

SALE DEED (Villa)

THIS SALE DEED is executed at Lucknow on thisth day of July 2017.

BY

1. M/S ORO Constructions Pvt. Ltd. a company incorporated under the Companies Act, 1956 having its Corporate office -200, Eldeco Greens, Gomti Nagar, Lucknow through its Director Mr. Dinesh Kumar son of Sri K. L. Pandey (hereinafter referred to as the First Party, which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns) **2. Ajit Constructions,** a partnership firm, through its Partners **Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya and Mrs. Rani Maurya wife of Mr. Ajit Kumar Maurya through her attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya both resident of B-1/5, L Park, Mahanagar Extension, Lucknow;** (hereinafter referred to as "Owner") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns) (hereinafter collectively referred to as "**Seller**") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries, consortium members and the permitted assigns), of the FIRST PART;

IN FAVOUR OF

Mr. son of resident of, hereinafter referred to as the "**Purchaser/s**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, executors, administrators, legal representatives and assigns, of the SECOND PART.

WHEREAS:

- A. Seller is developing a residential township on a land admeasuring 24.96 acres approx situated at Village-Madiaon, Tehsil-Bakshi Ka Talab, Lucknow (herein "**Township**") in terms of Permit No. 41055 dated 31.01.2017 issued by the Lucknow Development Authority (herein "**LDA**").

- B. Seller, by virtue of an inter-se-arrangement/s with the owners of land falling in Township developing the same under the name and style of “ORO City”, as per approved Layout & Building Plan which inter – alia includes plotted development, independent built-up Villas, independent floors, commercial spaces, parks, utilities and other common services and facilities therein. SELLER has carried out the development of the Township by carving out the plots of different sizes and dimensions so as to allot, transfer and sell the same as such or by constructing thereon Villas, plots, commercial area etc and to realize the consideration in whole or in installments and issue receipts in acknowledgment thereof and to convey the duly developed villas, plot, commercial area etc to the intending purchasers by executing sale deed for the same and to do all acts, matters and deeds incidental thereto.
- C. SELLER pursuant to the application of the Purchaser allotted a Villa No., having a plot area of sq. mtrs Builtup/Covered Area Sq. Mt. (herein “**Said Villa**”), in the Township on the terms and conditions contained in the Allotment Certificate/Builder Buyer Agreement dated (hereinafter referred to as “**Builder Buyer Agreement**”).
- D. The Purchaser has paid the entire consideration amount and other charges as stipulated in respect of Said Villa prior to getting this Sale Deed executed in respect of Said Villa and therefore the Seller hereto executing sale deed in favour of Purchaser on the terms appearing hereunder.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the Allotment Certificate/ Builder Buyer Agreement and in consideration of the amount of **Rs./- (Rs. Only)**, paid by the Purchaser, the receipt whereof the Seller hereby admits and acknowledges, and the Purchaser agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Certificate/ Builder Buyer Agreement, referred in the recitals hereinabove, and undertaking to pay such further amount, as may at any time hereto after become payable in terms hereof, the Seller, by virtue of this Sale Deed doth hereby sell, convey, assure, assign and transfer to the

Purchaser the Said Villa, more particularly described in Schedule-1 hereunder written, and for greater clearness delineated on the plan attached hereto, together with the right to use the common areas & facilities including all rights, liberties, privileges, benefits, advantages and easements whatsoever necessary for the enjoyment of the Said Villa, to have and to hold the same unto and to the use of the Purchaser absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants herein contained.

2. The vacant and peaceful possession of the Said Villa is being delivered to the Purchaser simultaneously with the signing of this Sale Deed and the Purchaser hereby confirms that he/she/they is/are satisfied as to the workmanship, quality of construction, material, fixture and fittings, area, dimensions, cost & allied charges including Preferential location charges (PLC), if any, in respect of the Said Villa.
3. The Said Villa hereby sold, conveyed and assured under this Deed is free from all encumbrances, liens or charges (except those created on request of the Purchaser to obtain loan for purchase of the same), transfers, easements, liens, attachments of any nature whatsoever and the Seller have unencumbered, good, marketable and transferable rights / title in the Said Villa.
4. The Builtup area of the said villa is measured from outer edge of the wall if the same is not common and from the centre of the wall if the same is common with an adjacent villa. Builtup/covered area includes (100% Balcony area, 100% of that part of terrace) area which is covered by projection at slab level, and 50% of all projections. It is clarified that terrace/balcony area shall remain open and any type of construction temporary/permanent on the Said Villa shall be raised thereupon by Purchaser & subsequent Transferee only after obtaining requisite approval/permission from the concerned authority(s).
5. The Purchaser, through this Sale Deed, is being transferred the right, interest and title of Said Villa only. The Purchaser shall have no claim, right, title or interest of any nature whatsoever, in the facilities and amenities to or in the rest of the Township, except right of usage, ingress/egress over or in respect of all common areas & facilities. The use of such common areas & facilities within the Township shall always be subject to the covenants contained herein and up to date/

timely payment of maintenance charges dues etc, & or allied charges as may be levied from time to time for any other service (s)/facilities to be provided for common use of residents of the township.

6. The Township is under development & the development is being carried out as per the approved layout plan and the building plan, The Purchaser has seen the revised layout plan of the Township duly approved by LDA and is/are fully satisfied with the same and further consent not claim any compensation, damages etc, whatsoever against the Seller in this regard.
7. The Seller shall have the right to connect/link the amenities/facilities viz. water, sewer, electricity, drainage system etc of Township with the extended township, additional development and construction with the existing services and the Purchaser hereby consent not to raise any objection /claim etc in this regard.
8. The Purchaser shall use the Said Villa for residential purposes only and shall not carry on or permit to be carried on, in the Said Villa any trade or business whatsoever or to do or suffer to be done therein any act or thing whatsoever which in opinion of the Seller may be a nuisance, annoyance or disturbance to the other owners of the Township and persons living in the neighborhood.
9. The Purchaser shall not raise any additional construction on any part of the Said Villa or re-construct any part thereof, without obtaining sanction from the concerned authorities and subject to receipt of prior written permission from SELLER/ Maintenance Agency. The Purchaser shall alone be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable laws and rules in this regard. It is clearly understood by purchaser that tap water shall not be used by purchaser, in case of additional constructed in villa. The required water shall be provided by Seller/maintenance agency after paying water consumption charges.
10. The Purchaser or any person claiming through them shall not be entitled to subdivide the Said Villa and the land underneath the Said Villa or amalgamate the same with any other adjoining plot(s). In case of joint Purchaser(s), each Purchasers share in the Said Villa or land underneath shall always remain undivided, unidentified and

impartiable and none of them shall be entitled to claim partition of its share therein.

11. The Purchaser for the purpose of availing the Maintenance Services in the Township enter into a maintenance agreement with Seller or any other body as may be appointed/nominated by Seller for the maintenance and upkeep of the Township (herein **‘Maintenance Agency’**). The Purchaser agrees to abide by the terms and conditions of the Maintenance Agreement and to promptly pay all the demand/s, bills, and charges as may be raised by the Seller/Maintenance Agency from time to time. Default in payment towards the maintenance bills, other charges on or before due date, shall entitle the Seller/Maintenance Agency to discontinuation of maintenance services besides the remedy as may be available under the maintenance agreement. After possession, the purchaser is liable to pay maintenance charges; either the unit is occupied or vacant. The purchaser shall not deny paying maintenance charges after taking possession or execution of this deed, whichever is earlier.
12. The Purchaser, whenever transfers the Said Villa in any manner whatsoever, all the terms and conditions of Allotment Certificate/ Builder Buyer Agreement, maintenance agreement, possession documents and this deed shall be mutatis mutandis applicable and binding upon the transferee(s) , and he/she/ they shall be liable and answerable in all respects thereof. The Purchaser shall before transferring/selling the Said Villa shall obtain a No Objection / No Due Certificate as regards clearance/payment of outstanding maintenance charges/other dues from the Seller or the Maintenance Agency and make payment of such administrative charges to Seller as may be prescribed in this regard.
13. The Purchaser shall not put any sign-board/name plate, neon-light, publicity or advertisement material etc. on the Said Villa or the common areas or on the roads of the Township and shall only be entitled to display his/her/their name(s) plate at the proper place provided in the Said Villa.
14. The Purchaser shall be entitled to let out the whole or any part of the Said Villa for residential purposes only & the tenant shall ensure that no nuisance is caused to the other tenant(s)/occupant(s) of the

Township/ neighborhood. It shall be the liability of purchaser that the tenant should abide the terms and conditions of the maintenance agreement and pay the dues properly. In case of default it shall be the liability and responsibility of purchaser.

15. The Purchaser shall at all times, whether demanded or not, shall be liable to pay, on pro rata basis, all taxes, charges, assessments, levies of every description upon the Said Villa/Said Land/Township by Local Body(s), Civic Authority(s) or any lawful authority from the date of levy or as may be levied from time to time.
16. The Purchaser shall from time to time and at all times, pay directly to the Seller or its nominees/third party appointed by the seller, local or statutory authority, (as the case may be) all rates, taxes (including but not limited to municipal tax, property tax, water charges, sewerage tax), charges and assessments of every description which are assessed, charged, levied or imposed now or may be levied, imposed in future or retrospectively upon the Township/Said Villa and/or on the Seller and its nominee.

So long as Said Villa is not be separately assessed for the taxes, charges etc. the Purchaser shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, on pro rata basis, to the Seller/Maintenance Agency.
17. The Purchaser shall always abide all the rules framed by the Seller / Maintenance Agency and all laws, by-laws, rules and regulations stipulated by LDA, Municipal, Local and other Government or Statutory bodies and shall alone be responsible for any non-compliance or breach thereof and shall keep the Seller / Maintenance Agency and other occupiers of the Township indemnified and harmless against all costs, action, consequences, damages & penalties arising on this account.
18. The Purchaser shall at its own cost and expenses apply and obtain service connections like telephone, water, sewer connection and other utilities from the concern authorities.
19. The Purchaser shall use & enjoy the Said Villa peacefully and shall not, in any manner litter, pollute or cause nuisance in the adjoining areas and ensure proper garbage and refuse disposal.

20. (a) The Purchaser acknowledges that the security & maintenance personnel deployed in the Township are meant for management of affairs of the Township and safety, security and maintenance of common equipments/plant & machinery installed in the Township. The Purchaser shall maintain and insure the Said Villa including the content lying therein at his /her/their own cost and expenses. The Purchaser shall always keep the Seller / Maintenance Agency or resident association/society harmless and indemnified for any loss and/or damages in respect thereof. The Purchaser agrees not to raise claim/damages against any third party liability.
- (b) The Purchaser further agrees and undertakes not to raise any claim/compensation etc. or initiate any action/ proceeding against the Seller/Maintenance Agency on account of any harm, damage or loss caused due to theft/fire/accident etc. in the Said Villa.
21. The Purchaser shall not in any manner whatsoever cause damage to or encroach upon any part of the Township, common areas, limited use areas, other villas, plots etc and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/ permanent constructions carried out in the common areas or on any part of the Township by the Purchaser or any damage caused to the common areas or on any part of the Township shall be liable to be removed / rectified by the Maintenance Agency/ Seller at the sole cost and expenditure of the Purchaser.
22. The Seller shall have absolute right to transfer/sell/deal/operate/run the community facilities, commercial area, school, club, nursing home etc., as may be provided in the Township in any manner, whatsoever. The Seller shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Purchaser shall not have any right to interfere in the manner of booking/allotment/sale of such community facilities, commercial premises, school etc to any person/s and also in their operation and management.
23. Seller has provided/made provisions for basic internal services like water, sewer, drainage, internal electrification in the Township. However, these services are to be joined with the external services like trunk sewer, water mains, nala to be provided by LDA, Jal Sansthan

& other local bodies. In case, there is a delay in providing these external services by the local bodies/LDA which prevents the Seller from joining the said internal services with external services, the Purchaser shall not hold the Seller liable for such delay & consequently shall not raise any claim/dispute against the Seller for delay in providing said external services by LDA/Local authorities.

24. The Purchaser shall not harm or cause any harm or damage to peripheral walls & walls common with adjacent Villas, front elevation of the Said Villa in any form. The Purchaser shall also not change the colour scheme of the outer walls or painting of doors and windows and shall not carry out any change in the exterior elevation / façade, boundary wall and design of the Said Villa by causing any addition or alteration or otherwise. Any such breach shall be treated as default and the same shall attract disconnection of the common services & facilities apart from other recourses available.
25. The Purchaser shall pay on demand the amount as may be demanded by any authority/department/Seller on account of enhancement in the compensation payable to any authority/s etc due to any order/judgment of any court/authority/tribunal etc passed in respect of the land acquired in the Township.
26. The Purchaser agrees and understands that all the facilities and amenities in the Township 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 Township and therefore any/all these facilities/amenities may not be available at the time of handing over possession of the Said Plot and the Purchaser agrees not to raise any objection/dispute in this regard.
27. The Purchaser shall keep indemnified, defend and hold the Seller/Maintenance Agency harmless against any/all actions, proceedings, third party claim/s or any losses, costs, charges, penalties, expenses or damages incurred and suffered by or caused to the Seller / Maintenance Agency / other occupants of the Township, by reason of any breach, non-observance, non-performance of the conditions contained herein and/or due to non-compliance with any rules & regulations and/or non-payment of municipal taxes, levies, charges and other outgoings.

28. That the Vendor is in bona fide belief that all the payments made at all time to the Vendor by the Purchaser has been generated from legal sources and is not involved in any illegal activities relating to terrorism, money laundering etc. and also adhering strict compliance of laws relating to Money laundering Act, Foreign Exchange management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. The Vendor in any case shall not be responsible for any violation of aforesaid laws, rules and regulation. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by the Purchaser himself. The Purchaser shall always indemnify for any loss arising to the Vendor due to such violation.
29. The Stamp duty, registration fee and other all incidental charges required for execution and registration of this deed have been borne and paid by the Purchaser.
30. The property transferred hereby is a villa having sq. mtr. of land with sq. mtr. of the built-up/covered structure thereupon. The Said Villa is situated on 9 mtr wide road. The valuation of the land is @ Rs/- per sq. mtr. works out to be Rs./- . The said Villa is bounded with park but not Situated on Corner. So with enhancement of 10% works out to be Rs./- . The valuation of built-up area being construction of 'A' category @ Rs./- per sq. mtr. of the built-up area works out to be Rs./- . Thus, the total valuation of the Said Villa (land + built-up area) works out to be Rs...../- . The sale Consideration is Rs./- . Therefore total stamp duty of Rs/- has been paid on Consideration Amount which is higher than Market value.

SCHEDULE OF SAID VILLA

The Said Villa bearing No., having a plot area sq mtrs and built – up/covered area of sq. mtrs situated at ORO City, a Township at Village Madaon, Tehsil- Bakshi Ka Talab, Lucknow, alongwith the right to use the common areas & facilities including all rights and easements whatsoever necessary for the enjoyment of the Said Villa.

IN WITNESS WHEREOF the Seller and the Purchaser have hereunto set their hands, the day, month and the year first above written and on the presence of following witnesses:

In presence of:

Witnesses:

1.

SELLER
PAN

2. Surya Singh

PURCHASER/S

)

Pan PaPan

Drafted & Typed By

(Benkat Raman Singh)
(Advocate)

SALE DEED (Plot)

THIS SALE DEED is executed at Lucknow on thisth day of July 2017.

BY

1. M/S ORO Constructions Pvt. Ltd. a company incorporated under the Companies Act, 1956 having its Corporate office -200, Eldeco Greens, Gomti Nagar, Lucknow through its Director Mr. Dinesh Kumar son of Sri K. L. Pandey (hereinafter referred to as the First Party, which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns) **2. Ajit Constructions, a partnership firm, through its Partners Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya and Mrs. Rani Maurya wife of Mr. Ajit Kumar Maurya through her attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya both resident of B-1/5, L Park, Mahanagar Extension, Lucknow;** (hereinafter referred to as "Owner") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns) (hereinafter collectively referred to as "**Seller**") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries, consortium members and the permitted assigns), of the FIRST PART;

IN FAVOUR OF

Mr. son of resident of, hereinafter referred to as the "**Purchaser/s**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, executors, administrators, legal representatives and assigns, of the SECOND PART.

WHEREAS:

- E. Seller is developing a residential township on a land admeasuring 24.96 acres approx situated at Village-Madiaon, Tehsil-Bakshi Ka Talab, Lucknow (herein "**Township**") in terms of Permit No. 41055 dated 31.01.2017 issued by the Lucknow Development Authority (herein "**LDA**").

- F. Seller, by virtue of an inter-se-arrangement/s with the owners of land falling in Township developing the same under the name and style of “ORO City”, as per approved Layout & Building Plan which inter – alia includes plotted development, independent built-up Villas, independent floors, commercial spaces, parks, utilities and other common services and facilities therein. SELLER has carried out the development of the Township by carving out the plots of different sizes and dimensions so as to allot, transfer and sell the same as such or by constructing thereon Villas, plots, commercial area etc and to realize the consideration in whole or in installments and issue receipts in acknowledgment thereof and to convey the duly developed villas, plot, commercial area etc to the intending purchasers by executing sale deed for the same and to do all acts, matters and deeds incidental thereto.
- G. SELLER pursuant to the application of the Purchaser allotted a Plot No., having a plot area of sq. mtrs (herein after referred to as “**Said Plot**”), in the Township on the terms and conditions contained in the Allotment Certificate/Builder Buyer Agreement dated (hereinafter referred to as “**Allotment Certificate/ Builder Buyer Agreement**”).
- H. The Purchaser has paid the entire consideration amount and other charges as stipulated in respect of Said Plot prior to getting this Sale Deed executed in respect of Said Plot and therefore the Seller hereto executing sale deed in favour of Purchaser on the terms appearing hereunder.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the Allotment Certificate/ Builder Buyer Agreement and in consideration of the Amount of **Rs./-** (**Rs. Only**), paid by the Purchaser to the SELLER, the receipt whereof the Seller hereby admits and acknowledges before the Sub-Registrar, Lucknow, and the Purchaser agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Certificate/ Builder Buyer Agreement, referred in the recitals hereinabove, and undertaking to pay such further amount, as may at any time hereto after become payable in terms hereof. The Seller, by virtue of this Sale Deed doth hereby sell, convey,

assure, assign and transfer to the Purchaser the Said Plot, on “as is where is” basis more particularly described in Schedule-1 hereunder written, and for greater clearness delineated on the plan attached hereto, together with the right to use the common areas & facilities including all rights, liberties, privileges, benefits, advantages and easements whatsoever necessary for the enjoyment of the Said Plot , to have and to hold the same unto and to the use of the Purchaser and his/her/their legal heirs, legal representatives, successors-in-interest and assigns, absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants herein contained.

2. The Said Plot hereby sold, conveyed and assured under this Deed is free from all sorts of encumbrances, liens or charges (except those created on request of the Purchaser to obtain loan for purchase of the same), transfers, easements, liens, attachments of any nature whatsoever and the Seller have unencumbered, good, marketable and transferable rights /title in the Said Plot to convey, grant, transfer, assign and assure the same unto the Purchaser in the manner aforesaid.
3. The vacant and peaceful possession of the Said Plot is being delivered to the Purchaser simultaneously with the signing of this Sale Deed, and the Purchaser confirms having satisfied himself/herself/themselves as to the area / dimensions / cost & allied charges including Preferential location charges (PLC), if any ,quality and extent of various installations like water, sewer connection etc. in respect of the Said Plot and the Purchaser agrees and confirms not to raise any dispute/claim, whatsoever at any time in future in this regard.
4. The Purchaser shall have no claim, right, title or interest of any nature or kind whatsoever, in the facilities and amenities to or in the rest of the Township, except right of usage, ingress/egress over or in respect of all common areas & facilities. The use of such common areas & facilities within the Township shall always be subject to the covenants contained herein and up to date/ timely payment of all dues.
5. The Purchaser shall have no right to object to the Seller constructing and/or continuing to construct other units /

spaces / facilities in the Township. If at any stage further construction in the Township or any part thereof becomes permissible, the Seller shall have the sole right to undertake and dispose of such construction without any claim or objection from the Purchaser. The Seller shall also be connecting /linking the amenities/facilities viz water, electricity, sanitary/drainage system etc of Township /additional development /construction with the existing ones in the Township, which the Purchaser understands and agrees not to raise any objection, claim, dispute etc in this regard at any time whatsoever.

6. The Purchaser shall carry out construction on the Said Plot at its own cost and expenses in accordance with the approved building plans and specifications as may be approved by LDA. The Purchaser shall comply with all laws, rules, regulations and building byelaws applicable to the construction on the Said Plot and comply with the time frame, if any, stipulated by the concerned authorities for completing the construction/development thereon. The Purchaser shall alone be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable laws and rules.
7. The Purchaser shall carry out construction on the Said Plot subject to that (i) it shall not cause nuisance or annoyance to the other occupants in the adjoining areas or (ii) it shall not obstruct or block the common areas and facilities of the Township (iii) it shall not stock construction material on the road or areas adjoining the Said Plot (iv) It is clearly understood by purchaser that tap water shall not be used by purchaser for construction. The required water shall be provided by Seller/maintenance agency after paying water consumption charges.
8. The Purchaser understands and agrees that various utilities in the Township like drain, water, sewer network etc will be running outside the Said Plot. Seller has provided the individual connection points of water and sewer at the particular unit and purchaser in any case whatsoever shall not disturb/puncher the main trunk line of water, sewer and drainage. The Purchaser's

utility connection to these services in respect of the Said Plot will be subject to specific permission of SELLER and on payment of utility connection charges as may be intimated to him by the SELLER and connect through approved agency by seller.

9. The Purchaser or any person claiming through them shall not be entitled to subdivide the Said Plot or amalgamate the same with any other adjoining plot(s). In case of joint Purchaser(s), each Purchasers share in the Said Plot shall always remain undivided, unidentified and impartiable and none of them shall be entitled to claim partition of its share therein.
10. The Purchaser shall be entitled to sell, mortgage, lease, gift, exchange or otherwise part with possession of the Said Plot hereby conveyed to any person(s) subject to the terms contained herein and shall before doing so obtain a No Objection / No Due Certificate as regards clearance/payment of outstanding maintenance charges/other dues from the SELLER or the Maintenance Agency (defined below) and payment of such administrative charges as may be prescribed as the case may be.
11. The Purchaser shall not put any sign-board/name plate, neon-light, publicity material or advertisement material etc on any kind of building to be constructed upon the Said Plot or the common areas or on the roads of the Township and shall be entitled to display his/her/their own name plate only at the proper place at entry gate.
12. The Purchaser, whenever transfer the title of the Said Plot and/or construction thereon in any manner whatsoever, then the transferee(s) shall be bound by all covenants and conditions contained in this Sale Deed, Allotment Certificate/ Builder Buyer Agreement and the Maintenance Agreement etc. and he/she/ they shall be liable and answerable in all respects thereof.
13. The Purchaser, whenever transfer the title of the Said Plot and/or construction thereon in any manner whatsoever, then it shall be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to SELLER/Maintenance Agency before effecting the transfer of the Said Plot and/or construction thereon failing which the

transferee shall have to pay the outstanding dues of SELLER/Maintenance Agency.

14. The Purchaser subject to the same reservations, limitations as mentioned in Clause No. 12 above, shall be entitled to sublet the whole or any part of the building to be constructed on the Said Plot for purposes of private dwelling only. It shall be the liability of purchaser that the tenant should abide the terms and conditions of the maintenance agreement and pay the dues properly. In case of default it shall be the liability and responsibility of purchaser.
15. The Purchaser shall from time to time and at all times pay on demand such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any taxes (municipal tax, property tax, wealth tax, fire fighting tax, water tax, sewerage tax, other taxes etc), rates, duty, charges, cess, fee, assessment, External Development Charges (EDC), Infrastructure Development Charges (IDC) etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Colony/Said Plot and/or construction thereon by virtue of any notification or amendment in the existing laws {including any levy of any additional charges payable to the LDA/other Competent Authority(ies), any other taxation etc} and/ or any increase therein effected , on pro-rata basis. The Purchaser agrees and understands that if such the pro-rata demand is raised as above said on the Purchaser, the same shall be payable by the Purchaser directly to the concerned government agency / Competent Authority(ies) or department concerned or to SELLER as the case may be.
16. The Purchaser agrees that this transaction is on **“as is where is”** basis and specifically undertakes that he/she/they/it will not make any objection on the level of earth in the Said Plot relative to the level of adjoining areas or abutting road and will not demand for any earthwork or earth filling in the Said Plot. The Purchaser understands and agrees that in order to maintain the uniformity and aesthetic of the project purchaser shall in all circumstances, whatsoever maintain the plinth level of the said plot at 0.50 mtr. above the abutting road and the height of the

boundary wall shall be 1.65 mts above road level, to have uniformity of the project.

17. The Purchaser agrees that so long as the Said Plot and/or construction thereon is not separately assessed, then he/she./they shall pay on pro-rata basis such dues, demands, charges, taxes, liabilities, as determined and demanded by the SELLER/Maintenance Agency, which shall be final and binding upon the Purchaser. Once the Said Plot and/or construction thereon is assessed separately, the Purchaser shall pay directly to the competent authority on demand being raised by the competent authority along with the maintenance charges payable to maintenance agency for the maintenance of common spaces & facilities of the township.
18. The Purchaser shall at all times duly perform and observe all the covenants and conditions which are contained in this Sale Deed and the Allotment Certificate/ Builder Buyer Agreement. The Purchaser shall also abide by and be liable to observe all the rules framed by the SELLER / Maintenance Agency and all laws, by-laws, rules and regulations stipulated by LDA, Municipal, Local and other Government or Statutory bodies and shall alone be responsible for any non-compliance or breach thereof and shall keep the Seller / Maintenance Agency and other occupiers of the Township indemnified and harmless against all costs, action, consequences, damages & penalties arising on this account.
19. The Purchaser, for the purpose of availing the Maintenance Services in the Township, enter into a maintenance agreement with SELLER or any other body as may be appointed/nominated by it for the maintenance and upkeep of the Said Plot/ Township (herein '**Maintenance Agency**'), The Purchaser agrees to abide the terms and conditions of the Maintenance Agreement and to promptly pay all the demand/s, bills, charges as may be raised by the SELLER / Maintenance Agency from time to time. Default in payment towards the maintenance bills, other charges on or before due date, shall entitle the SELLER/maintenance Agency to discontinuation of maintenance services besides the remedy as may be available under the maintenance agreement. After

possession, the purchaser is liable to pay maintenance charges; either the unit is occupied or vacant. The purchaser shall not deny paying maintenance charges after taking possession or execution of this deed, whichever is earlier.

20. The Purchaser understands and agrees that domestic electricity connection for supply of electricity through Sub Station/ transformer to the Said Plot will be provided by LESA and further agrees to apply electricity connection directly from LESA for supply of electricity through Sub Station/ Transformer to the Said Plot at its own cost & expenses. The Purchaser understands that no power back up shall be provided to the Said Plot and construction thereon.
21. The Purchaser has seen the revised layout plan of the Township duly approved by LDA and is/are fully satisfied with the same and further consent not claim any compensation, damages etc, whatsoever against the Seller in this regard.
22. The Purchaser shall pay on pro-rata basis any/all charges, fees and expenses payable for obtaining service connections like telephone, water, sewer connection and other utilities including security deposit for sanction and release of such connections as well as service charges pertaining thereto as & when determined & demanded by SELLER/maintenance Agency.
23. The Purchaser agrees to form and join an Association comprising of the Purchaser/s for the purpose of management and maintenance of the Township. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of charges as prescribed by Seller /Maintenance Agency.
24. The Purchaser shall maintain the Said Plot and constructions thereupon at his/her/their own cost and expenses .The Purchaser shall not, in any manner, litter, pollute or cause nuisance in the areas adjoining the Said Plot and ensure proper garbage and refuse disposal.
25. (a) The Purchaser shall insure the contents lying on Said Plot and/or building to be constructed thereon at his /her/their own

cost and expenses. The Purchaser shall always keep the SELLER/Maintenance Agency or resident association/society harmless and indemnified for any loss and/or damages in respect thereof. The Purchaser agrees not to raise claim/damages against any third party liability.

(b) The Purchaser further agrees and undertakes not to raise any claim/compensation etc. or initiate any action/ proceeding against the SELLER/Maintenance Agency on account of any harm, damage or loss caused due to theft/fire/accident etc. in the Said Plot and/or building to be constructed thereon.

26. The Purchaser shall not in any manner whatsoever cause damage to or encroach upon any part of the Township, common areas, other villas, plots etc and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the common areas or on any part of the Township by the Purchaser or any damage caused to the common areas or on any part of the Township shall be liable to be removed / rectified at the sole cost and expenditure of the Purchaser by the Maintenance Agency/SELLER.
27. The Purchaser shall not carry on or permit to be carried on, in the Said Plot and /or construction thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done therein any act or thing whatsoever which in opinion of the SELLER/Maintenance Agency may be a nuisance, annoyance or disturbance to the other occupants/residents in the Township and persons living in the neighborhood.
28. The Purchaser shall obey all directions, rules and regulations made by the SELLER/maintenance Agency/ concerned government authorities, now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as it affect the health, safety or convenience of other inhabitants of the Township.
29. The Purchaser shall not have any right in any community facilities, commercial premises, school, nursing home etc, if any constructed in the Township, the SELLER/Seller shall be free to

dispose of the same on such terms and conditions, as it may deem fit and proper. The Purchaser shall not have any right to interfere in the manner of booking/allotment/sale of such community facilities, commercial premises, school etc to any person/s and also in their operation and management.

30. The Purchaser agrees and understands that the Seller shall be entitled to make suitable and necessary variations, alterations, amendments or deletions to or in the development/layout of the Township, relocate/realign service and utility connections and lines, open spaces and all or any other areas, amenities and facilities, as Seller may deem fit in its sole discretion or if the same is required by the concerned authority.
31. The Purchaser agrees and understands that all the facilities and amenities in the Township 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 Township and therefore any/all these facilities/amenities may not be available at the time of handing over possession of the Said Plot and the Purchaser agrees not to raise any objection/dispute in this regard.
32. SELLER/Seller has provided/made provisions for basic internal services like water, sewer, drainage, internal electrification in the Township. However, these services are to be joined with the external services like trunk sewer, water mains, nala to be provided by LDA, Jal Sansthan & other local bodies. In case, there is a delay in providing these external services by the local bodies/LDA which prevents the Seller from joining the said internal services with external services, the Purchaser shall not hold SELLER/ Seller liable for such delay & consequently shall not raise any claim/dispute against SELLER/ Seller for delay in providing said external services by LDA/Local authorities.
33. The Purchaser shall keep indemnified, defend and hold harmless the Seller against any/all actions, proceedings, third party claim/s or any losses, costs, charges, penalties, expenses or damages incurred and suffered by or caused to the Seller / Maintenance Agency / other occupants of the Township, by reason of any breach, non-observance, non-performance of the

conditions contained herein and/or due to non-compliance with any rules & regulations and/or non-payment of municipal taxes, levies, charges and other outgoings.

34. That the Vendor is in bona fide belief that all the payments made at all time to the Vendor by the Purchaser has been generated from legal sources and is not involved in any illegal activities relating to terrorism, money laundering etc. and also adhering strict compliance of laws relating to Money laundering Act, Foreign Exchange management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. The Vendor in any case shall not be responsible for any violation of aforesaid laws, rules and regulation. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by the Purchaser himself. The Purchaser shall always indemnify for any loss arising to the Vendor due to such violation.
35. The Stamp duty, registration fee and other all incidental charges required for execution and registration of this deed shall be borne by the Purchaser. The Purchaser agrees that, if at any time additional stamp duty is demanded by the competent authorities due to any reason, whatsoever than the same shall be exclusively borne by him/her/them.
36. The property transferred hereby is a plot measuring ... sq. mtr. The Said Plot is situated on mtr than mtr wide road. The valuation of the land of Village-Madiaon is @ Rs./- per sq. mtr. works out to be Rs./-. The Said Plot is bounded not bounded with park and nor situated on corner. The sale Consideration is Rs./-. Therefore total stamp duty of Rs./- has been paid on Consideration Amount which is higher than Market Value.

SCHEDULE OF SAID PLOT

The Said Plot bearing No., admeasuring Area sq. mts. Type, in the Residential Colony known as **“ORO City”** situated at Village- Madiaon, Tehsil- Bakshi Ka Talab & District- Lucknow alongwith the right to use the common areas

& facilities including all rights and easements whatsoever necessary for the enjoyment of the Said Plot.

IN WITNESS WHEREOF the Seller and the Purchaser have hereunto set their hands, the day, month and the year first above written and on the presence of following witnesses:

In presence of:

Witnesses:

SELLER

PAN

PURCHASER

Drafted & Typed By

(Benkat Raman Singh)

(Advocate)