: OM ::

Name of Office : Sub-Registrar, Sarojani

Nagar, Lucknow

Date of Execution :

Nature of Document : **SALE DEED** 

Sale Consideration : Rs.

Market Value : Rs.

Stamp duty : Rs.

Ward : Ibrahimpur

**DESCRIPTION OF PROPERTY:** 

1. Type of Property : Residential Flat

2. Ward Area/Mohalla/Village : Vrindavan Yojna No.3 Raibareli

Road, Lucknow

3. Details of Property : **Flat No....** on .... Floor, Block-,

in "Ratan Galaxy", builtover freehold Plot No.12/GH-01 and Plot No.12/GH-02 situated at Vrindavan Yojna No.3, Sector-12

Raibareli Road, Lucknow

4. Width of road as per map : 24 Mtr. wide road

5. Nature of property : Residential

6. Nature of Construction : R.C.C.

7.a) Land underneath in the plinth: 1878.40 Sq.Mtr.

(Excluding the internal area of the residential building roads

and lawn)

7.b) Builtup Area of residential

Multi storied Building : 41,635.72 Sq.Mtr.

8. Status of Flat : Finished

9. Year of construction : 2018-2019

10. Whether Corner/Park : No.

11. Whether two side road : Yes.

12. Boundaries of Multi-storied building known as "Ratan Galaxy" builtover freehold Plot No.12/GH-01 and Plot No.12/GH-02 situated at Vrindavan Yojna No.3, Sector-12, Raibareli Road, Lucknow: -

East :- 18 Mtr. wide road

West :- 24 Mtr. wide road

North:-12 Mtr. wide road

South :- Community centre/nursing home/Plot No.GH-3

13. Boundaries of **Flat No......** on ........ Floor, Block- , in "Ratan Galaxy", builtover freehold Plot No.12/GH-01 and Plot No.12/GH-

02 situated at Vrindavan Yojna No.3, Sector-12 Raibareli Road, Lucknow: -

East:

West:

North:

South:

### 14. Name of the Vendor – First Party:

**M/s. Ratan Housing Development Ltd.,** a company duly incorporated under the Companies Act, 1956, having its Regd. Office at Regd. Office at 113/70, Swaroop Nagar, Kanpur Nagar, through its Authorised Signatory, Mr. Manik Mehra S/o Late Dinesh Kumar Mehra C/o 113/70, Swaroop Nagar, Kanpur Nagar, duly authorized by a Board Resolution dated .......

Company Pan :AACCR6099R

Date of Incorporation of Co.: 27-03-1988

Mob. No. of Mr. Manik Mehra: 8090204242

# 15. Name of the Vendees - Second Party:

Mr. ..... S/o.....

PAN No. Aadhaar No.: xxxx xxxx

Mob. No.:

 The Project is registered under the Provision of RERA bearing Regd. No.UPRERAPRJ8949 and UPRERAPRJ9814.

As per mandatory requirement contained in General conditions, Current D.M. Circle rate the minimum undivided share in the land will not be less than 30% of carpet area, accordingly the undivided share in the land comes .....Sq.mtr. has been sold to the Vendee.

#### **DETAILS OF PROPERTY HEREBY SOLD:**

1.	Place	:	Vrindavan Yojna No.3 Raibareli Road,
			Lucknow

Lucknow

2. Flat No. : Flat No........... Floor, Block- , in

.....Sq.Mtr.

"Ratan Galaxy", builtover freehold Plot No.12/GH-01 and Plot No.12/GH-02

situated at Vrindavan Yojna No.3, Sector-12

Raibareli Road, Lucknow.

3. Undivided share in land

sold to the Vendees as

per mandatory

requirement of D.M.

circle rate.

4. Carpet area of Flat sold : ......Sq.Mtr.

to the Vendees

5. Super builtup area of the : ......Sq.Mtr.

flat

6. Nature of Use : Residential

7. Number of Storied : Basement, Stilt + 9 Storied

#### **DETAILS OF PAYMENT OF STAMP DUTY: -**

1. Land rate fixed by District Rs.25,000/- Per Sq.Mtr. (said building Magistrate is situated on 24 mtr. wide road and

also on three side roads) hence 10%

extra value added which comes to

Rs.27,500/- per sq.mts.

2. Circle Rate of Construction : Rs.26,000/- Per Sq.Mtr.

3. Value of Land : Rs.

4. Value of Construction : Rs.

5. Value of land and Const. : Rs.

6. Total Value of Flat as per : Rs.

D.M. Circle rate.

7. Sale Consideration : Rs.

8. Stamp duty payable : Rs.

9. Stamp duty paid : Rs.

**Note:** (2) The Stamp duty payable i.e. Rs. /- (only) over this sale deed has been deposited through e-Stamp Certificate No. issued dated at . issued from SHCIL(FI)/upshcil01/ LUCKNOW/UP-LKN.

#### **SALE DEED**

This **SALE DEED** is made and executed on this ......day of at Lucknow

#### BY

M/s. Ratan Housing Development Ltd., a company duly incorporated under the Companies Act, 1956, having its Regd. Office at Regd. Office at 113/70, Swaroop Nagar, Kanpur Nagar, through its Authorised Signatory, Mr. Manik Mehra S/o Late Dinesh Kumar Mehra C/o 113/70, Swaroop Nagar, Kanpur Nagar, duly authorized by a Board Resolution dated , hereinafter referred to as the 'VENDOR'; which expression will, unless repugnant to the context hereof, mean and include its administrators, successors, transferee in the interest, and assigns of the First Part.

#### IN FAVOUR OF

**WHEREAS** in order to promote the Group Housing project, keeping in view of the mandates of National and State Housing Policy and to resolve acute residential problems, the U.P. Awas Evam Vikas Parishad launched the Yojna at Shahid Path, Lucknow, in the name of "Vrindavan Yojna" and organised a public auction on 27-02-2010 and 05-06-2010 in respect of Group Housing Plots No.12/GH-1 and Plot No.12/GH-2, situated at Vrindavan Yojna No.3, Sector-12, Raibareli

Road, Lucknow, each admeasuring 8425.50 Sq.Mtr. total 16851 Sq.Mtr. The Vendor's company participated in the said bid, organized by the U.P. Awas Evam Vikas Parishad in respect of said plot and was declared as highest bidder and subsequently the bid was accepted and released in favour of Vendor's company and information to this effect was sent by U.P. Awas Evam Vikas Parishad to the Vendor's company, vide allotment letter bearing No.20004/IOizOo`Unkou dated 08-07-2010, and allotment letter bearing No.20530/IOizOo`Unkou dated 27-07-2010., subject to terms and conditions contained therein.

AND WHEREAS subsequent to the aforesaid allotment letters, the U.P. Awas Evam Vikas Parhsad, on 15-07-2011 executed a hire purchase tenancy agreements dated 15-07-2011 in favour of Vendor's company, in respect of aforesaid Group Housing Plots No.12/GH-1, and Plot No.12/GH-2 both situated at Vrindavan Yojna No.3, Sector No.12 Raibareli Road, Lucknow, admeasuring 8425.50 Sq.Mtr. + 8425.50 Sq.Mtr. total 16851 Sq.Mtr. By virtue of which the peaceful and vacant possession of the plots was handed over the Vendor, by virtue of which the Vendor was entitled to develop said plots in accordance with the sanction plan and subject to obtainment of necessary permissions, from the U.P. Awas Vikas Parishad and payment of balance sale consideration as per terms contained therein, aforesaid agreements are duly

registered in the Office of Sub-Registrar Lucknow in Book No.I Volume No.13000 at pages 217 to 244 at serial No.10470 on 15-07-2011 and in Book No.I Volume No.13000 at pages 187 to 216 at serial No.10469 on 15-07-2011.

**AND WHEREAS** in pursuance of allotment letters and hire purchase tenancy agreements, the Vendor's company has discharged its contractual obligations towards U.P. Awas Evam Vikas Parisahd and paid the entire amount as per aforesaid allotment letters issued in favour of Vendor's company.

AND WHEREAS subsequently on 17-04-2013 the U.P. Awas Evam Vikas Parishad executed a sale deed in respect of Group Housing Plot No.12/GH-1, situated at Vrindavan Yojna No.3, Sector No.12 Raibareli Road, Lucknow, admeasuring 8425.50 Sq.Mtr. in favour of Vendor's company, bounded by North by Plot No.12/GH-2, South by 18 Mtr. wide road, East by 12 Mtr. wide road, and West by Community Centre/Health Centre. However at per site the said plot is bounded by North by 12 mtr. wide road, South by Community Centre/Nursing Home, East by 18 Mtr. wide road and West by Plot No.12/GH-2, said sale deed is duly registered in the Office of Sub-Registrar Lucknow in Book No.I Volume No.15560 at pages 163 to 272 at serial No.6786 on 18-04-2013.

AND WHEREAS the U.P. Awas Evam Vikas Parishad executed a sale deed on 17-04-2013 in respect of another adjoining Group Housing Plot No.12/GH-2, situated at Vrindavan Yojna No.3, Sector No.12 Raibareli Road, Lucknow, admeasuring 8425.50 Sq.Mtr. in favour of Vendor's company, mentioning the boundaries North by 24 Mtr. wide road, South by Plot No.12/GH-1, East by 12 Mtr. wide road and West by Plot No.12/GH-3. However as per site said plot is bounded North by 12 Mtr. wide road, South by Plot No.12/GH-3, East by Plot No.12/GH-1 and West by 24 Mtr. wide road, said sale deed is duly registered in the Office of Sub-Registrar Lucknow in Book No.I Volume No.15560 at pages 27 to 140 at serial No.6784 on 18-04-2013.

and WHEREAS after purchase of said plots, the Vendor's company has submitted building plan of the said plots jointly as whole, before the competent authority of U.P. Awas Vikas Parishad, Lucknow, after compliance of requisite formalities, the building plan has been sanctioned consisting of Basement, Stilt upto 9<sup>th</sup> floor, vide permit No.875 dated 31-05-2012, out of which basement is reserve for parking and Stilt floor is using for mixed use of parking, community shops vide sanction plan No.875 dated 31-05-2012 which has been communicated vide letter No.875 fu0izk0 2011@26@ok0fu0&4 dated 31-05-2012 of residential flats. The Vendor's company has also obtained

requisite permissions from U.P. Pollution Board, Airport Authority of India and Fire NOC etc. including completion certificate from U.P. Awas Evam Vikas Parishad, vide letter No.2179 dated 14-08-2019.

AND WHEREAS in pursuance of said sanctioned building plan the Vendor company has constructed a multi storeyed Residential Group Housing namely "Ratan Galaxy" Phase-I and construction of Phase-II" is proposed to be under constructions. The boundaries of the entire project is described in **SCHEDULE-'A'** to this Sale Deed. The flat sold to the Vendee has been constructed in Ratan Galaxy Phase-I in Schedule-B of this sale deed. The common areas and facilities of such apartments are described in **SCHEDULE-'D**' to this Sale Deed. The Vendor is the absolute owner of said flat, no one except the Vendor's company is having any right title or interest over it.

and are fully satisfied of the same being up to the mark with regard to the quality of construction, the material used for construction, the facilities available after being fully satisfied in all respects whatsoever without any fear, pressure or inducement of any nature whatsoever is entering in to and executing this deed.

**AND WHEREAS** the Vendees have duly scrutinized and inspected the title, rights, interest, encumbrances, and right to construct

the multi storied complex on the land acquired for the construction of the residential complex in the name and style of "Ratan Galaxy" at Vrindavan Yojna No.3, Sector-12 Raibareli Road, Lucknow, the title documents and other relevant papers and have also fully satisfied them with the title, rights, interest, encumbrances in respect to the property being conveyed in pursuance of the present sale deed.

AND WHEREAS the Vendor has further assured the Vendees that he has good, unencumbered and transferable rights in the demised property and there is no impediment or restriction on the transfer / selling of the said property by the Vendor to the Vendees. The Vendor has also assured the Vendees that the demised property is not under lispendens and is free from all sorts of litigation and Court attachment etc. The Vendees hereby admits and confirm and relying on the assurances so held out by the Vendor, the Vendees have agreed to purchase the demised property.

AND WHEREAS the Vendee/s after fully satisfying themself with the said facts and right and title of the Vendor to sell the apartment, the subject matter of this sale deed, and after satisfying themself Vendees are ready to purchase the Flat No....... on .......... Floor, Block, in "Ratan Galaxy", in a residential apartment by way of sale in the Group Housing Complex known as "Ratan Galaxy" in Vrindavan Yojna No.3, Sector-12, Raibareli Road, Lucknow.

**AND WHEREAS** on the request of the Vendees, the Vendor has agreed to sell **Flat No.......... on ........ Floor, Block- , in "Ratan Galaxy", Phase-I** builtover freehold Plot No.12/GH-01 and Plot No.12/GH-02 situated at Vrindavan Yojna No.3, Sector-12 Raibareli Road, Lucknow, having carpet area of ......Sq.mtr. (Super Builtup Area .......Sq.Mtr.) together with proportionate undivided/ unidentified/ impartible interest in the land, calculated on the basis of plinth area of the building, along with right to use the common areas and facilities as available in the Residential Complex [hereinafter referred to as the "said Flat"].

ACCORDINGLY the Vendor and the Vendees are desirous of executing this Sale Deed in respect of the said flat.

#### **NOW THIS SALE DEED WITNESSETH AS UNDER:**

for 1. consideration a sum That in Rs..... (Rupees...... Only) paid by the Vendees to the Vendor, the Vendor does hereby sell, transfer, alienate, convey and assign unto the Vendees, the residential **Flat No...... on .... Floor**, Block- , in "Ratan Galaxy", Phase-I built over freehold Plot No.12/GH-01 and Plot No.12/GH-02 situated at Vrindavan Yojna No.3, Sector-12 Raibareli Road, Lucknow, comprising of two bed rooms, one drawing cum dining, One kitchen, two toilets, one store, and three balconies, carpet area .........Sq.mtr. (Super Builtup Area ......Sq. Mtr.), along with proportionate undivided, unidentified and impartible share in the land admeasuring ......Sq.mtr., with all rights privileges and restrictions and right to use the common areas and facilities including all ways, paths, passages, easements, and appurtenances, whatsoever, to said

apartment, to have, hold and enjoy the same unto the Vendees, absolutely. Vendor has provided a space for one covered car parking in the Basement to the Vendee(s) said space shall only be used for car parking space, without, disturbing to movement of other vehicles.

- 2. That it is relevant to mention that as per plinth area of Block 'B' the undivided share in the land of the Vendees comes to Sq.Mtr. and the same has been shown in the RERA.
- 3. That the Vendees have fully satisfied with regard to the area, construction of the flat upto their acknowledges having taken possession of the same to the Vendee's entire satisfaction in all respect with regard to its area, quality of constructions, finishing etc. as such no claim with regard to the same can be made by the Vendee(s) from the Vendor.
- 4. That it is specifically agreed by the Vendees that all other areas, not sole to Vendees, still vest facilities and amenities belong to the Vendor and are specifically excluded from the scope of this Deed and the Vendees shall not be entitled to claim any ownership rights, title or interest etc., in any form or manner whatsoever in such lands, areas, facilities and amenities which vests solely with the Vendors and their usage and manner / method of use, disposal etc. shall be at the sole discretion of the Vendor.

**SCHEDULE 'C'** of this Sale deed, and admits that nothing is due from the Vendees, towards the sale consideration in respect of the said flat.

- 6. That the Vendor hereby declares that Vendor is fully competent and vested with all rights, full powers and absolute authority to sell, transfer, alienate, convey and assign the said flat to the Vendees absolutely and that the flat is free from all encumbrances, charges, liens etc. The Vendees have also satisfied themself with regard to the above. The Vendor further declares that the Vendor is not in any manner, whatsoever, prohibited or prevented by any court of law or any other authority from selling and transferring the said flat to the Vendees.
- 7. That Fire Safety Measures has been provided as per the existing Fire Safety Code/ Regulations. If due to subsequent Legislation/ Government orders or directives or guidelines or if deemed necessary, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand by the Vendees and the same will be installed by the society or maintenance agency the necessary help will be carried out by the Vendor's company.
- 8. That after formation of the RWA, the undivided share in the land consumed in the common area and facilities shall be transferred/vested upon the Resident Welfare Association/ association of the flat owners.

- 9. 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 jointly entitled to erect/construct their respective portions/flats (as the case may be) cost will be beard jointly and over the same area as it was previously in existence, the cost and expenses thereof shall be borne and paid by the respective owners of the building.
- 10. That the Vendor's company has full right over the terrace of building and in future they are at liberty to use/construct on terrace and nor Vendees neither subsequently formed society shall have any right on the terrace or assign the ownership right as it is to the person of its choice and construction shall be sole property of the Vendor's company and the Vendor's company will be entitled to dispose off the same to any person without any interference on the part of the Vendees. Further the terrace of the building including parapet wall shall always be the property of the Vendor.
- 11. That the applicable NOC's have been obtained from the competent authorities by the Vendor, as such now it will be the obligations of the Vendee/RWA to maintain equipment's installed in the residential complex and further to get it renewed from time to time and to bear proportionate cost of the renewal of the same.
- 12. That except for the said Flat herein sold to the Vendees, all ownership rights, title and interest and residuary ownership rights

in the Residential Complex convenience shops etc. will continue to vest in the Vendor as usual till such time the same are not allotted, sold or otherwise transferred to any person of its choice by the Vendor. Neither Vendees nor subsequently formed association, will have any kind of interest over it as such they shall have no right to create any obstruction over it.

- 13. That w.e.f. execution of this sale deed, the Vendees are liable to pay maintenance and electricity charges etc. together with arrears (if any) to the Vendor, up till the formation of the RWA/Society/Association etc. The Vendee(s) will be liable to pay maintenance charges as demanded by the Vender/or its nominee (Maintenance Agency) for the smooth maintenance and upkeep of the common areas and facilities in the residential complex, as specified in SCHEDULE 'D' of this sale deed. In case of default in the payment, the Maintenance and Other Services of the flat owner shall be deprived to use the common facilities till payment is made to the society with interest.
- 14. That the Vendees will permit the representatives of the Vendor and / or Maintenance Agency and/ or the RWA/ Society/ Association etc. of Flat owners from time to time and at all reasonable times to enter into/ upon the said Flat for the purpose of repairing or conducting any necessary check of any part of the Apartments or other Apartments or Residential Complex.
- 15. That any rules and proposal of the subsequently formed RWA/ Society/ Association etc. or maintenance agency contrary to the covenant of this deed shall be non exist and covenant of this deed shall prevail and supersede, and rules formed by the RWA/

- Society/ Association etc. or maintenance agency contrary to the sale deed, deemed to be null and void, while determining the contractual obligations of the parties.
- 16. That the Vendee(s) together with other flat owners in consultation with the Vendor, will form a RWA/Society/ Association etc. and after formation of the RWA/Society/ Association etc. by the Flat Owners the said RWA/Society/ Association etc. will be responsible for maintenance, upkeep of the common areas and facilities and all installations etc. available in the Residential Complex. Thereupon the Vendor will stand completely absolved /discharged of all its obligation and responsibilities pertaining to maintenance of the complex, As soon as RWA/Society/ Association etc. is formed the Vendee will become members of the RWA/ Society/Association etc. and regularly pay the maintenance and other charges as may be fixed by the RWA/ Society/ Association etc. from time to time.
- 17. That the Vendees will be entitled to get the electric connection in their own name and will pay electricity charges directly to the company.
- 18. That it is understood by the parties that the said Flat exists in area which is going to be occupied by several other occupants. To safeguard the common object of all other occupants certain conditions as imposed by this deed on the Vendees are essential so as to protect the rights of all the occupants.
- 19. That the Vendees undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the

- Apartments, Storage Spaces, Car Parking Spaces, Other Common areas, facilities and amenities.
- 20. That the Vendees from the date of the execution of this deed have become exclusive owners of the Said flat hereby sold.
- 21. That the Vendees will be liable to pay maintenance charges, property tax and all other taxes, charges, assessments, levies, by whatever name called, assessed or imposed by Municipal Authority, Jal Sansthan or other Authorities whether levied now or in future in respect of the said Flat irrespective of the fact that the Vendees have not been enjoying the benefit of the said Apartment.
- 22. That the Vendees will not use the said Flat or permit the same to be used for purpose other than residential, or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Apartments or in any manner which results in interference with the use of common space, passage or amenities available for common use or which may tend to cause damage to any flooring or ceiling of any floor below or above or adjacent or for any illegal or immoral purposes or for purposes which are prohibited or forbidden or not permitted under any rules, regulations or directions of any competent authority.
- 23. That the Vendees will use all the common areas and facilities of the Residential Complex for the purpose for which the same are intended without hindering or encroaching upon the lawful rights of other Flat owners/ residents of the Residential Complex and

without causing any disturbance or nuisance to the residents of the other flat and/ or Residential Complex. The Vendees will have no claim or right to exclusively use any common space, staircase, lobbies, elevators, lifts, entrance, common passages, roads, gardens and other open spaces and other common areas and facilities and will not use any place other than the said Flat as residence of servants or other persons. The Vendee(s) will not demolish or cause to be demolished or damage the said flat or any part thereof. Any internal addition in the flat shall be made by the Vendee(s) at his/her/their/its own cost and without adversely affecting the strength of the building or outer elevation of the building nor shall the Vendee(s) affect any change in the outside colour Yojna of the building.

- 24. That Lush Green lawn and all other green areas and no parking Zone area in the Residential Complex will be maintained as it is. The private function in the lawns or open areas will not be organized.
- 25. That the Vendees will keep the said Flat in good repair at all times and will not make any additions/ alterations in the Flat without the prior permission from the Vendor and/or concerned Authorities nor will demolish any walls including load bearing walls, or cause damage to or nuisance in any manner as may affect the safety of the structure of the buildings or of any installations. The Vendees will be liable for any losses, damages as may be caused on account of breaches of above conditions.
- 26. That the Vendees will not put up any name plate, sign board, neon sign, publicity or advertisement material, or hang clothes or

stock any material etc. in the common areas and will not change the color Yojna of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The Vendees, however, will be entitled to place his name plate of reasonable size at the entrance gate of the said Apartment.

- 27. That the Vendees will abide by all laws, byelaws, rules and regulations of the Government, local and other authorities and conditions of all licenses and agreements governing or relating to the said Apartment/Yojna, and will be responsible / liable for all defaults, violations or breaches on their part.
- 28. That the Vendees shall not be entitled to keep anything on the roads or park any car/vehicles, or put any fence, obstacles, blockage on the common areas of the complex including corridors, passages, lobbies, lifts, stairs, roads, footpaths, open areas etc. The Vendees shall not make any cuttings nor will dig or damage the said common area including corridors, passages, lobbies, lifts, stairs, roads, footpaths, open areas etc. without written permission of the Vendor/Society/Maintenance Agency. The Vendor/ Society/ Maintenance Agency in its sole discretion may permit such cuttings if necessary on the condition of deposit of cost for restoring the same to its original condition by the Vendor/ Society/Maintenance Agency.
- 29. That it is made clear that the said Flat is and shall always be used, for residential purposes only. The Vendees shall not carry out any commercial/professional activities nor will use the same

for any other purposes which may or is likely to cause nuisance or annoyance to other owners/residents or for any illegal or immoral purposes or to do or to suffer anything to be done in or about the said property or in any manner interfere with the use of space, passage or amenities available for common use. The Vendees shall not make any division of the said Flat in any manner whatsoever. The Vendees shall not keep / store any material / substance in the Flat or anywhere else in the township which may be hazardous / inflammable / injurious / dangerous in nature. The Vendees shall not, hang any washing, towel, bedding, clothing or other articles etc. in the balconies or in such a way as to be visible from outside.

- 30. That the Vendees will be entitled to get the said Flat mutated in his/her/their names as owner in the records of Lucknow Nagar Nigam or any other concerned authority on the basis of this Sale Deed without any further act or consent of the Vendor.
- 31. That before transferring the said Flat to transferee, the Vendees will clear all the outstanding dues and obtain no dues certificate from the Vendor and/ or Maintenance Agency and/ or the RWA/ Society/ Association etc. of Flat owners, till society is not formed the Vendees will pay maintenance to the Vendor.
- 32. That in case of transfer of flat by the Vendees, Vendees transfers their title and interest in the said Apartment, then the transferee will be bound by the terms and conditions of this Sale Deed. If the said Flat is let out or allowed to be used by any other person, then it will be the responsibility of the Vendees to ensure that the

- tenant or such other person is obliged to abide by the terms and conditions herein mentioned.
- 33. That the name of the Residential Complex will always be retained as "Ratan Galaxy" and it will not be open to the Flat owners or their RWA/ Society/ Association/ Maintenance Agency etc. to change the name or the pattern and the manner in which the name is spelt, designed and displayed.
- 34. That after the execution of this Sale Deed all earlier documents including allotment letter cum purchase agreement, publications and correspondence, representation etc., whether made orally or in writing, will become non-existent and the terms and conditions contained in this Sale Deed will be superseded. The contract between the Vendor and the Vendees will be deemed to have been novated upon execution of this Sale Deed, accordingly all obligations of parties will be determined by the terms and conditions contained in this Sale Deed and no disputes, claims or differences founded on any earlier, documents, publications, correspondence etc. will be maintainable and entertained after the execution of this Sale Deed.
- 35. That the Vendor has complied relevant provision of U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and has got registered under section 5 of the Real Estate Regulation and Development Act.
- 36. That not-with-standing anything contained above, if any rules, regulations, resolutions, decisions or proposals made by the RWA/ Society/ Association etc. of Flat owners of "Ratan

**Galaxy"** at any other law time being enforce conflict the covenant contained in the sale deed then the terms and conditions of this Sale Deed, shall prevail, enforceable and binding for all the parties.

- 37. That all letters, receipts, and/or notices issued by the Vendor or the Maintenance Agency dispatched under Regd. AD/ Speed Post/ Courier and sent to the address of the said Flat or to such address as the Vendees might register with the Vendor/ Maintenance Agency will be sufficient proof of service of the same upon the Vendees. Such communication will be deemed to have been duly served on the Vendees on the date on which such communication is expected to be delivered in the ordinary course.
- 38. That the possession of the said flat is hereby delivered to the Vendees through this sale deed. The Vendees shall be eligible to enjoy lawful, hassle free possession of the said flat. The vendees shall enjoy the possession as per the rules and regulations laid down by the Maintenance Society/Association of Allottees. That the possession of the said flat is inseparable from the car parking associated with the said flat.
- 39. That stamp duty, registration fee and other miscellaneous / incidental expenses concerning the execution and registration of this Sale Deed have been borne and paid by the Vendees.

#### **SCHEDULE - A**

Boundaries of Multi-storied building known as "Ratan Galaxy" builtover freehold Plot No.12/GH-01 and Plot No.12/GH-02 situated at Vrindavan Yojna No.3, Sector-12, Raibareli Road, Lucknow:-

East :- 18 Mtr. wide road West :- 24 Mtr. wide road North :-12 Mtr. wide road

South :- Community centre/nursing home/Plot No.GH-3

#### **SCHEDULE - B**

Boundaries of Flat No on Floor, Block-, in	"Ratan
Galaxy", builtover freehold Plot No.12/GH-01 and Plot No.1	2/GH-02
situated at Vrindavan Yojna No.3, Sector-12 Raibareli Road, L	ucknow,
carpet area admeasuringSq.Mtr. alongwith undivided	share in
the land admeasuringSq.Mtr. sold to the Vendees as un	der :-
East:	
West:	
North:	

The attached map forms part of Schedule - B.

South:

# SCHEDULE – C DETAIL OF PAYMENTS MADE BY THE VENDEE TO THE VENDOR TOWARDS SALE CONSIDERATION OF THE SAID APARTMENT

S.	Dated	Cash/Ch./RTGS	Amount (Rs)	Name of Bank &
No.		No/NEFT/D.D		Branch
1.				
2.				
3.				
3.				
4.				
5.				

6.		
7.		
	Total =	

(Rs. ..... only)

## **SCHEDULE-D**

# **COMMON AREAS & FACILITIES**

- i) Water body/Fountain
- ii) Children's Play Area
- iii) Swimming Pool
- iv) Baby Pool
- v) Skating Ring
- vi) Amphitheatre
- vii) Gazebo
- viii) Cricket Net Practice
- ix) Lawn Tennis Court
- x) Basket Ball Court.
- xi) Badminton Court
- xii) Squash Court.
- xiii) Lift

xiv) Generator power backup



IN WITNESS WHEREOF the parties hereto have put their respective signatures and left thumb prints on this Deed of Sale in the presence of witnesses at the place and on the day, month and year first above written.

#### **WITNESSES**:

#### **VENDOR**

Ratan Housing Development Ltd.
Through authorized signatory

(Manik Mehra)

Name S/o R/o Kanpur Nagar. Aadhaar No.xxxx xxxx Mob. No.

**VENDEE** 

(.....)

Name S/o R/o Aadhaar No.xxxx xxxx Mob. No.



(Sarvesh Chandra Dubey),
Advocate
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