

SALE DEED

This DEED OF SALE is executed at Lucknow on thisth day of, 2019.

BY

1. M/S ORO Constructions Pvt. Ltd. a company incorporated under the Companies Act, 1956 having its Corporate office -502, 5th floor, Eldeco Corporate Tower, Gomti Nagar, Vibhuti Khand, Lucknow through its Director Mr. Dinesh Kumar son of Sri K. L. Pandey (hereinafter referred to as the First Party, which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns) **2. Ajit Constructions**, a partnership firm, through its Partners **Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya and Mrs. Rani Maurya wife of Mr. Ajit Kumar Maurya through her attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya both resident of B-1/5, L Park, Mahanagar Extension, Lucknow;** (hereinafter referred to as "Owner") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns) (hereinafter collectively referred to as "**Seller**") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries, consortium members and the permitted assigns), of the FIRST PART;

IN FAVOUR OF

Mr. son of resident of, hereinafter referred to as the "**Purchaser/s**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, executors, administrators, legal representatives and assigns, of the SECOND PART.

WHEREAS:

- A. Seller is developing a residential township on a land situated at Village-Madiaon, Tehsil-Bakshi Ka Talab, Lucknow (herein

“**Township**”) in terms of Permit No. 41055 dated 31.01.2017 issued by the Lucknow Development Authority (herein “**LDA**”).

- B. Seller, by virtue of an inter-se-arrangement/s with the owners of land falling in Township developing the same under the name and style of “ORO City”, as per approved Layout & Building Plan which inter – alia includes plotted development, independent built-up Villas, independent floors, commercial spaces, parks, utilities and other common services and facilities therein. SELLER has carried out the development of the Township by carving out the plots of different sizes and dimensions so as to allot, transfer and sell the same as such or by constructing thereon Villas, plots, Flats, commercial area etc and to realize the consideration in whole or in installments and issue receipts in acknowledgment thereof and to convey the duly developed villas, plot, commercial area etc to the intending purchasers by executing sale deed for the same and to do all acts, matters and deeds incidental thereto.
- C. SELLER has constructed multistoried residential apartments on the Group Housing Plot admeasuring 10116.60 Sq. Mtr. in the name and style of "ORO Elements" at ORO City, Village-Madiaon, Tehsil-Bakshi Ka Talab, Lucknow after getting approved building plan vide Permit No. MAP-20180929100743347 dated 10.04.2019 from Lucknow Development Authority, Lucknow and the said Apartment is registered in RERA vide Registration No..... dated..... .
- D. SELLER pursuant to the application of the Purchaser allotted a **Flat No., ...th Floor, having Builtup/Covered area sq. ft. i.e. Sq. Mtr., Rera Carpet Area..... sq. ft. i.e. Sq. Mtr., Super buildup/ Refrence Area Sq. ft. i.e. Sq. Mtr, "ORO Elements" Apartments, ORO City, Village-Madiaon, Tehsil-Bakshi Ka Talab, Lucknow** (herein after referred to as “**Said Flat**”), in the Township on the terms and conditions contained in the Allotment Certificate/Builder Buyer Agreement dated (hereinafter referred to as “**Allotment Certificate/ Builder Buyer Agreement**”).
- E. The Purchaser has paid the entire consideration amount and other charges as stipulated in respect of Said Plot prior to getting this Sale Deed executed in respect of Said Plot and

therefore the Seller hereto executing sale deed in favour of Purchaser on the terms appearing hereunder.

WHEREAS the Purchaser has inspected the 'said residential apartment' and is fully satisfied of the same being up to the mark with regard to the quality of construction, the material used for construction, the facilities available after being fully satisfied in all respects whatsoever without any fear, pressure or inducement of any nature whatsoever is entering in to and executing this deed.

WHEREAS the Purchaser has duly scrutinized and inspected the title, rights, interest, encumbrances, and right to construct the multi storied complex on the land acquired for the construction of the residential complex of "ORO Elements" apartment group housing plot , ORO City, Village Madiyao, Sector J extension, Jankipuram, Lucknow, the title documents and other relevant papers and has also fully satisfied himself with the title, rights, interest, encumbrances in respect to the property being conveyed in pursuance of the present sale deed.

WHEREAS The Seller has further assured the Purchaser that he has good, transferable rights in the demised property and there is no impediment or restriction on the transfer / selling of the said property by the Seller to the Purchaser. The Seller has also assured the Purchaser that the demised property is not under lis-pendens and is free from all sorts of litigation and Court attachment etc. The Purchaser hereby admits and confirm and relying on the assurances so held out by the Seller, the Purchaser has agreed to purchase the demised property.

AND WHEREAS the Purchaser/s after fully satisfying himself with the said facts and right and title of the Seller to sell the apartment, the subject matter of this sale deed, and after satisfying himself Purchaser is ready to purchase the **Flat No., ...th Floor, having Builtup/Covered area sq. ft. i.e. Sq. Mtr., Rera Carpet Area..... sq. ft. i.e. Sq. Mtr., Super builtup/Reference Area Sq. ft. i.e. Sq. Mtr, "ORO Elements" Apartments, ORO City, Village-Madiaon, Tehsil-Bakshi Ka Talab, Lucknow.**

AND WHEREAS, the Seller represents, declares and assures the Purchaser as under:-

- (a) That Seller is absolute owner of the **Flat No., ...th Floor, having Builtup/Covered area sq. ft. i.e. Sq. Mtr., Rera Carpet Area..... sq. ft. i.e. Sq. Mtr., Super builtup/ Reference Area Sq. ft. i.e. Sq. Mtr,** "ORO Elements" **Apartments, ORO City, Village-Madiaon, Tehsil-Bakshi Ka Talab, Lucknow** (herein after referred as the **"Said Flat"**) and no one else besides the Seller has any right, claim, lien, interest or concern whatsoever on the said Flat and the Seller has full right and absolute authority and right to sell and transfer the same to the Purchaser and the Seller has not entered into any kind of agreement / arrangement whatsoever with any person in respect of the said Flat to any other person (s).
- (b) That the title of the Seller is absolutely clear and marketable and that the said Flat is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances till the time of execution of sale deed.
- (c) That the Seller hereby confirms and assures the Purchaser that Seller is not barred or prevented by any administrative/ statutory attachment order or notification from entering into the present transaction with the Purchaser.
- (d) That the Seller shall keep the Purchaser harmless and indemnified from all losses and damages in case the above declarations or any part thereof is found to be false or incorrect and/or otherwise for any reason, whatsoever. AND WHEREAS, relying upon the aforementioned declaration and assurances of the Seller the Seller hereby sells and the Purchaser hereby purchases the said Flat for consideration of **Rs./- (Rupees Only)** on the terms and conditions mentioned herein under:

NOW THIS SALE DEED WITNESSES AS UNDER

1. THAT having received the said consideration of **Rs./- (Rupees Only)** in the manner detailed herein below the Seller doth hereby sells,

conveys and assigns absolutely to the Purchaser the Said Flat, along with right to use one allotted car parking 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 and also as per the bye-laws of the Seller/ Society/Resident Welfare Association duly approved by the Registrar of Societies, Lucknow.

2. THAT the consideration mentioned in Clause-1 above is inclusive of the cost of providing electric wiring and switches in the said Flat. Electric Connection charges will be charged extra and the amount payable will be inter-alia to cover the cost payable to Competent Authority for the service connections, service lines, sub-station equipment, cost of area under the subject installation and security deposit etc. Purchaser will be required to pay the charges pro-rata basis per Sq. ft. as and when demanded by the Seller. The expenses will be charged in proportion to the area of apartment.
3. That the Fire Fighting Equipment and Fire Prevention Measures which are required within the Apartment and which become necessary on account of any interior decoration/partition or heat load created by the Purchaser shall be installed by the Purchaser himself at his own cost and he will obtain necessary permission in this regard from the concerned authority/ authorities.
4. That Fire Safety Measures are to be provided as per the existing Fire Safety Code/ Regulations. If due to subsequent Legislation/ Government orders or directives or guidelines or if deemed necessary by the Seller, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand by the Purchaser.
5. That the upkeep and maintenance of the Said Flat shall be arranged by the Purchaser. However, maintenance of the common services and space of Group Housing "ORO Elements" shall be done by seller/RWA. For this purpose

the Purchaser shall pay the monthly charges as may be fixed from time to time by the seller/Resident Welfare Association (RWA) or its nominee and shall deposit with the Seller/RWA one time sinking fund as per rules.

6. That it will be mandatory for purchaser to join RWA and abide the rules and regulations of RWA for upkeep/maintenance of the Common Services & spaces of the Group Housing.
7. That the Purchaser also agree to be bound by all the rules and regulation that are applicable and those that may be made applicable by the Seller /Maintenance agency/society/ company for the maintenance of the said Flat and the Group Housing.
8. That the Seller being absolute Owner of the Said Flat hereby sold is fully competent to transfer the same by way of sale to the Purchaser hereto.
9. That the Seller hereby also covenant about the warranty of their title and declares that the Said Flat hereby sold is free from all sorts of encumbrances, charges, attachment, mortgages, liens and the like. The Seller hereby indemnifies the Purchaser against any claim by anybody or person and in any suit, claim or case against the said Flat.
10. That if on account of any defect in the title of the Seller, the Purchaser is dispossessed of the whole or part of Said Flat hereby sold, the Purchaser shall be entitled to claim from the Seller the refund of the whole or part of sale consideration with all the costs and damages as the case may be for whole or part of the Said Flat so lost.
11. That all the dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoing, if any, shall be paid and borne by the Seller up to the date of allotment of the Flat and thereafter the same shall be paid and borne by the Purchaser.
12. That the Seller has delivered the vacant possession of the said Flat hereby sold to the Purchaser and the Purchaser

has been put into physical possession thereof on the date of execution and registration of this Deed.

13. That the Purchaser, his heirs, successors and assigns are now entitled to enjoy all the rights of Ownership, interest, easements and appurtenances including proportionate right of land in the aforesaid said Flat together with all the rights arising there from without any interruption or hindrance by the Seller hereto and he will also be entitled to get his name mutated in the Nagar Nigam records or elsewhere in place of the Seller's name as absolute Owners.
14. That except for the said flat mentioned above including the RERA Carpet Area/super area/Builtup Area, all other independent areas shall belong to the Seller and will remain its property which includes open area, basement, stores, utilities, Guard Room, Parapet walls etc. except otherwise specifically permitted to be used or sold. The Seller shall be free to sell/dispose off, use, rent for possess these areas in any manner they deem fit. However the roofs and open area may be used by the Purchaser/s on written permission of the Seller for specified limited purposes and duration.
15. That the Purchaser shall be entitled to use the facilities of the project viz. club, gym, swimming pool etc. after payment of applicable charges.
16. That the Seller shall be entitled to make additions, raise storeys or to put up additional structures, additional towers etc. as per its convenience in all the area including rights to construct by way of permissible purchasable FAR and it shall be the sole property of the Seller who shall be entitled to use or dispose off it in any way it choose without interference on the part of the Purchaser/s. The Seller shall be entitled to get electric, water, sanitary and drainage fittings on the additional structure/storeys with the existing electric, water, sanitary and drainage sources etc. at its own cost.
17. THAT the Purchaser shall from the date of possession maintain the said Flat at his own cost, in a good tenantable and in a good condition and shall not do or

suffer to be done anything in or to the said building(s) or the said Flat or the staircases, lifts and lift lobbies, shafts, stilt, basements, compound and common passages which may be against rules or by-laws of the Municipal Authorities, Maintenance Agencies or any other authority nor shall the Purchaser change alter or make alteration in or to the said Flat or the building(s) or any part thereof. The Purchaser shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions

18. That the Purchaser shall have proportionate undivided impartible interest in the land as well as common services facilities are in and appurtenant to the building raised over the block space in the proportion to the area of the Flat hereby transferred.
19. That the Purchaser shall neither make nor allow to be made any addition or alteration in the said Flat or the building which may cause damage to the permanent structure like columns, projections and facade etc. In case any construction, building, re-building, addition or alteration and the like activities are to be carried on by the Purchaser in or over the said property, the same shall be carried out only with the prior approval of society or statutory/local authorities/bodies having jurisdiction in this behalf.
20. That the rights of the super structure forming the said property hereby transferred along with its impartible interest in the land and common services/facilities shall be un severable of interest of the owner and occupants of the other Flats and shall not be subject to partition and/or subdivision in any manner whatsoever at any stage by the Purchaser or any person claiming through or under him. It shall, however be transferred only as an interest incidental to the said property being transferred hereby and subject to the terms and conditions laid down by the Seller/maintenance agency to run and maintain the common facilities /services/area in the said Group Housing. The terms and conditions shall mutatis mutandis be applicable upon subsequent transferees.

21. That the lobbies, stairs, and other common services and circulation area in and around the building 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.
22. That except the said property herein transferred all common amenities and facilities within the said flat and residual rights thereof shall continue to vest in Seller.
23. That the Purchaser shall not use the said Flat or permit the same to be used for purpose other than the purpose sanctioned as per Govt. Regulations or as may be earmarked in the Zoning/ Building plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to the other occupiers of building or for any legal or immoral purposes, and shall not do or suffer anything to be done in or about the said Flat which tend to cause damage to any Flooring or ceiling of any premises above, below or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Purchaser shall not use the said Flat for any activity commercial or otherwise except for residential purpose only.
24. That the Purchaser shall not put up any name or sign board, neon, sign, publicity or advertisement material, hanging of cloths etc. on the external façade of the Complex/Building or anywhere on the exterior of the Building or common areas and shall not change the color scheme of the outer walls or printing of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation, architectural features and design. The Purchaser shall not raise permanent or temporary structure to cover the balcony and shall not change the façade of the balcony.
25. That the Purchaser shall have electric, telephone, water and other services connections at his own cost and expenses without disturbing the permanent structure (s) and façade of the said property/building.

26. That the Purchaser/s shall pay all taxes/premiums/rates/or other charges as may be required by the local/municipal or other authorities. If any authority /body charge the same from the Seller, the same shall be recovered by the Seller from the Purchaser/s.
27. That the Purchaser/s will abide by all laws, bye-laws, rules, and regulation of the Govt./Local bodies/maintenance agency/society/Resident Welfare Association and/or 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 and regulations and keep the Seller 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 Purchaser/s.
28. That the Seller is in bona fide belief that all the payments made at all time to the Seller by the Purchaser/s has been generated from legal sources and is not involved in any illegal activities relating to terrorism, money laundering etc. and also adhering strict compliance of laws relating to Money laundering Act, Foreign Exchange management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. The Seller in any case shall not be responsible for any violation of aforesaid laws, rules and regulation. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by the Purchaser/s himself. The Purchaser/s shall always indemnify for any loss arising to the Seller due to such violation.
29. That the Purchaser/s shall bear expenses of stamp duty registration charges, legal fee, and other expenses in connection with the execution and registration of this deed.
30. That it is understood by the parties that the said Flat exists in area which 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 Purchaser/s are essential so as to protect the rights of all the occupants.

31. That it is mutually agreed that save and except in respect of the said Flat hereby agreed to be acquired by the Purchaser/s, shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over in respect of land, open spaces and all or any of the common areas such as lobbies, staircase, lifts, corridors, which shall remain the property of the Seller.
32. That the Purchaser/s undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the Apartments, Storage Spaces, Car Parking Spaces, Other Common areas, facilities and amenities.
33. That the Purchaser/s shall abide by all Laws, Rules and Regulations of the Central Government/ State Government/Lucknow Development Authority/ Nagar Nigam, Lucknow/Local Bodies and shall exclusively be responsible/ liable for all defaults, violation or breach of any of the conditions, levies or Rules and Regulations as may be applicable.
34. That the Purchaser/s from the date of the execution of this deed has become exclusive owner of the Said Flat hereby sold. However, before each and every transfer of the said flat the Purchaser/s or prospective Purchaser/s shall have to obtain No dues Certificate regarding maintenance charges from Seller/Society/Resident welfare Association.
35. That the Purchaser/s shall not do any act or thing which may cause any damage to the lower adjoining or upper portion (said Flats) of the said Flat hereby sold or shall never cause any hindrance or obstruction in the enjoyment and use of the said upper or adjoining and lower portion of the said Flat hereby sold by their respective Owners.

36. That all the passages, exists, entrances open space and staircase or other facilities by their very nature are to be utilized and enjoyed commonly.
37. That all the rates, taxes and liabilities accrued and payable after the execution of this deed in respect of the said Flat hereby sold shall be exclusive liability of the Purchaser/s hereto and the Seller shall not be liable for the same.
38. The said Flat transferred under this deed is in a multi storied residential Group Housing building which is not exist at any Segment Road mentioned in format-3. The Proportionate land of the Flat is sq. mtr. Since the building exist at having mtr. wide road. For Village Madiaon, the proportionate land value comes to Sq. Mt. x = Rs./-. The said flat is of premium class, the value of construction of Built up area of Flat is Sq. Mtr x /- = Rs./-. Thus the total value of the construction and proportionate land of Flat comes to Rs./-. The said flat is onth Floor so after taking depreciation of%, the market value of the said flat comes to Rs./-. The Sale Consideration is Rs./-. Both the Purchaser/s have equal share in the said Flat, and one of the Purchaser is lady, therefore total stamp duty of Rs./- has been paid on Consideration Amount which is higher than market value.

SCHEDULE OF PROPERTY

Flat No., ...th Floor, having Builtup/Covered area sq. ft. i.e. Sq. Mtr., Rera Carpet Area..... sq. ft. i.e. Sq. Mtr., Super builtup/Reference Area Sq. ft. i.e. Sq. Mtr, "ORO Elements" Apartments, ORO City, Village-Madiaon, Tehsil-Bakshi Ka Talab, Lucknow with right to use One allotted car parking which is bounded as under:

Boundary

East :
West :
North :
South :

SCHEDULE OF PAYMENT

- 1- Seller has received Rs./- through Cheque No., dated from Purchaser/s.
- 2- Seller has received Rs./- through Cheque No., dated from Purchaser.
- 3- Purchaser has deposited as TDS Rs...../- through Challan No. on

Thus Seller has received **Rs./- (Rupees Only)** from the Purchaser.

IN WITNESS WHEREOF, the Seller and Purchaser have set their respective hands with healthy and free mind on these present on the day, month, and year first above written in presence of the following witnesses :-

WITNESSES:-

1.

SELLER

PAN:

2.

PURCHASER/S

PAN:

Drafted and Typed by:

(Benkat Raman Singh)
Advocate