

SALE DEED

Date of Execution :
Place of Execution : Lucknow

Sale Consideration : Rs...../-
Market Value : Rs...../-
Stamp Duty Paid : Rs...../-

DETAILS OF INSTRUMENTS IN SHORT

1.	Nature of Property	:	Residential
2.	Ward/Pargana	:	Lucknow
3.	Mohalla/Village	:	Mastemau
4.	V-Code	:	0115
5.	Detail of Property	:	Residential Flat No..... On Khasra No. 477,478,479Ka,611,612 in the CHINMAY DEVELOPERS situated at URBANAC SKY MANSION Land Khasra No. 477,478,479KA,611,612 at Village-Mastemau, Lucknow.
6.	Standard of Measurement	:	Sq. Meters
7.	Area	:	 Sq. Meters
8.	Location Road	:	Situated at 12 meter wide road.
9.	Type of Property	:	Residential Flat
10.	Consideration	:	Rs...../-
11.	Boundaries	:	South-East :
		:	North-West :
		:	North-East :
		:	South-West :
12.	No. of Persons in the First Part (1):	No. of Persons in Second Part (1):	

13.	Details of Seller:	Details of Purchaser:
	M/S.CHINMAY DEVELOPERS a Firm incorporated under the Partnership Act.1932 having its registered office at A-1, Vibhuti Khand, Gomti Nagar, Lucknow through its Partner Mr. (SELLER) PAN:AAOFC6196K	1/-MR. PAN-.....

THIS DEED OF SALE IS EXECUTED BETWEEN

THIS SALE DEED MADE ON this**th** **day** of
.....**,202...** BY **M/S CHINMAY DEVELOPERS**, a
partnership firm having its registered office at A-1,Vibhuti
Khand, Gomti Nagar, Lucknow 226010 through its duly
authorized partner **Mr.**
.....
permanent and present resident of Flat
No.....Lucknow,(hereinafter
referred to as '**SELLER**') which expression shall, unless it be
repugnant to the context or meaning thereof, mean and
include their respective successors-in-interest and assigns,
of the **FIRST PART**;

IN FAVOUR OF

MR. Son of Mr.
Resident of

....., Uttar Pradesh (hereinafter referred to as the
'PURCHASER').

The 'Word' Seller and Purchaser used herein before shall mean and always mean and include their respective legal heirs, successors, administrators, executors and assignees.

WHEREAS the Seller is the owner of Flat No..... in URBANAC SKY MANSION situated at Khasra No. 477,478,479KA,611,612, at Village Mastemau, Distt Lucknow measuring sq. mtr. more specifically detailed in schedule of property given at the foot of this sale deed (hereinafter referred to as the **'SAID PROPERTY'**).

AND WHEREAS the seller has purchased the said Khasra No measuring Hectare from its ex-owner through a registered sale deed registered dated vide Book No. .. Jild at pages to at serial Noregistered in the office of Sub-Registrar- Mohanlalganj, Lucknow **AND** Khasra No

..... admeasuring Hectare from its ex-owner through a registered sale deed another sale deed registered on vide Book No..... Jildat pages to at serial No registered in the office of Sub-Registrar- Mohanlalganj, Lucknow.

AND WHEREAS the layout plan has been duly sanctioned vide permit no. Group Housing/09619/LDA/BP/22-23/2512/05102023.

AND WHEREAS the scheme so developed by the Seller, has been named as **"URBANAC SKY MANSION"**.

AND WHEREAS said M/s Chinmay Developers project is duly registered with RERA Vide Registration No.....

AND WHEREAS the seller as exclusive owner of the said property, which is free from all encumbrances whatsoever agreed to sell, transfer and assign absolutely the Flat detailed in the schedule of property to the Purchaser for a sale consideration of Rs...../- by way of ABSOLUTE SALE.

AND WHEREAS the seller has already received the said consideration amount from the Purchaser, the receipts of which the seller hereby acknowledges.

AND WHEREAS the purchaser prior to the execution of this deed has 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 Flat and right to transfer the said Flat and purchaser has also examined the quality of work, material, etc. used towards development and **PURCHASER** has no complaint in any respect including the Flat area hereby sold. Further the claim of compensation, if any, by the Purchaser in respect of the Flat being part of URBANAC SKY MANSION at Khasra no....., at Village-Mastemau, Tehsil-Mohanlalganj, Lucknow, measuring about 9287 Sq. Mtr.area, which has been hereby sold shall be deemed to have been waived.

NOW THIS SALE DEED WITNESSETH AS UNDER: -

1. That having received the said consideration Amount Rs...../- (Rs./- Vide D.D. No..... dated, HDFC Bank, Mumbai and Rs./- before execution of this deed) paid by the Purchaser, the receipt whereof is hereby acknowledged by the Seller, the Seller do hereby sell, conveys and assigns 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 Seller has 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 to use and enjoyment of the property sold in any manner whatsoever.
- 4.** 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.
- 5.** 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.
- 6.** That after handing over the possession of the Flat to the Purchaser, till the formation of society, the seller/Authorized Agency appointed by the seller will be maintaining the main water and sewer lines and other common facilities leading to ingress and egress of the Flat,

hereby sold, and all respective purchaser shall pay to the Seller/Authorized Agency the expenditure(s) incurred by the Seller/Authorized Agency towards such maintenance charges. And after the formation of the society all purchaser shall pay to the society so formed or to the authorized agency legally appointed for the same.

7. It shall be incumbent on each Flat owner/occupant to join the Association & pay the requisite cost & charges to Association for maintenance of the URBANAC SKY MANSION & services therein and abide by the rules & regulations framed by the Association for smooth running & maintenance of the Colony. No sooner is the Association formed & become functional than the Seller shall handover the maintenance liability to the Association along with balance amount of maintenance fund, if any.

8. The cost & expenses for any installation and special repairs such as repairing/repainting of exterior of the URBANAC SKY MANSION Colony, reboring or repair of the tube well, Underground Water Tanks (UGT) replacement & repair of common lighting, generator for lighting in common areas, services like drainage & sewerage, STP & external electrification, shall be borne & paid by the purchaser, proportionate to the area transferred hereby, as may be decided by the Seller/ Authorized Agency nominated by the Seller.

9. The Purchaser further agreed to pay the enhanced cost of the maintenance charges as and when cost of

maintenance increases keeping in the view of the actual cost of maintenance for which the necessary notice will be given by the Seller/Authorized Agency to the Purchaser and on default of the Purchaser or failing or neglecting or refusing to make payments of the said maintenance charges, the Seller/Authorized Agency shall be entitled to recover the same along with interest on due sum.

10. That the right to use & enjoy the common services/facilities provided herein the URBANAC SKY MANSION Colony shall always be subject to up-to- date payment of maintenance charges & performing and observing the stipulations made by the Seller / Authorized Agency or the Association to be formed later. Any amount due as maintenance charges shall be charge upon Flat owned by the Purchaser in default. In case of consecutive default for more than two months when it is due, the Seller / Authorized Agency undertaking the maintenance shall have a right to suspend the common services / facilities till such time the dues are cleared along with interest as may be stipulated.

11. That the security & maintenance personnel are meant for Management of Affairs of the URBANAC SKY MANSION Colony, safety & security of equipments/plant & machinery installed in the URBANAC SKY MANSION Colony & its maintenance and in no case the security personnel & Seller

be responsible for security of Purchaser & his belongings which shall be sole responsibility of the Purchaser.

12. That the Seller has made clear to the Purchaser that the URBANAC SKY MANSION Colony will be developed and completed in phases and the Seller shall be carrying out extensive development/construction activities for many years in future in the Project and shall also be connecting/linking the amenities/facilities viz. electricity, water, sanitary/drainage system etc. of additional development/construction with the existing ones in the Project. The Purchaser undertakes not to make any objection or make any claim or default any payment as demanded by the Seller on account of inconvenience, if any, which may be suffered by him due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc. as above said. (The Purchaser also consents that if due to additional construction/development the green area etc. gets reduced then he shall not raise any objection in this regard against the Seller).

13. That the Commercial Flats area being part of approved layout of URBANAC SKY MANSION Colony, the colony where the subject Flat situates is the independent area and is not included as common areas & shall remain property of the seller or their nominee which shall not be handed over

to the Association to be formed by and amongst the Residential Flat purchasers. The seller may construct in accordance with the Lucknow Development Authority By-laws, any constructions suitable on those Flats kept for commercial purposes. No habitants of the colony and the RWA shall not raise any objection to the same in future time to come.

14. That the purchaser shall use the scheduled property for residential purposes only & shall not be allowed to carry out any commercial activity, business, hostels, in the scheduled property and shall also not be doing or cause to be done any activity which may cause nuisance, annoyance to other occupants of the URBANAC SKY MANSION Colony. Any activity falling under the aforesaid restrictions shall be liable to be removed at the cost & expenses of the purchaser. This shall be applicable to the subsequent transferee also.

15. That in case of keeping pets, the Purchaser shall abide by Municipal laws in this regard & shall exclusively be liable for any hurt caused by pet to any of the occupant or the visitor.

16. The purchaser shall not be encroaching any common area, including roads, parks etc which always will remain open and any encroachment thereon shall be unauthorized & be liable to be removed by the Seller / Authorized Agency at the cost of the encroaching purchaser without notice.

17. That for house construction activity whenever started by the purchaser shall be done in very neat and clean manner without disturbing in anyway the common passage / roads by collecting the building materials etc on the same. Any service connection like telephone, internet, DTH, Green Gas etc required by the Purchaser shall be after NOC from the Seller/Authorized Agency, at purchaser's cost & expenses without damaging the common area like parks, roads etc& other services provided in the URBANAC SKY MANSION Colony. However, Seller/Association reserves the right to deny such connection whereby common area & services may be disturbed/ damaged.

18. That all the expenses for execution and registration of this deed have been borne & paid by the purchaser.

19. That the Seller has provided all the internal facilities like Road, Water, Sewer etc. within the Colony. The external services are to be provided by the respective Civic

Authorities which is beyond the control of the Seller. The internal services provided by the Seller, are to be synchronized with the external services to be provided by the Civic Authorities. However, in the event of delay on part of Civic Authorities to provide external services, the Purchaser undertakes not to hold the Seller responsible for such delay & its consequential effects.

20. That the vacant possession of the property hereby sold has been delivered by the Seller to the Purchaser with all rights of easement, privileges so far held and enjoyed by the Seller to hold and enjoy the same by the PURCHASER free from all sorts of encumbrances.

21. That the purchase hereby agreed to abide by the building rules, municipal bylaws and regulation as may be framed from time to time in future.

22. That the purchaser shall be liable to pay Interest Free Maintenance Security (IFMS) to the seller/Authorised Agency. Amounts collected through the purchaser for IFMS by the developer will be handed over to the RWA (Registered) whosoever comes into existence in near future as Corpus fund. In case the RWA (Registered) would not come into existence in near future; in that eventuality the developer reserve the right to utilize the IFMS fund for up-

keeping/ maintaining the URBANAC SKY MANSION Colony residential Colony.

23. 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 the Seller/Authorized Agency to the purchaser and on default of the purchaser or failing or neglecting or refusing to make payments of the said maintenance charges, Seller/Authorized Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser.

24. 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 the Seller/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 the Seller/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, and other charges, which are payable in respect of the said property, to the Seller/Authorized Agency.

25.That the project named above URBANAC SKY MANSION is situated more than 450 mtr away from main high way i.e Sultanpur Road.

26.The property transferred hereby is for residential use situated on ...th floor of the complex having sq. mtr, of built up area and Carpet Area as per RERA is Sq. Mtr. The total land area within Complex issq. mtr. & the total built up area of the Complex is sq. mtr. Thus the property undivided interest, the Seller shall have works out to be sq. mtr., that for purpose of stamp duty the circle rate of land is fixed is Rs./- (Rupees only) as the group housing is situated on above 12 mtr. Wide road, but Block A & B are not situated at corner thus the value of the proportionate land area sq.mtr. Comes to Rs.and value of Built-up area of Flat i.e.sq.mtr. which is calculated @ Rs./- (..... only) per sq.mts. according to D.M. circle rate 2015 (Two Thousand Fifteen) the valuation of the flat construction comes to Rs./- (Rupees only) thus the total value of proportionate land + covered area is Rs./- (Rupees. The sold Flat is Situated on th Floor Hence as per circle rate list effected on 15-12-2015, General Direction Sr. no-(11) Fifteen percent is reduced from the value of Flat there after market value of Flat comes as – Rs./-

27.As the market value of Rs..... which is
Higher than sale consideration of Rs...../-
Thus stamp duty is calculated on Circle Rate @.....%
which comes to Rs. said Flat.

28. That all taxes, charges, assessment as levied or may
be levied by the Civic authorities, Nagar Nigam, or any
lawful Authorities upon the property hereby transferred shall
be borne & paid by the purchaser from the date of levy
including the house, municipal & water tax.

29. That the front color scheme and front elevation of the
building/ villa will have to be constructed by purchaser on
the Flat hereby sold and shall be as per color approved by
the Developer/Seller and the front elevation, plinth level
will have to be constructed strictly in accordance with the
annexed Photograph and Elevation Plan. It is necessary to
maintain the project theme and conformity in order to
maintain the grace and façade of the row housing colony
which is being a theme based project. It is mandatory and
incumbent upon the purchaser to adhere to the rules and
guidelines, colour theme and elevation plan. All rights
pertaining to approval of the front elevation of the building
/ villa and its color is vested with the seller and
subsequently the same will be transferred to the RWA.

30. That It is also mandatory for the purchaser to

complete the construction of the building/ Villa in accordance with the laws and bylaws and in conformity with the project theme and symmetry within 05 years from the date of registration of present sale deed.

31. That during the course of any construction activity conducted by the purchaser for his / her purchased Flat for villa. It is the sole responsibility of the purchaser to ensure that no damage to the Roads, Park, Drain, Light etc or any common place of the project is caused. In the event of any such damage(s) so caused will be solely attributable to the purchaser and the cost(s) so incurred in repairing or removing such damage(s) will be paid by the purchaser to the seller or its nominated agency or the RWA as the case may be unconditionally within 30 days and thereafter delay in payment will be charged with interest as applicable.

32. That the present sale deed has been drafted by the counsel on the basis of documents so produced as detailed above and on the basis of instructions received from the parties to this deed. Thus there exist no liabilities on the part of the counsel in any manner.

33. That the expressions "**Seller**" and the "**Purchaser**" hereinbefore used unless repugnant to the context mean and shall always mean and include their respective heirs, successors, legal representatives and assignee's.

IN WITNESS WHEREOF WE the above-named Seller 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

Flat No., in "**URBANAC SKY MANSION**" out of Land Khasra Nos.477,478,479Ka,611,612, situated at Village-Mastemau, Lucknow measuring sq. mtr., and bounded as below: -

SOUTH-EAST :
NORTH-WEST :
NORTH-EAST :
SOUTH-WEST :

WITNESSES: -

Signed of On Behalf of

1-

SELLER

Mr.

2-

Purchaser

Drafted By

Typed By