

OFFICE NAME : **SUB-**
REGISTRAR, ZONE-II, KANPUR 2
NAGAR.

Date of Execution :

Name of Presenter : **Shri Vivek Dwivedi**, adult, son of Late Lal Ji Dwivedi, Resident of 4/14, Civil Lines, Gwaltoli, Kanpur Nagar.

Nature of Document : SALE DEED

Sale Consideration : Rs./-

Market Value as per D.M.

Circle rate : Rs./-

Name of the Sellers/Vendors : **1-SHREESRI BUILDTECH PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory-**Shri Vivek Dwivedi**, adult, son of Late Lal Ji Dwivedi, Resident of 4/14, Civil Lines, Gwaltoli, Kanpur Nagar, Company PAN No: AAJCS9291F. **2-VINAYAK SHREE REAL ESTATE PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered office at 3rd Floor, SGM Plaza, 8/226, Arya Nagar, Kanpur Nagar-208002 through its **Authorized Signatory Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, Company **PAN No: AACCV0496N**. **3-TRENDY BUILDCON PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered office at 6926, Jaipuria Mills, Clock Tower, Subzi Mandi, Delhi- 110007 through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, Company PAN No: AACCT3776D. **4-JAI LAND DEVELOPERS PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi-110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, Company PAN No: AABCH6658R. **5-HI-STYLE REALTOR PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi-110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, Company PAN No: AABCH6658R. **6-SUPERFLY BUILDTECH PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, Company PAN No: AAJCS5983Q. **7-SAKJ HOME PROJECTS PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, Company PAN No: AAJCS9292G. **8-SPRP REAL ESTATE PVT. LTD.**, a Company duly incorporated under the provisions of

the Companies Act, 1956, having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi-110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri³ Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, Company PAN No: AAJCS9293H. **9-SA HOME AND ESTATE PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, Company PAN No: AAJCS9288C. **10-SPA PROPESTATE PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi-110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, Company PAN No: AAJCS9287P. **11-SMILE CONSTRUCTION PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi-110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, Company PAN No: AAKCS3854R. **12-VINAYAK SHREE DEVELOPERS (P) LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered office at 3rd Floor, SGM Plaza, 8/226, Arya Nagar, Kanpur Nagar-208002 through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, Company PAN No: AABCV7715R.

Shri Vivek Dwivedi

**Mob. No. 9793251750, Occupation-Advocate
Aadhaar No. 2682 8548 6159**

Shri Aniruddh Trivedi

**Mob. No. 9936944425, Occupation-Service
Aadhaar No. 5316 3894 9843**

Name of Purchaser(s)/Vendee(s) : **1., PAN:, Mob. No., Occupation-Business, Aadhaar No.**

&

Resident of

DESCRIPTION OF PROPERTY

1. Place : **VINAYAK SHREE NRI CITY, Village-Katri Kheora, Post Office-Nawabganj, Pargana, Tehsil & District-Kanpur Nagar, U.P.**
2. Plot No. : **Part of Plot No. GH-1**
3. Flat No. & Floor No. : **Flat No. on Floor**
4. Block No. : **B-3 (Topaz)**
5. Total land area : **77,127.37 Sq. Meter**

6. Total proposed built up area of the multistoried complex : **4** 3,58,276.95 Sq. Meter
7. Undivided proportionate share in the land hereby sold: Sq. Meter
8. Built up area of the flat hereby sold : Sq. Meter
9. Carpet area of the flat hereby sold :Sq. Meter
10. **Common Facilities**
 - (a) Parking 10% : Yes
 - (b) Power backup 02% : Yes
 - (c) Security Guard 02% : Yes
 - (d) Community Center 05% : Yes
 - (e) Swimming Pool 03% : No
 - (f) Gym 02% : Yes
 - (g) Lift 02% : Yes

Total - 26% but payable 23%
11. Nature of use : Residential
12. Nature of construction : R.C.C.
13. Number of stories : Stilt plus 14 storied
14. Year of construction : New Construction
15. Width of Road : 30.00 Meter wide road
16. **BOUNDARIES OF PART OF PLOT NO. GH-1 SITUATED AT VINAYAK SHREE NRI CITY, VILLAGE-KATRI KHEORA, POST OFFICE-NAWABGANJ, PARGANA, TEHSIL & DISTRICT-KANPUR NAGAR, U.P. KNOWN AS "NRI HEIGHTS".**
 - North : 30.00 Meter wide road thereafter park
 - South : others land
 - East : 24.00 Meter wide road
 - West : other residential plots of Vinayak Shree NRI City
17. **BOUNDARIES OF FLAT NO. ON FLOOR IN BLOCK B-3 (Topaz) SITUATED AT PART OF PLOT NO. GH-1 VINAYAK SHREE NRI CITY, VILLAGE-KATRI KHEORA, POST OFFICE-NAWABGANJ, PARGANA, TEHSIL & DISTRICT-KANPUR NAGAR, U.P. KNOWN AS "NRI HEIGHTS" HEREBY SOLD :-**
 - North :
 - South :
 - East :

West :

NOTE: There is two side roads and park facing the property hereby sold.

DETAILS OF STAMP DUTY PAID

- | | | |
|---|---|----------|
| 1. Fixed Circle Rate of land | : | Rs. |
| 2. Fixed Circle Rate of construction | : | |
| 3. Value of land | : | |
| 4. 20% Extra value for two side roads & park facing | : | |
| 5. Value of construction | : | |
| 6. Total Value of land & construction: | : | |
| 7. 23% Value of Common Facilities | : | |
| 8. Total value of Flat hereby sold
As per D.M. Circle Rate | : | |
| 9. Stamp duty payable by the
Vendee No.1 | : | |
| 10. Stamp duty payable by the
Vendee No. 2 | : | |
| 11. Total Stamp paid | : | |

Note-Stamp Certificate No. :

Note : (Vendees are purchasing the aforesaid Flat in equal share)

SALE DEED

THIS DEED OF SALE is made and executed at Kanpur Nagar, Uttar Pradesh.

BY

1-SHREESRI BUILDTECH PVT. LTD., a Company duly incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identity No. U45201DL2006PTC144675 having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory- **Shri Vivek Dwivedi**, adult, son of Late Lal Ji Dwivedi, Resident of 4/14, Civil Lines, Gwaltoli, Kanpur Nagar, duly authorized by the resolution dated 30/04/2018 passed by the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators,

liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc.,

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2-VINAYAK SHREE REAL ESTATE (P) LTD., a Company incorporated under the Companies Act, 1956, bearing Corporate Identity No. U45201UP2005PTC029880, having its registered office at 3rd Floor, SGM Plaza, 8/226, Arya Nagar, Kanpur Nagar -208002, through its Authorized Signatory- **Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, duly authorized by the resolution dated 16/12/2014 passed by the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc., **3-TRENDY BUILDCON PVT. LTD.,** a Company duly incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identity No. U92141DL2005PTC138050 having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, duly authorized by the resolution dated 17/12/2014 passed by the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc., **4-JAI LAND DEVELOPERS PVT. LTD.,** a Company duly incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identity No. U74899DL2005PTC144001 having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, duly authorized by the resolution dated 17/12/2014 passed by the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc., **5-HI-STYLE REALTOR PVT. LTD.,** a Company duly incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identity No. U45201DL2005PTC143997 having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, duly authorized by the resolution dated 17/12/2014 passed by the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc., **6-SUPERFLY BUILDTECH PVT. LTD.,** a Company duly incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identity No. U45201DL2005PTC140609 having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, duly authorized by the resolution dated 17/12/2014 passed by the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc., **7-SAKJ HOME PROJECTS PVT. LTD.,** a Company duly incorporated under the provisions of the Companies Act,

1956, bearing Corporate Identity No. U74899DL2006PTC144687 having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi-110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, duly authorized by the resolution dated 17/12/2014 passed by the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc., **8-SPRP REAL ESTATE PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identity No. U45210DL2006PTC144689 having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, duly authorized by the resolution dated 17/12/2014 passed by the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc., **9-SA HOME AND ESTATE PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identity No. U74899DL2006PTC144691 having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi-110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, duly authorized by the resolution dated 17/12/2014 passed by the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc., **10-SPA PROPESTATE PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identity No. U45201DL2006PTC144690 having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, duly authorized by the resolution dated 17/12/2014 passed by the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc., **11-SMILE CONSTRUCTION PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identity No. U45201DL2006PTC145039 having its Registered office at 6926, Jaipuria Mill, Clock Tower, Subzi Mandi, Delhi- 110007, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov Kush Vihar, Naubasta, Kanpur Nagar, duly authorized by the resolution dated 17/12/2014 passed by the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc., **12-VINAYAK SHREE DEVELOPERS PVT. LTD.**, a Company duly incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identity No. U45201UP2002PTC026878 having its Registered office at 3rd Floor, SGM Plaza, 8/226, Arya Nagar, Kanpur Nagar -208002, through its Authorized Signatory-**Shri Aniruddh Trivedi**, adult, son of Shri Shiv Dutt Trivedi, Resident of 277/22, Lov

Kush Vihar, Naubasta, Kanpur Nagar, duly authorized by the resolution dated 15/12/2014 passed by the Board of Directors of the Company, which expression shall unless repugnant to the⁸subject or context mean and include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys, nominees and assigns etc.

(The Executant No.1 hereinafter referred to as the **Land Owner/Builder/Vendor No. 1**)

(The Executant No. 2 hereinafter referred to as the **Land Owner/ Vendor No. 2**)

(The Executant Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 hereinafter collectively referred to as the **Vendor No. 3**)

(The **Vendor No. 1, Vendor No. 2 and Vendor No. 3** hereinafter collectively referred to as the **VENDORS**), the parties of the FIRST PART;

IN FAVOUR OF

.....
.....; which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her/their/its, executors, administrators, successors in interest, liquidators, official, official receivers, attorneys and assigns etc. (hereinafter referred to as the "PURCHASER(S)/ VENDEE(S)" of the OTHER PART.

WHEREAS the Vendors are the lawful, sole and absolute owners of Flat No. on Floor in Block No. having built up area admeasuring **Sq. Meters** & Carpet area admeasuring Sq. Meters in High Rise Multi-storied Building/Group Housing Complex built over the Part of Plot No. GH-1 situated at VINAYAK SHREE NRI CITY, Village-Katri Kheora, Post Office-Nawabganj, Pargana, Tehsil & District-Kanpur Nagar, U.P. Known As NRI HEIGHTS, more particularly detailed and bounded as given at the top of the Sale Deed together with undivided share in the land underneath admeasuring Sq. Meters; hereinafter referred to as the "**said Flat**".

AND WHEREAS The Land Owner/Vendor No. 2 along with its Group/Associate Companies and certain Individuals have purchased the land in the Villages Katri Kheora and Kheora Khachchar, Post Office-Nawabganj, Pargana, Tehsil & District Kanpur, U.P. and have obtained respective necessary licenses, permissions, approvals and NOCs from the various Authorities/Departments of the Central and State Government for the promotion and development of a Integrated Township Project thereon in terms of U.P. State Government Notification No. 2711/AATH-1-05-34 VIVIDH/2003 dated May 21st 2005 as amended.

AND WHEREAS the Land Owner/Vendor No.2 (being lead member of consortium) has obtained license (License No. 1/2007 Int.HS dated 18/01/2007) under consortium for Development of Integrated township Housing Scheme at Village-Katri Kheora and Kheora Kacchar, Kanpur Nagar and have submitted its layout Plan of land situated at Villages- Katri Kheora and Kheora Kachhar,

Kanpur Nagar to the Kanpur Development Authority hereinafter referred to as K.D.A. The Layout Plan so submitted has been approved by the K.D.A. vide its Permit No. R/1019CTP/11-12⁹ dated 19/03/2012 and Map No. 323/R/1019CTP/11-12 dated 19/03/2012 and Subsequently Layout Plan was revised vide Permit No.2/L/14-15 Permit dated 04/06/2015 and Map No.37/02/L/14-15 dated 05/06/2015 and subsequently Layout Plan has been revised vide Permit No.02/ENF/14-15 Permit dated 27/04/2017 and Map No. D/28/02/ENF/14-15 dated 29/04/2017 and may be any change or revision thereof as permissible under the law without affecting the interest of the Allottee(s)/Vendee(s) and has named it as the **“VINAYAK SHREE NRI CITY, Kanpur”** (hereinafter referred to as the "said Integrated Township"). The Land Owner/Vendor No.2 has taken up and is executing the aforesaid project in its own name.

AND WHEREAS the total land area of Plot No. GH-1 is admeasuring 80,709.37 Sq. Meters, but the Land Owner/Vendor No. 2 has submitted building plan in K.D.A. and the same has been sanctioned over land admeasuring 66,464.34 Sq. Meters vide No. 185/942/Bhawan/2011-12 dated 03.11.2012 and Permit No.942/Bhawan/2011-12 dated 02.11.2012. The Land Owner/Vendor No. 2 has also submitted layout plan of land admeasuring 10,663.03 Sq. Meters to K.D.A. and the same has been sanctioned as mentioned aforesaid, total land admeasuring 77,127.37 Sq. Meters, excluding land admeasuring 2,780.00 Sq. Meters for Club and land admeasuring 802.00 Sq. Meters as unacquired land out of total land area.

AND WHEREAS parking spaces, servant quarters, club with independent access, convenient shops, covered garage/store and the terrace of the top floors and such spaces/ areas as may be provided in the buildings constructed or to be constructed over said part of Plot No. GH-1 are declared as separate INDEPENDENT AREAS.

AND WHEREAS The Land Owner/Vendor No.2 entered into Builder Agreement with Land Owner/Builder/Vendor No. 1 to construct High Rise Multi-storied Building/Group Housing Complex over the Part of Plot No. GH-1 situated at VINAYAK SHREE NRI CITY, Village-Katri Kheora, Pargana, Tehsil & District-Kanpur Nagar, U.P. executed on 21.05.2011 & presented on 23.05.2011 duly registered in the Office of Sub-Registrar, Zone-II, Kanpur Nagar in Bahi No. 1, Jild No. 4894, Pages 329 to 800 at Serial No. 2454 on 23.05.2011.

AND WHEREAS after the approval of Building Plan by the K.D.A., in accordance with the arrangements among the Vendor No. 1 to 3, the **Said Flat** was identified belonging to Vinayak Shree Real Estate (P) Limited and Shreesri Buildtech Private Limited who are the owners/beneficiary of the **Said Flat**. The Vendor No. 3 have no right, title and interest in the **Said Flat**, but are joining as Vendors to avoid any future legal complication.

AND WHEREAS pursuant to the aforesaid Builder Agreement, the Land Owner/Builder/Vendor No. 1 has completed the construction of the High Rise Multi-storied Building / Group ¹⁰Housing Complex consisting of Flats at Block No. B-1, B-2, B-3, B-4, B-5, B-6, D-1, D-2, D-3 & A-7 with certain common facilities and amenities according to sanctioned Building Plan on the **said Land** known as **NRI HEIGHTS**.

AND WHEREAS the **Said Flat** is free from all sorts of encumbrances, charges, mortgages, attachments, demands, any prior Agreement to Sell and has not been attached or is under Auction under any order or decree of any Court whatsoever, whether Civil, Revenue or Criminal nor the Vendors have mortgaged the **Said Land/ Said Flat** nor is given in security nor the Vendors have been restrained by order of any court or authority from transferring, alienating, assigning or selling the entire or any part thereof, which is free from all Latent and Patent defects.

AND WHEREAS the Land Owner/ Builder/ Vendor No.1 has registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules made there under as amended up-to-date hereinafter called (RERA) with the Real Estate Regulatory Authority at Lucknow on 27.07.2017 vide registration No. UPRERAPRJ1234.

AND WHEREAS the Purchaser(s)/Vendee(s) has/have inspected all title deeds, documents and sanctions and all plans of the Land Owner/ Builder/ Vendor No.1 and Land Owner/Vendor No. 2 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(s)/Vendee(s) undertakes not to raise any objections or claims in respect thereof. The Purchaser(s)/Vendee(s) also covenants with the Land Owner/ Builder/ Vendor No.1 that he/she/they/it has/have full knowledge and understanding of all laws, rules, regulations, notifications etc. applicable to the area in general and to the said Integrated Township named 'Vinayak Shree NRI City' in particular and the Purchaser(s)/Vendee(s) has/have seen and understood all plans, designs and specifications, material used in respect of the said Flat of NRI HEIGHTS and understood above all the specifications, common facilities and amenities like road from entrance, electric lines, water, sewer drainage etc.. The Land Owner/ Builder/ Vendor No.1 has given all the copies of title papers, layout plans, sanctions, permits and other related documents to the Purchaser(s)/Vendee(s) and the Purchaser(s)/Vendee(s) hereby confirms having received the same.

AND WHEREAS the Purchaser(s)/Vendee(s) has/have fully satisfied himself/herself/themselves/itself as to the sanctions, approvals, layout, NOC's etc. in respect of the development and promotion of the **said NRI HEIGHTS** including that of the **said Flat** which has been carried out and done by the Vendor(s).

AND WHEREAS the Purchaser(s)/Vendee(s) has/have applied for the flat and paid advance/token amount of **Rs.**/-vide cheque/demand draft No. dated drawn onin

favour of the Land Owner/Builder/Vendor No. 1 and/or Land Owner/Vendor No. 2 for the allotment of a Flat in **Said NRI HEIGHTS** built over the part of Plot No. GH-1 situated within ¹¹the said Integrated Township and it/they in exercise of powers vested into it, has/have allotted a Flat in the **Said NRI HEIGHTS** which being numbered as Flat No. on Floor in Block No. having built up area admeasuring Sq. Meters & Carpet area admeasuring Sq. Meters in High Rise Multi-storied Building/Group Housing Complex built over the Part of Plot No. GH-1 situated at VINAYAK SHREE NRI CITY, Village-Katri Kheora, Post Office-Nawabganj, Pargana, Tehsil & District-Kanpur Nagar, U.P. Known as NRI HEIGHTS, more particularly detailed and bounded as given at the top of this Sale Deed alongwith **one covered car parking** in the **Ground Floor** on the terms and conditions contained in the (hereinafter referred to as the **Said Letter of Allotment**) issued by the Land Owner/Builder/Vendor No. 1 and/or Land Owner/Vendor No.2 in favour of the Purchaser(s)/Vendee(s) to his/her/their/its complete satisfaction as to the covenants enumerated therein, duly acknowledged by the Purchaser(s)/Vendee(s).

AND WHEREAS the Parties, relying on the confirmations, representations and assurance of each other to faithfully abide by all the terms, conditions and stipulations contained in this sale deed and all applicable laws, are now willing to purchase on the terms and conditions appearing hereinafter.

AND WHEREAS the Purchaser(s)/Vendee(s) has/have agreed to purchase and the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 have agreed to sell the on in High Rise Multi-storied Building/Group Housing Complex built over the Part of **Plot No. GH-1** situated at 'Vinayak Shree NRI City', Katri Kheyora, Post Office-Nawabganj, Kanpur Nagar, known as **Said NRI HEIGHTS** with right to use and enjoy all the common amenities and facilities to be provided in the **Said NRI HEIGHTS/High Rise Multi-storied Building/Group Housing Complex** and appurtenant thereto, having **built up area admeasuring Sq. Meters**, detailed and bounded as given at the top of this deed of sale along with **One Car Parking space** on the **Ground Floor**, for a total sale consideration of **Rs./- (Rupees only)** which is most reasonable and fair market price for the same and also accepted by the Purchaser(s)/Vendee(s), as per **Said Letter of Allotment**. The Vendors have legal, valid and subsisting right to sell/ transfer the **Said Flat** and now there is no impediment to transfer the same.

NOW THEREFORE, THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of the aforesaid understanding and in consideration of payment of sale consideration of **Rs./- (Rupees only)**, paid by the Purchaser/Vendee(s) to the Land Owner/Builder/Vendor No. 1 and/or Land Owner/Vendor No. 2, the details of which are given in the Schedule of Payment at the foot of

this sale deed, receipt of which they hereby acknowledge and confirm and the Purchaser/Vendee(s), ¹² agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions contained herein and as contained in the **Said Letter of Allotment**, executed between the Land Owner/Builder/Vendor No. 1 and/or Land Owner/Vendor No. 2 and the Purchaser/ Vendee(s), the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 do hereby convey/transfer/sell the **Said Flat No. on in Block No.....** having **built up area admeasuring Sq. Meters** of which **Carpet area admeasuring Sq. Meters** in High Rise Multi-storied Building/Group Housing Complex built over the Part of **Plot No. GH-1** situated at 'Vinayak Shree NRI City', Katri Kheyora, Post Office-Nawabganj, Pargana, Tehsil & District-Kanpur Nagar, known as **Said NRI HEIGHTS**, more particularly detailed and bounded as given at the top of the sale deed and for better clearness delineated in the map annexed hereto together with **undivided proportionate share in the land underneath admeasuring Sq. Meters** alongwith the right to use **one car parking space in Ground Floor** with right to use all the common amenities and facilities as provided in the said building complex known as **Said NRI HEIGHTS** and all easement and appurtenances attached with the **Said Flat** forever TO and UNTO the Purchaser/Vendee(s) TO HOLD and ENJOY the same peacefully without any disturbance either by the Vendors or any person(s) claiming through or under it and the Vendors have put the Purchaser/Vendee(s) in actual physical possession of the **Said Flat** hereby sold to the Purchaser/Vendee(s).

2. That the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 do, hereby admits and acknowledges the payment of sale consideration of **Rs./-(Rupees only)** as described in Schedule of payment of this sale deed, now nothing remained due from the Purchaser(s)/Vendee(s) to the Vendors pertaining to this sale consideration of the Said Flat hereby sold to the Purchaser(s)/Vendee(s).
3. That the actual, vacant, physical and peaceful possession of the **Said Flat** admeasuring Sq. Meter and undivided proportionate share in the land underneath admeasuring Sq. Meter have been delivered to the Purchaser(s)/Vendee(s) simultaneously with the execution of this Deed of Sale and the Purchaser(s)/Vendee(s) confirm the taking over of the actual, vacant, physical and peaceful possession of the **Said Flat** and undivided share in the land underneath after satisfying himself/ herself/themselves/itself as to the area, dimensions, construction quality, specifications, amenities, facilities, measurements etc. of the **Said Flat** and undivided share in the land underneath.

4. That all rights, title and interest of the Vendors in the **Said Flat** and undivided share in the land ¹³ underneath are transferred to the Purchaser(s)/Vendee(s) absolutely and shall now vest in the Purchaser(s)/Vendee(s) hereto simultaneously with the execution of this sale deed and the Vendors or any person(s) claiming through or under it will have now no right, title and/or interest therein whatsoever.
5. That the Vendors, its legal representatives, directors, administrators, attorneys, assignees etc. will upon the request of the Purchaser(s)/Vendee(s) do and execute and cause to be done and execute all such acts, deeds and things necessary for more perfectly assuring the **Said Flat** and undivided share in the land underneath hereby sold to the Purchaser(s)/Vendee(s).
6. That the Purchaser(s)/Vendee(s) shall be authorized to get his/her/their/its name/s mutated in the relevant records of any authority/ies or wherever it be necessary in respect of the **Said Flat** and undivided share in the land underneath hereby sold/transferred and if, for the said purposes, any documentary or oral evidence or consent of the Vendors shall be required, the Vendors shall be ready to give such consent and Co-operation at the cost & expenses of the Purchaser(s)/Vendee(s) and this deed of sale itself shall ever be construed as due consent of the Vendors.
7. That the NRI Heights Residents Welfare Association hereinafter referred to as Association of Allottee(s) has already been formed who is maintaining the common areas including common utilities, services, facilities, amenities etc.
8. That the Purchaser(s)/Vendee(s) compulsorily be the member of Association of Allottee(s) and shall follow all the rules and regulation of the Association of Allottee(s) and shall also sign all the necessary papers etc. in this respect. The Purchaser(s)/Vendee(s) and all subsequent buyers shall pay proportionate cost and expenses in respect thereof on prorata basis as may be decided by the Association of Allottee(s) and demanded from time to time.
9. That the Vendors and Purchaser(s)/Vendee(s) do hereby covenant and declare that the **Said Flat** hereby sold is not assessed by Kanpur Nagar Nigam, Kanpur JAL KAL for municipal tax purposes and the Purchaser(s)/Vendee(s) shall be responsible to get it assessed and pay taxes etc. in regard to the **Said Flat** hereby sold from the date of execution of this sale deed. However, in case the Purchaser(s)/Vendee(s) have to pay any amount of said municipal taxes on account of the Vendors, the Vendors shall pay the same to the Purchaser(s)/Vendee(s) within 30 days, but if the vendors fail to pay the Purchaser(s)/Vendee(s) shall be entitled to realize the same from the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2.

10. That the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 do hereby agree and ¹⁴ declare to the Purchaser(s)/vendee(s) that in case the Purchaser(s)/vendee(s) is/are deprived of the **Said Flat** and undivided share in the land underneath hereby sold/transferred by reason of any defect found in the title and possession of the Vendors, the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 will pay to the Purchaser(s)/vendee(s) the whole or parts amount of sale consideration of the **Said Flat** and undivided share in the land underneath hereby sold/transferred as the case may be alongwith interest at bank rate.
11. That the total price of **said Flat** includes recovery of price of land, the common areas, internal development charges, external development charges, taxes, cost of providing electrical connectivity to the **said Flat**, water line, sewer line, fire detection and firefighting equipments in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the **said Flat** and the project.
12. That it is agreed that the Land Owner/ Builder/ Vendor No.1 shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the **said Flat**/Apartment without the previous written consent of the Purchaser(s)/Vendee(s) and such consent shall not be unreasonably withheld by Purchaser(s)/Vendee(s). Provided that the Land Owner/ Builder/ Vendor No.1 may make such minor additions or alterations as may be required by the Purchaser(s)/Vendee(s), or such minor changes or alterations permitted as per the law.
13. That the Purchaser(s)/Vendee(s) undertake/s that the **Said Flat** hereby sold shall always be used for residential purposes only. The Purchaser(s)/Vendee(s) shall not use the **Said Flat** hereby sold for any purpose which is prohibited or forbidden or not permitted under any law or order for the time being in force or which may be illegal. The Purchaser(s)/Vendee(s) shall not carry out any commercial/professional/illegal activities nor will use the same for any other purposes which may or is likely to cause nuisance or annoyance to other Flat owners/legal occupiers or for any illegal or immoral purposes or to do or to suffer anything to be done in or about the **Said Flat** hereby sold or in any manner interfere with the use of space, passage or amenities and facilities available for common use. Any change in the specified use, which is not in consonance with the sanctioned building plan of the **Said NRI HEIGHTS** or is detrimental to the public interest will be treated as a breach of the condition entitling the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 and/or Maintenance Agency or Association of Allottee(s) to initiate and seek appropriate remedy which may be then available, against the Purchaser(s)/Vendee(s) for such violation.

14. The Purchaser(s)/Vendee(s) shall not make any hole or opening in any wall of the **Said Flat/Said** ¹⁵ **NRI HEIGHTS** and shall not make any cuttings nor will dig or damage the roads connected to the said High Rise Multi-storied Building/Group Housing Complex built over part of **Plot No. GH-1** without written permission of the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 and/or Association of Allottee(s). The Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 and/or Association of Allottee(s) may permit road cuttings, if necessary on the condition to seek written permission and to deposit the cost for restoring the road to its original condition by the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 and/or Association of Allottee(s).
15. That the Purchaser(s)/Vendee(s) shall not sub-divide or amalgamate the **Said Flat** hereby sold or any part thereof with the interest of the **Said Flat** hereby sold with any other Flat owner or occupier in the **Said NRI HEIGHTS** without taking prior written approval of the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 and/or Association of Allottee(s).
16. That the Purchaser(s)/Vendee(s) shall not alter or make changes in the civic infrastructure or amenities like water line, gas line, sanitation, electricity fittings etc. In any manner whatsoever.
17. That the undivided proportionate share in the land/common areas shall vest in the Association of Allottee(s) and transfer the possession thereof to the Association of Allottee(s).
18. That the Purchaser(s)/Vendee(s) hereby undertake/s that the Vendors have made provision for the gate for entrance to the Integrated Township 'Vinayak Shree NRI City' as well as a gate of **Said NRI HEIGHTS**, the Purchaser(s)/Vendee(s) shall has/have egress and ingress to his/her/their/its respective Flats through designated gates only and he/she/they/it will not be entitled to break or make any opening in their back/side/front wall or fix any other gate or to make any provision for egress and ingress from the campus directly from his/her/their/its respective Flat.
19. That the Purchaser(s)/Vendee(s) shall duly abide by the air, water and noise laws of pollution and shall not make any kind of pollution creating noise by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Integrated Township as well as **said NRI HEIGHTS**; save and except at areas/places specifically earmarked for these purposes within the said **Integrated Township/ said NRI HEIGHTS**.
20. That the Purchaser(s)/Vendee(s) hereby agree/s and covenant/s that he/she/they/it shall neither at any time demolish or damage or cause to be demolished or damaged the **said Flat** hereby sold or any part of the

said NRI HEIGHTS and shall not make any addition or structural changes which might¹⁶ prejudicially affect the safety, security, beauty & fascia of the **said Flat** hereby sold and/or **said NRI HEIGHTS** nor cause inconvenience to any other flat owners/occupiers of the **said NRI HEIGHTS**. The Purchaser(s)/Vendee(s) shall have right to make any internal addition or alteration in the **said Flat** hereby sold at his/her/its own cost without adversely affecting the strength of the building or outer elevation and facia of the **said NRI HEIGHTS** nor shall the Purchaser(s)/Vendee(s) affect any change in the outside colour scheme of the **said NRI HEIGHTS**. The Purchaser(s)/Vendee(s) shall not use the Verandah/Balconies/obbies/Passages/ Podium, road etc in such a manner as could cause any inconvenience to the other flat owners/occupiers or cause damage or harm to the aesthetic value and elegance and appearance of the **said NRI HEIGHTS**. The Purchaser (s)/Vendee(s) shall have right to use and enjoy all the facilities and amenities of the '**said integrated township**' and **said NRI HEIGHTS** intended for common use.

21. That the Purchaser(s)/Vendee(s) shall not throw or cause to be thrown or accumulated any rubbish, dirt, garbage or rags etc. in the common areas or passages or in any other portion of the building. All common areas, facilities and amenities are meant for the beneficial use and enjoyment of all the flat owners/occupiers of the **said NRI HEIGHTS** without causing hindrance or inconvenience to each other and the Purchaser(s)/Vendee(s) shall has/have no claim or right to use exclusively any open space, stair-cases, lobbies, elevator/lift, common entrances, common passages, terraces and all other common areas, facilities and amenities of any kind whatsoever.
22. That by transfer of proportionate undivided share in the land underneath shall only mean, the transfer of right in the land underneath in perpetuity, however, the Purchaser(s)/Vendee(s) shall not be entitled to claim any partition in the **Said Land** till the demolition of the entire **Said NRI HEIGHTS/Group Housing Complex**.
23. That the Purchaser(s)/Vendee(s) hereby undertake/s to pay directly to the Central Govt. /U.P Government/ Local Authority or the K.D.A. or Kanpur Nagar Nigam or Kanpur Jal Kal etc. to be imposed in future all rates, taxes, charges etc. and assessments of every description including Cess, Property Tax etc., which are now or may at any time hereafter be assessed, charged or imposed upon the **Said Flat** hereby sold from time to time and at all times from the date of the execution of this sale deed.
24. That the Purchaser(s)/Vendee(s) or legal occupier/resident of the **Said Flat** will park his/her/their/its vehicle at the allotted parking space without disturbing to the movement of other vehicles and visitor/s will park his/her/their vehicles at the specified place of parking prescribed by

the Land Owner/Builder/Vendor No. 1 and/or Association of Allottee(s) and shall not create any¹⁷ hindrance/obstruction to the peaceful enjoyment of the roads, common areas, facilities & amenities in the said Integrated Township as well as **Said NRI HEIGHTS**.

25. That the Purchaser(s)/Vendee(s) agree/s and undertake/s that he/she/they/it shall not display any name, address, signboard, advertisement or publicity material, bill boards, hoardings or advertisement etc. in his/her/their/its Flat or anywhere in the said Integrated Township as well as **Said NRI HEIGHTS**. The Purchaser(s)/Vendee(s), however, shall be permitted to place his/her/their/its name plate at the entrance to his/her/their/its Flat only at the designated place specified for this purpose.
26. That the Purchaser(s)/Vendee(s) hereby covenant/s with the Vendors that he/she/they/it shall comply with and carry out from time to time, all such requirements, requisitions, demands and repairs as per the rules and regulations or directives of K.D.A./Kanpur Nagar Nigam/Kanpur Jal Kal/ Government or any other competent authority in respect of the **Said Flat** hereby sold at his/her/their/its cost and the Purchaser(s)/Vendee(s) shall keep the Vendors indemnified/secured and harmless against all losses, damages, costs and consequences and all losses, damages arising on account of non-compliance with the said requirement, requisitions, demands etc. but the Purchaser(s)/Vendee(s) shall not be liable for any loss occurred due to any default of Vendors.
27. That the Purchaser(s)/Vendee(s) do hereby agree/s and covenant/s with the Vendors that he/she/they/it will become member of the Association of Allottee(s) or any other incorporated body to be framed by the Association of Allottee(s).
28. That the Purchaser(s)/Vendee(s) hereby agree/s and understand/s that, except the **Said Flat** hereby sold through this Sale Deed, all other areas, facilities and amenities are specifically excluded from the scope of this Sale Deed and exclusively and absolutely belong to the Vendors. However the Purchaser(s)/Vendee(s) shall be entitled to use all common roads, areas, facilities & amenities as provided in the **said NRI HEIGHTS** subject to the provisions and restrictions given/mentioned in this sale deed and the Purchaser(s)/Vendee(s) shall not be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in such areas, facilities and amenities. The Purchaser(s)/Vendee(s) hereby agree/s and acknowledge/s that the management and control of such areas, facilities and amenities shall vest exclusively and absolutely with the Association of Allottee(s) and their usage and manner/method of use shall be at the sole discretion of the Association of Allottee(s).
29. That no functions and/or meetings shall be allowed to be held in the common open spaces but if, it be necessary, can be held in the common open spaces of the **Said NRI HEIGHTS** with prior written permission

of the Association of Allottee(s) on such terms and conditions as may be prescribed in accordance with **18** the bye-laws of the Association of Allottee(s).

30. That the Association of Allottee(s) will be responsible to maintain the common areas and also run and maintain the common utilities/services, facilities, amenities etc.
31. That the Purchaser(s)/Vendee(s) shall also be liable to pay to Association of Allottee(s), the maintenance charges, on pro-rata basis as may be determined/fixed by the Association of Allottee(s), for maintaining various services and facilities in the said **NRI HEIGHTS** where the **Said Flat** hereby sold is situated. All such charges shall be payable and be paid by the Purchaser(s)/Vendee(s) to the Association of Allottee(s) periodically as and when demanded by the Association of Allottee(s). The pro-rata share so determined by the Association of Allottee(s) shall be final and binding on the Purchaser(s)/Vendee(s).
32. That the Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 shall have the right to transfer the maintenance amount and/or maintenance corpus fund of the Purchaser(s)/Vendee(s) to the Association of Allottee(s) as the Owner/Builder/Vendor No. 1 may deem fit after adjusting there from any outstanding maintenance bills and/or other outgoings of the Purchaser(s)/Vendee(s) at any time upon execution of the Sale Deed and thereupon the Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 shall stand completely absolved/discharged of all its obligations and responsibilities with respect to the maintenance of NRI HEIGHTS Complex.
33. That in order to maintain security in the said **NRI HEIGHTS**, the Land Owner/Builder/Vendor No. 1 and/or Association of Allottee(s) shall be free to restrict the entry of any outsider in to the said **NRI HEIGHTS** whom it considers undesirable at the outer gate itself. In case of insistence, the security staff will be at liberty to call upon the Purchaser(s)/Vendee(s)/lawful tenant/occupant to come to the gate and personally escort the person(s) from the gate to his/her/their/its flat and assume the responsibility of escorting them out as well. The security services will be without any liability of any kind upon the Land Owner/Builder/Vendor No. 1. Security costs will be part of the maintenance charges and pro-rata charges will be payable by the Purchaser(s)/Vendee(s) to the Association of Allottee(s).
34. That the Land Owner/Builder/Vendor No. 1 and/or Association of Allottee(s) and their representatives, employee etc. shall be permitted at all reasonable times to enter into and upon the **Said Flat** hereby sold for carrying out any repair, alteration, cleaning etc., or for any other purpose in connection with the obligations and rights including for disconnections of the electricity and water and/or for repairing/changing wires, gutters, pipes, drains part structure etc.

35. That whenever the title of the **Said Flat** is intended to be transferred in any manner whatsoever, the transferor/s and proposed transferee/ies shall inform¹⁹ within 30 days in advance of such transfer by giving notice of such transfer in writing to the Land Owner/Builder/Vendor No. 1 and/or Association of Allottee(s). It will be the responsibility of the transferor/s to obtain NOC and to pay the requisite charges and outstanding maintenance and other charges payable to the Association of Allottee(s) before affecting the transfer of the **Said Flat** hereby sold, failing which the transferee/s shall have to pay the outstanding dues of the Association of Allottee(s) before occupying the **Said Flat** hereby sold. In case any transfer took place without written permission, subsequent Purchaser(s)/Vendee(s) will be responsible to pay all dues of the **Said Flat** hereby sold as per covenant contained in this sale deed.
36. That the Purchaser(s)/Vendee(s) further assure/s that after obtaining permission/NOC from Land Owner/Builder/Vendor No. 1 and/or Association of Allottee(s) whenever the title of Purchaser(s)/Vendee(s) in the **Said Flat** is/are transferred in any manner whatsoever, such subsequent transferee shall be bound by all the covenants and conditions contained in this Deed of sale and Said **Letter of Allotment** and rules and regulations of the Association of Allottee(s) referred to herein, the subsequent transferee be answerable in all respects thereof in so far as the same may be applicable to, affect and relate to the **Said Flat**.
37. That the proper and maintenance upkeep, repairs, lighting, security etc. of the common areas, facilities and amenities of the said **NRI HEIGHTS** will be done by the Association of Allottee(s) or its appointed agency. The Allottee(s)/Vendee(s) undertake/s to pay maintenance charges or any type of contribution for adding or upgrading the facilities required for safety and security of the **said NRI HEIGHTS**, which shall be fixed by the Association of Allottee(s) from time to time. The Allottee(s)/Vendee(s) shall be bound by the rules and regulations as framed by the Association of Allottee(s). The Association of Allottee(s) shall, inter alia, define the scope of maintenance and provisions for various services, facilities and amenities in the said **NRI HEIGHTS**, the charges payable by the Allottee(s)/Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the Land Owner/Builder/Vendor No. 1 or Association of Allottee(s) or its appointed agency.
38. That the person on whom the title devolves or his/her/their/its transferee, as the case may be shall provide to the Land Owner/Builder/Vendor No. 1 and the Association of Allottee(s) the certified copies of transfer document(s) evidencing the transfer or devolution.
39. That the Purchaser(s)/Vendee(s) shall, from the date of execution of Sale Deed of the **Said Flat** hereby sold or any time thereafter shall have no

objection to the Vendors/Owners/Occupiers of other Flats constructing or continuing with the development of other Flats or Multi storied Building/Group²⁰ Housing Complex adjoining the **Said Flat** hereby sold to the Purchaser(s)/Vendee(s).

40. That the Purchaser(s)/Vendee(s) shall get his/her/their/its complete address registered with the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 and/or Association of Allottee(s) and it shall be his/her/their/its responsibility to inform the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 or the Association of Allottee(s) in writing about change, if any, in his/her/their/its address. The address given in this Sale Deed shall be deemed to be the Registered Address of the Purchaser(s)/Vendee(s) until the same is changed in the manner aforesaid.
41. That in case of joint Purchaser(s)/Vendee(s), all communication shall be sent by the Land Owner/Builder/Vendor No. 1 and/or Land Owner/Vendor No. 2 and/or Association of Allottee(s) to the Purchaser(s)/Vendee(s) whose name appears first and at the address given by him/her/their/its shall for all purpose be considered as served on all the Purchaser(s)/Vendee(s) and no separate communication shall be necessary to the other named Purchaser(s)/Vendee(s).
42. That all letters, receipts, notices issued by the Owner/Builder/Vendor No. 1 and/or Land Owner/Vendor No. 2 and/or Association of Allottee(s) in writing to the last known address of the Purchaser(s)/Vendee(s) shall be sufficient proof of receipt of the same by the Purchaser(s)/Vendee(s) and which shall fully and effectually discharge from its obligations the Land Owner/Builder/Vendor No. 1 and Land Owner/Vendor No. 2 and/or Association of Allottee(s).
43. That the name of the said land shall always remain **NRI HEIGHTS** and the Purchaser(s)/Vendee(s) hereby agree that he/she/they/it shall not change the name or the English alphabets constituting such name or their sequence whatsoever.
44. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed of sale has/have been borne by the Purchaser(s)/Vendee(s) alone.
45. That PROVIDED ALWAYS and it is hereby agreed that whenever such an interpretation would be requisite to give fullest possible scope and effect, contract or covenants herein contained, the expression '**VENDORS**' and '**PURCHASER(S)/VENDEE(S)**' herein before used shall include its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys, nominees and assigns etc.

46. That the terms and conditions contained herein shall be binding on all the parties to this sale deed. **21**

SCHEDULE OF PAYMENT

DETAILS OF PAYMENT MADE BY THE PURCHASER(S)/VENDEE(S) TO THE LAND OWNER/BUILDER/VENDOR NO. 1 and LAND OWNER/VENDOR NO. 2

Cheques Details			
Date	Bank Name	Cheque No	Amount
Total Received Amount			
Service Tax			
Sale Consideration Amount			

In Words: (..... only).

IN WITNESS WHEREOF the parties hereto with their own free will after taking due advice from their respective well wishers and advisers without any influence or coercion have put their respective signatures and left thumb prints on this Deed of Sale in a state of health and sound mind after fully reading and understanding the contents thereof in the presence of witnesses on the day, month and year first above written.

WITNESSES:

Signed for & on behalf of

LAND OWNER/BUILDER/ VENDOR NO-1

LAND OWNER/ VENDOR NO. 2

2.

VENDOR NO. 3

PURCHASER(S)/VENDEE(S)

**DRAFTED BY ME AND PRINTED IN MY OFFICE.
(MOHAN RASTOGI)**

Advocate

**Chamber No. 15/192 Old & New 15/1072,
Civil Court Compound, Kanpur Nagar.
Mob. No 9935186006**

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