

INDIA NON JUDICIAL



#### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

# Government of Uttar Pradesh

#### e-Stamp

IN-UP07442974871941S

05-Mar-2020 02:01 PM

SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN

SUBIN-UPUPSHCIL0108865165825253S

MRS NISHA SINGH

Article 23 Conveyance

PLOT NO. B-18, IN SPRING GARDEN AT ADJACENT TIMES OF

INDIA, VIIL-UTTARDHAUNA, TEHSIL-SADAR, DISTT-LKO

SPRING GARDEN

MRS NISHA SINGH

MRS NISHA SINGH

5,01,000

(Five Lakh One Thousand only)

9571



..Please write or type below this line----

#### SALE DEED

Date of Execution Place of Execution

For SPRING GARDEN

06.03.2020 Lucknow



NSingh

0001528511

Any discrepancy in the details on this Certificate and as Statutory Alert:





Unique Identification Authority of India

Address
Sign Parhar Singh, gram burna
Barnar Khas Deona, Bartarpur
Uniar Pradesh, 274261

6457 5858 6705

Gov Employee Ph- 98395 19896 ,

Phingh



104

Gov Employee

अगयकर विभाग INCOMETAX DEPARTMENT

भारत सरकार GOVT OF INDIA



HIR / Name SPRING GARDEN स्थायी लेखा संख्या कार्ड Permanent Account Number Card

ADPFS9990R

िरमान/गाउन की तारीका Date of Incorporation / Formation

22/03/2018

09042018

For SPRING GARDEN

PARTNER







Sale Consideration Market Value Stamp Duty Paid

Rs. 72,99,294/-Rs. 13,66,111/-Rs. 5,01,000/-

### DETAILS OF INSTRUMENTS IN SHORT

	of Bronerty	1:1	Residential
N	lature of Property		Lucknow
V	Vard/Pargana	1.	Uttardhauna
1	Mohalla/Village	+	
	V-Code Detail of Property		Residential Plot No. B-18 of Sector- B out of Khasra No. 419 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	1	Sq. Meters Situated at 7.5 mtr wide road.
-	Location Road	-	: Situated at 7.5 Introduced a
7.	Type of Property		: Residential Flot
8.	Type of Free or		
	Consideration		: Rs.72,99,294/- : East: 7.5-Meter-Wide Road &
9.	Consideration		: East: 7.5-Meter-Wido
10.	Boundaries		Green Area-7
			West: Other's Property
			North: Plot No. B- 17
			TI OHARY DIODELLY
	First D	/	1): No. of Persons in Second Part (1)
		2111	11. 140. 0.

FOR SPRING GARDEN

PARTNER

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12. Details of Seller:  SPRING GARDEN, PAN No. ADPFS9990R  Partnership Seller, incorporated under the Partnership Act, 1932 having its Registered Office at B-46, Vibhuti Khand, Gomti Nagar, Lucknow 226010, through its duly authorized Partner Mr. Ashutosh Khare, S/o Late Prem Dayal Khare.	(i) MRS. NISHA SINGH, (PAN NO. BPXPS9576J DOB 19/05/1974) W/o Mr. Digvijay Singh, R/o Barnai, Baitalpur, Deoria, Uttar Pradesh- 274201.
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### THIS DEED OF SALE IS EXECUTED BETWEEN

THIS SALE DEED MADE ON this 6<sup>th</sup> day of Mar, 2020 BY **M/S SPRING GARDEN,** a partnership firm, having it's registered office at B-46, Vibhuti 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, thereinafter 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 2<sup>nd</sup> 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.6 Jild no.19 pages 91/98 to no. 22.

For SPRING GARDEN

PARTNER

#### IN FAVOUR OF

MRS. NISHA SINGH wife of Mr. Digvijay Singh, resident of Barnai, Baitalpur, Deoria, Uttar Pradesh- 274201 (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-18, out of Khasra No. 419, situated at Village- Uttardhauna, Pargana Tehsil and District-Lucknow measuring 177.417 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 419 measuring 0.25317 Hectare from its ex-owner through a registered sale deed dated 02/11/2018 vide Book No. 1 Jild 21655 at pages 129 to 160 serial No 16944 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 with the owners of adjoining land vide Agreement dated 22/09/2018 registered in Book No. IV Jild No. 547 on Pages 1 to 16 at SI. 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 SI. 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.

For SPRING GARDEN

PARTNER

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. 72,99,294/- (Rupees Seventy-Two Lac Ninety-Sale Consideration Two Hundred Ninety-Four Only) by way of ABSOLUTE Nine Thousand Two Hundred Ninety-Four 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 himself/herself/themselves regarding the ownership rights of the seller in the said Plot and right to transfer the said Plot and purchaser has also examined the quality of work, material, etc. used towards development and examined the quality of work, material, etc. used towards development and examined the quality of work, material, etc. used towards development and examined the quality of work, material, etc. used towards development and examined the quality of work, material, etc. used towards development and examined the quality of work, material, etc. used towards development and examined the quality of work, material, etc. used towards development and examined the quality of work, material, etc. used towards development and examined the quality of work, material, etc. used towards development and examined the plot area here.

PURCHASER has no compliant in any respect including the plot area here by sold. Further the claim of compensation, if any, by the Purchaser in the plot being part of Spring Garden at Khasra nos. 374 to 376, respect of the Plot being part of Spring Garden at Khasra nos. 374 to 376, and 381, 383 to 387, 404 to 407,419 to 422, at Village- Uttardhauna, Tehsil-

For SPRING GARDEN

PARTNER

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.72,99,294/- (Rs. 51,000/- through NEFT Dated- 09.12.2019, Rs. 45,00,000/- through DD no. 10319 dated- 04.03.2020 State Bank of India Branch-Orai, Rs. 7,00,000/- through RTGS UTR no. SBINR52020030400094413 dated 04.03.2020 State Bank of India, Rs. 9,99,000/- through cheque no. 864182 dated 06.03.2020 Oriental bank of Commerce Branch Gorakhpur, Rs. 9,99,000/- through cheque no. 864183 dated 06.03.2020 Oriental Bank of Commerce Branch Gorakhpur & Rs. 80,294/- through cheque no. 104113 Bank Allahabad Bank Branch- Orai 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 it's 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 person or persons, to restrict the purchaser right of use and enjoyment of the property sold in any manner whatsoever.

For SPRING GARDEN

PARTNER

- 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 & 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 common lighting, generator for lighting in common areas, services

FOR SPRING GARDEN

PARTNER

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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.

- X -

- 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

future in the Project and shall also be connecting/linking the amenities/facilities etc. of additional electricity, water, sanitary/drainage system 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

- 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

- 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 by the Seller to hold and enjoy the same by the PURCHASER free 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 keeping in the view of the actual cost of maintenance, for which the necessary keeping in the view of the Seller/Authorized Agency to the purchaser and on notice will be given by the Seller/Authorized Agency to make payments of 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 maintaining the aforesaid project regarding the purchaser or any of their and other taxes and dues payable thereon, and if the purchaser or any of their 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 transferee(s) transfer the said property has to pay all the outstanding dues 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

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LINE IS RECEIVED

#### विक्रय पत्र

रजिस्ट्रेशन स०: 3927

वर्ष: 2020

बही स०:1

प्रतिफल- 7299294 स्टाम्प शुल्क- 501000 बाजारी मूल्य - 1367000 पंजीकरण शुल्क - 73000 प्रतिलिपिकरण शुल्क - 80 योग : 73080

श्रीमती निशा सिंह, दिग्विजय सिंह व्यवसाय : नौकरी निवासी: बरनई बैतालपुर, देवरिया

NSingh





ने यह लेखपत्र इस कार्यालय में दिनाँक 06/03/2020 एवं 01:41:44 PM बजे निबंधन हेतु पेश किया।

रज़िस्ट्रीकरण अधिकारी के हस्ताक्षर

श्रीमती रूपम श्रीवास्तव(प्रभारी) उप निबंधक :सदर द्वितीय

लखनऊ 06/03/2020

n राम सागर त्रिपाठी निबंधक लिपिक

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.

## SCHEDULE OF PROPERTY

Plot No. B-18 out of Khasra No. 419, situated at Village- Uttardhauna, Pargana Tehsil and District-Lucknow measuring 177.417 sq.mtr., and bounded as below: -

EAST

: 7.5-Meter-Wide Road & Green Area-7

WEST

: Other's Property

NORTH

: Plot No. B-17

SOUTH

: Other's Property

### WITNESSES:-



Mr. Digvijay Singh, S/o: Mr. Harihar Singh, R/o: Gram Barnai, Barnai Khas, Deoria, Baitalpur, Uttar Pradesh-274201.

Signed for & on behalfen

PARTNER

SELLER (ADPFS9990R)



Mr. Ramakant Singh S/o: Mr. Lalla Ram R/o: 25, Jagnti Vihar, Near Aone Public School, Kalyanpur, Vikas Nagar, Bakshi Ka Talab, Lucknow, Uttar Pradesh-226022. PURCHASER (BPXPS9576J)

Dyafted & Typed By: Sudhakar Prasad Tiwari (Advocate)

High court Lucknow Phone-9450212350

#### SPRING GARDEN.

Uttardhauna, Faizabad Road, Lucknow 226028

BOUNDARY:

PLOT NO PLOT SIZE : B-18

: FRONT- 10.46mt. REAR-10.12 mt. SIDE 1-16.94mt SIDE 2-17.55mt. : 177.417 sq.mt.

NORTH SOUTH : Plot no.B-17 OTHERS' PROPERTY

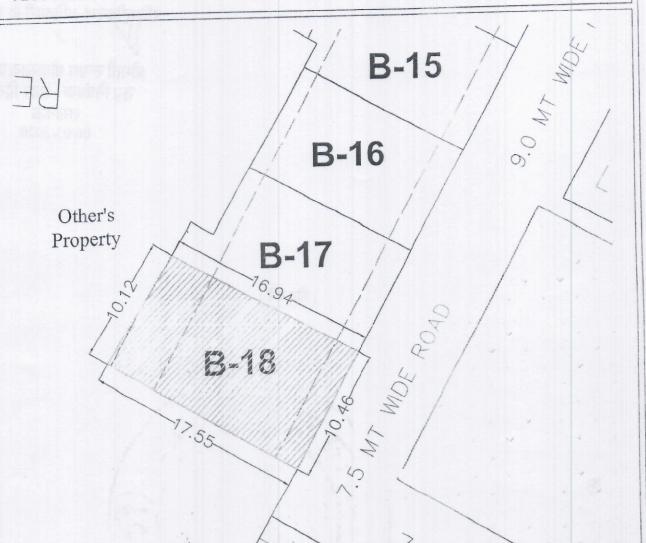
PLOT AREA

EAST

7.5 mt.wide road

WEST

OTHERS' PROPERTY



LDA PERMIT NO.: MAP-20180801142508397

RERA NO.

: UPRERAPRJ851014

NORTH:



For SPRING GARDEN

PARTNER