

SALEDEED

Nature of Land : Residential
 Pargana : Lucknow
 Ward : Chinhat
 Mohalla/Village : Semra
 Detail of Property : Flat No:,..... Floor,
 Tower - 06 **Lotus Court Tower 6**
 in **BBD GREEN CITY**, Lucknow.
 Flat No. :, **Floor Tower- 06**
Lotus Court Tower 6
 Carpet Area : **square meter**
 Super Area : **square meter**
 Road : 30 m
 Type of Property : Residential
 Construction Year : New
 Consideration : **Rs./-**
 Valuation : **Rs./-**
 Stamp : **Rs./-**

BOUNDARIES OF THE PROPERTY

NORTH :

SOUTH :

EAST :

WEST :

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. R. K. Agarwal S/o Late Babu Banarsi Das, who has been duly authorized by the Board of Directors of the Company through its Board Resolution dt. 09.04.2022

Name of Purchasers- : **1.**
2.).

This Sale Deed is made and executed at LUCKNOW on this
day of

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- AACCV2888C) represented by its authorized signatory Sri. R. K. Agarwal S/o Late Babu Banarsi Das, (Aadhar No:

5975 7382 3058) authorized vide Board Resolution dated 09.04.2022, 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

(1)

.....
.....),).

hereinafter referred to as the **ALLOTTEES/ PURCHASERS** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors in interest and permitted assigns) of the **SECOND PART**.

WHEREAS, the Promoter/Seller is developing a project namely "Lotus Court Tower-6", hereinafter called as Project, in its integrated township located at Faizabad Road, Lucknow. The total area of the project is 5000 sq. meters and it is located on Khasra Plot nos. 182 & 183 of Village - Semra, Pargana, Tehsil and District – Lucknow (Now Under Municipal Limit); **AND**

WHEREAS the Promoter / Seller Viraj Constructions Pvt. Ltd. is the absolute & lawful owner in possession of plot of land measuring 5000 sq mtrs part of khasra no. 182 & 183 of Village - Semra, Pargana, Tehsil and District – Lucknow which has been purchased by the promoter through different sale deeds, duly registered in the

office of Sub Registrar Lucknow on different dates. The details of which are as under -

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WHEREAS the Seller formed a consortium of various companies including the confirming party for the development of integrated township in Village Semra, Shahpur and Sarai Sheikh, Pargana, Tehsil and District Lucknow and the licence was granted to Consortium of M/s Viraj Constructions Pvt. Ltd. for development of the integrated township in the aforesaid villages: **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. 42944 dated 03/03/2022: **AND**

WHEREAS the Promoter/Seller after getting the building plan approved from the Lucknow Development Authority, Lucknow started constructing a multi storied residential complex known as "Lotus Court Tower 6" 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 storied residential complex named as 'Lotus Court Tower 6' having Stilt +14 stories, total 154 Flats/Unit with parking at basement/stilt/ground and other facilities and services therein ;**AND**

WHEREAS on the request/ application of the Purchasers, Flat No., on Floor in Tower- 6 of Lotus Court Tower 6, BBD Green City, Lucknow was allotted by the First Party to the Second Party; **AND**

WHEREAS after construction and development as per the approved layout and building plan, the Seller applied for obtaining completion

certificate for Tower no. 06 which certificate has been granted by the competent authority; **AND**

WHEREAS the Purchasers have inspected and examined the title of the Seller in respect of the Flat sold vide this deed of sale and is purchasing the said flat after being fully satisfied about the title of the Seller and its right to sell the said flat ; **AND**

WHEREAS the Purchasers have carried out the inspection of the building plans of the said dwelling unit, and have satisfied themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said dwelling unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said complex; **AND**

WHEREAS the Purchasers have paid the entire consideration amount and other charges in terms of the allotment/ agreement, the receipt of which is hereby acknowledged by the Seller, and the Seller hereby conveys, assigns absolutely the said flat in favour of the Purchasers on the terms and conditions appearing hereunder ; **AND**

WHEREAS Sri R.K. Agarwal Director and Authorized Representative of the Seller/Promoter for the purpose of presentation of the Sale Deed of BBD Green City, Lucknow executed by him on behalf of the Seller/Promoter for registration before the sub registrar office, has executed a registered Authenticated Power of Attorney dated 11.04.2022 in favour of Sri Amit Kumar Kaushal son of Sri Lakhi Chandra Posted as Manager Legal in Viraj Constructions Pvt. Ltd which stands duly registered in the office of Sub Registrar-I in Book No.6, Vol. no. 90 on Pages 31 to 42 at document Sl. No. 8 on 12.04.2022 ; **AND**

NOW THIS DEED WITNESSETH AS UNDER:-

1. That in consideration of a sum of Rs./- (Rs. only) (As per details given in payment schedule annexed with this deed), paid by the Purchasers 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 Tower- 6 measuring square meter of carpet area (built up area square meter) and square meter of Super Area along with undivided importable interest in square meter land under the complex in proportion to the area of the said flat situated in Lotus Court Tower 6 at BBD Green City Faizabad Road, Lucknow 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 Purchasers, free from all encumbrances, charges, liens etc. in perfect condition to the entire satisfaction of Purchasers 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 Purchasers 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 square meter proportionate undivided interest in the land, under the complex, which shall be un-severable from

the joint interest of other Purchasers and shall not be subjected to partition or sub-division at any stage of time by the purchasers or any person claiming through the purchasers, 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. The Purchasers shall have no right in the roof of the ultimate (top) floor of the block.

4. That the Purchasers 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 Purchasers from the date of delivery of possession or the sale deed whichever is earlier.
6. That the Purchasers shall be bound to avail all the services provided by the Seller and shall maintain the payment against the services on regular basis for example telephone, optical fiber, gas connection & other services. Electric connection shall be available to the purchaser as per the connection norm of the UPSEB / concerning authority. The Purchasers in no way will be allowed to disturb the permanent structure (s) and façade of the Complex after taking no objection from the seller. That the Seller shall provide cable/broadband/telephone lines in the complex and the allottee/s is bound to take the connection through the service provider if required by him at the charges imposed by the service provider.

7. That the Seller represents that the property hereby transferred is free from all encumbrances, charges, lien & the seller has subsisting right to transfer the same to the purchasers. In case the purchasers are deprived of the property hereby transferred or any part thereof on account of defect in title, the Seller undertakes to indemnify the purchasers to the extent of loss as may be sustained by the Purchasers subject to maximum of the sums paid by the purchasers 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 to the Seller its nominee (s) or the Association whosoever would carry on the maintenance activities the charges as may be asked and, in the manner, prescribed. It is further agreed between the parties that :-
 - A. It shall be incumbent upon each allottee/purchaser 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 including roads to the Association along with the balance LSMD, balance PDC of MRMC (if any) by transferring the same in a joint account of Association and Viraj Constructions Pvt. Ltd. or through a Escrow account, and thereafter association shall maintain the complex from interest on LSMD & MRMC and collect the additional proportionate 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 Purchasers in default. If default by the purchasers in payment of the maintenance charges for more than three months then seller / association shall have right to stop/ disconnect the services of the purchaser including light and water.
- 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 Purchasers 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 Lotus Court Tower 6, 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 or their nominee which shall not be handed over to the Association to

- be formed by and amongst the purchaser. The Club shall be run by the seller company or its nominee & the company at its sole discretion shall have a right to transfer the Club & commercial complex & to prospective Purchaser on terms & conditions as it may deem fit & proper. The purchasers shall however, on payment of prescribed membership fee (not to be utilized in construction of club), shall become the member of the club and on commencement of activities of Club be allowed to use & enjoy the services on payment of prescribed charges & observing the rules and regulation formed in this regard. Seller /association shall have right to induct new members in the club even if he/she / it is not a resident of the project Lotus Court Tower 6.
- F. The Purchasers shall be bound to have facilities/ services provided/ to be provided in the complex by the Seller and would be bound to pay proportionate installments and maintenance charge thereafter.
- G. The Purchasers and or his successors shall have no right to question the amount spent for maintenance and/ or association to be made for the maintenance of the complex. The decision of the authorized representative of the Seller Company and/ or association shall be final and binding on the purchaser.
9. That the Purchasers 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 Purchasers 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 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 Purchasers 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.
11. That within agreed consideration cost the Purchasers 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. Parking space is associated with the flat and in no way shall be severed from the flat, in case of resale of the flat, associated parking shall also be transferred alongwith the flat.
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 Purchasers & their belongings which shall be the sole responsibility of the Purchasers.

13. That the Purchasers 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.
14. That the Seller shall have right to increase the built up area when allowed by the competent authority either vertically or horizontally. Proportionate right in the land in such case shall be shared amongst the occupants/ owners of the existing flat owners as well as of the flat owners/ occupants of the subsequent floors.
15. That the Purchasers shall have right to sell/ transfer/ assign the flat subject to prior written consent of the seller/ association as the case may be and subject to payment of transfer charges as may be charged by the seller/ association from time to time.
16. That since the said flat is part of a group housing project under the integrated township developed by Seller in the name and style of BBD Green City which has been approved by the Lucknow Development Authority and till the development of township the Seller (Viraj Constructions Pvt. Ltd.) would be responsible for maintenance of township civic amenities, security and other allied services and as such till the time of hand over of the integrated township by the Seller to any Government Agency/ Nagar Nigam the purchaser shall be bound to pay applicable maintenance charges to the Seller for the maintenance of the township.

17. That all the expenses for execution and registration of this deed have been borne & paid by the purchasers.
18. That by this deed of sale Flat no. situated on Floor of Tower 6 having carpet area of square meter and built-up area square meter (Super area square meter) along with proportionate undivided interest in land measuring square meter situated at BBD Green City, Lucknow is being sold. The value of the built-up area of the unit measuring square meter @ Rs./- per sq. meter fixed by the Collector, Lucknow comes to Rs./- Since the unit/flat being on 18-meter-wide road in BBD Green City, its rate as fixed by the Collector, Lucknow is Rs./- per sq. meter. However, since the building/ complex (in which the unit/ flat is situate) is between two roads hence by adding 10% the rate of the land as fixed by the Collector, Lucknow comes to Rs./- per square meter and the proportionate value of undivided share in the land measuring square meter whereas 30% of the built-up area is square meter @ of Rs./- per sq. meter comes to Rs...../-. Thus, the total value of the unit/ flat (value of the construction plus value of the proportionate land) comes to Rs./- Since, the sale consideration agreed is Rs./- hence, stamp duty on the agreed sale consideration has been paid on this deed as per details given below:-

Purchaser No. 1 has purchased an undivided $\frac{1}{2}$ portion of the said flat for Rs./- The stamp duty on Rs./- @ 7% is Rs./-. The Purchaser No. 2 is a lady and has purchased an undivided $\frac{1}{2}$ portion of the said flat for Rs./- as per G.O. No. SA. Vi. Ka. Ni. 5-2756/11-

2008-500 (165)/2007 Dated 30.06.2008, a stamp duty of Rs. 60,000/- @ 6% upto Rs. 10,00,000/- and stamp duty of Rs./- @ 7% for the rest amount of Rs./-, total stamp duty of Rs...../-is being paid by purchaser no 2. Thus the total stamp duty (Rs..... + Rs.) = Rs./- say Rs./- stamp duty has been paid by purchasers on the sale consideration through E-Stamp No IN-..... dated which is attached to this deed of sale.

SCHEDULE OF PAYMENT

Received Rs./- (Rs.) (As per details given in payment schedule annexed with this deed), by the Seller from the Purchasers.

SCHEDULE OF PROPERTY

Flat no., situated on the Floor of Tower 6 measuring square meter of carpet area (built up area square meter) and square meter of Super Area along with undivided importable interest in square meter land under the complex in proportion to the area of the said flat in Lotus Court Tower 6, together with, proportionate right to use common areas as easementry right, situated at BBD Green City 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 this day, of,

WITNESSES:

(R. K. AGARWAL)
DIRECTOR
FOR M/S VIRAJ CONSTRUCTIONS PVT. LTD.
SELLER
PAN AACCV2888C

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PAN
PURCHASER NO 1

2./.....
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PAN
PURCHASER NO 2

Drafted by:

Typed by: