

L6266/20



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP07896518345690S
 Certificate Issued Date : 07-Jul-2020 04:10 PM
 Account Reference : SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
 Unique Doc. Reference : SUBIN-UPUPSHCIL0109696909273383S
 Purchased by : SPRING GARDEN
 Description of Document : Article 23 Conveyance
 Property Description : PLOT NO.B-80 PART OF KHASRA NO.419, IN SPRING GARDEN,
 VILL-UTTARDHAUNA, TEHSIL AND DISTT-LUCKNOW.
 Consideration Price (Rs.) :
 First Party : SPRING GARDEN
 Second Party : MR UMESH YADAV AND MRS USHA YADAV
 Stamp Duty Paid By : SPRING GARDEN
 Stamp Duty Amount(Rs.) : 3,08,000
 (Three Lakh Eight Thousand Only)

16067



Please write or type below this line

SALE DEED

Date of Execution : 09.07.2020
 Place of Execution : Lucknow

Umesh



For SPRING GARDEN

Shubhna
 PARTNER

उषा



0002153813

Statutory Alert:

1. The authenticity of this State Certificate should be verified at "www.shcilstamp.com". Any discrepancy in the details on this Certificate and its evolution on the website renders it invalid.



Sale Consideration : Rs. 44,00,000/-
 Market Value : Rs. 10,45,125/-
 Stamp Duty Paid : Rs. 3,08,000/-

DETAILS OF INSTRUMENTS IN SHORT

1.	Nature of Property	: Residential
2.	Ward/Pargana	: Lucknow
3.	Mohalla/Village	: Uttardhauna
4.	V-Code	1083
5.	Detail of Property	: Residential Plot No B-80 of Sector- B out of Khasra No. 387 in the SPRING GARDEN , situated at Land Khasra Nos. 374 to 376, 380, 381, 383 to 387, 404 to 407, 419 to 422, at Village- Uttardhauna, Tehsil - Sadar, District-Lucknow.
6.	Standard of Measurement	: Sq. Meters
7.	Location Road	: Situated at 9.0 mtr wide road.
8.	Type of Property	: Residential Plot
9.	Consideration	: Rs. 44,00,000/-
10.	Boundaries	: East: Plot No.-C-26
		West :9.0-Meter-Wide-Road
		North: Plot No. B-79
		South: Plot No. B-81
11.	No. of Persons in the First Part (1): No. of Persons in Second Part (2):	

For SPRING GARDEN

Ashutosh
 PARTNER

leesh

311

12. Details of Seller:	Details of Purchaser:
SPRING GARDEN, PAN No. ADPFS9990R a Partnership Seller, incorporated under the Partnership Act, 1932 having its Registered Office at CP-138, Viraj Khand, Gomti Nagar, Lucknow 226010, through its duly authorized Partner Mr. Ashutosh Khare, S/o Late Prem Dayal Khare.	(i) MR. UMESH YADAV, (PAN NO. ADBPU9775E DOB 05/07/1978) S/o Mr. Sita Ram Yadav, R/o Gram- Chainpur, Post- Bridgmanganj, Maharajganj, Uttar Pradesh-273157. (ii) MRS. USHA YADAV, (PAN NO. ANYPY7964L DOB 01/01/1985) W/o Mr. Umesh Yadav, R/o Gram- Chainpur, Post- Bridgmanganj, Maharajganj, Uttar Pradesh-273157.

THIS DEED OF SALE IS EXECUTED BETWEEN

THIS SALE DEED MADE ON this 09th day of July, 2020 BY M/S SPRING GARDEN, a partnership firm, having it's registered office at CP-138, Viraj Khand, Gomti Nagar, Lucknow through its duly authorized partner ASHUTOSH KHARE son of Late Prem Dayal Khare permanent and present resident of G-05, Tower-C, Shalimar Grand, 10, Jopling Road, Lucknow, (hereinafter referred to as 'SELLER') which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective successors-in-interest and assigns, of the **FIRST PART**;

That the seller has appointed Mr. Sudhakar Prasad Tiwari S/o Late Shitla Prasad Tiwari R/o D-201 2nd Floor Spring Greens Apartment, Faizabad Road, Near Indira Canal, Anaura Kalan, Lucknow U.P. -227105, to present the sale deed for registration on behalf of seller through authenticated power of attorney which is registered in the office of sub registrar second Lucknow on dated 08/05/2019 in Bahi no.6¹ Jild no.19 pages 91/98 to no. 22.

For SPRING GARDEN


 PARTNER

Umesh

3/11

IN FAVOUR OF

MR. UMESH YADAV Son of Mr. Sita Ram Yadav, resident of Gram-Chainpur, Post-Bridgmanganj, Maharajganj, Uttar Pradesh-273157 & MRS. USHA YADAV Wife of Mr. Umesh Yadav, resident of Gram-Chainpur, Post-Bridgmanganj, Maharajganj, Uttar Pradesh-273157. & (hereinafter referred to as the 'PURCHASER').

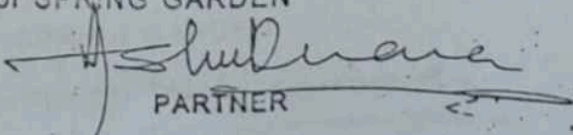
The Seller and Purchaser used herein before shall mean and always mean and include their respective legal heirs, successors, administrators, executors and assignees.

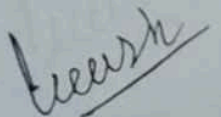
WHEREAS the Seller is the owner of Plot No. B-80, out of Khasra No. 387, situated at Village- Uttardhauna, Pargana Tehsil and District-Lucknow measuring 139.350 sq.mtr. more specifically detailed in schedule of property given at the foot of this sale deed, (hereinafter referred to as the 'SAID PROPERTY').

AND WHEREAS the seller purchased the said Khasra No 387 measuring 0.1000 Hectare from its ex-owner through a registered sale deed dated 07/06/2019 vide Book No. 1 Jild 22482 at pages 57 to 72 serial No 8725 registered in the office of Sub-Registrar-II, Lucknow & measuring 0.1500 Hectare from its ex-owner through a registered sale deed dated 20/07/2019 vide Book No. 1 Jild 22665 at pages 285 to 304 serial No 11361 registered in the office of Sub-Registrar-II, Lucknow & measuring 0.1310 Hectare from its ex-owner through a registered sale deed dated 24/10/2019 vide Book No. 1 Jild 23031 at pages 235 to 268 serial No 16549 registered in the office of Sub-Registrar-II, Lucknow.

AND WHEREAS above named seller entered into a Consortium Agreement with the owners of adjoining land vide Agreement dated 22/09/2018

For SPRING GARDEN


PARTNER



3011

registered in Book No. IV Jild No. 547 on Pages 1 to 16 at Sl. No. 648 in the office of Sub-registrar-III, Lucknow and Agreement dated 29/09/2018 registered in Book No. IV Jild No. 616 on Pages 205 to 218 at Sl. No. 442 in the office of Sub-registrar-I, Lucknow.

AND WHEREAS above named all the owners pooled their land for sanction of layout plan for Development Business to be run under the name and style of M/s Spring Garden as lead member of Consortium.

AND WHEREAS the layout plan has been duly sanctioned vide permit no. MAP-20180801142508397, dated 13/12/2018.

AND WHEREAS the scheme so developed by the Seller and its associates, has been named as "Spring Garden".

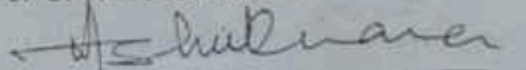
AND WHEREAS said M/s Spring Garden Projects is duly registered with RERA Vide Registration No. UPRERAPRJ851014.

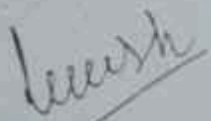
AND WHEREAS the seller as exclusive owner of the said property, which is free from all encumbrances whatsoever agreed to sell, transfer and assign absolutely the plot detailed in the schedule of property to the Purchaser for a sale consideration of Rs. 44,00,000/- (Rupees Forty-Four Lac Only) by way of ABSOLUTE SALE.

AND WHEREAS the seller has already received the said consideration amount from the Purchaser, the receipts of which seller hereby acknowledges.

AND WHEREAS the purchaser prior to the execution of this deed has inspected all the documents and necessary papers regarding the title of the seller in respect of the property hereby sold and fully satisfied himself/herself/themselves regarding the ownership rights of the seller in the

For SPRING GARDEN


PARTNER



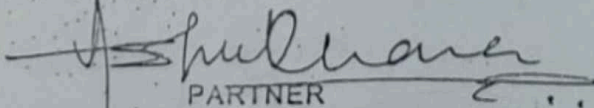
3011

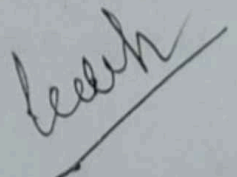
said Plot and right to transfer, the said Plot and purchaser has also examined the quality of work, material, etc. used towards development and PURCHASER has no complaint in any respect including the plot area here by sold. Further the claim of compensation, if any, by the Purchaser in respect of the Plot being part of Spring Garden at Khasra nos. 374 to 376, 380, 381, 383 to 387, 404 to 407, 419 to 422, at Village- Uttardhauna, Tehsil-Sadar & District-Lucknow, measuring about 80111.25 sq. mtr. area hereby sold shall be deemed to have been waived.

NOW THIS SALE DEED WITNESSETH AS UNDER: -

1. That having received the said consideration amount Rs. 44,00,000/- (Rs. 4,00,000/- via RTGS dated 29.01.2020 & Rs.1,50,000/- Chq. No. 418900 dated 24/02/2020 Branch Bareilly State Bank of India, Rs. 3,50,000/- through RTGS UTR no. SBINR52020070700030643 dated 07.07.2020 and Rs. 35,00,000/- DD No. 11/02/2020... dated 08.07.2020 HDFC Bank Ltd Lucknow, before execution of this deed) paid by the Purchaser, the receipt whereof is hereby acknowledged by the Seller, the Seller both hereby sells, conveys and assigns absolutely to the Purchaser the said property mentioned above & all that it has including all rights of easement and appurtenances attached thereto; TO HOLD and possess the same unto and use and enjoy the same as absolute owner thereof free of all encumbrances whatsoever.
2. That Seller has handed over the vacant possession of the property mentioned above to the Purchaser with all its rights and privileges so far held and enjoyed by the seller.
3. That the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the purchaser hereinafter and presently no right of easement of any kind is available to any other

For SPRING GARDEN


PARTNER


30/11

person or persons, to restrict the purchaser right of use and enjoyment of the property sold in any manner whatsoever.

4. That the property hereby sold is free from all sorts or encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the seller is pending in any court of law or with any authority.

5. That the purchaser and other occupants shall not keep or store or cause to be stored any objectionable articles, things, materials, and goods and shall not obstruct the ingress and egress of the other occupants.

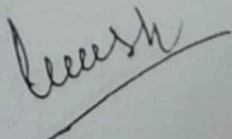
6. That after handing over the possession of the Plot to the buyer, till the formation of society, the seller/Authorized Agency will be maintaining the main water and sewer lines and other common facilities leading to ingress and egress of the Plot, hereby sold, and all respective purchaser shall pay to the Seller/Authorized Agency towards such maintenance charges at the rate which will be mutually decided by the parties and after the formation of the society all purchaser shall pay to the society.

7. It shall be incumbent on each Plot owner/occupant to join the Association & pay the requisite cost & charges to Association for maintenance of the Spring Garden & services therein and abide by the rules & regulations framed by the Association for smooth running & maintenance of the Colony. No sooner than the Association is formed & become functional, the Seller shall handover the maintenance liability to the Association along with balance amount of maintenance fund, if any.

8. The cost & expenses for any installation and special repairs such as repairing/repainting of exterior of the Spring Garden Colony; reboring or repair of the tube well, Underground Water Tanks (UGT) replacement & repair of

For SPRING GARDEN


PARTNER



307

common lighting, generator for lighting in common areas, services like drainage & sewerage, STP & external electrification, shall be borne & paid by the purchaser, proportionate to the area transferred hereby, as may be decided by the Seller/ Authorized Agency nominated by the Seller.

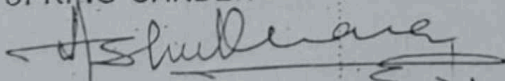
9. The Purchaser further agreed to pay the enhanced cost of the maintenance charges as and when cost of maintenance increases keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by Seller/nominee to the Purchaser and on default of the Purchaser, or failing or neglecting or refusing to make payments of the said maintenance charges, the Seller/nominee shall be entitled to recover the same along with interest on due sum.

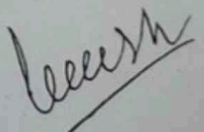
10. That the right to use & enjoy the common services/facilities provided herein the Spring Garden Colony shall always be subject to up to date payment of maintenance charges & performing and observing the stipulations made by the Seller / Authorized Agency or the Association to be formed later. Any amount due as maintenance charges shall be charge upon Plot owned by the Purchaser in default. In case of consecutive default for more than two months when it is due, the Seller / Authorized Agency undertaking the maintenance shall have a right to suspend the common services/facilities till such time the dues are cleared along with interest as may be stipulated.

11. That the security & maintenance personnel are meant for Management of Affairs of the Spring Garden Colony, safety & security of equipments/plant & machinery installed in the Spring Garden Colony & its maintenance and in no case the security personnel & Seller be responsible for security of Purchaser & his belongings which shall be sole responsibility of the Purchaser.

12. That the Seller has made clear to the Purchaser that the Spring Garden Colony will be developed and completed in phases and the Seller shall be carrying out extensive development/construction activities for many years in

For SPRING GARDEN


PARTNER



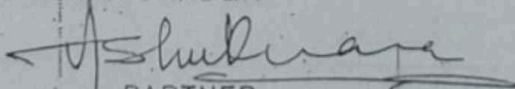
3511

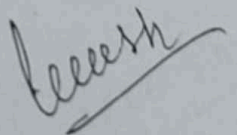
future in the Project and shall also be connecting/linking the amenities/facilities viz. electricity, water, sanitary/drainage system etc. of additional development/construction with the existing ones in the Project. The Purchaser undertakes not to make any objection or make any claim or default any payment as demanded by the Seller on account of inconvenience, if any, which may be suffered by him due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc. as above said. (The Purchaser also consents that if due to additional construction/development the green area etc. gets reduced then he shall not raise any objection in this regard against the Seller).

13. That the Commercial Plot area and School Plot area being part of approved layout of Spring Garden, the colony where the subject plot situates are the independent area and is not included as common areas & shall remain property of the seller or their nominee which shall not be handed over to the Association to be formed by and amongst the Residential Plot purchasers. The seller may construct in accordance with the Lucknow Development Authority By-laws, any constructions suitable on those plots kept for commercial and school purposes. No habitants of the colony and the RWA shall not raise any objection to the same in future times to come.

14. That the purchaser shall use the demised property for residential purposes only & shall not be allowed to carry out any commercial activity, business, hostels, in the demised premises and shall also not be doing or cause to be done any activity which may cause nuisance, annoyance to other occupants of the Spring Garden Colony. Any activity falling under the aforesaid restrictions shall be liable to be removed at the cost & expenses of the purchaser. This shall be applicable to the subsequent transferee also.

For SPRING GARDEN


PARTNER



3577

15. That in case of keeping pets, the Purchaser shall abide by Municipal laws in this regard & shall exclusively be liable for any hurt caused by pet to any of the occupant or the visitor.

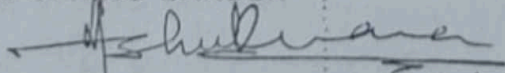
16. The purchaser shall not be encroaching any common area; including roads, parks etc which always will remain open and any encroachment thereon shall be unauthorized & be liable to be removed by the Seller / Authorized Agency at the cost of the encroaching purchaser without notice.

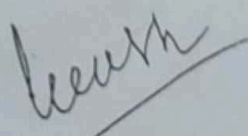
17. That for house construction activity whenever started by the purchaser shall be done in very neat and clean manner without disturbing in anyway the common passage / roads by collecting the building materials etc on the same. Any service connection like telephone, internet, DTH, Green Gas etc required by the Purchaser shall be after NOC from Seller/ Authorized Agency, at purchaser's cost & expenses without damaging the common area like parks, roads etc & other services provided in the Spring Garden Colony. However, Seller/Association reserves the right to deny such connection whereby common area & services may be disturbed/ damaged.

18. That all the expenses for execution and registration of this deed have been borne & paid by the purchaser.

19. That the Seller has provided all the internal facilities like Road, Water, Sewer etc. within the Colony. The external services are to be provided by the respective Civic Authorities which is beyond the control of the Seller. The internal services provided by the Seller, are to be synchronized with the external services to be provided by the Civic Authorities. However, in the event of delay on part of Civic Authorities to provide external services, the Purchaser undertakes not to hold the Seller responsible for such delay & its consequential effects.

For SPRING GARDEN


PARTNER


30/11

20. That the vacant possession of the property hereby sold has been delivered by the Seller to the Purchaser with all rights of easement, privileges so far held and enjoyed by the Seller to hold and enjoy the same by the PURCHASER free from all sorts of encumbrances.

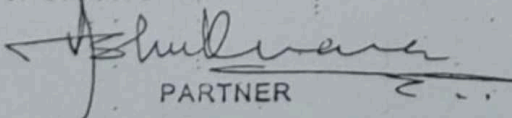
21. That the purchase hereby agreed to abide by the building rules, municipal bylaws and regulation as may be framed from time to time in future.

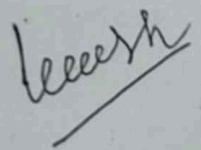
22. That the purchaser shall be liable to pay Interest Free Maintenance Fund (IFMS) to the seller.

23. That the purchaser further agrees to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the Seller/Authorized Agency to the purchaser and on default of the purchaser or failing or neglecting or refusing to make payments of the said maintenance charges, Seller/Authorized Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser.

24. That before transfer of the said property either by purchaser or any of their transferee(s), the purchaser or any of his transferee(s) shall have to obtain the 'No Dues Certificate' from the Seller/Authorized Agency/Society' who are maintaining the aforesaid project regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the purchaser or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from the Seller/Authorized Agency/Society then in that event the new owner of owners of the said property has to pay all the outstanding dues regarding the maintenance charges, and other charges, which are payable in respect of the said property, to the Seller/Authorized Agency.

For SPRING GARDEN


PARTNER



347

आवेदन सं०: 202000821028107

विक्रय पत्र

वही सं०: 1

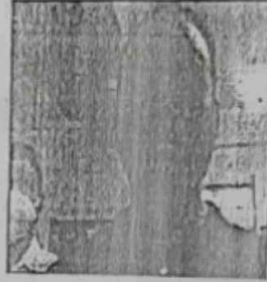
रजिस्ट्रेशन सं०: 6266

वर्ष: 2020

प्रतिफल: 4400000 स्टाम्प शुल्क- 308000 बाजारी मूल्य - 1046000 पंजीकरण शुल्क - 44000 प्रतिलिपिकरण शुल्क - 80 योग: 44080

श्री उमेश यादव,
सीता राम यादव
व्यवसाय: नौकरी
निवासी: ग्राम चैनपुर पोस्ट - बृजमनगंज, जिला - महाराजगंज - 273157

Leavesh



ने यह लेखपत्र इस कार्यालय में दिनांक 09/07/2020 एवं 04:06:51 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

श्रीमती कंचन मिश्रा -

उप निबंधक : सदर द्वितीय

लखनऊ

09/07/2020

सन्त राम यादव
निबंधक लिपिक

प्रिंट करे

25. That the purchaser shall take his own electric connection from Lucknow Electric supply undertaking and purchaser shall obtain a "No Objection Certificate" from the seller for its purpose.

26. That all taxes, charges, assessment as levied or may be levied by the Civic authorities; Nagar Nigam, or any lawful Authorities upon the property hereby transferred shall be borne & paid by the purchaser from the date of levy including the house, municipal & water tax.

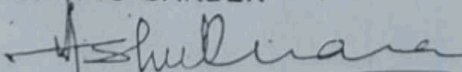
27. That the area of the plot hereby sold is 1500 sq. ft. = 139.350 sq. mtr. the market value whereof for the purposes of stamp duty as per rates fixed by Collector Lucknow @ Rs. 7500/- per sq. mtr. comes to Rs. 10,45,125/-only. There is no construction on the said plot. Actual sale consideration of Rs. 44,00,000/- (Rupees Four-Four Lac Only), hence stamp duty of Rs. 3,08,000/- has been paid by seller (Spring Garden) as per G.O. No. S. V. K. N.- 5-2756/11-2008-500(165)/2007 dated 30.6.2008 vide E-Stamp Certificate No. IN-UP07896518345690S dated 07-Jul-2020.

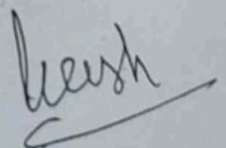
28. That the Elevation; the front color scheme and plinth level (which is 450 mm above the road level in-front of the plot) of the building to be constructed by purchaser on the plot hereby sold shall be as per design and the color approved by the Developer/Seller.

29. That the expressions "Seller" and the "Purchaser" hereinbefore used unless repugnant to the context mean and shall always mean and include their respective heirs, successors, legal representatives and assignee's.

IN WITNESS WHEREOF WE the above-named Seller and the Purchaser have put our respective hands and thumb impressions to these presents on the date, month and year mentioned first above.

For SPRING GARDEN


PARTNER



307

SCHEDULE OF PROPERTY

Plot No. B-80 out of Khasra No. 387, situated at Village- Uttardhauna, Pargana Tehsil and District-Lucknow measuring 139.350 sq.mtr., and bounded as below: -

EAST : Plot No.-C-26
WEST : 9.0-Meter-Wide Road
NORTH : Plot No. B-79
SOUTH : Plot No. B-81

WITNESSES :-



Shatrughan Yadav
Shri Shatrughan Yadav
S/o Shri Ram Kumar Yadav
R/o Moh-Rani Laxmi Nagar, Post-
Narkataha Bansi, Siddharthnagar,
Bansi, Uttar, Pradesh-272153.

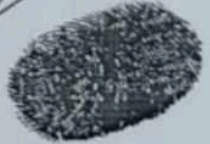


Signed for & on behalf of
For SPRING GARDEN

Shubhendra
SELLER PARTNER
(ADPFS9990R)

Beesha

PURCHASER
(ADBPU9775E)



Mr. Parmatma Yadav

Mr. Parmatma Yadav
S/o Mr. Seetaram Yadav
R/o 167, Swapnlok
Colony, Kamta, Lucknow, U.P.-
226028.

341

PURCHASER
(ANYPY7964L)



Drafted & Typed By:

Sudhakar Prasad Tiwari
Sudhakar Prasad Tiwari
(Advocate)
High court Lucknow
Phone-9450212350

बही सं०: 1

रजिस्ट्रेशन सं०: 6266

वर्ष: 2020

निष्पादन लेखपत्र बाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त विक्रेता: 1

श्री स्प्रिंग गार्डन द्वारा अधिकृत पार्टनर आशुतोष खरे के द्वारा सुधाकर प्रसाद तिवारी, पुत्र श्री स्व० शीतला प्रसाद तिवारी निवासी: डी-201, स्प्रिंग ग्रीन्स अपार्टमेंट, फैजाबाद रोड लखनऊ

व्यवसाय: वकालत

क्रेता: 1



श्री उमेश यादव, सीता राम यादव

निवासी: ग्राम चैनपुर पोस्ट - बृजमनगंज, जिला - महाराजगंज - 273157

व्यवसाय: नोकरी

क्रेता: 2



श्रीमती उषा यादव, उमेश यादव

निवासी: ग्राम चैनपुर, पोस्ट - बृजमनगंज, जिला - महाराजगंज - 273157

व्यवसाय: गृहिणी

ने निष्पादन स्वीकारे क्रिया । जिनकी पहचान

पहचानकर्ता: 1



श्री शत्रुघन यादव, पुत्र श्री राम कुमार यादव

निवासी: रानी लक्ष्मी नगर, सिद्धार्थनगर

व्यवसाय: कृषि Shatrughan Yadav

पहचानकर्ता: 2



श्री परमात्मा यादव, पुत्र श्री सीताराम यादव

निवासी: स्वप्नलोक कालोनी, कमता, लखनऊ

व्यवसाय: नोकरी

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है ।

टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

श्रीमती कंचन मिश्रा

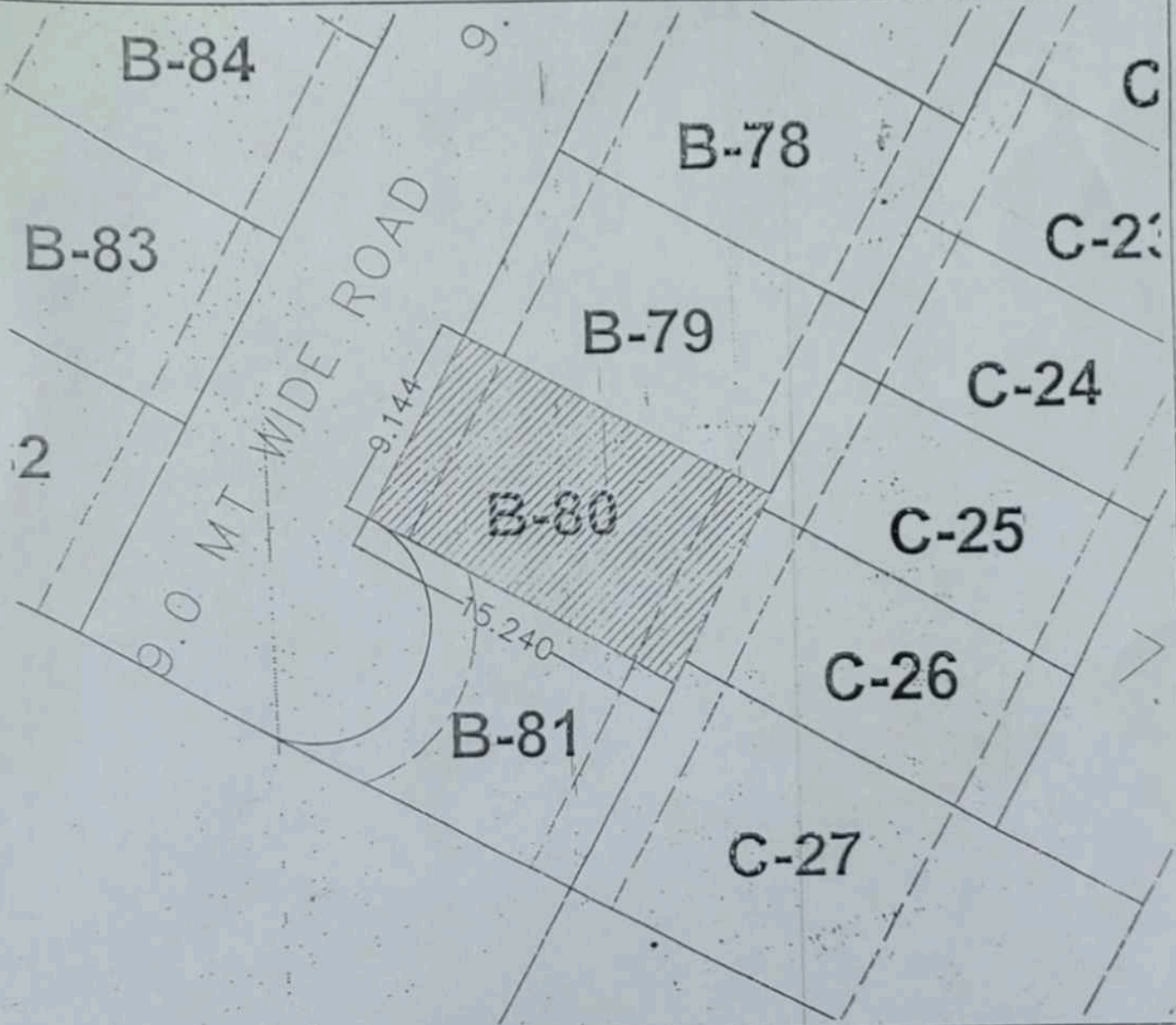
SPRING GARDEN

Uttardhauna, Faizabad Road, Lucknow 226028

BOUNDARY :

- PLOT NO : B-80
PLOT SIZE : 9.144 mts. X 15.24 mts.
PLOT AREA : 139.350 sq.mt.

NORTH : Plot no.B-79
SOUTH : Plot no.B-81
EAST : Plot no.C-26
WEST : 9.0 mt. wide road



LDA PERMIT NO.: MAP-20180801142508397
RERA NO. : UPRERAPRJ851014

NORTH :



For SPRING GARDEN

Shubham
PARTNER

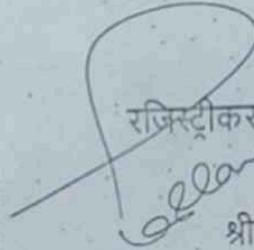
Leesh

307

आवेदन सं०: 202000821028107

बही संख्या 1 जिल्द संख्या 23739 के पृष्ठ 145 से 168 तक क्रमांक
6266 पर दिनांक 09/07/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


श्रीमती कंचन मिश्रा -
उप निबंधक : सदर द्वितीय
लखनऊ
09/07/2020

