

SALEDEED

This DEED OF SALE is executed at Lucknow on this [REDACTED]
day of [REDACTED], 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 [REDACTED], (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. [REDACTED], 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 [REDACTED], (hereinafter referred to as the 'SELLERSS' 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;

Commented [MR1]:

IN FAVOUR OF

Mr. [REDACTED], son of [REDACTED], resident of [REDACTED], hereinafter referred to as the "**PURCHASER/S/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. The SELLERSS 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 SELLERSS are the consortium members.
- B. The SELLERSs have purchased a piece of land admeasuring 6,680 sq. mts. only sq. mts. out of Khasra No. 216 Sa, situated at village Bhaishora, Pargana, Tehsil and Distt. Lucknow through following sale-deeds :
 - (a) 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 Shivrinarain 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.
 - (b) 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. SELLERSS have developed, raised and constructed multistoried residential apartments on said Group Housing Plot admeasuring 6580 sq. mtr. in the name and style of "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. SELLERSS have got the said Apartment registered with RERA vide Registration No. [REDACTED], dated [REDACTED].
- E. SELLERSS, pursuant to the application of the PURCHASER/S/S dated [REDACTED], allotted a Flat No. [REDACTED], located on [REDACTED] Floor, having Built-up /Covered area [REDACTED] sq. mts. only, Rera Carpet area [REDACTED] sq. mts. only Super Built-up /Reference area [REDACTED] 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 [REDACTED].
- F. The PURCHASER/S has/have paid the entire consideration amount and other charges as stipulated in respect of Said Flat prior to getting this Sale Deed executed in respect of Said Flat as shown in Schedule of payment in **ANNEXURE No. 2** to this sale-deed.

AND WHEREAS, the PURCHASER/S has/have inspected the

'said residential apartment' and is/are 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/are entering in to and executing this deed.

AND WHEREAS the PURCHASER/S has/have 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 "ASPIRE" apartment group housing, Khasra no. 216 Sa, at village- Bhaisora, Pargana, Tehsil and Distt. Lucknow, the title documents and other relevant papers and has/have also fully satisfied himself/themselves with the title, rights, interest, encumbrances in respect to the property being conveyed in pursuance of the present sale deed.

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

AND WHEREAS the PURCHASER/S/s after fully satisfying himself/themselves with the said facts and right and title of the SELLERS to sell the apartment, the subject matter of this sale deed, is/are ready to purchase the Flat No. [REDACTED], located on [REDACTED] Floor, having Built-up /Covered area [REDACTED] sq. mts. only, Rera Carpet area [REDACTED] sq. mts. only Super Built-up /Reference area [REDACTED] sq. mts.

only in "ASPIRE APARTMENTS", developed on Khasra no. 216 Sa, at village- Bhaisora, Pargana, Tehsil and Distt. Lucknow.

AND WHEREAS, the SELLERS represents, declares and assures the PURCHASER/S as under: -

- I. That SELLERS is/are absolute owner/s of the Flat No. [REDACTED], located on [REDACTED] Floor, having Built-up /Covered area [REDACTED] sq. mts. only, Rera Carpet area [REDACTED] sq. mts. only Super Built-up /Reference area [REDACTED] sq. mts. only in "ASPIRE APARTMENTS", developed on Khasra no. 216 Sa, at village- Bhaisora, Pargana, Tehsil and Distt. Lucknow and no one else besides the SELLERS has any right, claim, lien, interest or concern whatsoever on the said Flat and the SELLERS has/have full right and absolute authority and right to sell and transfer the same to the PURCHASER/S and the SELLERS has/have not entered into any kind of agreement / arrangement whatsoever with any person in respect of the said Flat to any other person (s).
- II. That the title of the SELLERS 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.
- III. That the SELLERS hereby confirm/s and assure/s the PURCHASER/S that SELLERS is/are not barred or prevented by any administrative/ statutory attachment order or notification from entering into the present transaction with the PURCHASER/S.
- IV. That the SELLERS shall keep the PURCHASER/S 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 afore mentioned declaration and assurances of the SELLERS the SELLERS hereby sell/s and the PURCHASER/S hereby purchase/s the said Flat for consideration of Rs. [REDACTED] (Rupees [REDACTED] 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. [REDACTED] (Rupees [REDACTED] Only) in the manner detailed herein below the SELLERS doth hereby sell/s, convey/s and assign/s absolutely to the PURCHASER/S the Said Flat, along with right to use one allotted car parking more fully described in the "Schedule of Property" annexed as **ANNEXURE No. 2** 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/s thereof subject to the covenants and stipulations hereinafter contained and also as per the bye-laws of the SELLERS/ 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/S will be required to pay the charges pro-rata basis per sq. ft. as and when demanded by the SELLER/S. 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/S shall be installed by the PURCHASER/S himself/themselves at his/their 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/S, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand by the PURCHASER/S.

5. That the upkeep and maintenance of the Said Flat shall be arranged by the PURCHASER/S. However, maintenance of the common services and space of Group Housing "ASPIRE" shall be done by SELLERS/Residents Welfare Association (RWA) and for this purpose the PURCHASER/S shall pay the monthly charges as may be fixed from time to time by the SELLERS/Resident Welfare Association (RWA) or its nominee and shall deposit with the SELLERS/RWA one time sinking fund as per rules.

6. That it will be mandatory for PURCHASER/S to join Resident Welfare Association (RWA) and abide the rules and regulations of Resident Welfare Association (RWA) for upkeep/maintenance of the Common Services &

spaces of the Group Housing.

7. That the PURCHASER/S also agree/s to be bound by all the rules and regulation that are applicable and those that may be made applicable by the SELLERS /Maintenance agency/society/ company for the maintenance of the said Flat and the Group Housing.
8. That the SELLER/S being absolute Owner/s of the Said Flat hereby sold is/are fully competent to transfer the same by way of sale to the PURCHASER/S hereto.
9. That the SELLER/S hereby also covenant/s about the warranty of his/their title and declare/s that the Said Flat hereby sold is free from all sorts of encumbrances, charges, attachment, mortgages, liens and the like. The SELLER/S hereby indemnifies the PURCHASER/S 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/S, the PURCHASER/S is/are dispossessed of the whole or part of Said Flat hereby sold, the PURCHASER/S shall be entitled to claim from the SELLER/S 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 SELLERS up to the date of allotment of the Flat and thereafter the same shall be paid and borne by the PURCHASER/S.
12. That the SELLERS has delivered the vacant possession of the said Flat hereby sold to the PURCHASER/S and the PURCHASER/S has/have been

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

13. That the PURCHASER/S, his/her/their 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/S hereto and he will also be entitled to get his name mutated in the Nagar Nigam records or elsewhere in place of the SELLERS's name as absolute Owners.
14. That except for the said flat mentioned above including the RERA Carpet Area/super area/Built-up Area, all other independent areas shall belong to the SELLER/S and will remain its property which includes open area, stores, utilities, Guard Room, Parapet walls etc. except otherwise specifically permitted to be used or sold. The SELLER/S 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/S for specified limited purposes and duration.
15. That the PURCHASER/S shall be entitled to use the facilities of the project viz. club, gym etc. after payment of applicable charges.
16. That the SELLER/S shall be entitled to make additions, raise stories 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/S 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/S shall be entitled to get

electric, water, sanitary and drainage fittings on the additional structure/stories with the existing electric, water, sanitary and drainage sources etc. at its own cost.

17. THAT the PURCHASER/S shall from the date of possession maintain the said Flat at his own cost, in a good tenable 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, 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/S change alter or make alteration in or to the said Flat or the building(s) or any part thereof. The PURCHASER/S shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions.
18. That the PURCHASER/S 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/S 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/S 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/S 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 SELLERS/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 areas 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/S.
23. That the PURCHASER/S 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/S shall not use the said Flat for any activity commercial or otherwise except for residential purpose only.

24. That the PURCHASER/S 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/S shall not raise permanent or temporary structure to cover the balcony and shall not change the façade of the balcony.
25. That the PURCHASER/S 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/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/S, the same shall be recovered by the SELLER/S from the PURCHASER/S.
27. That the PURCHASER/S will abide by all laws, bye-laws, rules, and regulation of the Government/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/S 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 thePURCHASER/S.

28. That the SELLER/S is/are in bona fide belief that all the payments made at all time to the SELLER/S 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/S 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/themselves. The PURCHASER/S shall always indemnify for any loss arising to the SELLER/S 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/S.
32. That the PURCHASER/S undertake/s 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 SELLERS/Society/Resident Welfare Association (RWA).
35. That the PURCHASER/S/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/S 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 [REDACTED] sq. mtr. Since the building exist at having [REDACTED] mtr. wide road. For Village Bhaisora, the proportionate land value comes to [REDACTED] sq. mt. x [REDACTED] = Rs. [REDACTED]/-. The said flat is of premium class, the value of construction of Built up area of Flat is [REDACTED] sq. mtr x [REDACTED]/- = Rs. [REDACTED]/-. Thus the total value of the construction and proportionate land of Flat comes to Rs. [REDACTED]/-. The said flat is on [REDACTED]th Floor so after taking depreciation of [REDACTED]%, the market value of the said flat comes to Rs. [REDACTED]/-. The Sale Consideration is Rs. [REDACTED]/-. Both the PURCHASER/S/s have equal share in the said Flat, and one of the PURCHASER/S is lady, therefore total stamp duty of Rs. [REDACTED]/- has been paid on Consideration Amount which is higher than market value.

ANNEXURE No. 1
(SCHEDULE OF PROPERTY)

Flat No. [REDACTED], located on [REDACTED] Floor, having Built-up /Covered area [REDACTED], sq. mts. only, Rera Carpet area [REDACTED] sq. mts. only Super Built-up /Reference area [REDACTED] sq. mts. only in "ASPIRE APARTMENTS", developed on Khasra no. 216 Sa, at village- Bhaisora, Pargana, Tehsil and Distt. Lucknow bounded as under :

East : [REDACTED]

West : [REDACTED]

North : [REDACTED]

South : [REDACTED]

ANNEXURE No. 2
(SCHEDULE OF PAYMENTS)

Sl.	Details of instruments/ Transfer	Date	Amount (INR)
1			
2			
3			
4			
5			
6			
7			
Total			

(Rs. _____ only)

Thus, the SELLERS have received the entire amount of sale-consideration i.e. Rs. _____/-
(Rs. _____ only) from the PURCHASER/S.

IN WITNESS WHEREOF, the SELLERS and PURCHASER/S 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.

E-Square Homes Private Limited
Through its authorized signatory

Mr. Prashant Raj Singh

PAN: [REDACTED]

Mrs. Urmila Singh

Through her POA holder
Mr. Prashant Raj Singh

2.

PAN: [REDACTED]

Shivnarayan Sadhusharan Educational Society

Through its Secreatry
Mr. Prashant Raj Singh

PAN: [REDACTED]
(SELLER/S)

PAN: [REDACTED]

PAN: [REDACTED]

(PURCHASER/S)

**Drafted By
by:**

Typed