

### ***(3) DEVELOPER TO PURCHASER***

#### **DETAILS OF INSTRUMENT IN SHORT**

|                                                        |   |                                        |
|--------------------------------------------------------|---|----------------------------------------|
| Ward                                                   | : | Bijli Pasi                             |
| Mohalla                                                | : | Aurangabad Jageer                      |
| Details of Property                                    | : | Sub Divided Plot No.<br>.....<br>..... |
| Standard of measurement                                | : | sq.mtr.                                |
| Area of Plot                                           | : | .....                                  |
| V-Code                                                 | : | 0129                                   |
| Consideration                                          | : | ` ...../-                              |
| Valuation                                              | : | ` ...../-                              |
| Stamp Duty paid                                        | : | ` ...../-                              |
| <b>Boundaries</b>                                      | : |                                        |
|                                                        |   |                                        |
| No. of persons in First Part (1)                       |   |                                        |
| <b>Details of Seller : Nandkini Real Infra Pvt Ltd</b> |   |                                        |
|                                                        |   |                                        |
| <b>Details of Confirming Party (1) :</b>               |   |                                        |
|                                                        |   |                                        |
| No. of persons in Second Part (1)                      |   |                                        |
| <b>Details of Purchaser :</b>                          |   |                                        |
|                                                        |   |                                        |

**SALE DEED**

THIS SALE DEED MADE ON this \*\*\*\*\* of \*\*\*\*, 2020 BY  
**NANDAKINI REAL INFRA PVT. LTD., a company incorporated under the  
Companies Act 1956 having its registered office at No. 24, Part No.08,  
Sector-J, Dwivedi Complex, Near Eco Garden Chauraha, Bangla Bazaar,  
Lucknow through its Authorized Signatory Mr.  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX(hereinafter referred to as the  
'SELLER').**

**AND**

**NEW SAHYOGI SAHKARI AWAS SAMITI LTD. a Society registered  
under the U.P. Co-operative Societies Act, 1965 having its registered  
office at R.D. Gas Complex, Bangla Bazaar, Lucknow through its  
Authorized Secretary Mr. Brijesh Awasthi son of Sri Suresh Chandra  
Awasthi resident of Flat No. 706, Seventh Floor, Halwasiya Apartment,  
Hazratganj, Lucknow (hereinafter referred to as the 'CONFIRMING  
PARTY')**

**IN FAVOUR OF**

..... son of .....  
**Permanent & Present resident of** .....  
..... (hereinafter referred to as the '**PURCHASER**').

**WHEREAS** the Seller is the exclusive owner of Sub Divided Plot detailed in the schedule of property given at the foot of this deed.

**AND WHEREAS** the Confirming Party as Bhumidhar of land comprising of the Khasra No. 974 measuring 0.2400 Hectare or 2400 sq.mtr. and Land Khasra No, 975 measuring 0.2530 Hectare or 2530 sq.mtr., Land Khasra No. 976 measuring 0.0440 Hectare or 440 sq.mtr., Land Khasra No. 977 measuring 0.1830 Hectare or 1830 sq.mtr., Land Khasra No. 978 measuring 0.4610 Hectare or 4610 sq.mtr., Land Khasra No. 979 measuring 0.0510 Hectare or 510 sq.mtr., Land Khasra No. 981 measuring 0.3470 Hectare or 3470 sq.mtr., Land Khasra No. 984 measuring 0.2630 Hectare or 2630 sq.mtr., Land Khasra No. 985 measuring 0.2350 Hectare or 2350 sq.mtr., Land Khasra No. 992 measuring 0.2750 Hectare or 2750 sq.mtr., Land Khasra No. 994 measuring 0.0350 Hectare or 350 sq.mtr.,

Land Khasra No. 995 measuring 0.0410 Hectare or 410 sq.mtr., Land Khasra No. 996 measuring 0.0390 Hectare or 390 sq.mtr., Land Khasra No. 997 measuring 0.2810 Hectare or 2810 sq.mtr., Land Khasra No. 1001 measuring 0.0920 Hectare or 920 sq.mtr., Land Khasra No. 982ka measuring 0.2780 Hectare or 2780 sq.mtr. Total measuring 2.712 Hectare or 27,120 sq.mtr. situated at Aurangabadjageer, Ward-Raja Bijli Pasi, Lucknow, with an intention to get the said land developed through some reputed Developer sought permission from Registrar Cooperative Societies and the permission was accordingly granted.

**AND WHEREAS** Confirming Party, out of the total land of the above mentioned khasra numbers, entered into an Agreement with the Seller for developing a residential colony with respect to land area measuring 26,117.50 sq.mtr. vide Agreement dated 06.12.2018 duly registered vide Book No.I, Jild 921 at Pages 235 to 278 Serial No. 13336 on 06.12.2018 in the office of Sub-Registrar, Sarojini Nagar, Lucknow.

**AND WHEREAS** the Seller developed the said land as per layout plan sanctioned by LDA vide Permit No. **MAP20181121120848357** dated **27/06/2019** in respect of an area measuring 11788.84 sq.mtr. comprising of Khasra Nos. 981 (Part), 982ka, 984, 985, 992 (Part), 994 to 996, 997 (Part) & 1001.

**AND WHEREAS** the plot hereby sold is in exclusive share of the Seller as per the Developers Agreement referred to above.

**AND WHEREAS** the Seller as absolute owner of the said plot, which is free from all encumbrances whatsoever agreed to sell, transfer and assign absolutely the said plot to the Purchaser for a total sale consideration of ` ...../- (Rupees ..... only).

**AND WHEREAS** the Seller has received the said consideration amount from the Purchaser in the manner detailed in the Schedule of Payment given at the foot of this deed.

**AND WHEREAS** the Confirming Party has joined in this sale deed only for the satisfaction of the Purchaser to ensure that the complete legal title is passed on to the Purchaser.

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

1. That having received the said consideration amount in the manner detailed above, the Seller doth hereby sells, conveys and assigns absolutely to the Purchaser the said plot 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 if any person claims through the Seller any right or privileges in respect of the property mentioned above, it shall be rendered illegal and void by virtue of the present sale deed and if the Purchaser is deprived of the said property or any portion of the property mentioned above or any proprietary right therein by reason of any defect in the title, the Seller undertakes to indemnify the Purchaser to the extent of such loss from its other movable and immovable properties.
3. That the area of the plot hereby sold is ..... sq.mtr. the market value whereof for the purposes of stamp duty as per rates fixed by

Collector, Lucknow @ ` 13,000/- only per sq.mtr. comes to  
`...../- only. There is no construction on the said plot. It is not  
situated on any Segment Road.

4. That the land hereby sold is not subject matter of any acquisition under any of the Schemes notified by Lucknow Development or Housing Board or any other Authority.
5. That the expressions "Seller", "Confirming Party" and the "Purchaser" hereinbefore use 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 Seller, the Confirming Party 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. .... measuring ..... sq.mtr. situated at  
Aurangabadjageer, Ward-Raja Bijli Pasi, Lucknow, shown with Red Colour in  
the plan annexed and bounded as below:-

EAST :

WEST :

NORTH :

SOUTH :

**SCHEDULE OF PAYMENT**

` ..... /- only by Cheque No. .... dated .....

drawn on .....

**WITNESSES :-**

1.

**SELLER**

**CONFIRMING PARTY**

2.

**PURCHASER**

Drafted By:

Typed By:

**Advocate**

Civil Court, Lucknow.

Mob. No. 9452296917

Regn. No. 1320/1972

**(JAGDEEP S. LAMBA)**

Civil Court, Lucknow