

Stamp: Rs...../

SALE DEED

Nature of Land : Residential
Pargana : Lucknow
Ward : Chinhat
Mohalla/Village :

Detail of Property : Flat No.-..... in Group
Housing....., **BBD GREEN CITY**
situated at Faizabad
Road, Lucknow.

Flat No. : on Floor, Block-

Carpet Area : M²

Super Area : M²

Road :

Type of Property : Residential

Construction Year : New

Consideration : **Rs...../**

Valuation : **Rs...../=**

BOUNDARIES OF THE PROPERTY

NORTH :

SOUTH :

EAST :

WEST :

Stair

Name of Seller : **M/s Viraj Constructions Pvt. Ltd.**, a company incorporated under the Companies Act, 1956 having its registered office at 55, Purana Quila, Lucknow and corporate office at 2nd Floor, Viraj Tower, Vibhuti Khand, Gomti Nagar, Lucknow, through its authorized signatory Sri S/o Sri, who has been duly authorized by the Board of Directors of the Company through its Board Resolution dated

Name of Purchaser- : Mr./Mrs..... S/o/D/o/W/o Mr.....
....R/O

THIS SALE DEED is executed on thisday of 20

By & Between

M/s Viraj Constructions Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 55, Purana Quila, Lucknow and its corporate office at 2nd Floor, Viraj Tower, Vibhuti Khand, Gomti Nagar, Lucknow, (PAN -) represented by its authorized signatory Sri S/o Sri

....., (Aadhar No.) authorized vide Board Resolution dated hereinafter referred to as the **"PROMOTER/SELLER"**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, representatives, nominees and permitted assigns) of the First Part

AND

Mr./Ms (Aadhar No.) son of / daughter of/wife of aged about years, residing at (PAN) (hereinafter referred to as the **ALLOTTEE/PURCHASER** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors in interest and permitted assigns) of the Second Part.

WHEREAS the Seller is the owner in possession of a plot of land bearing khasra no.measuringsq.mtr. having purchased the same through deed of sale dated.....duly registered with Sub Registrar, Lucknow, vide Book No....., Vol.....Pages.....to.....at Sl. No.on ,**And**

WHEREAS the Seller after acquiring the said land submitted the layout/building plan for the construction and development of a multi storeyed residential complex over the said land with the Competent Authority i.e. Lucknow Development Authority, Lucknow, (hereinafter referred to as "LDA") and the LDA has approved the building plan and has issued the Permit bearing no.....dated..... , **And**

AND WHEREAS the Promoter/Seller after getting the building plan approved from the Lucknow Development Authority, Lucknow started constructing a multi storeyed residential complex known as "....." as per the plan sanctioned by the Authority, **And**

WHEREAS the seller as per the building plans approved by the Lucknow Development Authority, Lucknow, has constructed a multi storeyed residential complex named as 'BBD Times Square' havingblocks and each block having/ storey and flats in each block, total flats/ unit with parking at basement and other facilities and services therein, **And**

WHEREAS Seller has entered into an Agreement for Sale with the Purchaser under the provisions of the U.P. RERA duly registered with Sub Registrar, Lucknow, vide Book No....., Vol.....Pages.....to.....at Sl. No.on containing the detailed terms of allotment, consideration amount and other terms and stipulations to be observed and performed by the Purchaser ,**And**

WHEREAS after construction and development as per the approved layout and building plan, the Seller has applied for obtaining completion certificate which certificate has been granted by the competent authority vide letter bearing no.dated..... ,**And**

WHEREAS the Purchaser has paid the entire consideration amount and other charges in terms of the registered agreement, the receipt of which is hereby acknowledged by the Seller, further the seller has also issued occupancy certificate in favour of the purchaser and the Seller hereby conveys, assigns absolutely the said flat in favour of the Purchaser on the terms and conditions appearing hereunder.

NOW THIS DEED WITNESSETH AS UNDER:-

1. That in consideration of a sum of Rs. (Rs. only) paid by the purchaser to the seller, the receipt whereof is hereby acknowledged by the seller, the seller hereby transfers, conveys & assigns absolutely, by way of sale, all rights, title & interests, in the super structure forming flat no. situated on the ____ floor of ____ block-____ measuring _____ M² of carpet area and _____ M² of Super Area along with undivided importable interest in _____ M² land under the complex in proportion to the area of the said flat, along with _____ measuring _____ Sq Meter total area of garages & stores are _____ Sq. Feet i.e. _____ Sq. meter, described in the schedule given hereunder, delineated & demarcated on the plan annexed herewith (hereinafter referred to as the said flat/ unit/ apartment) to hold & enjoy the same as owner thereof with all rights of easement attaching thereto, so far held & enjoyed by the seller. The possession of property hereby sold/ transferred has simultaneously been handed over by the seller to the purchaser, free from all encumbrances, charges, liens, litigations etc. in perfect condition to the entire satisfaction of Purchaser with regard to quality of construction, specifications, fixtures and fittings therein the flat.
2. That the area of the flat hereby transferred is the built-up area, which includes area of independent wall and half of the area of the wall common between 2 units & the area of balcony(s). The purchaser shall not be allowed to cover the balcony & terrace which will always remain open.
3. That the property hereby transferred is super structure along with _____ **Sq. Mtrs.** proportionate undivided interest in the land, under the complex, which shall be unseverable from the joint interest of other purchasers and shall not be subjected to partition or sub-division at any stage of time by the purchaser or any person claiming through the purchaser, which shall however be transferable as an interest incidental to the super structure hereby transferred. This condition shall be applicable on subsequent transferee(s) as well.
4. That the purchaser shall, however, have proportionate undivided impartable joint interest in common service/ facility area(s) & land under the block & easementary right in respect of Roads, Common passages, corridors.
5. That all taxes, charges, assessment as levied or may be levied by municipal/local authorities upon the property hereby transferred shall be borne & paid by the purchaser from the date of delivery of possession or the sale deed whichever is earlier.

6. That the purchaser shall have right to take electric, telephone & other service connection at his/her own cost & expenses without disturbing the permanent structure (s) and façade of the Complex after taking no objection from the seller.
7. That the Seller represents that the property hereby transferred is free from all encumbrances, charges, lien, litigation's & the seller has subsisting right to transfer the same to the purchaser. In case the purchaser is deprived of the property hereby transferred or any part thereof on account of defect in title, the Seller undertakes to indemnify the purchaser to the extent of loss as may be sustained by the purchaser subject to maximum of the sums paid by the purchaser to the Seller with regard to property hereby sold.
8. That initially the running & maintenance of the complex & services shall be undertaken by the Seller or its nominee & for the cause the purchaser shall pay the Seller, its nominee (s) or the Association whosoever carrying the maintenance activities the charges as may be asked and in the manner prescribed.
 - A. It shall be incumbent upon each allottee to join the Association by paying membership fee for the purpose of management and maintenance of the Complex & services thereon whenever the Association is formed & become functional. The Seller shall hand over the responsibility of the maintenance of the complex & common services to the Association along with the LSD, balance PDC of MRMC (if any) the LSD shall be transferred in a joint account of Association and Viraj Constructions Pvt. Ltd. or through a Escrow account, and thereafter association shall maintain the complex through interest on LSD & MRMC and collect the additional amount (if any) from the allottees for the smooth running & maintenance of the complex.
 - B. Common area(s), service(s) and circulation area of the complex shall only be handed over to the association. Unsold area like parking, garages, storage spaces, servant rooms, forming part of independent area, shall not be handed over to the association and will be owned by the seller Company and may be sold on such terms as the Seller Company deems fit.
 - C. That right to use common services/facilities is always subject to payment of up to date charges & performing stipulations made by the Seller/Association. Any amount due as maintenance charges shall be charge upon the unit owned by the Purchaser in default.
 - D. That the Seller and/or the maintenance agency deployed by the Seller/Association and their employees at all reasonable time with prior intimation to Purchaser shall have a right to enter the unit/ flat/ apartment in order to inspect, carryout necessary repair work as may be required from time

to time. In case of any emergency such right to entry is always reserved & can be exercised without any notice.

- E. That the club / commercial complex, open & covered parking being part of approved layout of _____, the group housing complex where the subject flat situates, are the independent area within the meaning of U.P. Apartment (Promotion of Construction, Ownership & Maintenance Act), 2010 not included as common areas for joint use of apartments & shall remain property of the seller. The Seller shall have absolute right to transfer/sell/deal/operate/run the Club, community facilities and commercial area. The Seller shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Purchaser shall not have any right to interfere in the manner of booking/allotment/sale of such community facilities, commercial premises, club etc. to any person/s and also in their operation and management.
9. That the purchaser shall not be allowed to change the outer façade and architecture of the complex at any stage of time & shall not be covering/enclosing the balconies & terrace, which always will remain open. The purchaser shall not encroach any common area & stairs etc., any encroachment upon balcony(s), common area & like lobby, corridor, stairs etc. shall be unauthorized & shall be liable to be removed by the Seller or the Association at the cost of the purchaser. The purchaser shall also after prior consent in writing of the Seller or Association, be allowed to make any change, addition, alteration in the flat/ unit/ apartment but no such permission shall ever be granted whereby the permanent structure like column, beams & façade etc., of the Complex may be damaged.
10. That the purchaser shall use the flat/ unit/ apartment for residential purposes only & the parking area for parking purpose and stores for storage of domestic items only and shall also not be allowed to carry out any commercial activity, business & profession, in the demised premises and shall also not be doing or cause to be done any activity which may cause nuisance, annoyance to other occupants of the complex. 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. 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, janitor or the visitor.
11. That within agreed consideration cost the purchaser shall have exclusive right to use reserved car parking as mentioned above, in the area earmarked for parking purpose for parking vehicle only and no construction of whatsoever nature shall be allowed to be made on the parking space.
12. That the security & maintenance personnel are meant for Management of Affairs of the complex, safety & security of equipments/plant & machinery installed in the complex & its maintenance and in no case the security personnel be responsible

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

13. That the Purchaser shall faithfully, diligently & in true intent follow, observe & perform the stipulations & covenants to be observed & performed as contained in the Certificate of Possession issued in respect of possession of property hereby transferred.
13. That all the expenses for execution and registration of this deed have been borne & paid by the purchaser.
14. That the property hereby transferred is super structure newly constructed as such the same has not been assessed by Nagar Nigam, Lucknow. The property transferred is situated in a Group Housing Complex and has not been let out and has been in inclusive possession of the Seller prior to the execution of this Sale Deed. The property transferred hereby is for residential use situated on _____ floor of the complex having _____ sq. mtr., of built up area for the purpose of stamp duty, the calculation of the valuation of the said unit as per prescribed circle rate are as under: -
- (i) Carpet area of the flat hereby sold is _____. mtrs., and the. Circle Rate fixed by the Collector, Lucknow, for the said area is Rs. _____/- per sq. mtr., being premium of the flat, the valuation comes to Rs. _____/= , and undivided proportionate land comes to _____ Sq. Meter, because the total plot area is _____ Sq. Meter and total carpet/built-up area is _____ Sq. Meter, the valuation whereof at rate of _____ per sq.mtr. as fixed by D.M. Lucknow, works out to be Rs. _____/- and the valuation of the proportionate undivided land under and around the complex is _____sq.mtr. the valuation whereof at rate of Rs. _____/- per sq.mtr. fixed by DM, Lucknow, works out to be Rs. _____/-. Thus the valuation of flat (super area and proportionate land) works out to be Rs. _____/-. The property situated on _____ floor after availing the rebate as prescribed the net valuation of the property hereby transferred comes to Rs. _____/-. The sale consideration is Rs. _____/- for the purposes of payment of the stamp duty the value of the property comes to Rs.on which a sum of Rs. _____/- as stamp duty has been paid by the purchaser.

SCHEDULE OF PAYMENT

.....
.....
Details of payment
.....
.....

SCHEDULE OF PROPERTY

Flat No. _____ situated on _____ Floor of Block-_____ (_____) of the _____ Group Housing having _____ M² of built up area along with exclusive right to use in the _____ parking purpose along with proportionate undivided interest in _____ M² land under & the complex together with side terrace as mentioned above, proportionate right to use common areas as easementry right, situated at BBD Green City situated at Faizabad Road, Lucknow, more specifically demarcated on the plan annexed and bounded as under:-

NORTH	:
SOUTH	:
EAST	:
WEST	:

IN WITNESS WHEREOF the parties have here to set their hands on the day, month and year first above written.

WITNESSES:-

Signed for & on behalf of

1.

SELLER

2.

PURCHASER

Typed By:

Drafted By: