

SALE DEED

Date of Execution :
Sale Consideration : Rs
Market value : Rs
Stamp Duty : Rs
Pargana : Bijnaur

DETAIL OF INSTRUMENT IN SHORT

1.	Nature of Property	Residential
2.	Ward/ Pargana	Bijnaur
3.	Mohalla/ Village	Jaiti Kheda, Sarojani Nagar & Dist-Lucknow
4.	Details of Property (Property No.)	Flat No. _____ on _____ floor, in the building known as “ DREAMZ AISHWARYA HEIGHTS ” Built over Khasra No. 26, 26Sa & 1282 , having total area 5768 sq mts
5.	Standard of measurement	sq. meter
6.	Covered area of property	_____ sq. meter
7.	Proportionate land	_____ sq. meter
8.	Location Road	More than 1Km from main Kanpur Road.
9.	Type of Property	Flats
10.	Consideration	Rs _____/-
11.	Boundaries	East : West : North : South :
12.	<u>Detail First party</u> M/S Dreamz Infrareality Pvt Limited a company registered under the companies Act 2013 and having its registered office and Permanent Place of Business at 304, Jyoti Kunj Apartment, Sanjay Gandhi Puram, Indira Nagar, Lucknow through its Director Shri Aswani Srivastava s/o Jata Shankar Lal Srivastava	<u>Detail of Second party</u> _____ _____ _____ _____ _____

THIS DEED OF SALE IS EXECUTED ON _____th DAY OF _____, 2018

BETWEEN

M/S Dreamz InfraReality Pvt Limited a company registered under the companies Act 2013 and having its registered office and Permanent Place of Business at 304, Jyoti Kunj Apartment, Sanjay Gandhi Puram, Indira Nagar, Lucknow (Hereinafter referred to as the seller which expression unless repugnant to the context or opposed to the context or meaning thereof, be deemed to include its legal representatives, nominees, successors, wholly owned subsidiaries and the permitted assigns, through its Director Shri Aswani Srivastava s/o Jata Shankar Lal Srivastava r/o Flat No.304, Jyoti Kunj Apartment, Sanjay Gandhi Puram, Indira Nagar, Lucknow and **Shri Ram Shankar Tiwari** s/o Late Durga Prasad Tiwari R/o Sohawa near Primary School, Jaitekhera, Lucknow as self and as attorney of Smt Vidya Devi w/o Ram Shankar Tiwari and d/o Shri Bihari Lal (hereinafter called the confirming party which expression shall mean and include his respective heirs, successors, administrators and assign)

AND

Mr. _____ son of Mr. _____ resident of _____ (hereinafter called the purchaser' which expression shall mean and include his respective heirs, successors, administrators and assign)

Whereas one Shri Ramesh Chandra Shukla s/o Late Shri Bihari Lal was the recorded owner and bhumidhar of the said property i.e., Khasra No.**1282** situated at Gram- Jaiti Kheda, Pargana- Bijnaur, Tehsil- Sarojani Nagar & Dist- Lucknow having purchase the same from Shri Jai Prakash s/o Shri Jagatnarayan vide registered Sale

Deed dated 19.01.1991 duly registered in the office of Sub-Registrar-Mohanlalganj, Lucknow, vide Book No. 1, Zild No.719 on Pages 53/54 as serial no.78 and as such Shri Ramesh Chandra Shukla s/o Late Shri Bihari Lal got their name mutated in the records of Revenue Department of Uttar Pradesh.

And whereas Shri Ramesh Chandra Shukla s/o Late Shri Bihari Lal executed registered Sale Deed dated 08.08.2013 in respect of Khasra No.**1282**, having area **0.580** Hectares in favour of Shri Ramshankar Tiwari s/o Late Shri Durga Prasad duly registered in the office of Sub-Registrar-I, Lucknow, vide Book No. 1, Zild No.16120 on Pages 307/336 as serial no.15409 and as such Shri Ramshankar Tiwari became the owner of the said property and thereafter they got their name mutated in the records of Revenue Department of Uttar Pradesh.

And whereas one Smt Namita w/o Shri Gauri Shankar was the recorded owner and bhumidhar of Khasra No.**26** having area **0.775** Hectares & Smt Vidya Devi w/o Shri Ram Shankar Tiwari is the recorded owner and bhumidhar of Khasra No.**26Sa**, having area **0.3920** Hectares, situated at Gram- Jaiti Kheda, Pargana- Bijnaur, Tehsil- Sarojani Nagar & Dist- Lucknow.

And whereas Smt Namita w/o Shri Gauri Shankar executed registered Sale Deed dated 15.07.2014 in respect of Khasra No.**26**, having area **0.775** Hectares in favour of Smt Vidya Devi w/o Shri Ram Shankar Tiwari duly registered in the office of Sub-Registrar-I, Lucknow, vide Book No. 1, Zild No.17554 on Pages 141/172 as serial no.15090 and as such Smt Vidya Devi became the owner of the said property and thereafter they got their name mutated in the records of Revenue Department of Uttar Pradesh.

And whereas Smt Vidya Devi w/o Shri Ram Shankar Tiwari executed registered Power of Attorney dated 20.07.2015 in respect of Khasra No.**26 & 26Sa**, having area **1.167** Hectares in favour of Shri Ram Shankar Tiwari s/o Late Shri Durga Prasad duly registered in the office of Sub-Registrar-I, Lucknow, vide Book No. 4, Zild No.526 on Pages 331/340 as serial no.417.

And as such by virtue of aforementioned two registered sale deed dated 08.08.2013 and 15.07.2014, Shri Ram Shankar Tiwari and Smt Vidya Devi became the owner of the said property i.e., Khasra No.**26, 26Sa & 1282**, having total area **1.747** Hectares (As per the Sale Deeds provided to us), situated at Gram- Jaiti Kheda, Pargana- Bijnaur, Tehsil- Sarojani Nagar & Dist- Lucknow.

And whereas Smt Vidya Devi through attorney Shri Ram Shankar Tiwari and Shri Ram Shankar Tiwari as self entered into a registered Consortium Agreement dated 01.06.2018 with M/s Dreamz Infrarealty Private Limited duly registered in the office of Sub-Registrar-III, Lucknow vide Book No. 4, Zild No.536 on Pages 347/376 as serial no.372 and subsequently M/s Dreamz Infrarealty Private Limited have got the Map Approved from Lucknow Industrial Development Authority, Lucknow upto the extent of **5768** sq mts.

And whereas M/s Dreamz Infrarealty Private Limited developing/constructing a multistoried residential group housing project under the name and style of "**DREAMZ AISHWARYA HEIGHTS**" over the said land.

And whereas for the delivery of better title in favor of Purchaser, the Land owner i.e Smt Vidya Devi through attorney Shri Ram Shankar Tiwari

and Shri Ram Shankar Tiwari as self are also joining hand in the present deed.

WHEREAS the purchaser being desirous of purchasing the said Flat no. _____ on _____ Floor having (super area measuring about _____sq.ft) and covered area measuring _____sq.ft i.e. _____sq.mtr, in the building known as “**DREAMZ AISHWARYA HEIGHTS**” built over Khasra No.**26, 26Sa & 1282** situated at Village-Jaiti Kheda, Pargana-Bijnaur, Sarojani Nagar & Dist- Lucknow, approached the seller and thus the seller being agreed and interested in selling the said flat which is free from all sort of encumbrance i.e. sale, gift, mortgage, bank loan, surety, charges and liens, attachment, legal flaws, court injunction, disputes, notifications, litigations and acquisition etc. Nobody else expect the first party has right, title or interest therein. The seller has absolute right to sell the aforesaid flat in favour of purchasers.

And whereas the PURCHASER is being interested in purchasing the same have offered a sum of RS. _____/- (Rupees _____ only) which offer the seller has accepted.

NOW THIS DEED OF SALE WITNESSETH AS UNDER

1. That in consideration of Rs. _____/- (Rupees _____ only) paid by the purchaser to the seller, the receipt whereof the seller hereby acknowledges, the seller doth hereby transfer, conveys sale of Flat no. _____ on _____ Floor having (super area measuring about _____sq.ft) and covered area measuring _____sq.ft i.e. _____sq.mtr, in the building known as “**DREAMZ AISHWARYA HEIGHTS**” built over Khasra No.**26, 26Sa & 1282** situated at Village-Jaiti Kheda, Pargana-Bijnaur, Sarojani Nagar & Dist- Lucknow More fully detailed at the foot of this deed (hereinafter referred to as the “demised flat”).

2. That the PURCHASER shall in no way or manner will be entitled to block the common area such as corridor, lobbies, staircases, lift, entrances, exits of the parking area, garden, terrace, and ducts and in case he/she/they does so then the seller as well as the owner of the other flats shall have right to remove the construction/obstruction forthwith at the cost of the PURCHASER or their nominees.
3. That the seller assures the PURCHASER that the said flat is the absolute property of the seller and the same is exclusively owned and possessed by it and the seller is legally entitled to transfer the same in the manner hereby done and the same is free from all sorts of encumbrances, liens, attachments, mortgage, charges etc. of all sorts of nature and no litigation or dispute in respect of the title of the seller.
4. That the PURCHASER has examined the title of the seller and has seen all the papers regarding the same.
5. That all the dues/taxes, in respect of said flat such as municipal tax, electric charges, water tax etc. upto the date of this deed shall be borne and paid by the seller, while the taxes/dues pertaining to the period after the possession of flat will be borne by PURCHASER.
6. That the PURCHASER shall have no claim, right title or interest of any nature of any kind except of ingress or egress in respect of all or any of the common areas such as stair cases, lobbies, roof open spaces and parking etc., which shall be commonly used by the owner of the flats in the complex.
7. That the PURCHASER agrees to pay all taxes, charges, payable in respect of his/her/their flat to the Nagar Nigam or State Government, Central Government or any other authorities empowered to impose the same, from the time of execution sale-deed.
8. That the Purchaser shall not store in his/her/their flat any goods of hazardous or combustible nature or which are so heavy as to effect the construction or structure of the building of the other owner.

9. That the purchaser shall not do any cause to be done anything in or about his/her/their property which may damage or in any manner interfere with the use of any floor, ceiling or walls adjacent to his/their/her flats or any passage or amenities available for common use.
10. That the PURCHASER shall not use or cause to be used the demised flat or any portion thereof for any purpose whatsoever other than that for the residential purposes and PURCHASER have full right for its residential use and dispose off.
11. That the PURCHASER agrees and binds himself/herself/themselves that the terrace of the complex shall always be the property of the seller.
12. That the PURCHASER shall keep and maintain the sewer line including water passage and the sewer pipe running through his/her/their portion and would not allow her to be choked up and damaged thereby causing inconvenience to the other owner/occupies of the other portion of the complex. Further, the PURCHASER shall permit to the Seller or its nominees, agents or persons/employees at all reasonable at all reasonable time to enter into the flat for the inspection and maintenance/repairs.
13. That till the formation of Maintenance organization of the society/corporate body of the flat owners of **“DREAMZ AISHWARYA HEIGHTS”** the Seller shall maintain the common portion of the said apartments and would provide essential service such as facility of running water, electricity, cleaning of passage, lift and common portion etc. before delegation of authority of maintenance to somebody corporate or some other agency.
14. That the PURCHASER agrees/binds himself/herself/themselves to become a member of society /association.
15. That the PURCHASER hereby agrees to abide by the building rules, municipal by laws and regulations.
16. That the PURCHASER will pay for electricity consumed for their portion and the electricity connection will be installed at the cost of seller.

17. That the PURCHASER shall pay the sewage and water Tax charges and any other tax which may be payable to any local or statutory authority in respect of the demised flat from the date of possession of the same.
18. That the seller has delivered the possession of the flat to the PURCHASER at the time of execution of this sale deed.
19. That the name of the entire complex is **“DREAMZ AISHWARYA HEIGHTS”** and the purchaser or occupiers of the other flats shall not be entitled to change the name of the complex under the circumstances.
20. That all the expenses towards stamp duty, registration fee legal fee including miscellaneous expenses for execution and registration of this deed has been borne by the PURCHASER.
21. That except ownership rights in the construction of the said property hereby sold purchaser shall have no Claim, right, title or interest of any kind in respect of any open land, land underneath the said property and roof of the said property hereby sold.
22. However, the PURCHASER of the said flat shall have only right to use all common facilities given by the seller. The PURCHASER will be absolute owner of the construction of the said flat only by virtue of the instant deed and the common areas and all common facilities shall remain undivided.
23. That if any Govt. Tax/GST, if payable on the aforesaid flat on the bases of the instant sale deed the same shall be borne and paid by the PURCHASER.
24. That the flat transferred under this deed is situated in a multi storied complex known as **“DREAMZ AISHWARYA HEIGHTS”**, situate at Village – Jaiti Kheda, Pargana- Bijnaur, Tehsil-Sarojani Nagar & Dist- Lucknow given in Ardh Nagari kchetra in the circle Rate List issued by the Collector, Lucknow. Hence the valuation of the same is calculated as per residential rates. There is no swimming pool, club, bar or restaurant in the said building.
25. That the area of said flat is _____ sq.mtrs, and the proportionate land area of the aforesaid flat comes to

_____ sq.mtrs. (1/3rd of the super area). The said flat is located in the building which is more than 1 km from Kanpur Road and the circle rate for the said area a fixed by Dist. Magistrate, Lucknow is Rs. 1800/- per sq. Mtr. Proportionate land comes to Rs. _____/- The covered area of the said flat is _____ sq. mtr., which comes under Ordinary Quality and the rate for construction is fixed as Rs.24,000/- per sq.mtr., Thus, the total value of construction comes to Rs. _____/- . Thus the total Govt. value of the said flat comes to Rs. _____/- and the consideration amount is Rs. _____/, which is higher than the Govt. value. Hence the stamp duty on Sale consideration comes to Rs. _____/- @ 7% as per Government Notification Order No. S.V.K.N . -5-2756/11-2008-500(165)/2007 Lucknow dated 30.06.08 issued by Sansthatgat Vitt, Kar Evam Nibandhan Anubhag-5, is being paid by the Purchaser through e-Stamp Certificate.

26. That this sale deed has been drafted by the undersigned as per instructions and documents provided by the parties for which they shall be responsible.

SCHEDULE OF PROPERTY

Flat no. _____ on _____ Floor having (super area measuring about _____sq.ft) and covered area measuring _____sq.ft i.e. _____sq.mtr, in the building known as “**DREAMZ AISHWARYA HEIGHTS**” built over Khasra No.**26, 26Sa & 1282** situated at Village-Jaiti Kheda, Pargana-Bijnaur, Sarojani Nagar & Dist- Lucknow, and bounded as under:-

East :

West :

North :

South :

SCHEDULE OF PAYMENT

1. Received Rs. _____/- through Cheque No.
_____drawn on _____ Bank.

The seller has received total Sale Consideration of Rs.
_____-/(Rupees _____ Only) from the
Purchaser.

IN WITNESS WHEREOF The parties have executed this **sale deed** on the date and year mentioned above at Lucknow and have caused this **sale deed** to be signed in the manner set out below.

Witness: -

1.)

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SIGNED AND
DELIVERED By the
within named
authorized signatory of
**M/S Dreamz
Infrareality Pvt
Limited**

Pan no:-

Seller(s)

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**Shri Ram Shankar
Tiwari** as self and as
attorney of Smt Vidya
Devi

Pan no:-

Confirming Party(s)

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SIGNED AND
DELIVERED By

Mr. _____

Pan no:-

Purchasers(s)

**Typed by:-
Vijay Kumar**

**Drafted by:-
Charan D S Bedi (Advocate)
9935717131**