

BRIEF DETAILS OF SALE DEED

1. Type of property : Residential
2. Mohalla : Sarsawan
3. Property Details : Unit No.
on the Floor in
Tower of the Project
known as **“Dynasty By
ORO (Phase-2)”** Khasra
no. **784P, 790P, 791P,
792Kha P** Village -
Sarsawan, Tehsil - **Sarojni
Nagar.**
4. Measurement Unit : Square Meter
5. Area of Property : Super area Sq. Mtr.,
Carpet area Sq. Mtr.
Builtup/Covered area
..... Sq. mtr.
6. Situation of Road : Situated at Lucknow-
Sultanpur Road
7. Other Description : Group Housing situated at
above Mtr. wide road
8. Sale Consideration : Rs/-
9. Market Value : Rs...../-
10. Stamp Duty : Rs/-

No. of First Party: 1**No. of Second Party: 1**

Details of Vendor	Details of owners
<p>ORO Real Infra LLP, a Limited Liability Partnership, having its registered office at 801, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow represented by its authorized signatory Mr. S/o</p> <p>Mob. No.</p> <p>Occupation – Job</p> <p>2. Mr. Manoj Singh alias Manoj Singh Chauhan son of Late Vishwanath Singh resident of 5/566, Vikas Khand, Gomti Nagar, Lucknow</p> <p>Mob. No.</p> <p>Occupation – Business</p>	<p>Mr. Son</p> <p>..... R/o-</p>

SALE DEED

This DEED OF SALE is made at Lucknow on this ..th day of, 2024.

BETWEEN

1. ORO Real Infra LLP, a Limited Liability Partnership, having its registered office at 801, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow represented by its authorized signatory **Mr. S/o** (Aadhar PAN-.....) authorized vide Board Resolution dated, (hereinafter referred to as the "Promoter", which expression shall include its heirs, executors, administrators, permitted assignees, successors, representatives, etc., unless the subject and context requires otherwise),

2. Mr. Manoj Singh alias Manoj Singh Chauhan son of Late Vishwanath Singh resident of 5/566, Vikas Khand, Gomti Nagar, Lucknow, (Hereinafter referred to as "Land Owner", which expression shall include its heirs, executors, administrators, permitted assignees, successors, representatives, etc., unless the subject and context requires otherwise)

Promoter and Landowner shall jointly referred as "Seller".

AND

Mr. Son' Resident of- (hereinafter referred to as the "Vendee", which expression shall include his/her/their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise), of the other part.

WHEREAS

- A. the Vendee is a male, female, company, firm, trust, etc., the expression he, him, she, her, himself, herself, it, itself, etc.

in this Sale Deed in relation to the Vendee shall be deemed as modified and read suitably as the context requires.

- B.** Manoj Singh Chauhan ("Owner") is the absolute and lawful owner of [**khasra nos. nos.] 784P, 790P, 791P, 792Kha P** totally admeasuring **9156.45 Sq. Mtr.** (*after deduction of road widening area*) situated at Village-**Saraswan**, Pargana-**Lucknow**, Tehsil **Sarojni Nagar** & District Lucknow ("Said Land") through inheritance recorded in Khatauni, subsequent court orders_Passed by Civil Judge (Senior Division), Lucknow in **Case No. 2218/2021** and the Owner and the Promoter have entered into Development agreements dated **14/12/2021** registered in the office of sub-registrar in **Book No-1, Volume 7662 at pages 51 to 94, 111 to 154 & 203 to 246 as documents Nos. 40289 & 40294 on dated 14/12/2021**
- C.** By virtue aforementioned registered Development Agreement executed by **Mr. Manoj Singh Chauhan** in favor of **ORO Real Infra LLP.**, the Seller got the development & selling rights of the Project constructed over Khasra no. **784P, 790P, 791P, 792Kha P** Village-Sarsawan, Tehsil-Sarojni Nagar, Distt-Lucknow.
- D.** The Said Land is earmarked for the purpose of residential building project, comprising 2 Towers having 2 Basement each, Stilt + 26 (Tower A) and Stilt + 27 (Tower B) floors respectively and the said project shall be known as **"DYNASTY BY ORO (PHASE-2) ("project")**;
- E.** The Lucknow Development Authority has granted the approval of maps;

- F. **AND WHEREAS** The Lucknow Development Authority has granted the commencement certificate to develop the project initially on to develop the project bearing registration no. MAP-.....
- G. The Vendor has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment or building, as the case may be, from Lucknow Development Authority.
- H. The Vendor has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on under registration no.
- I. The Vendee 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.
- J. The Vendee 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 **“DYNASTY BY ORO (PHASE-2)’ situated at Village-Sarsawan, Pargna-Lucknow, Tehsil-Sarojani Nagar, Distt-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.

K. AND WHEREAS the Vendee/s after fully satisfying himself with the said facts and right and title of the Vendor to sell the apartment, the subject matter of this sale deed, and after satisfying himself Vendee has applied for purchase the **Flat No.....,, Tower-....., 3BHK, having Builtup/Covered area Sq. Mtr., Carpet Area Sq. Mtr., Super Area Sq. Mtr, in the residential Apartment known as "....., in, situated at- Village-Sarsawan, Pargna-Lucknow, Tehsil-Sarojani Nagar, Distt-Lucknow,**

L. Vendor pursuant to the application of the Vendee allotted a **Flat No....., Tower-....., 3BHK, having Builtup/Covered area Sq. Mtr., Carpet Area Sq. Mtr., Super Area Sq. Mtr, in the residential Apartment known as "....., in, situated at Village-Sarsawan, Pargna-Lucknow, Tehsil-Sarojani Nagar, Distt-Lucknow,** (hereinafter 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**”).

AND WHEREAS, the Vendor Further represents, declares and assures the Vendee as under:-

- (a) That Vendor is absolute owner of the **Flat No.....,, Tower-....., 3BHK, having Builtup/Covered area Sq. Mtr., Carpet Area Sq. Mtr., Super Area Sq. Mtr, in the residential**

Apartment known as "Dynasty By ORO (Phase-2), situated at Village-Sarsawan, Pargna-Lucknow, Tehsil-Sarojani Nagar, Distt-Lucknow, (and no one else besides the Vendor has any right, claim, lien, interest or concern whatsoever on the said Flat and the Vendor has full right and absolute authority and right to sell and transfer the same to the Vendee and the Vendor 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 Vendor 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) The Vendor has further assured the Vendee that Vendor 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 Vendor to the Vendee. The Vendor has also assured the Vendee that the demised property is not under lis-pendens and is free from all sorts of litigation and Court attachment etc.
- (d) That the Vendor shall keep the Vendee 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 Vendor the Vendor hereby sells

and the Vendee 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 Vendor doth hereby sells, conveys and assigns absolutely to the Vendee the Said Flat, 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 Vendor/Society/Resident Welfare Association duly approved by the Registrar of Societies, Lucknow. It is hereby cleared that the parking shall be treated as single indivisible unit with flat and shall not be sold independently by vendee.
2. That the Vendor hereby absolutely sells conveys transfers and assigns the **Said Flat, along with all the rights of ownership, possession, interest, easement and privileges appurtenant to the said FLAT with usable car parking rights/facility for one open surface car parking in the said apartment, to have and to hold the same unto the Vendee absolutely and forever.**
3. That the consideration mentioned hereinabove 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. Vendee will be required to pay the charges pro-rata basis per Sq. ft. as and when demanded by the Vendor. The expenses will be charged in proportion to the area of apartment.

4. 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 Vendee shall be installed by the Vendee themselves at their own cost and they will obtain necessary permission in this regard from the concerned authority/ authorities.
5. 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 Vendor, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand by the Vendee.
6. That the upkeep and maintenance of the Said Flat shall be arranged by the Vendee and for this purpose the Vendee shall pay the monthly charges as may be fixed from time to time by the Society/ Resident Welfare Association or its nominee.
7. That the vendor/ Society/ Resident Welfare Association or its nominee shall have the right to disconnect the electrical connection/common services of the vendee in case of default of payment of monthly maintenance charges; which could be restored only as per the guidelines/discretion of the vendor/ Society/ Resident Welfare Association or its nominee.

8. That the Vendee also agree to be bound by all the rules and regulation that are applicable and those that may be made applicable by the Vendor/Maintenance agency/society/company for the maintenance of the said Flat and the Hi-tech township.
9. That the Vendor 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 Vendor hereby indemnifies the Vendee 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 Vendor, the Vendee is dispossessed of the whole or part of Said Flat hereby sold, the Vendee shall be entitled to claim from the Vendor 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 Vendor up to the date of allotment of the Flat and thereafter the same shall be paid and borne by the Vendee.
12. That the Vendor has delivered the vacant possession of the said flat hereby sold to the Vendee and the Vendee has been put into physical possession thereof on the date of execution and registration of this Deed.
13. That the Vendee, 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 Flat together with all the rights arising there from without any interruption or hindrance by the Vendor hereto and they will also be entitled to get their names mutated in the Nagar Nigam records or elsewhere in place of the Vendor's name as absolute Owners.

14. That the Vendee shall from the date of possession maintain the said Flat at their 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 bye-laws of the Municipal Authorities, Maintenance Agencies or any other authority nor shall the Vendee change alter or make alteration in or to the said Flat or the building(s) or any part thereof. The Vendee shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions.
15. The Vendee shall be a member of the "....." with its associated swimming pools, open area and associated facilities, for which membership fee has already been levied and paid. Running monthly charges as applicable will be paid by the vendee to the Vendor/Resident Welfare Association or its nominated agency, who will run, maintain and administer the club.
16. That the vendee shall have no ownership right over Club. The vendor shall be the sole owner and shall have the right of usage and absolute right to sell/ Lease/Transfer or otherwise dispose of the Club Gestalt in any manner as may be deemed necessary by the Vendor /any subsidiary of the vendor or any

other agency nominated by the vendor. All the terms and conditions mentioned in Application Form and Flat Buyers Agreement Shall be applicable and binding on the vendee.

17. That the Vendee 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.
18. That the Vendee 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 Vendee 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.
19. 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 inseverable 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 Vendee or any person claiming through or under them. 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 Vendor/maintenance agency to run and maintain the common facilities /services/area in the said Township. The terms and conditions shall mutatis mutandis be applicable upon subsequent transferees.

20. 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, as well as the vendee do permit the facility team to inspect complaint of Leakage, electric and plumbing work in the apartment and no obstruction will be done by the vendee.
21. 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 Vendor/RWA.
22. That the Vendee 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 illegal or immoral purposes, and shall not do or suffer anything to be done in or around 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 Vendee shall not use the said Flat for any activity commercial or otherwise except for residential purpose only.
23. That the Vendee shall not put up any name or sign board, neon, sign, publicity or advertisement material, hanging of cloths etc. on the external facade 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 painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation, architectural features and design.

24. That the Vendee shall have electric, telephone, water and other services (DTH+PNG) connections at their own cost and expenses without disturbing the permanent structure (s) and facade of the said property/building.
25. That the Vendee 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 Vendor, the same shall be recovered by the Vendor from the Vendee.
26. That the Vendee shall 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 Vendor 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 Vendee.
27. That the Vendee shall bear expenses of stamp duty registration charges, legal fee, and other expenses in connection with the execution and registration of this deed.
28. 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 Vendee are essential so as to protect the rights of all the occupants.

29. That it is mutually agreed that save and except in respect of the said Flat hereby agreed to be acquired by the Vendee, 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 Vendor.
30. That the Vendee 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.
31. That the Vendee 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.
32. That the vendee confirms that no part of this transaction falls within the definition of 'Benami transactions' as given in amended section 2(9) (A) of the Benami Transactions (Prohibition) Act 1988 and that the purchase is well within the purview of the permitted transactions defined thereunder and if found otherwise in future then the buyer shall indemnify the vendor for all such losses caused to the vendor due to such misrepresentation.

33. That the Vendee 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 vendee or prospective vendee shall have to obtain No objection Certificate from Vendor/Society/Resident welfare Association.
34. That the Vendee 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.
35. That all the passages, exits, entrances open space and staircase or other facilities by their very nature are to be utilized and enjoyed commonly.
36. 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 Vendee hereto and the Vendor shall not be liable for the same.
37. That 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 the sole Arbitrator 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**”) and the 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.

38. That for purpose of stamp duty the circle rate of land is fixed is Rs. /- as the group housing is situated on above mtr. wide road, thus the value of the proportionate land area sq. mts. comes to Rs./- and value of covered area of Flat i.e. sq.mts. which is calculated @ Rs 26,000/- per sq.mts. according to D.M. Circle rate 2015 the Flat is covered under the premium category which comes to Rs./-, thus the total value of proportionate land + covered area of Flat is Rs./- . As the Flat is onth Floor hence after taking 15 % rebate in total value actual market value of Flat comes to Rs./- Thus the market value of Flat comes to Rs./- . The consideration amount is Rs/- both the vendee have equal undivided share in this flat since the one Vendee is a lady so taking rebate in her share the half portion of consideration value comes to Rs/- therefore the stamp duty @ 6% on the amount of Rs/- comes to Rs 60,000/- & on rest amount Rs/- the stamp duty @ 7% comes to Rs

...../- on half portion of consideration value of Rs
/- the Stamp duty at the rate of 7% comes to Rs.
/- therefore total Stamp Duty of Rs
/- have been paid by the vendee on sale
 consideration amount which is higher than Market Value

SCHEDULE OF PROPERTY

**Flat No.....,, Tower....., 3BHK, having
 Builtup/Covered area Sq. Mtr., Carpet Area
 Sq. Mtr., Super Area Sq. Mtr, in the
 residential Apartment known as "DYNASTY BY ORO (PHASE-
 2)", situated at Village-Sarsawan, Pargna-Lucknow, Tehsil-
 Sarojani Nagar, Distt-Lucknow, which is bounded as:-**

BOUNDARIES

East -
West -
North -
South -

SCHEDULE OF PAYMENT

1. Rs./- through Cheque No. dated
, Lucknow.
2. Rs./- through RTGS, dated
3.

Thus Vendor has received Rs/- as sale

consideration.

IN WITNESS WHEREOF, the Vendor, and Vendee (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.

VENDOR

2.

VENDEE

PRO.