized 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 or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from M/s LJK Construction India Pvt. Ltd/Authorized Agency/Society then in that event the new owner of owners of the said property has 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 M/s LJK Construction India Pvt. Ltd/Authorized Agency.

16. That the Plot hereby sold shall be used by the purchaser for residential purposes and in no case, the purchaser can change the same other than the residential purposes.

17. That the seller represent that they have absolute authority to transfer the property hereby sold and they have further represented that the said property is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the purchaser is deprive of the property hereby conveyed or any part thereof on account of any defect in the title of the seller if the purchaser is put to any loss on this account then the purchaser 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 together with interest and damages 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 along with damages to

extent of right affected in the said property by any defect or default or omission of the seller and to make good the loss suffered by the purchaser.

18. That in case any dues are outstanding against the seller or its predecessors in interest in respect of property 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.

19. That the purchaser shall take his own electric connection from Lucknow Electric Supply Department undertaking and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The purchaser shall obtain a "No Objection Certificate" from the seller for its purpose.

20. That all the taxes including House Tax & Water Tax etc. in respect of the said Plot if any, shall be borne and paid directly to the concern authorities by the purchaser. The seller will be not responsible in any manner.

21. That the entire expenses for execution and registration of this deed and typing charges, registration fees and other miscellaneous expenses shall be exclusively borne by the purchaser and the stamp duty has been paid by purchaser to this deed.

22. That the plot area of the property hereby sold is _____ sq. ft. = _____sq. mtr. the market value whereof for the purposes of stamp duty as per rates fixed by Collector Lucknow @ Rs. _____/- per sq. mtr. comes to Rs. _____/- only. Thus the total value comes to Rs. _____/- There is no construction on the said plot. Actual sale consideration of Rs. _____/- only, hence stamp duty of Rs. _____/- has been paid as per G.O. No. S. V. K. N.- 5-2756/11-2008-500(165)/2007 dated 30.6.2008 vide E-Stamp Certificate No.IN-UP _____ dated _____

23. That the expressions “**Sellers**” and the “**Purchaser**” hereinbefore used unless repugnant to the context mean 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

Sub divided **Plot No.** ____ in **Block/Type-** ____ in the project known as “**VASTO PHASE II**” situated at Village Makhdoompur Kaithi, Sarojini Nagar, Lucknow, and bounded as below :-

EAST :

WEST :

NORTH :

SOUTH :

SCHEDULE OF PAYMENT

1. An amount of Rs. _____ received through RTGS/Cheque No./DD No. having UTR/ Cheque No./ DD No. _____ dated _____ from account No. _____ branch _____ situated at _____.

SELLERS

(PAN-)

PURCHASER

(PAN-)

Drafted By:

(V.K SINGH)

Advocate

Civil Court, Lucknow

Mob. No.

Regn. No.

Typed by:

(_____)

Civil Court, Lucknow.