

SALE DEED

Date of Execution :
Place of Execution : Lucknow
Sale Consideration : Rs.
Market Value : Rs.
Total Stamp Duty : Rs.

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	Commercial
2.	Ward/ Pargana	Jagdish Chandra Bose
3.	Mohalla/Village	2 Quinton Road, Lucknow
4.	Details of Property (Property No.)	Unit/Shop No.____ on ____ Floor in Commercial building Known As “ Jai Bharat Cinema 2 ” built on building bearing Corporation No. 121/013 (121/CC)
5.	Standard of measurement	sq. meter
6.	Built Up Area	_____ sq mts
7.	Location Road	No Segment Road
8.	Type of Property	Commercial Shop
9.	Consideration	Rs. _____/-
10.	Boundaries	East : West : North: South :

11.	No. of Seller- 01	No. of Purchaser - 01
	M/s Newcon Buildwell Pvt. Ltd., having its registered Office at Jai Bharat Cinema 2, Quinton Road, Lalbagh, Lucknow through its Director/authorized Signatory _____	Mr. _____ S/o Mr. _____, R/o _____

**THIS SALE DEED IS BEING EXECUTED ON THIS _____th
DAY OF _____, 2022**

BY AND BETWEEN

M/s Newcon Buildwell Pvt. Ltd., (PAN No. AACCN84531)
having its registered Office at having its registered Office at Jai Bharat Cinema 2, Quinton Road, Lalbagh, Lucknow through its Director/authorized Signatory Shri _____ s/o Shri _____ R/o _____
authorized vide board resolution dated _____
hereinafter referred to as the “Land Owner/First Party”
(Hereinafter called the “**SELLER/FIRST PARTY**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns);

AND

MR. _____ (Pan No. _____) S/o Mr. _____, R/o _____
(Hereinafter called the “**PURCHASER/ SECOND PARTY**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns);

WHEREAS, Raja Mohammad Jamal Rasul Khan of Jahangirabad estate was the absolute owner in possession of one pucca built up bungalow with an area of 75,544 sq. ft. of freehold land, known as Kothi No.2, Quinton Road, Lucknow, out of which 23,804 sq. ft area was sold to one Dr. Ganga Ram Sethi, by way of registered sale deed, which is duly registered in the office of Sub-registrar, Lucknow vide book 1, volume 2024, Pages 88/92 at S. No. 1799 and the plan was affixed on pages 243/244 of volume No. 2019 on 27.4.1970.

AND WHEREAS, subsequently Mr. Brij Bhushan aforementioned out of his said property measuring 23,804 sq. ft. has sold an area of 11,500 sq. ft. Favour of (1) Mr. Rattan kumar Son of Late Mr. Banwari Lal Arora (2) Mr. Madan S/o Mr. Purshottamdas Arora, and (3) Shri Revati Raman Arora Son of Mr. Purshottamdas Arora, and (4) Mr. Love kumar son of Mr. Banwari lal Arora by way of registered sale deed, duly registered in the office of Sub- register, Lucknow vide book 1, Volume 2081, Pages 170/176, at S.No. 4014 On 22-11-1971 with map in file Book no.1, 2082, Pages 293/294 later on Mr. Bhushan Sethi, from his remaining part of property measuring 12,304 further sold 4,804 sq. ft. to Mr. Rattan Kumar, Mr. Madan, Shri Revati Raman Arora and Mr. Love Kumar on 11.2.1972, which is also duly registered in the office of Sub-registrar Lucknow Vide book 1, Volume 2101, Pages 100/105, at. S. No. 1376 on 04.04.1972, 2500 sq. ft. land, numbered as C-6, from his remaining land measuring 7500 Sq. ft. situated at 2, Quinton Road, Lucknow to one Mr. Gopal Krishna Srivastav Son of Mr. Tribhuwan Prasad on 18th February 1972, which is duly registered in the office of Sub-registrar, Lucknow Vide Book 1, Volume 2096, Pages 317/322, S. No. 1525, on 11.4.1972, Latter on aforementioned Mr. Gopal Krishna executed an Will, dated 20.7.1978 regarding his said property bearing No. C-6 by way of which he bequeathed his

entire said property in favour of aforementioned Mr. Revati Raman Arora Son of S/o Late Purshottam Arora and after the death of said Mr. Gopal Krishna Srivastav on the said WILL became operative and thus Mr. Revati Raman Arora became absolute owner of said property.

AND WHEREAS a Declaratory Suit, bearing No. 179/80 was filed in the court of Civil Judge, Lucknow by and between (1) Mr. Purshottamdas Arora (2) Mrs Kamlawati w/o Purshottam Das Arora (3) Shri Madan Mohan Arora & (4) Revati Raman Arora both Son of Mr. Purshottamdas Arora, and (5) Mr. Ratan Kumar Arora and (6) Mr. Love kumar both son of Mr. Banwari lal Arora and (7) Smt Chamanwati w/o Late Banwari Lal Arora and (8) Mrs Ram Pyaari w/o Late Radha Krishan, However keeping in view with the earlier family settlement entered by them the said suit was decided in terms of compromise on 21.02.1981 by way of which the property in question i.e. Jai Bharat Theater was marked and decided in the favour of aforementioned Rewati Raman Arora and Madan Mohan Arora.

AND WHEREAS, Mr. Rewati Raman Arora and Madan Arora and Madan Mohan Arora further entered into an agreement by way of which said Madan Mohan Arora relinquished his right of share in the said property on the consideration of Rs. 30 Lacs out of which Rs. 10 Lacs was paid initially, while the balance amount was to be paid in the monthly instalment of Rs. 10,000/-, in the meanwhile the said Madan Mohan Arora, after whose death his widow Smt. Santosh Arora disputed the said agreement and tried to create hindrance in the possession and smooth functioning of the Jai Bharat Theatre i.e. the property in question, being aggrieved of which Mr. Rewati Raman Arora filed a Declaratory Suit, bearing No. 56/2002 in the court of Civil Judge (S.D.) Lucknow. However the same was decided in the terms of

compromise between the parties on 21.5.2003, by way of which Smt. Santosh Arora agreed to honor the agreement entered by her late husband, thereby accepting the monthly instalments as agreed upon and also relinquished her claim whatsoever in favour of Shri Revati Raman Arora, who thus become undisputed absolute owner of the property in question.

AND WHEREAS Shri Revati Raman Arora s/o Late Purshottamdas Arora executed registered Sale Deed dated 14.08.2008 in respect of Building bearing Corporation No.121/013 (121/CC) admeasuring 1746 sq mts and covered area 924 sq. mts., in the Commercial Building properly known as “**Jai Bharat Cinema 2**”, in favour of M/s Newcon Buildwell (P.) Ltd. duly registered in the office of Sub-Registrar-II, Lucknow, vide Book No.1, Zild No.7729 on pages 65/356 as serial no.8145 and as such M/s Newcon Buildwell (P.) Ltd. and since then the seller became the owner of the said property and have her clear and marketable title over the said property and have all rights to sell the same.

AND WHEREAS the first party got the map approved from Lucknow Development Authority vide Permit No. _____ dated _____ and thus the building is in accordance with the guidelines of the development authorities and the purchaser has satisfied in regards to title, rights, building construction, its quality etc., with full satisfaction. Purchaser had by way of this deed given their declaration and indemnification to seller (s) for not indulging them in any sort of litigation after execution of this deed in the regards to the above.

AND WHEREAS the Purchaser after going through & getting acquainted about the project, title of the Seller, sanctions & allied details and agreeing upon the terms and conditions for

allotment/Purchasing of Unit/Shop No._____ on _____ Floor and paid the agreed cost of the Unit/Shop as per the Payment Schedule given on the foot of this Deed; and

AND WHEREAS the Seller is the absolute owner of the said property, which is free from all encumbrances whatsoever, agreed to sell, transfer and assign absolutely the said property to the Purchaser for a total consideration of **Rs. _____/- (Rupees _____ Lakhs Only).**

AND WHEREAS the seller has received the entire sale consideration from the purchaser at the time of execution of this sale deed.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. THAT in consideration of **Rs. _____/- (Rupees _____ Only)** paid by the Purchaser to the Seller, the detail of payment is given in schedule of payment, of this deed, and receipt whereof the Seller hereby acknowledge, the Seller hereby transfer, convey and assign by way of absolute sale of all that **Unit No. _____ on _____ Floor in Commercial Building Known As “Jai Bharat Cinema 2”, Covered Area _____ sq mts i.e _____ Sq. ft, Situated at 2, Quinton Road, Ward- Jagdish Chandra Bose, Tehsil & Dist- Lucknow** (fully described at the foot of this deed) together with liberties, privileges, easementary rights, and appendages and appurtenances whatsoever to the said property and or any part thereof, occupied herewith and all the estate, right, title and interest upon the same and every part thereof, and to have and to hold the same unto and to the use of the Purchasers, their successors, assigns, administrators, executors, as absolute owner, forever and at all time.

2. That the Purchaser has paid to the Seller total sale consideration, as full and final payment, in respect of the aforesaid transaction of sale, as per the details herein below mentioned, the receipt whereof is acknowledged by the Seller.
3. That within agreed consideration cost the purchaser shall have exclusive right to use _____ sq mtr open parking in the area (Parking Space no. _____) earmarked for parking purpose for parking vehicle only and no construction of whatsoever nature shall be allowed to be made on the parking space.
4. That the Seller has assured and undertaken that aforesaid property is free from all sort of encumbrances i.e. sale, mortgage, attachments, disputes, gift, will, exchanges, court injunction and the Seller have not at any time gone, executed or perform or suffered to the contrary or been a party or privy to any act, deed, thing whereby by reason or by means whereof the said property is or may be impeached, charged, encumbered or affected adversely or whereby the Seller be prevented from transferring or conveying the said property or by reason of defect in the title, in any manner aforesaid, and if it is ever proved otherwise, in that event the Seller undertakes to indemnify the Purchaser their successors, assigns, executors and administrators, of the loss or losses which may be suffered, incurred, undergone and or sustained by the Purchaser as a result thereof to the extent of the total sale consideration plus all expenses, incurred by the Purchaser from the Seller or from their successors, otherwise movable or immovable property wherever found in existence at that time, at the expense of the Seller.

5. That the Seller, directly or indirectly, has not created any charge on the said property, and if any person or persons claims himself or through or on behalf of the Seller any rights or privileges in respect of the property here in above mentioned, the same shall be rendered illegal and void by virtue of the present deed of sale.
6. That the Seller has paid all the taxes, levy & charges upto date to the Nagar Nigam, Jal Sansthan, U.P. Power Corporation Ltd or any other concerned authorities, and no amount of any nature is outstanding against the Seller in respect of the property hereby sold upto the date of execution of this deed of sale, and if any amount, under the above heads, subsequently, is found to be due, which relates prior to the execution of the deed of sale, the said amount shall be fully, payable by the Seller. And further, if the Seller fails to pay the same, after it is brought to his notice, in such an event, the Purchaser shall pay on behalf of the Seller and thereafter, will recover the same from the Seller, at their cost.
7. That after the execution and registration of this deed of sale, the Purchaser will be liable to pay all the taxes, in respect of the property hereby sold, to the concerned authorities.
8. That the Purchaser are entitled to get their name mutated in the records of competent authority, or in any other local authority or with respect to the said property hereinbefore conveyed to the Purchaser for which the Seller hereby give their consent.
9. That the Seller covenant with the Purchaser to do all future acts to execute any document in respect of the property hereby sold as may be required for holding and peaceably enjoying the sold property from time to time, if there be any such need and

the same if required be done at the cost and the expense of the Purchaser.

10. FORMATION OF SOCIETY:

THAT after handing over the possession of the Unit to the Purchaser(s), till the formation of society, the Seller or its Authorised 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 Unit, the built-up area of which is hereby sold, and all respective purchaser(s) shall pay to the Seller or its Authorised Agency towards such maintenance charges at the rate which will be mutually decided by the parties from time to time and after the formation of the society, all purchaser(s) shall pay to the society as decided by the same from time to time, for which the necessary notice will be given by the Seller/Authorised Agency 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/Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser(s). That the purchaser(s) or his/her subsequent buyers shall always be liable to abide by and comply with the bye-laws and rules and regulations of such Maintenance Society.

11. LIABILITY OF PURCHASER(S)

- a. That before transfer of the said Unit either by Purchaser(s) or any of their transferee(s), the Purchaser(s) or any of their transferee(s) shall have to obtain the 'No Objection Certificate' from the 'Seller/Authorised 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 Unit without obtaining the said 'No Objection Certificate' from the 'Seller/Authorised Agency/Society' then in that event the new owner or owners of the said Unit shall have to pay all the outstanding dues

regarding the maintenance charges, commercial/Municipal tax, and other charges, which are payable in respect of the said Unit, to Seller/Authorised Agency.

- b.** That in case of resale of the Unit by the Purchaser(s), the transferee shall always be bound by the terms and conditions contained herein.
- c.** 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 commercial building, parking of personal vehicles in the open spaces shall however, be permitted.
- d.** THAT the purchaser(s) shall keep the Unit in good condition so as not to endanger, the safety of the Units 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 Unit bears to the sum total super area of all the building existing at the time of the destruction, provide that the cost of the civil works of the building hereby sold a kin to the building as existed at the time of destruction would be borne by the purchaser(s) of the respective Units. The purchaser(s) of the ground floor 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.
- e.** THAT neither Purchaser(s) nor the SELLER will in any manner block the common passages to the stair or stairs going up and down. In case if anybody does so, the association/occupiers of the other Units shall have a right to

remove such obstructions forthwith with the cost of the wrong doers.

- f. THAT the Purchaser(s) shall not at any time dig, demolish or cause to be dug or demolish any part of the said building.
- g. THAT the Purchaser(s) undertakes and agrees not to chisel, chip in any manner or cause damage to any of the structural materials, pipes, ducts, electric wires and other fittings passing or contained in his Unit or in any other part of the said building.
- h. THAT the Purchaser(s) shall not throw or accumulate any dirt, filth, rubbish, garbage, rags or other roughage or permit the same to be thrown or accumulate in any portion of the building. The Seller/Maintenance Agency/Association of Allottees shall be entitled to remove the same without giving any notice to the Purchaser(s) and to take them in its custody at the risk and responsibility of the Purchaser(s) and no claim shall be made by the Purchaser(s) against the Seller / Maintenance Agency / Association of Allottees in respect of such goods. The Purchaser(s)/ occupants shall dispose the waste in accordance with the rules regarding the same, as set out by the Seller / Association of Allottees.
- i. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Unit 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 Seller after the date of registration of this Sale Deed.

12. 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.

13. INDEMNIFICATION

THAT if any relative, successors, heirs of SELLER or any person claims any right or privileges in respect of the Unit hereby transferred it shall be rendered illegal and void by virtue of present Sale Deed and if the Purchaser(s) is deprived of aforesaid Unit by reason of any defect in the title, the SELLER hereby undertake to indemnify the Purchaser(s) against all losses suffered by the Purchaser(s) due to such loss or losses.

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 Unit from the date of execution of this Deed.

14. WAIVER

Any delay tolerated or indulgence shown by the Seller in enforcing any of the terms of this Deed or any forbearance or extension of time given to the Purchaser(s) to fulfill his obligations and abide by the terms of this Deed shall not be construed as a waiver on the part of the Seller or any breach or non-compliance of any of the terms and conditions of this Deed by the Purchaser(s) nor shall the same in any manner prejudice or affect the rights of the Seller.

15. SPECIFIC PERFORMANCE

The Seller hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore that, without prejudice to any and all other rights and remedies the Seller may have, the Seller shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual

breach of the provisions of this Deed. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Seller may have under law or in equity or pursuant hereto.

16. SEVERABILITY

If at any time, any provision of this Deed shall be determined to be void or unenforceable under any applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, as the case may be, and the remaining provisions of this agreement shall survive and remain valid and enforceable with full force and effect. However, if any of the provisions, attributable to the above causes, has to be deleted / replaced, then the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provisions being deleted / replaced such that it preserves and protects the interest of the Parties under this Deed.

17. 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.

18. 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.

19. 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 Seller 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.

20. SAVINGS

Any brochure, application, letter, allotment letter or any other document signed by the Purchaser(s), in respect of the Unit, or building, as the case may be, prior to the execution and registration of this deed for such Unit, shall not be construed to limit the rights and interests of the Purchaser(s) or the Seller under this deed, under the Act, the rules or the regulations made thereunder.

21. ASSIGNMENT

The Seller shall be free to assign any/all of its rights under this deed and rights with respect to the Project and the Land to any other person/entity [‘Assignee(s)’] and the Purchaser(s) shall not be entitled to object to the same in any way. With effect from the date of such assignment by the Seller, the term ‘Seller’ as interpreted in this deed and for all purposes herein, shall mean the Assignee(s).

22. 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.
23. That the identification of the Parties has been done on the basis of the documents provided by them.

24. That all the expenses for the execution and registration of this deed of sale which includes stamp paper, registration fees etc. shall be paid by the Purchaser.

25. That the Valuation of the demised Unit for the Purpose of Payment of Stamp duty is as under:-

a. That there is no open land transferred under this deed. The total covered area of the property is about _____ sq. meters. The said building is situated on 18 mts wide road and the Circle Rate for Shop of said area is fixed as Rs. 54,000/- per square meter., hence value of the said shop comes of Rs. _____/- However, the actual sale consideration is Rs. _____/- , which is higher than 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 Sansthatat Vitt, Kar Evam Nibandhan Anubhag-5, which is being paid by the Purchaser through E-Stamp Certificate No.IN-UP_____U dated _____2022.

26. That the map showing the lay out of the Unit is annexed with this sale deed and forms part of this sale deed.

27. That the parties to the sale deed have gone through the contents of this sale deed and have understood the contents very well.

SCHEDULE OF PROPERTY

Unit No. _____ on _____ Floor in Commercial Building Known As “Jai Bharat Cinema 2”, Covered Area _____ sq mts i.e _____ Sq. ft, built on building bearing Corporation No. 121/013 (121/CC) Situated at 2, Quinton Road, Ward- Jagdish Chandra Bose, Tehsil & Dist- Lucknow, and bounded as under:-

East :
West :
North :
South :

SCHEDULE OF PAYMENT

1. Received Rs. _____/- through Ch No. _____ dated _____ drawn on _____ Bank.
2. Received Rs. _____/- through Ch No. _____ dated _____ drawn on _____ Bank.

Thus the total amount of **Rs. _____/- (Rupees _____ Only)** has been received by the first party from the second party, the receipt whereof first party hereby acknowledge.

In witnesses whereof the Seller and the Purchaser, have signed this deed and put their thumb impressions, after going through the entire contents of this sale deed, in their sound position of mind, without any pressure or compulsion from anybody who-so-ever in the presence of the following two witnesses.

WITNESSES:-

1.

S/o
R/o

()
SIGNED AND DELIVERED
By the within named
First Party/Seller

2.

S/o
R/o

()
SIGNED AND DELIVERED
By the within named
Second Party/Purchaser

TYPED BY:
Saunderya Kumar (Adv.)

Drafted BY:
Charan D.S. Bedi (Advocate)
Mob No.9935717131

LAY OUT OF THE PROPERTY

**Unit No._____ on _____ Floor in Commercial Building
Known As “Jai Bharat Cinema 2”, Covered Area ____ sq mts i.e
_____ Sq. ft, Situated at 2, Quinton Road, Ward- Jagdish
Chandra Bose, Tehsil & Dist- Lucknow, and bounded as under:-**

East :

West :

North :

South :

Seller

Purchaser