

Sale Consideration : Rs...../-
Valuation : Rs...../-
Stamp duty : Rs...../-

- : DETAILS OF INSTRUMENT IN SHORT : -

1. Type of Land : Residential
2. Tehsil : BakshiKaTalab
3. Mohalla/Village : Sahara City Homes, Situates at Hardoi By Pass Road,Near I.I.M, Lucknow.
4. Details of the Property : Unit No.
Type-.....
(Row House/Semi Detached/Villa)
5. Unit of Measurement : In Square Meter
6. Built-up area : sq.mt.
7. Location of Road : More than 100 mtr away from HardoiBy Pass Road
8. Type of Property : Independent Row House/Semi Detached/ Villa
9. Total plot area : sq.mt.
10. Finished/Semi Finished :
11. Year of Construction :

BOUNDARIES OF THE PROPERTY

East :
West :
North:
South:

DETAILS OF SELLERS (TWO)

(1), a company duly incorporated under Indian Companies Act, 1956, having its registered office at**PAN NO.GST NO.....**and
(2)**PAN NO.GST NO.....**, a company duly incorporated under Indian Companies Act, 1956, having its registered office at 1,, through their Authorised Signatory son of SHRI, resident ofDuly authorized by board resolution dated

DETAILS OF PURCHASERS (TWO)

(1), S/o of**PAN NO.....AADHAR NO.....**and
(2) son of, **PAN NO.....AADHAR NO.....**both resident of

- : SALE DEED : -

This DEED OF SALE made on thisday of by (1), a company duly incorporated under Indian Companies Act, 1956, having its registered office at **PAN NO.GST NO.....** and (2)**PAN NO..... GST NO.....**, a company duly incorporated under Indian Companies Act, 1956, having its registered office at **PAN NO.GST NO.....**, through their Authorised Signatory son of, resident of (hereinafter referred to as 'SELLERS') IN FAVOUR OF (1)**PAN NO.AADHAR NO..**, S/o of and (2), son of**PAN no.AADHAR NO.....**, both resident of (hereinafter referred to as 'PURCHASERS'). (The expression Sellers and Purchasers shall always mean and include their respective legal heirs, successors, legal representative, transferees and assignees).

WHEREAS the Sellers have developed a housing scheme over their land, situated at Hardoi By-Pass Road, Lucknow known as "SAHARA CITY HOMES" (hereinafter referred to as the 'SAID YOJNA') consisting of various types of residential flats, houses, bangalow and commercial units.

AND WHEREAS the Purchasers being interested in purchasing a residential unit in the 'Said Yojna', have opted for purchase of residential Unit No., Type-..... (.....) having land area of sq.mt.) and covered area sq.mt., situated

at SAHARA CITY HOMES, Hardoi By Pass Road, Near I.I.M., Lucknow (hereinafter referred to as the '**SAID PROPERTY**').

AND WHEREAS the Purchasers applied for the purchase of the 'Said Property' for a total consideration of Rs./- (Rupees Fifty Only) and the Sellers has agreed to convey the 'Said Property' for the aforesaid consideration.

AND WHEREAS the Purchasers have inspected the Said Property and are fully satisfied of the same being up to the mark with regard to the quality of construction, the area as mentioned herein, the material used for construction and after being fully satisfied in all respects whatsoever, after conducting personally and through experts various inspections and such examinations / tests as it considered necessary, without any fear, pressure or inducement of any nature whatsoever is entering into and executing this deed.

AND WHEREAS the aforesaid amount of consideration having been received by the Selles before execution of this Sale Deed and the same is acknowledged by the Sellers through this Deed.

NOW THIS DEED WITNESSETH:

1. That having received the said consideration of Rs......./-, in the as mentioned herein above, the Sellers both hereby sell, convey and assign absolutely to the Purchasers the Said Property more fully described in the 'Schedule of Property' at the bottom of this Deed and in enclosed map/plan forming part of this Deed to Hold and Possess the same unto and use and enjoy the same as absolute owner thereof subject to the covenants and stipulations hereinafter contained.
2. That the upkeep and maintenance of the Said Yojna shall be arranged by the Sellers, their nominee or any other Maintenance Agency as may be appointed by the Sellers. For this purpose, the Purchasers(s) shall pay one time maintenance charges to the sellers or to their nominee or to any other Maintenance Agency as may be appointed by the Sellers by executing separate Maintenance Agreement. It is made clear that this one time charge is collected to render maintenance of residential buildings for 10 years only. After completion of 10 years, purchasers(s)/ successors/nominees shall be liable to pay monthly charges to the sellers or to their nominee or to any other Maintenance Agency as may be appointed in this regards at the rate which may be decided at that time. It is made clear that Company shall maintain Township from its own resources for 20 years. Company shall be entitled to demand additional charges for the maintenance after the completion of 20 years.
3. That all other terms and conditions as mentioned in the application form shall remain applicable and binding on the parties.
4. That the Purchasers shall within a period of seven days from the date of execution hereof execute, if not already executed, a maintenance agreement with the Sellers/its nominee or Maintenance Agency. The Purchasers also agrees to be bound by all the Rules and Regulations that are applicable and those that may be made applicable by the Sellers/its nominee/ Maintenance Agency/ for the maintenance of the Said Yojna.

5. That in case maintenance of the Said Property, any row house/semi detached/villa or cluster of row houses/semi ditched/villa or the Said Yojna is handed over to any society or Local Body under any applicable Statute, the Sellers shall hand over the Said Property/any row house/semi detached/villa or cluster of row houses/semi ditched/villa or such portion(s) of or the Said Yojna to such society/Local Body alongwith maintenance of only those Common Areas which could be categorized as "Common Area" under the applicable Statute for that particular row house/semi detached/villa or cluster of row houses/semi ditched/villa /Yojna. All other Common Area/Amenities and Facilities shall remain the property of the Sellers. In these circumstances, the Sellers shall not be responsible in any manner whatsoever for the maintenance of those row house/semi detached/villa or cluster of row houses/semi ditched/villa or the Said Yojna and their proportionate Common Area which are handed over to a society or Local Body.

6. That the Purchasers shall have unrestricted and uninterrupted rights over the Said Property, detailed at the foot of this Deed.

7. That the footpath, lobbies, stairs and other common services and circulation area in and around the row house shall be left unobstructed for free and convenient movement. Any encroachment upon these common and circulation area shall be unauthorized and liable to be removed at the cost and expenses of the encroacher without any notice.

8. That this property is sold as Row House on which the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010 is not applicable hence except the Said Property herein transferred all common amenities and facilities within the Said Yojna and residual rights thereof shall continue to vest in Sellers.

9. That the Purchasers shall use the Said Property hereby transferred strictly for residential purposes only. Any variation in use shall be liable to an initial warning with fine and requiring removal of violation within 30 days; continued and/or repeated violation shall lead to automatic cancellation of the present transfer itself with consequences.

10. That the Purchasers hereby confirm that the possession of the Said Property has been handed over by the Sellers to the Purchasers to the complete satisfaction of the Purchasers.

11. That the Purchasers shall have electric, telephone, water and other services connections at his own cost and expenses without disturbing the permanent structure(s) and facade of the Said Property/Building. In case such connections, if installed, are found to damage the footpath, common facilities, etc., as above, the Sellers shall have to right to deny for such service connections and if necessary to restore such facilities at the cost of the Purchasers.

12. That the Purchasers, before any subsequent transfer, shall have to obtain prior permission in writing from the Seller No.1 for such transfer, and in such an event, all the Covenants and conditions contained in this Deed shall be applicable and binding upon subsequently transferees in the same manner as are applicable upon the Purchasers. (The Seller may charge transfer fee as may be applicable at the relevant time while granting such permission).

13. That the Purchasers shall pay all taxes / premiums / rates or other charges as may be required by the local / municipal or other authorities. If any Authority / Body charges the same from the Sellers, the same shall be recovered by the Sellers from the Purchasers.

14. That the Purchasers will abide by all laws, bye-laws, rules and regulation of the Govt. / Local Bodies and any other authorities and shall attend, answer and be responsible for all deviation, failure or breach of any of the condition of bye-laws or laws or rules & regulations and keep the sellers indemnified, secure and harmless against all costs, consequences and damages arising due to breach and/or non-compliance of the said bye-laws/regulation by the Purchasers.

15. That the Purchasers shall bear expenses of stamp duty, registration charges, legal fee and other expenses in connection with the execution and registration of this deed.

16. That the Purchasers shall not make any alteration in the said property except as per provisions of the applicable laws.

17. That the sellers have never executed any Sale Deed prior to this deed in respect of the Said Property.

18. That it is understood by the parties that the Said Yojna 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 Purchasers are essential so as to protect the rights of all the occupants, for the common benefit of them all.

19. That the aforesaid row house/semi detached/villa is situated at Sahara City Homes and more than 100 mtrs. away from Hardoi By Pass Road. The residential land measuring area square meters is being transferred by this Sale Deed, as such its value calculated @ Rs...../- per sq. mtr., as fixed by the District Magistrate, Lucknow, but the aforesaid property is situated at 9 mtr. wide road but same is not on corner side, hence only 10% value enhanced in circle rate comes to Rs...../- per sq.mtr., comes to Rs...../-.

The built up area of the house, hereby sold is sq. mtr. as such its value calculated @ Rs...../- per sq. mtr., as fixed by the District Magistrate, Lucknow, Plot area on which aforesaid unit is built is.....Sq.Mts. as such its value calculated @ Rs...../-total comes to Rs.-/- and value of boundary wall and gate may not be more than Rs.....-/. Thus the total value of the row house/semi detached/villa comes to Rs.....-/. The sale consideration is Rs.-/- which is higher than the market value, therefore, total stamp duty of Rs.-/- is being paid herewith.

IN WITNESS WHEREOF we the above named Sellers and Purchasers have put our hands to these presents on the day, month and year first hereinabove mentioned.

SCHEDULE OF PROPERTY

Row House/semi detached/villa No., Type-, situated at SAHARA CITY HOMES, Hardoi By Pass Road, Near I.I.M, Lucknow, having plot area sq. mt. along with residential constructions measuring sq. mt., as per map/plan annexed herewith and forming part of this deed and bounded as under :

East :
West :
North:
South:

WITNESSES :

1.

1.

2.

2.

(SELLERS)

1.

2.

(PURCHASERS)

Typed by :

Drafted by:

(.....)
Civil Court, Lucknow.

(.....)
Advocate
Civil Court, Lucknow.