

Sale Consideration : Rs. _____/ -

Market Value : Rs. _____/ -

Stamp duty paid : Rs. _____/ -

Pargana :

Lucknow

DETAILS OF INSTRUMENT IN SHORT

| | | | |
|-----|----------------------------|---|---|
| 1. | Nature of Property | : | Residential |
| 2. | Ward/ Pargana | : | Pargana, Tehsil and Distt. Lucknow |
| 3. | Mohalla/ Village | : | Bhaisora, |
| 4. | Details of Property | : | Flat No. _____ (_____) on the ____ (____) Floor in the 'ASPIRE APARTMENTS' |
| 5. | Standard of measurement | : | Sq. meters |
| 6. | Location Road | : | More than 100 meters far from any segment road |
| 7. | Type of Property | : | Flat |
| 8. | Position | : | Finished |
| 9. | Carpet Area | : | _____ Sq. Meters (in Words) |
| 10. | Year of Construction | : | 2021 -22 |
| 11. | Consideration | : | Rs. _____/ - (Rupees _____ Only) |
| 12. | Boundaries | : | EAST : WEST : NORTH : |

| | | | |
|----|---|---|--|
| | | | SOUTH |
| 13 | No. of persons in first part (1) | : | No. of person in second part () |
| 14 | Details of Sellers | | Details of purchaser/s |
| | <p>(1) M/s. E-Square Homes Pvt. Ltd. a company duly incorporated under the Companies Act, 1956 having its Corporate office-B-56A, Gomti Nagar, Vibhuti Khand, Lucknow through its Director Mr. Prashant Raj Singh son of Sri R.N.Singh, vide Board Resolution dated [REDACTED]</p> <p>(2) Mrs. Urmila Singh, wife of Sri R.N.Singh, resident of 2/9, Vishal Khand, Gomti Nagar, Lucknow, through her lawful</p> | | <p>Mr. _____</p> <p>son of Mr. _____</p> <p>resident of _____</p> <p>_____</p> <p>_____</p> <p>Aadhar No. : _____</p> <p>PAN No. : _____</p> <p>Mobile No. : _____</p> |

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|---|--|
| <p>attorney Mr. Prashant Raj Singh son of Sri R.N.Singh, resident of 2/9, Vishal Khand, Gomti Nagar, Lucknow vide a registered POA dated 29.03.2019 duly registered in Book No. IV, Jild No. 488, on pages 121 to 128 at Sl. No. 257 at the office of sub-registrar -II, Lucknow which is not cancelled or revoked so far and is still valid and enforceable under law and Mrs. Urmila Singh is still alive, and (3)</p> <p>Shivnarayan</p> <p>Sadhusaran</p> <p>Educational Society, duly registered with the</p> | |
|---|--|

| | |
|--|--|
| Registrar Firms and society, Lucknow bearing registration No. <u> </u> , having its registered office at 2/9, Vishal Khand, Gomti Nagar, Lucknow, through its secretary Mr. Prashant Raj Singh son of Sri R.N.Singh | |
|--|--|

SALE-DEED

This DEED OF SALE is executed at Lucknow on this
 day of , 2021

BY

(1) M/s. E-Square Homes Pvt. Ltd. a company duly incorporated under the Companies Act,1956 having its Corporate office-B-56A, Gomti Nagar, Vibhuti Khand, Lucknow through its Director Mr. Prashant Raj Singh son of Sri R.N.Singh, vide Board Resolution dated , (2) Mrs. Urmila Singh, wife of Sri R.N.Singh, resident of 2/9, Vishal Khand, Gomti Nagar,

Lucknow, through her lawful attorney Mr. Prashant Raj Singh son of Sri R.N.Singh, resident of 2/9, Vishal Khand, Gomti Nagar, Lucknow vide a registered POA dated 29.03.2019 duly registered in Book No. IV, Jild No. 488, on pages 121 to 128 at Sl. No. 257 at the office of sub-registrar -II, Lucknow which is not cancelled or revoked so far and is still valid and enforceable under law and Mrs. Urmila Singh is still alive, and

(3) Shivnarayan Sadhusharan Educational Society, duly registered with the Registrar Firms and society, Lucknow bearing registration No. _____, having its registered office at 2/9, Vishal Khand, Gomti Nagar, Lucknow, through its secretary Mr. Prashant Raj Singh son of Sri R.N.Singh vide resolution dated _____, (hereinafter referred to as the 'SELLERS' which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, legal heirs, successors, legal representative, consortium members wholly owned subsidiaries and the permitted assigns), of the FIRSTPART;

Mr. _____ son of Mr.

 _____ resident of

 _____ (hereinafter called
 the '**Purchaser (s)**' which expression shall mean and include their heirs,
 successors, administrators and assigns) THE SECOND PART.

(The Seller and Purchaser as above are collectively known as the
 "Parties" and individually as "Party".)

WHEREAS

- A. The SELLERS have entered into a consortium agreement dated 29.03.2019 duly registered at the office of sub-registrar-II, Lucknow in book No. IV, Jild No. 562, on page No. 283 to 296 at Sl. No. 205 dated 29.03.2019 with an object to develop and raise real estate projects and the SELLERS No. 1 is the Lead Member and the others SELLERS are the consortium members.
- B. The SELLERS have purchased a piece of land admeasuring 6,680

sq. mts. only sq. mts. out of Khasra No. 216 Sa, situated at village Bhaisora, Pargana, Tehsil and Distt. Lucknow (hereinafter referred to as '**The Project Land**') through following sale-deeds :

- i) Sale-deed dated 05.12.2004 executed by Mr. Uma Shankar Mishra, son of Late Balbhadra Prasad Mishra as attorney of Mrs. Rajeshwari Mishra wife of Mr. Uma Shankar Mishra in favour of Shivnarain Sadhusharan Educational Society, through its secretary Mr. Prashant Raj Singh, vide book No. I, Jild No. 4718 on pages 325 to 348 at Sl. No. 10283 duly registered at the office of sub-registrar-II, Lucknow in respect of 4050 sa. mts. only.
- ii) Sale-deed dated 22.12.2004 executed by Mr. Uma Shankar Mishra, son of Late Balbhadra Prasad Mishra as attorney of Mrs. Rajeshwari Mishra wife of Mr. Uma Shankar Mishra in favour of Mrs. Urmila Singh, wife of Mr. R.N.Singh, vide book No. I, Jild No. 4739 on pages 01 to 28 at Sl. No. 10600 duly registered at the office of sub-registrar-II, Lucknow in respect of 2530 sa. mts. only.

C. That the Sellers are the owners, and in possession of the vast stretch of free hold land of the revenue village of Bhaisora, Pargana, Tehsil and Distt. Lucknow in the state of Uttar Pradesh

Pradesh, wherein the Seller is developing a residential project known as "ASPIRE" at Khasra no. 216 Sa, situated at village- Bhaisora, Pargana, Tehsil and Distt. Lucknow after getting its building plan approved from Lucknow Development Authority, Lucknow vide Permit No. MAP-20190527192240773 dated 14.07.2020.

- D. That the SELLERS have got the said Apartment registered with RERA vide Registration No. _____, dated _____.
- E. The Purchaser (s) are satisfied by the title of the project land and is desirous of purchasing a Flat in the building known as "ASPIRE APARTMENTS", developed on Khasra no. 216 Sa, at village- Bhaisora, Pargana, Tehsil and Distt. Lucknow having Carpet areameasuring about _____ Sq. mt. (in word) sq. meter more and fully detailed in the schedule attached hereto.
- F. The Purchaser (s) are satisfied by the title of the project land and is desirous of purchasing a Flat in the building known as "ASPIRE APARTMENTS", developed on Khasra no. 216 Sa, at village- Bhaisora, Pargana, Tehsil and Distt. Lucknow

having Carpet areameasuring about _____ Sq. mt. (in word) sq. meter more and fully detailed in the schedule attached hereto.

G. That the SELLERS, pursuant to the application of the PURCHASER/S/S dated _____, allotted a Flat No. _____, located on _____ Floor, having Built-up /Covered area _____, sq. mts. only, Rera Carpet area _____ sq. mts. only Super Built-up /Reference area _____ sq. mts. only in "ASPIRE APARTMENTS", developed on Khasra no. 216 Sa, at village- Bhaisora, Pargana, Tehsil and Distt. Lucknow (herein after referred to as "**Said Flat**"), fully detailed and described in Schedule of the property in **ANNEXURE No. 1** at the foot of this sale-deed, in the Group Housing on the terms and conditions contained in the Allotment Certificate/Builder Buyer Agreement dated _____.

H. That the Purchaser(s) acknowledges that the Sell er has provided all the information and clarifications as required by the Purchaser(s) and that thePurchaser (s) has relied on its own judgment and investigation in deciding to book an

Apartment/ Flat in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents/ brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects. Further the compensation of claim, if any, of the Purchaser(s) in respect of the Flat hereby sold shall be deemed to have been waived.

- I. That the sellers have accepted the request of the purchaser (s) and have earmarked a Flat No. _____, having carpet area of _____ Sq. fts., built up area _____ sq. fts. and super built up area _____ sq. fts. and exclusive balcony/Varandah area _____sq. fts. in the building known as 'ASPIRE APARTMENTS' developed on Khasra No 216 Sa, situated at village Bhaisora, Pargana, Tehsil and Distt. Lucknow and undivided proportionate right of using Common Area/ facilities such as use of common passage, staircase, lift, water and electrical arrangement and shall be hereinafter referred to as the "Said Apartment/ Flat" for Basic Sale Consideration subject to the terms and conditions hereinafter

contained in this Deed, as mutually agreed by and between the Parties hereto.

NOW THIS DEED OF SALE WITNESSETH AS UNDER :

1. That in consideration of Rs. _____/- (Rs. _____ only) i.e. the sale-consideration paid by the Purchaser/s the receipt whereof is duly acknowledged by the Sellers, The Seller hereby sells, conveys, assigns and transfers by way of absolute sale all that Flat No. _____, located on _____ Floor, having Built-up /Covered area _____, sq. mts. only, Rera Carpet area _____ sq. mts. only Super Built-up /Reference area _____ sq. mts. only in "ASPIRE APARTMENTS", developed on Khasra no. 216 Sa, at village- Bhaisora, Pargana, Tehsil and Distt. Lucknow measuring about _____sq. fts. as carpet area more fully described in the schedule of the property given at the foot of this sale-deed and in flat plan attached hereto, in favour of the Purchaser/s to hold the same as absolute owner/s thereof, on the following terms and conditions.

2. THAT the absolute title, right and interest with all easements

only in respect of the property hereby sold shall vest in the Purchaser/s hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser(s) right of use and enjoyment of the property sold in any manner whatsoever. 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 sellers is pending in any Court of Law or with any authority.

3. THAT the purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open spaces and other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said residential apartments, parking of personal vehicles in the open spaces shall however, be permitted.
4. THAT the Seller has already got done the electric wiring and fittings in the demised premises and the electric points are provided in the demised premises by the Seller

and other fittings like bulb, tube fittings, fans, coolers, air - conditioners etc. will be installed by the purchaser(s) and the same shall be exclusive property of the Purchaser/s.

5. THAT the land on which the aforesaid residential apartments / Flats including the flat hereby sold stands constructed shall be the common property of the purchaser(s) and the other Flat owner (s)/ purchaser(s) or their transferees, or assignees, etc. of the flats, situated on the ground, first and subsequent floors and the purchaser(s) shall get the proportionate right in the land.
6. THAT the purchaser(s) shall keep the flat in good condition so as not to endanger, the safety of the flats on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force majeure conditions arises in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore then the purchaser (s) agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the super area of his/ her/ their flat bears to the sum total super area of all the apartments existing at the time of the

destruction, provide that the cost of the civil works of the apartments hereby sold akin to the apartment as existed at the time of destruction would be borne by the purchaser(s) of the respective flats. The purchaser(s) of the groundfloor shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association Society of purchaser(s) as described hereinabove.

7. THAT after handing over the possession of the Flat to the Purchaser(s), till the formation of society, the **M/s. E-Square Homes Pvt. Ltd.** / Authorized Agency will be maintaining the water main, sewer lines, common passages, lift, stair -case and other common facilities leading to ingress and egress of the flat, the built -up area of which is hereby sold, and all respective purchaser (s) shall pay to the **M/s. E-Square Homes Pvt. Ltd,** / Authorised Agency towards such maintenance charges at the rate which will be mutually decided by the parties and after the formation of the society , all purchaser(s) shall pay to the society.
8. THAT the purchaser(s) shall be liable to pay Interest Free Maintenance Fund (**IFMS**) to the Sellers.
9. THAT the purchaser (s) further agreed 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 Sellers / Authorized to the purchaser (s) and on default of the purchaser (s) 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(s) .

10. That the Seller will maintain the premises till the formation of Society is formed by the residents of "ASPIRE APARTMENTS".
11. That if the purchaser(s) fails or neglects or refuses to make payment of the aforesaid maintenance charges payable by the purchaser(s) under this deed, then the **M/s. E-Square Homes Pvt. Ltd.** / Authorized Agency will be entitled to recover the same through Court of Law at the cost of the purchaser(s).
12. THAT before transfer of the said property either by purchaser (s) or any of their transferee(s), the purchaser(s) or any of his transferee(s) shall have to obtain the 'No Dues

Certificate' from the **M/s. E-Square Homes Pvt. Ltd. /** Authorized Agency/ Society', who are maintaining the aforesaid building regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the purchaser(s) or any of their transferee(s) transfer the said property without obtaining the said 'No Due Certificate' from the **M/s. E-Square Homes Pvt. Ltd. /** Authorized Agency / Society then in that event the new owner or owners of the said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the **M/s. E-Square Homes Pvt. Ltd. /** Authorized Agency .

13. THAT the Flat hereby sold shall be used by the purchaser(s) for residential purposes and in no case, the purchaser(s) can change the same other than the residential purposes.
14. That the Sellers hereby agree and assure the purchaser(s) to help and assist the purchaser(s) in getting the Flat transferred/ mutated in the relevant records of the Revenue Department and any other concerned department and/ or the purchaser(s) shall have full right to get the apartment

transferred/ mutated in his/ her own name from the concerned department on the basis of this sale deed.

15. THAT the purchaser(s) shall have no right to cover the balconies and terrace area of the attached flat in any manner by making temporary or permanent construction or install any kind of instrument on the balconies grills and outer walls of the flat.
16. THAT the Sellers represent that they have absolute authority to transfer the property hereby sold and they have further represented that the said property is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the purchaser(s) is deprive of the property hereby conveyed or any part thereof on account of any defect in the title of the Sellers if the purchaser(s) is put to any loss on this account then the purchaser(s) shall be entitled to recover from the Sellers, its successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed together with interest and damages and if at any time hereinafter by reason of any defect or omission on the part of the Sellers any person or persons make claims in the property hereby

conveyed or any part thereof, then Sellers hereby agree to refund the whole amount of sale consideration along with damages to extent of right affected in the said property by any defect or default or omission of the Sellers and to make good the loss suffered by the purchaser(s).

17. That in case of any dues are outstanding against the sellers or its predecessor in interest in respect of the property hereby sold either to the Government or any Bank or anybody whomsoever, the liability and the responsibility of the same shall be of the Sellers and not the Purchaser/s.
18. THAT the purchaser(s) shall take his own electric connection from Lucknow Electric supply undertaking and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The purchaser(s) shall obtain a "No Objection Certificate" from the seller for its purpose.
19. THAT the purchaser(s) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Flat by any authority or body or Govt. from time to time.
20. THAT the Sellers shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the

aforesaid flat by any authority or body or Government till possession or date of execution of this deed, whichever is earlier.

21. THAT the vacant possession of the property hereby sold has been delivered by the Seller to the purchaser(s) with all rights, privileges so far held and enjoyed by the Seller to hold and enjoy the same the purchaser(s) free from all sorts of encumbrances.
22. The seller shall be entitled to display signboards at the roof, on the exterior of the building, and common area and use such open, free space for brand promotion etc. The purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within / outside the building.
23. THAT all the Provisions of Flat Owners Act, which are not contrary to this Deed shall apply.
24. THAT except Ownership rights in the construction of the said Flat hereby sold, purchaser(s) shall have no claim, right, title or interest of any kind in respect of said property and roof of the said property hereby sold. However, the Purchaser(s) of the said property shall have only right to use

all common facilities except as herein above provided. The Purchaser(s) will be absolute owner (s) of the Flat sold only by virtue of the instant deed and the common areas and all common facilities shall remain undivided. The Purchaser(s) shall have no claim against the Builders/ Seller in respect of any item of work, material and installations etc., in the said property hereby sold.

25. That the Sellers hereby declare that this Sale Deed is being made in favour of the Purchaser along with the undivided proportionate title in the common areas to the association of allottees/Maintenance society/ resident welfare association formed or to be formed for the said project.
26. THAT the flat transferred under this deed is situated at village Bhaisora, Pargana, Tehsil and Distt. Lucknow , which is not within a limit of 100 meter from anyother segment roads given in circle rate list, hence the valuation of the land is calculated as per Residential rates given in the circle rate list issued by Collector, Lucknow. There is no Wooden Flooring, Modeler Kitchen, Wooden Ward robe, Swimming Pool in the flat / building. No part of it is being used for Commercial purposes.

27. That save and except the said Flat as is purchased by the purchaser(s), the purchaser(s) shall have no claim or right of any nature or kind whatsoever in the open land and/ or the building subject nevertheless that the Purchaser(s) shall have limited right to use the common portions with the other occupiers of the flats and the building as per the conditions imposed by Maintenance Society.
28. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Flat to the Purchaser(s) and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the Sellers after the date of registration of this Sale Deed.
29. **INDEMNIFICATION:** That the purchaser(s) hereby indemnifies and agrees to keep the seller indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the seller may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and /or any other such charges payable by the purchaser(s) in respect of the said Flat from the date of execution of this Deed.

30. **NOTICE:** That all letters, circulars, receipts and / or notices issued by Seller dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the purchaser(s) given herein above will be sufficient proof of the receipt of the same by the purchaser(s) and shall completely and effectually discharge the Seller in respect of the same.
31. That the proportionate area of the land hereby sold is about ____-(____) sq. meter situate in Village Bhaisora, the value whereof @ Rs. ____/- per sq. meter comes to Rs. ____/- . The total area of flat is about _____(____) sq. meter and value thereof @ Rs._____-/- per sq. meter comes to Rs._____-/. The total value of land and construction of the flat comes to Rs. _____/- . However the actual sale consideration being Rs. _____/- only. Hence the stamp duty of Rs. ____/- has been paid vide E-Stamp Certificate No. _____ dated _____on the sale value of the Flat.
32. THAT the entire expenses for execution and registration of this deed and typing charges, registration fees and other miscellaneous expenses shall be exclusively borne by the Purchaser(s) and the stamp duty has been paid by Purchaser(s)

to this deed.

33. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.
34. **JURISDICTION:** That, the Courts of Uttar Pradesh, at Lucknow bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/ transaction.
35. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim (Dispute) arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996

or any subsequent enactment or amendment thereto (the Arbitration Act). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties.

The venue of arbitration proceedings shall be Lucknow. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

SCHEDULE OF PROPERTY

Flat No. _____, having carpet area of _____ Sq. fts., built up area _____ sq. fts. and super built up area _____ sq. fts. and exclusive balcony/Varandah area _____sq. fts. in the building known as 'ASPIRE APARTMENTS' developed on Khasra No 216 Sa, situated at village Bhaishora, Pargana, Tehsil and Distt. Lucknow and bounded as under :

East :

West :

North :

South :

SCHEDULE OF PAYMENT

1. Rs. _____/- (Rs. _____ only)
 through cheque No. _____ dated
 _____ drawn on _____

2. Rs. _____/- (Rs. _____ only)
 through cheque No. _____ dated
 _____ drawn on _____

3. Rs. _____/- (Rs. _____ only)
 through cheque No. _____ dated
 _____ drawn on _____

Thus the entire sale-consideration of Rs. _____/- (Rs. _____ only) is received by the Sellers from the Purchaser/s.

IN WITNESS WHEREOF the parties have put their respective
 hand on this deed of sale on the date month and year, first above

written.

Witnesses

SELLERS

1.

2.

PURCHASER/S

Typed by :

Drafted by :

(_____)

(_____)