

**NAME OF OFFICE : SUB REGISTRAR, ZONE - II KANPUR NAGAR**

1. Date of Presentation :
2. Date of Execution :
3. Nature of Document : SALE DEED
4. Presented by :

5. Sale Consideration : ----
6. Market Value : ----
7. Name of Sellers/Vendors :

1. BAPL Infrabuild Pvt Ltd registered under the Companies Act, 1956/2013 having their principal place of business at MIG-220, Kailash Vihar, Avas Vikas-1, Panki Road, Kalyanpur 208010 PAN-AAICB0978R CIN-UP45400UP2018PTC10974 hereinafter referred to as "Lead Member" which expression shall unless repugnant to the context thereof include his successors, executors, administrators, liquidators, officials, official receivers, legal representatives, directors, transferees, attorneys and assigns etc;
2. Omkripa Infraland Private Limited a registered under the Companies Act, 1956/2013 having their principal place of business at MIG-220, Kailash Vihar, Avas Vikas-1, Panki Road, Kalyanpur 208010 PAN-AACCO9105H CIN-UG5201UP2019PTC115266 hereinafter referred to as "Land Owner" which expression shall unless repugnant to the context thereof include his successors, executors, administrators, liquidators, officials, official receivers, legal representatives, directors, transferees, attorneys and assigns etc;

All the above through Authorized Signatory ..... S/o .....  
R/o.

UID- Mob-

6. Vendee : ..... S/o ..... R/o.....  
UID-  
Mob-  
PAN-

**DESCRIPTION OF THE PROPERTY (Plot) :-**

1. Details of Property : Software Code - .
2. Place : NEW HIGHWAY CITY  
Village-Naramau Kachhar Kanpur  
Nagar
3. Plot No. :
4. Block No. :
5. Arazi No. :
6. Land Area of Property : ..... Sq. Mtrs.
7. Nature of use : Residential
8. Covered Area : Nill
9. Width of the Road : .... Meters wide road
10. Park/Corner/Double Road : Nill

**Boundaries of Sold Property :**

East :  
West :  
North :  
South ;

NOTE-The Property of the above description hereinafter referred to as the said plot.

**DETAILS OF PAYMENT OF STAMP DUTY:-**

1. Circle rate of Collector : 15,500/- Rs per Sq.Mtr

2. Value of Sold Land : ...../- Rs  
3. Value for Stamping : ...../- Rs  
4. Total stamp duty payable: ...../- Rs  
5. Total Stamp paid : ...../- Rs

SALE DEED

This Deed of Sale is made and executed at Kanpur Nagar on this ..... day of ..... 2020;

BETWEEN

1. BAPL Infrabuild Pvt Ltd registered under the Companies Act, 1956/2013 having their principal place of business at MIG-220, Kailash Vihar, Avas Vikas-1, Panki Road, Kalyanpur 208010 PAN-AAICB0978R CIN-UP45400UP2018PTC10974 hereinafter referred to as "Lead Member" which expression shall unless repugnant to the context thereof include his successors, executors, administrators, liquidators, officials, official receivers, legal representatives, directors, transferees, attorneys and assigns etc;
2. Omkripa Infraland Private Limited a registered under the Companies Act, 1956/2013 having their principal place of business at MIG-220, Kailash Vihar, Avas Vikas-1, Panki Road, Kalyanpur 208010 PAN-AACCO9105H CIN-UG5201UP2019PTC115266 hereinafter referred to as "Land Owner" which expression shall unless repugnant to the context thereof include his successors, executors, administrators, liquidators, officials, official receivers, legal representatives, directors, transferees, attorneys and assigns etc;

All the above through Authorized Signatory ..... S/o .....  
R/o. ....

(The executant at above Nos. 2, hereinafter referred to as the "VENDOR NO.2")

(The "PROMOTOR/VENDOR NO.1" and "VENDOR NO.2" hereinafter collectively referred to as the VENDORS) the party of the ONE PART;

IN FAVOR OF

..... hereinafter referred to as the  
"PURCHASER/VENDEE(S) of the OTHER PART

WHEREAS

- a) WHEREAS The Promoter/Vendor No.1 has formed the Consortium with companies named as below

I.	BAPL Infrabuild Pvt Ltd registered under the Companies Act, 1956/2013 having their principal place of business at MIG-220, Kailash Vihar, Avas Vikas-1, Panki Road, Kalyanpur 208010 CIN-U45400UP2018PTC10974
II.	Omkripa Infraland Private Limited a registered under the Companies Act, 1956/2013 having their principal place of business at MIG-220, Kailash Vihar, Avas Vikas-1, Panki Road, Kalyanpur 208010 CIN-U45201UP2019PTC115266
III.	Vision Advanced Construction Limited registered under the Companies Act, 1956/2013 having their principal place of business at 70-B2, Sai Complex, Sai puram, Kalyanpur Kanpur- 208017 CIN-U45400UP2019PTC065596
IV.	Ambuja City Homes Sheltar Private Limited registered under the Companies Act, 1956/2013 having their principal place of business at 1, Kapoorthala Complex, Aliganj, Lucknow 226024 CIN-U45201UP2005PTC030766
V.	Amaresha City Homes Reality and Development Private Limited registered under the Companies Act, 1956/2013 having their principal place of business at 1, Kapoorthala Complex, Aliganj, Lucknow 226024 CIN-U45201UP2005PTC030772
VI.	Alvina City Homes Estate and Reality Private Limited registered under the Companies Act, 1956/2013 having their principal place of business at 1, Kapoorthala Complex, Aliganj, Lucknow 226024 CIN-U45201UP2005PTC030771
VII.	Alok City Homes Shelters Private Limited registered under the Companies Act, 1956/2013 having their principal place of business at 1, Kapoorthala

VIII.	Complex, Aliganj, Lucknow 226024 CIN-U45201UP2005PTC30757 Akhilesh City Homes Reality and Development Private Limited registered under the Companies Act, 1956/2013 having their principal place of business at 1, Kapoorthala Complex, Aliganj, Lucknow 226024 CIN-U70200MH1997PTC110176
IX.	Alcina City Homes Estate and Development Private Limited registered under the Companies Act, 1956/2013 having their principal place of business at 1, Kapoorthala Complex, Aliganj, Lucknow 226024 CIN-U45201UP2005PTC030773
X.	Bankim Estate and Investment Private Limited registered under the Companies Act, 1956/2013 having their principal place of business at Sahara India Point, CTS 40 & 44 SV Road, Goregaon West, Mumbai 400104 CIN-U70100MH1997PTC109033
XI.	Pallava Development and Reality Private Limited registered under the Companies Act, 1956/2013 their principal place of business at Sahara India Point, CTS 40 & 44 SV Road, Goregaon West, Mumbai 400104 CIN-U70100MH1997PTC108318
XII.	Jayanti Development and Reality Private Limited registered under the Companies Act, 1956/2013 having their principal place of business at Doshibai Industrial Estate 3 <sup>rd</sup> Floor Ram Mandir Road Goregaon West Mumbai CIN-U67120MH1996PTC103856
XIII.	Jeewan Development and Reality Private Limited registered under the Companies Act, 1956/2013 having their principal place of business at Ballard House 2 <sup>nd</sup> Floor ADI Marzban Path Ballard Estate Mumbai CIN-U70100MH1997PTC108533
XIV.	Mithla Development and Reality Private Limited registered under the Companies Act, 1956/2013 having their principal place of business at Sahara India Point, CTS 40 & 44 SV Road, Goregaon West, Mumbai 400104

and have also entered the registered agreements with various land owners and also has brought out other group companies land owners under one Umbrella deciding that Promoter/Vendor No.1 is lead member and get itself registered with the Prescribed Authority in terms of the policy of U.P. State Govt. and have submitted its Layout Plan of NEW HIGHWAY CITY Situated at NARAMU BANGAR and NARAMAU KACHHAR Kanpur Nagar to the K.D.A.. The Layout Plan so submitted has been permitted K.D.A. vide its Permit No. 1058 /BHAWAN/ONLINE/18-19 Dated 23-06-2020 and Map No. W-563/1058/BHAWAN/ONLINE/18-19 Dated 24-06-2020, any change or revision thereof in the Layout Plan shall subsequently be sanctioned by the K.D.A. and the final Layout Plan duly sanctioned and approved shall be deemed to supersede the previous Layout Plan without affecting the interest of the both parties. The Promoter/Vendor No.1 has taken up and is executing the aforesaid project in its own name and exclusively.

- b) AND WHERSAS after approval of Layout Plan by the K.D.A. in accordance with arrangements between the Vendors jointly with various others associated land owners, the said Plot was identified belonging to Omkripa Infraland Pvt. Ltd. who is/are the beneficial owner and in possession of the said plot. The Omkripa Infraland Pvt. Ltd has purchased the relevant arazi land from its previous owner vide registered sale deed, which is duly registered in sub registrar zone 2 Kanpur Nagar at Book No-1 on serial no ..... dated .....
- c) AND WHEREAS The Promoter/Vendor No.1 has also entered into arrangements with its Associate Companies and the certain individuals associated in the said land, for the marketing the products in the said Scheme subsequent to its development collectively in the shape of plots of the different sizes and dimensions, as such or built upon and to realize the sale price from the intending purchasers.
- d) AND WHEREAS pursuant to the aforesaid consortium memorandum of understanding and arrangements the Associates/Group Companies and the certain

- indivisibles associated in the said land have executed/Authorized BOARD RESOLUTION in favor of the The Promoter/Vendor No.1, thereby authorizing the The Promoter/Vendor No.1, inter alia, to execute the SALE DEED and to get the same Registered, to receive from the Purchaser/Vendee(s) the sale price and acknowledge and give effective receipt and discharge for the same.
- e) AND WHEREAS The Promoter/Vendor No.1 has setup provisions for and is developing the said Scheme as per the approved Layout Plan Permit No. 1058 /BHAWAN/ONLINE/18-19 Dated 23-06-2020 and Map No. W-563/1058/BHAWAN/ONLINE/18-19 Dated 24-06-2020, by the K.D.A. regarding the approval on the said land and has named it as the “NEW HIGHWAY CITY” Kanpur (hereinafter referred to as the “said Scheme”
- f) AND WHEREAS The Vendors have authority and are entitled to sell the various products in the said Scheme comprising of several plots of various sizes and dimensions forming part of the approved Layout plan of the said Scheme and no one besides the Vendors has any interest, right or claim of any kind whatsoever in the said plot of the Land, which at the date hereof is free from all sorts of encumbrances and legal disputes and the Vendors have full and unrestricted right and power to Convey, assigned, transfer, alienate and sell the same or any part thereof. which is free from all Latent and Patent defect.
- g) AND WHEREAS the Purchaser/Vendee(s) has/have inspected all title deeds, documents, sanctions, Layout Plans and all Plans of the Promoter/Vendor No.1 and also understood about all the facilities and amenities, like road from entrances, electric lines, water, sewer, and drainages etc. and he/she/they/it is/are fully satisfied with the same and also about the title and ownership and all the sanctions. The Purchaser/Vendee(s) also covenants that he/she/they/it has/have full knowledge and understanding of all laws/notifications and rules applicable to the area in general and so to the said Scheme named “NEW HIGHWAY CITY” Kanpur in particular and the Purchaser/Vendee(s) has seen and understood all plans, designs, and specifications of the said Plot and said Scheme.
- h) AND WHEREAS The Promoter/Vendor No.1 has registered under the provisions of the Real Estate (Regulation and Development) Act 2016 and Rules made thereunder as amended up to date hereinafter called RERA with the RERA Authority at Lucknow on date ..... vide Reg.No. ....
- i) AND WHEREAS the Purchaser/Vendee(s) has/have applied to the Promoter/Vendor No.1 for allotment of a Residential Plot admeasuring approx ..... in the said Scheme and the Promoter/Vendor No.1 in exercise of power vested into it, has allotted a Residential Plot of land in the said Scheme which being numbered as Plot No. .... of Block No. .... as per the approved Layout Plan by the K.D.A. on the terms and conditioned in the concerned Allotment Letter dated ----- (hereinafter referred to as the “Allotment Letter”) issued by the Promoter/Vendor No.1 in favor of the Purchaser/Vendee(s) to his/her/their its complete satisfaction as to the covenants enumerated therein, duly acknowledged by the Purchaser/Vendee.
- j) AND WHEREAS the Purchaser/Vendee(s) has/have fully satisfied himself/herself/themself/itself as to the sanctions, approvals, Layouts, NOCs etc. in respect of the pursuing development and promotion of the said Scheme including that of the said plot which has been carried out and done by the Promoter/Vendor No.1 and has now expressed his/her/their/its desire to get the Sale Deed thereof executed and registered in his/her/their/its favor of the said Plot, on as on where on basis.
- k) AND WHEREAS the Purchaser/Vendee(s) has/have agreed to purchase and Vendors have agreed to sale the Plot No. .... Block No. .... Situated in NEW HIGHWAY CITY Village Naramau Kachhar/Naramau Baangar Kanpur Nagar admeasuring ..... Sq.Mtrs with right to use and enjoy all the common amenities and facilities provided

in the said Scheme and in terms of the Allotment Letter for a total Sale Consideration of Rs. .... ( ..... ) which is more reasonable and fare market price for the said Plot and in lieu thereof convey transfer/sell the said plot to the Vendee(s) on the terms and conditioned stated below:-

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

1. That in consideration of Rs. -----/- (-----) paid by the Vendee(s) to the Vendors in the manner detailed at the foot of this deed, receipt of which the Vendor acknowledges and confirms herewith, the Vendor do hereby convey, transfer and assign by way of absolute sale plot No. ----- admeasuring ----- Sq. yards i.e. ----- Sq. Mtrs. situated in New Highway City at Mauza Naramau Kachhar/Naramu Bangar, Pargana, Tehsil Sadar and District Kanpur Nagar, as detailed and bounded herein above and more clearly delineated in the map attached hereto, alongwith all rights, easement and appurtenances thereto and without retaining or reserving any right, title or interest for the same UNTO the Vendee(s) TO HOLD the same for ever as absolute owner thereof.

2. That the Vendor has delivered peaceful actual and physical possession of the plot under sale to the Vendee(s) and the said property shall be entered into and UPON and HELD and ENJOYED by the Vendee(s) or any person claiming through or on behalf of the Vendee(s) without any disturbances, interruption or obstruction of the Vendor or any other person on it's behalf.

Description of the terms and conditions of the Scheme:

- 1- That the Vendors through its maintenance agency will provide in the Scheme electricity connection from main feeder/ pillar, connection of water supply from service line, sewerage alongwith other necessary connections from main line to the plot under sale and the Vendee(s)/ Second Party shall be liable to pay the expenses thereof.
- 2- That the construction over the plot under sale shall be made by the Vendee(s)/ Second Party only within the area as bounded above under U.P. Urban Development & Planning Act according to the provisions of local authority. The front elevation of the house shall be designed by the Vendee(s)/ Second Party as per design approved by the Vendors. The Vendee(s)/ Second Party will have neither right to make any encroachment out of the demarcated area of the plot hereby demised or on pathway, park, footpath etc. and he will not park car or any other vehicle and the Vendee(s) Second Party will have no right to raise any construction of temporary or permanent nature nor will create any obstruction in proper functioning of development activities of the scheme. The Vendee(s) Second Party shall not violate this condition in any manner.
- 3- That the Vendors shall be liable to make arrangement of roads, electric lines, sewer lines etc. within the prescribed period of Kanpur Development Authority. However, the Vendee(s) Second Party shall be liable to obtain his own connections for which all the cost and expenses shall be born and paid by the Vendee(s) Second Party.
- 4- That the Vendee(s) Second Party shall have right to get his name mutated over the plot under sale in the Kanpur Nagar Nigam as absolute owner thereof for which the consent of the Vendors shall be deemed and effective through this deed.
- 5- That the sale of the aforesaid plot has been made by the Vendors only for residential purpose. The Vendee(s) Second Party shall not in any case use the said property for commercial or industrial purposes.
- 6- That the Vendee(s) Second Party or his legal heirs shall not carry on any activity of illegal or anti-social nature which may be against law.
- 7- That besides the aforesaid plot under sale, the Vendors shall have always right to get changed the layout of scheme, map, other blocks, initial design and specialties as per requirement, in which the Vendee(s) Second Party shall have no right to make any obstruction or interference.
- 8- That in future the Vendors shall have full right to develop the scheme and establish the initial requirements i.e. sewer line, water line, power line (HT/LT Line & Transformer etc.).
- 9- That if any need for organizing meeting, program or function etc. is arise, then the

permission of Vendors or its maintenance agency will be required.

- 10- That the Vendee(s) Second Party shall always be liable to pay his proportionate charges for maintenance of common services like waste disposal, maintenance of park etc., security guard, CCTV camera etc. and the Vendee(s) Second Party shall always be bound to pay the maintenance charges.
- 11- That if the Vendee(s) Second Party intends to sell/ transfer the aforesaid plot, then he will provide 30 days' prior information to the Vendors or its maintenance agency and shall be required to obtain No Dues Certificate.
- 12- That the Vendee(s) Second Party shall have no right to fix any sign-board, commercial advertisement, hoarding on the property under sale or on any part of the scheme or will have no right to install mobile tower etc. over the plot under sale.
- 13- That the Vendee(s) Second Party has fully checked and inspected the title of property and the bye-laws of scheme and in future no any claim regarding the title of the Vendors and rules of the scheme shall be raised by the Vendee(s) Second Party.
- 14- That the terms and conditions of this sale deed shall be applicable uniformly upon the Vendors and its successors as well as the Vendee(s) Second Party and his legal heirs and shall be binding upon them.

IN WITNESS WHEREOF the parties hereto have put and subscribed their respective hands to this deed in their sound mind, good sense, without any coercion or undue influence in presence of the witnesses on the day, month and year mentioned first above.

DETAILS OF PAYMENT OF ENTIRE SALE CONSIDERATION OF RS. -----/- (-----  
-----)

The Vendors has received the entire sale consideration of Rs. -----/- (-----  
----) from the Vendee(s) Second Party through Cheque/ R.T.G.S. meaning thereby the Vendee(s) Second Party has paid the entire sale consideration of Rs. -----/- to the Vendors in the manner mentioned above and now nothing remain balance due to receive or to pay towards the sale consideration.

Witnesses:

Signature for & on behalf of  
PROMOTER/VENDOR No.1

VENDOR No.2

1.

Signature of Purchaser/Vendee(s)

2.

Drafted By:-

RAJIV MISHRA  
ADVOCATE  
Mob-9935282837