Sale Consideration Market Value Stamp Duty

Pargana : Lucknow

BRIEF DETAIL OF SALE DEED

1. Type of property : Residential

2. Village/Mohalla : Anaura, Lucknow

3. Ward/Pargana : Lucknow

4. Property Details : Villa No.

5. Measurement Unit : Square Meter

6. Area of Property :sq.mtr.

7. Covered Area : sq.mts.

8.

Segment Road)

Situation of Road (as per : More than 100 Mts. away

from Ayodhya Road.

9.

Road/Corner)

Other Description (12 Mts. : situated at Mtrs. wide

road and same is not a

corner property.

No. of First Party: 1	No. of Second Party: 2
Details of Vendor	Details of VENDEE
M/s Mayfair Developers,	Name son of
having its office at	Sri
through	
its Partners Naresh Kumar	
Agarwal son of Late Ramji Lal	
Agarwal resident of 122/8,	
Goel House, Faizabad Road	
Lucknow U.P226007,	
authorized vide Resolution	
dated	

SALE DEED

This DEED OF SALE is made at Lucknow on thisday of August, 2021.

BETWEEN

AND

.....

(hereinafter referred to as the "VENDEE", which expression shall include his/her/their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the other part.

Wherever the VENDEE is a male, female, company, firm, trust, etc., the expression he, him, she, her, himself, herself, it, itself, etc. in this agreement in relation to the VENDEE shall be deemed as modified and read suitably as the context requires.

Whereas there are more than one VENDEE, the expression buyer in this sale deed shall be construed as including each of such buyer, its heirs, executor, administrators, representative, assignees etc. And whereas seller M/s Fayfair Developers is a partnership firm which is made between three partners i.e. (1) Naresh Kumar Agarwal son of Late Ramji Lal Agarwal resident of 122/8, Goel House, Faizabad Road Lucknow U.P.-226007 and (2) Frolic Commercial LLP, a Limited Liability Firm, through its Designated Partner Saroj Goel, DPIN No. 1010731 w/o Naresh Kumar Agarwal having registered office at 103A, First Floor, Coronation Anand Tower, Vibhuti Khand, Gomti Nagar, Lucknow, U.P. 226010 and (3) Mr. Amit Agarwal son of Sri Naresh Kumar Agarwal resident of 122/8, Goel House, Faizabad Road, Lucknow, U.P..-226007, they jointly authorized to First partner to sign and execute all the documents in respect of said partnership firm vide Resolution dated.................................. as such first party is fully authorized to sign and execute this deed in favour of purchaser.

AND WHEREAS First partner and second partner are the owners of Plot of lands. That the First party and Second party shall bring in the plot of lands bearing khasra No. 306 measuring 0.2037 Hectare, situated at Village-Anaura, Chinhat, Faizabad Road, Lucknow having purchased the same from Sri Ravi Kumar Son of Maya Ram and others by way of registered sale deed dated 16th April 2008, which is registered in Bahi No.1, Jild No. 7420 on pages 309 to 344 serial NO. 3753 on dated 16.04.2008 before the office of Sub-Registrar-II, Lucknow and one another deed measuring 0.2413 Hectare, purchased from Sri Parmatma Ram, Ram Singh Son Late Sri Gajodhar and others by way of registered sale deed dated 05.02.2015 which is registered in Bahi No.1, Jild No. 16431 on pages 375 to 394 serial NO. 1769 on dated 05.02.2015 before

the office of Sub-Registrar-II, Lucknow and land Khasra NO. 307 measuring 0.211 Hectare also purchased by them from Shri Ram Lakhan son of Late Kesho Ram and Smt. Shiv Raja wife of Late Kesho Ram which is registered as Bahi No.1, Jild No. 7007 on pages 1 to 28 serial NO. 9850 on dated 24.10.2007 before the office of Sub-Registrar-II, Lucknow and land Khasra NO. 313 measuring 0.759 Hectare also purchased by them from Shri Yamuna Prasad Singh and others son of Shri Babu Singh which is registered as Bahi No.1, Jild No. 6582 on pages 1 to 48 serial NO. 4170 on dated 25.04.2007 before the office of Sub-Registrar-II, Lucknow, as such total land collectively measuring 1.415 Hectare of situated at Village-Anaura, Chinhat, Faizabad Road, Pargana, Tehsil and District-Lucknow is owned by the firm, partner of the third party joined with partnership firm for the develop the land and construct the villas and row houses etc. as such all the partners made above said partnership firm and authorized to partner No. 1 to execute all the legal activities and the documents etc.

And whereas as per their mutual consent and partnership firm resolution, firm has carved different residential plots and constructed villas on the said land Khasra No. 306, 307 and 313

AND WHEREAS the land use of the proposed site conforms to the development of Township as per its firm's plan of Lucknow.

AND WHEREAS a layout plan has been approved with the detail project report and all the development work on the land is to be based on layout plan only.

AND WHEREAS in terms of the development ofTownship at Anaura Lucknow in Uttar Pradesh, the

developer has been authorized to allot the units of different specifications and sizes developed/constructed by the Vendor to its allottees on its own terms and conditions. The vendor is also authorized to carryout and completes the internal and external development of various services on its own as per the standard specifications confirming to the Government policies and guidelines.

AND WHEREAS, the Vendor represents, declares and assures the VENDEE as under:-

- (b) That the title of the Vendor is absolutely clear and marketable and that the said Villa is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances till the time of execution of sale deed.
- (c) That the Vendor hereby confirms and assures the VENDEE that Vendor is not barred or prevented by any administrative/ statutory attachment order or notification from entering into

the present transaction with the VENDEE.

(d) That the Vendor shall keep the VENDEE harmless and indemnified from all losses and damages in case the above declarations or any part thereof is found to be false or incorrect and/or otherwise for any reason, whatsoever.

AND WHEREAS, upon the aforementioned declaration and assurances of the Vendor the Vendor hereby sells and the VENDEE hereby purchases the said Villa for consideration of Rs./(Rupeesonly) on the terms and conditions mentioned herein under:

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

- 3. That the vendor has informed the VENDEE that all the terms and conditions relating to the allotment, construction of built

up area on the said villa shall be applicable to the VENDEE mutatis mutandis.

- 4. That VENDEE assures that as and when required VENDEE shall sign the Maintenance Agreement with the M/s Mayfair Developers or its nominated agency. Further, VENDEE assures that after taking physical possession of the property if VENDEE leaves property vacant then also maintenance levy charges shall be paid to vendor or its nominated agency by the VENDEE. VENDEE hereby assure and abide all the terms and conditions relating to the allotment.
- 5. That the Vendor has hand over the vacant, peaceful possession of the said Villa to the Vendee.
- 6. That the VENDEE shall hereafter hold, enjoy, use and transfer the said Villa under sale without any hindrance; claim whatsoever from the Vendor or any other person claiming under or through it but all the terms and conditions of the M/s Mayfair Developers shall also be binding upon the prospective VENDEE.
- 7. That the VENDEE can get the said Villa under sale mutated, substituted and transferred in his/her/their name(s), on the basis of this Sale Deed, in the record of any authority or any other relevant records in the absence of the Vendor. The Vendor undertakes that it shall sign all other papers/documents required in this connection.
- 8. That the said Villa is free from all kinds of encumbrances,

disputes, flaws, litigation, acquisition, requisition, attachments, decree of any court or otherwise, demands, claim, liabilities notices or acquisition etc. and that if it is otherwise, or any of the representations, declarations, or assurances made by the Vendor in this deed proved to be false at any time and the VENDEE suffers any loss in whole or part of the said Villa, any legal defect in the title of the said Villa, then the Vendor shall be liable and responsible for the same and the Vendor hereby agrees to indemnify all such damages / losses suffered or sustained by the VENDEE.

- 9. That all the dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoing, if any, shall be paid and borne by the Vendor up to the date of allotment of the Villa and thereafter the same shall be paid and borne by the VENDEE.
- 10. That the VENDEE has become absolute owner of the said Villa. The physical possession of the Property has been transferred to the VENDEE on the execution of this deed..
- 11. That the VENDEE shall bear all cost and expenses and legal fees in respect of sale of the said Villa including stamp duty, registration fee and other incidental expenses on the Sale Deed.
- 12. That the property is situated in the Village-Anaura and more than 100 meter away from Ayodhya Road. For the purpose of the stamp duty, circle rate of the land is fixed Rs. 7000/-

per sq mts. accordingly market value of the land of the villa	
measuring sq.mtr. comes to Rs/ that	
the total constructed area of the said villa is	
sq.mts. which is of High Class, the value thereof @	
Rs.15,000/- per sq.mts. comes to Rs/- and	
There is boundary wall fitting with iron gate, value thereof is	
not more than Rs/ Thus the total market value of	
the Villa comes to Rs/ Consideration amount of	
the Villa is Rs/-, which is higher than the market	
value, so the stamp duty is being paid on the sale	
consideration @7% comes to Rs/	
SCHEDULE OF PROPERTY	
All that piece and parcel of Villa No measuring	
sq.mts. situated in Township, in Village-Anaura, Pargana,	
Tehsil and District Lucknow delineated and marked in the	
annexed site plan which is bounded as under:- East : West : North : South :	
SCHEDULE OF PAYMENT	
Vendor has received Rs/- (Rupees only) from the VENDEE and Vendor has acknowledge this receipt.	

IN WITNESS WHEREOF, the Vendor and VENDEE have set their respective hands with healthy and free mind on these present on the day, month, and year first above written in presence of the following witnesses:-

WITNESSES:-

1. **VENDOR** PAN-

VENDEE

Typed by:

(Ram Sanehi)
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near Registrar office, Kaiserbagh,
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(Brajesh Kumar Pandey)
Advocate
Sadar Tehsil, Lucknow

Drafted by: