

Office Name : Sub-Registrar.....

1. Date of Execution :

2. Nature of Document :

3. Total Stamp Paid :

4. Sale Consideration :

5. Market Value :

6. Name & address of the Seller – **SANFRAN DEVELOPER PVT. LTD.** having its regd. office at-Sanfran Square, A73 Sector-2 Noida (UP).

7. **M/s Uniworld Infrastructure Pvt. Ltd.** a company duly incorporated under the Companies Act 1956, having its registered office at House No. RZ 147, Ground Floor, Shiv Block, Raghu Nagar, Sai Mandir wali gali, New Delhi through its authorized signatory/attorney Mr.....s/oR/o, duly authorized by the Board of Directors vide Resolution dated of the said company and **Mr Mukesh Srivas** s/o Mr. Braj Lal R/o 412, Sushil Nagar, Orai hereinafter referred to as '**Confirming Parties**' which expression unless repugnant to the context includes his heirs, successors, administrators, and assigns),

8. Name & address of the Purchaser – SriS/o Sri (Identify by Aadhar No.Mobile no. R/o hereinafter referred to as the "**PURCHASER/S**" which expression shall mean and include unless repugnant to the context, his/their/her/its/ heirs, successors, legal representative etc. of the second Part.

9. Details of property :

Demised Property:

Residential unit no. :

Width of Road : mtr. wide internal road.

10. Boundaries of Demised plot:-

East –

West –

North -

South -

11. SCHEDULE OF PROPERTY AGREED TO BE SOLD – One residential unit/residential Villa No. measuring situated at detailed herein above also shown in red color in the plan annexed here with.

THIS DEED OF SALE is entered into at..... on thisDay of the monthin the Year

Between

M/s Sanfran Developer Pvt. Ltd., a company duly incorporated under the Companies Act 1956, having its registered office at A-73, Sector-2, Noida 201301 through its authorized signatory/attorney Mr. s/oR/o, duly authorized by the Board of Directors vide Resolution dated of the said company (hereinafter referred to as the “**SELLER COMPANY**” or the “**COMPANY**” which expression shall mean and include unless repugnant to the context its constituents, successors, successors-in- interest, legal representatives etc. of the First Part)

M/s Uniworld Infrastructure Pvt. Ltd. a company duly incorporated under the Companies Act 1956, having its registered office at House No. RZ 147, Ground Floor, Shiv Block, Raghu Nagar, Sai Mandir wali gali, New Delhi through its authorized signatory/attorney Mr.....s/oR/o, duly authorized by the Board of Directors vide Resolution dated of the said company and **Mr Mukesh Srivas** s/o Mr. Braj Lal R/o 412, Sushil Nagar, Orai (hereinafter referred to as ‘**Confirming Parties**’ which expression unless repugnant to the context includes his heirs, successors, administrators, and assigns of the Second Part),

And

Mr./Mrs S/o (Identify by Aadhar No. Mob-.....) (PAN-.....) R/o – (U.P.) Hereinafter referred to as the “**PURCHASERS**”, which expression shall mean and include unless repugnant to the context includes his heirs, successors, administrators and assigns of the Third Part)

Whereas the Confirming Parties being the owners of Khasra No. 2899(P), 2900(P), 2908/1(M),2908/2, 2910(P), 2911(P), 2912(P), 2913(P),2914(P), 2915, 2916(P), 2917(P), 2918(P), 2919(P), 2920(P), 2923 situated in village bakkas District Lucknow entered into registered collaboration agreement with the Seller Company-Registered book no. 9140 on pages 93-144 at Serial No. 8145 on 04.05.18 at Sub-Registrar- Mohanlalganj, Lucknow.

Whereas in pursuance with of the said collaboration agreement, the seller is developing residential cum commercial complex over the said property known as **Sanfran Estate** in pursuance of the permit no. **43076** dated **25.03.2019** issued by **Lucknow Development Authority**.

AND WHEREAS the Purchaser hereto after understanding and agreeing upon the terms and condition contained in the Application Form, signed and executed by them offered and agreed

AND WHEREAS the Purchaser has fully verified and are fully satisfied about the title of the seller Company in the aforesaid Housing scheme including the aforesaidand its measurements and shall not make any claim in respect thereof in future:

WHEREAS the Purchasers have also fully understood and gone through the Layout Plan of the aforementioned land, the plan of the said unit..... the facilities attached thereto and the consideration/price thereof, which were fully enumerated in the Application Form and the as well and shall not make any claim thereof in future.

NOW THIS DEED OF SALE WITNESSETH AS HEREUNDER:-

1. THAT in consideration of Rs./- (Rupees Only) paid by the purchaser here to the seller company hereto in the manner as mentioned in the Schedule of payment plan given at the foot here of the receipt of which the seller acknowledges and confirms, the seller does hereby sell, convey, transfer and assign all that Residential/commercial in the aforesaid land known as “ **Sanfran Estate** “ at Lucknow carved out of Khasra nos....., detailed and bounded as given herein above and also shown in Red Color in the Plan annexed hereto together with common facilities/attached thereto UNTO and TO the Purchaser here to hold and to enjoy the same as absolute owners thereof with rights and privileges to use the common roads and passages and facilities attached thereto enumerated in Schedule-B hereto free from all encumbrances, charges, lien, claims or demands whatsoever, without leaving or reserving any rights, title or interest therein and together with all rights, privileges and appendages, appurtenant thereto, subject to the terms and conditions enumerated hereinafter.

2. THAT the Seller has delivered the vacant and physical possession of the demised unit no.....UNTO and TO purchaser hereto, complete in all respect.

3. THAT the purchaser shall use the demised property for residential purposes alone and shall not be entitled to carry out any commercial activity in the demised unit and shall not do any activity, which may cause nuisance/annoyance to other occupants of the Housing scheme. Any activity falling under the aforesaid restrictions shall be liable to be removed at the cost and expenses of the purchasers. This shall be applicable to the subsequent transferees also.

4. THAT the common roads and set backs of the aforesaid Housing scheme shall always be used and shall remain as common roads for egress and ingress purposes only and none will have any right to block or obstruct the same, by any means whatsoever. Any encroachment upon the common roads and facilities shall be unauthorized and will be liable to be removed without notice, at the cost and expenses of such encroacher.
5. THAT the purchaser before entering into the transaction have been and fully examined the measurements of the demised unit and are fully satisfied with the same and shall not make any claim whatsoever therefor in future.
6. THAT the Seller has provided overhead water tank with water lifting jet pumps therefor, lighting system for Common Roads, Generators for the Lighting of the Common Road and for water lifting pumps during emergency, lawns etc. in the Housing scheme. The spaces left for such purposes shall not be disturbed in any manner it is agreed between the of this that external color and design of the unit shall be decided by the Company and all residents shall follow this strictly to provide more decorative look of the colony. Whatsoever by the purchaser hereto and or the purchaser/occupant of other units of the Housing scheme.
7. THAT the purchaser declares and covenant with the seller as here under:
 - a) THAT the purchaser shall not be entitled to let out the demised unit to anyone, without written consent of the Seller and/or the Society/Association of the owners of Units of the Housing scheme as the case may be.
 - b) THAT the purchaser hereto as well as the purchaser/occupant of the other plots/portions of the said Housing scheme, shall be responsible and entitled to use and enjoy the common facilities and amenities provided in the said Housing scheme, jointly without causing any disturbances, interference and interruption to each other and without causing damage to such installations or to any portion of the said Housing scheme and shall also be responsible to pay the proportionate charges for the same, From the date of the possession. The seller shall not be liable for the same in anyway or manner. It shall be incumbent upon the purchaser hereto along with other purchaser/owner of the units to join and become member of society /Association to be formed for the management, supervision and maintenance of the Housing scheme and common facilities therein as detailed in schedules 'B' and 'C' hereto. The purchaser shall sign all papers and documents necessary as may be demanded by such Society/Association and shall pay all proportionate payments and

maintenance charges to the said Society/Association and shall abide with and will be bound by the Bye-laws of such Society/Association.

- c) THAT the purchaser shall become members of the Society / Association of the said Housing scheme so formed by the owners of the Unit of the said Housing scheme. It is further agreed that the purchaser shall not assign this privilege to their tenant occupants i.e. a mere occupant/tenant of a unit cannot become members of the said Association, but shall be liable to pay the charges /costs as may be determined and demanded by the Society / Association for the maintenance of the Housing scheme. In case the tenant/ occupant of the purchasers fail to pay the charges for maintenance the society shall have a right to recover the same from the purchaser hereto.
- d) THAT such Association shall have the right to levy proportionate service or maintenance charges (lump sum and / or recurring) on all Units owners of the Said Housing scheme including the Purchasers hereto, meet its expense on the upkeep running and maintenance of the common areas as well as utilities.
- e) THAT the basis of calculating the proportionate charges payable by the purchaser will be the proportion of the area of his subject unit and total land area of all units affected by that charges.
- f) THAT the Association or Society to be formed shall be liable to run and maintain the common facility area(s) and service in and around the Housing scheme through recurring charges and interest on Corpus fund to be contributed by each owner of the units of the Housing scheme. The maintenance of the Housing scheme and running of the common services shall be carried out by the seller least till the handing over to Association, and there after independently by the Society, as detailed in Schedules to this Deed.
- g) THAT if the interest accrued on the Corpus Fund is not sufficient to meet the maintenance expenses, the purchaser shall pay on demand to seller/ Association so formed, the proportionate amount of shortfall, which shall be decided by the Seller or the Association, as the case may be.
- h) THAT the expense for running and maintenance of alternate power supply to the individual Units through generator, if Provided to the purchaser hereto, shall proportionately be borne and paid by the purchaser hereto apart from the aforesaid maintenance charges. This alternate power supply shall be for limited prescribed load only.
- i) THAT in case of expenditure due to extra or other than routine repairs, the same shall be borne and paid by the purchaser proportionately as may be decided by the Association or the Seller as the case may be.

- j) THAT initially the maintenance and management of Housing scheme shall be undertaken by the Seller Company through itself or through any agency up till a period of two year from the date of first delivery of possession of Unit in Housing scheme to the Purchaser thereof or when the possession of 40% of the Units are delivered to the Buyers thereof, whichever is earlier. Thereafter the liability and responsibility of the maintenance of Housing scheme shall be upon the Society/Association of the owners of Units in the Housing scheme, which shall maintain and collect the additional amount, if any, from the owners of Units in Housing scheme for the smooth running and maintenance of the Housing scheme. The Seller Company shall handover the lumpsum maintenance deposit and the balance amounts of monthly recurring maintenance charges in its hand to such Society / Association.
- k) THAT the Seller Company is not bound to maintain the Housing scheme beyond the aforesaid stipulated period. It is only playing the role of maintenance facilitator till that period. If the purchaser of the Units of the Housing scheme including the purchasers hereto fail to form such Association/Society and such Association fails to take over the maintenance within that period, the Seller Company shall be authorized to cease the maintenance and return the interest free maintenance service and such other amounts lying with it, net of default of maintenance charges and interest, to individual allottees/Unit owners and discontinue the maintenance of the Housing scheme. (The seller company will not be liable for the said services in the Housing scheme.)
- l) THAT the purchaser will inform the Association, in case of any changes in their address as mentioned herein.
- m) THAT the green lawns within the inner gates of the Housing scheme shall be used by the purchaser of the units of Sanfran Estate, Lucknow and/or their representative/nominees only. The same will be handed over to the Association and thereafter same will be maintained by the Association only. Such lawns shall not be used for games other than specified by the Association and Seller as the case may be in no circumstances the same shall be used for playing game such as cricket, football or any field game or for conducting personal functions such as marriage, birthday parties etc.
- n) THAT the unsold Units shall always remain the property of the Seller or their nominee/s and the purchaser shall have no concern with the same.
- o) THAT the Purchaser and/or the Association/Society shall have no concern with the area provided for Shopping Convenience etc. in the Housing scheme, if provided therein.
- p) THAT the Purchasers shall permit the surveyor or agents of the Association with or without workmen, at all reasonable times, to enter the demised unit

thereon for the purposes of carrying out the maintenance, cleaning and keeping in order and good condition of all services, drains, pipes, cables etc. or other conveniences belonging to the said Housing scheme.

8. THAT the purchaser hereto agrees that in a Housing scheme projects, operation and maintenance of common services and necessary desirable facilities for its occupants/visitors are essential, which need special handling. Therefore, the purchaser and their tenant /licensee etc. will be bound individually and in association with other buyers/allottees to entrust the above job to the seller or any other agency deployed by the seller company for this purpose and to pay the charges thereof. The purchaser may be asked to furnish a one-time maintenance deposit, to be determined at the time of possession, with such Agency, as specified above. This one time maintenance shall remain as deposit with the seller/ RWA of the owners of the portions in Housing scheme and the interest earned on this amount will be utilized towards the maintenance/upkeep of all common services spaces of the Housing scheme.
9. THAT the purchaser hereto agree and do hereby covenant and declare that all the water pipelines, sewerage lines, cable and telephone lines, and electric lines have been laid/placed in the Housing scheme in such a manner that the same may be enjoyed jointly as well as independently, but then blockage in any one of such lines may adversely affect the entire system in the Housing scheme. As such the purchaser hereto and the owner /occupant of the other portions of the said Housing scheme shall not be entitled to make any addition or alteration in the sewerage lines, water pipelines, electric lines, for the common area etc. However if any repair is required the same shall be done with the prior consent and advise of the seller hereto and/or of the aforesaid Society/Association, as the case may be.
10. THAT all the services connections like electricity, telephone etc. for the demised unit shall be taken by the purchaser at their costs and expenses from the concerned departments without causing any damage to the Housing scheme.
11. THAT the purchaser shall not throw or accumulate or cause to be thrown or accumulated any rubbish, garbage, rags etc. in the open and common areas of the Housing scheme. The Purchasers /Occupants shall further not keep any inflammable or intoxicating articles, in the demised unit/Portions.
12. THAT the purchaser shall be entitled to get the demised unit thereon mutated in their names in the records of Nagar Nigam Lucknow or any other Department at their own costs and expenses for which the seller's consent shall be deemed by these presents only. The Seller hereto shall, at purchasers' costs and expenses, do and execute all

such acts, deeds and things, necessary for such mutation and for more perfectly assuring the demised property and every part thereof UNTO and TO the Purchasers hereto.

13. THAT after the execution and registration of this Sale Deed in respect of the aforesaid unit, the purchaser shall become absolute owner thereof and consequently they can sell, mortgage or encumber it in any manner whatsoever without casting any financial liability upon the Seller and subject to obtaining N.O.C from Seller Company /R.W.A.
14. THAT all the taxes including municipal taxes on the demised unit/Property with or without constitution shall be borne by the purchaser hereto proportionately or separately, as the case may be and the seller shall not be responsible therefore in any manner whatsoever.
15. THAT in the event any Sales Tax, GST or any other tax is imposed on the sale /Transfer of the demised Property hereto, the Purchaser alone shall be liable to bear the same.
16. THAT the Seller does hereby declare and covenant that the demised unit/Property is free from all encumbrances, charges, lien, claims.
17. THAT only the common services such as TUBEWELL, Electrical Installations, Common internal roads and lawns/parks etc. shall be transferred to Association of the Unit Owners of the Housing scheme. The Purchaser shall have no concern with Commercial Area, Left-out parking spaces, Convenience shopping space for school (If Provided) etc. This shall belong to the Seller Company only, unless allotted/Sold to any individual or Company.
18. THAT the Seller Company has provided internal services within the Housing scheme which include laying of roads, water lines, sewer lines, electric lines, arboriculture. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the Housing scheme to be connected to the internal services are to be provided by the development authorities/Nagar Nigam/Electricity department or related government authority and the Purchaser/(s) agrees not to raise any claim or dispute against the Seller in respect of infrastructure facilities as aforesaid provided by the public agencies.
19. THAT the Purchaser/agrees and understands that all the facilities and amenities in the Colony will be developed/Provided in Phases. The Completion of

Construction/Provision of all these facilities/amenities may go as long as the Completion of the entire Colony and therefore any/all these facilities/amenities may not be available at the time of handing over Possession of the Said unit and the Purchaser/agrees not to raise any objection/dispute in this regard.

20. THAT the said Housing scheme shall always be known as “**Sanfran Estate**” which name shall not be changed by anyone whomsoever.

21. THAT the Purchasers shall have no concern with the other Blocks of the Housing scheme and/or Common Services/Services Lines etc. thereof.

22. THAT the Stamp duty, registration fee etc. i.e, all expenses for the execution and registration of this Sale Deed are being borne by the Purchaser hereto and the Seller shall not be liable therefor.

THAT the PAN of Seller Company is and that of the Purchaser is.....

SCHEDULE ‘A’ OF PAYMENT

SCHEDULE ‘B’

Common facilities and amenities attached to the demised Plot:-

1. Generators to be operated during load shedding for lighting in the common roads and for water lifting pumps of overhead water tank in the Housing scheme.
2. Underground Reservoir Tanks.
3. Sewer Lines, Main waterline and electric lines for the lighting etc. in the Common Area Internal road light poles.
4. Common Bathrooms and Toilets, if provided.
5. Internal metalled roads/Cement Concrete Passages.
6. Lawns.

SCHEDULE ‘C’

Costs, expense, outgoing and obligation for which the owners/occupants of all the Units shall be liable to Contribute Proportionately:-

1. The expenses for maintaining, repairing the water and drainage system and supply of electricity to common areas and lights, internal roads, lawns, open space etc.
2. Cost of cleaning and lighting of the Common area, passages, Corridors etc.

3. Salary, wages, fees and remuneration of Lawyers, Engineers, Accountants, Technicians Servants, Sweepers, Plumbers, Electrician, and Security Guard etc. who's appointments may be considered necessary for maintenance, Protection and Security of the Housing scheme and administration of the affairs thereof.
4. All expenses of Common Services and in Connection with common areas and facilities.
5. Premium for insurance of the Housing scheme against risks of Earth quake and fire etc.
6. Costs and expenses in connection with the formation of Society of Unit owners herein Provided.
7. Such other expenses as are necessary for or incidental to the maintenance and upkeep of the Complex and of Common areas, facilities and amenities.

IN WITNESS WHEREOF the First Party and Second Party named above have signed this Agreement in a state of sound health and mind, without any coercion, undue influence in the presence of witnesses on the day, month and year first above written.

WITNESSES:

1. Witness-1

Sri S/o R/o

2. WITNESSES:2

Sri S/o R/o

Date –

Drafted By:, Advocate, Tehsil Campus,(Registration No.)

Type By: