

Sale Consideration : Rs. _____/-
Market Value : Rs. _____/-
Stamp Duty : Rs. _____/-

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	:	Residential
2.	Ward/Pargana	:	Lucknow
3.	Village/Mohalla	:	Baghamau, Pargana, Tehsil & Distt- Lucknow
4.	Details of Property	:	Dwelling Unit No. _____ situated in the Project known as "VALENCIA COUNTY" developed over Plot No."GH-17" in the integrated Township named Shalimar One world
5.	Standard of measurement	:	Sq. meters
6.	Location Road	:	More than 100 Mtr. away from Shaheed Path
7.	Type of Property	:	Villa
8.	Land area	:	_____ Sq. Meters
9.	Covered area	:	_____ Sq. Meters
10.	Consideration	:	Rs. _____ (Rupees _____ only)
11.	Boundaries	:	EAST : WEST : NORTH : SOUTH :
12.	Details of SELLER(1)	:	Details of PURCHASER(1)
	M/S ANS DEVELOPERS PVT LTD (PREVIOUSLY KNOWN AS M/S SHALIMAR LAKE CITY PVT LTD) having its corporate office at 11 th Floor Shalimar Titanium Vibhuti Khand Gomti Nagar Lucknow represented by its authorize		_____ _____ _____ _____ _____

signatory Mr. Mohammed Faisal Wase	
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SALE DEED

THIS SALE DEED is executed on this ____ day of _____, 2020
at Lucknow

BY AND BETWEEN

M/S ANS DEVELOPERS PVT LTD (PREVIOUSLY KNOWN AS M/S SHALIMAR LAKE CITY PVT LTD) (CIN no U70109MH2006PTC237856), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 308, Tulsiani Chambers, Nariman Point, Mumbai and its corporate office at 11th Floor Shalimar Titanium Vibhuti Khand Gomti Nagar Lucknow (**PAN-AAFCA9848N**), represented by its authorize signatory Mr. Mohammed Faisal Wase (Aadhar No-778006578412) authorized vide board resolution dated 04th June 2019 through Mr. Saunderya Kumar s/o Late Mr. Sohan Lal, who is duly authorized for presentation by way of authenticated power of attorney which is registered in the office of sub registrar-II, Lucknow vide book no.6, zild no.19 on pages 215 to 224 as serial no.35 on dated 17.08.2019; (hereinafter referred to as the **"SELLER/PROMOTER"**, which expression unless repugnant to the context shall always mean and include their respective successors, administrators, legal representatives, executors and assigns) of the ONE PART;

AND

MR. _____ (**PAN No.-** _____)

S/O _____ **And** MR. _____

S/O _____ R/o _____

(hereinafter referred to as the **"PURCHASER(S)"** which expression unless repugnant to the context shall always mean and include their respective heirs, successors, legal representatives executors and assigns) of the OTHER PART.

(The SELLER and the PURCHASER(S) as above are collectively known as the "Parties" and individually as "Party")

WHEREAS First party is the exclusive of owner of Part of Khasra No. 70 to 79, 81, 82, 83, 84, 85Ka, 85Kha, 87, 88, 89, 90Ka, 90Kha, 90Ga, 91, 92, 93Ka, 93Kha, 94, 95, 96, 97Ka, 97Kha, 98, 99, 100, 101, 102, 103Ka, 103Kha, 104, 105, 106, 107, 108Ka, 108Kha, 109, 112, 113Ka, 112Kha, 114, 115, 116, 117, 118 which has been purchased by the seller vide various sale deeds/Transfer Deeds as mentioned here:-

- a. Vide registered deed dated 23/10/2013 registered in Book No. 1 Zild No. 14556 on Pages 113 to 152 at Sl. No.15995 in the office of Sub-Registrar-II, Lucknow.
- b. Vide registered lease deed dated 24/06/2015 registered in Book No. 1 Zild No.16966 on Pages 379 to 408 at Sl. No. 9652 in office of Sub-Registrar-II, Lucknow.
- c. Vide registered deed dated 15/09/2018 registered in Book No. 1 Zild No.21474 on Pages 47 to 74 at Sl. No.14340 in office of Sub-Registrar-II, Lucknow.
- d. Vide registered transfer deed dated 01/04/2015 registered in Book No. 1 Zild No. 16603 on Pages 215 to 256 at Sl. No. 4251 in office of Sub-Registrar-II, Lucknow.
- e. Vide registered deed dated 09/04/2015 registered in Book No. 1 Zild No.16641 on Pages 69 to 194 at Sl. No. 4798 in office of Sub-Registrar-II, Lucknow.
- f. Vide registered deed dated 18.04.2015 registered in Book No. 1 Zild No. 16682 on Pages 165 to 324 at Sl. No.5396 in office of Sub-Registrar-II, Lucknow.

WHEREAS the SELLER in order to drive optimum utility from the said land constructed _____number of Dwelling Units therein, Community centre, Common Areas and Facilities and other amenities etc. developed/ constructed/ to be constructed on the said land and named the same as '**VALENCIA COUNTY**' of the Township named **Shalimar One world** comprising of different phases and towers ("Project").

WHEREAS the Unit Number _____ is constructed and developed on the part of the "**VALENCIA COUNTY**", project land (land admeasuring approximately _____ sq. mtr. (i.e. _____ Hect.) Lying and situated at Village Bagahamau, Pargana, Tehsil & Distt. Lucknow together with the Limited Common areas and facilities, open spaces, all improvements and structures thereon and all easements, rights and appurtenances belongings thereto and named as '**VALENCIA COUNTY**', of the Township named Shalimar Oneworld in pursuance of Permit No. _____ dated _____ and Permit No. _____ dated _____ issued by the Lucknow Development Authority, Lucknow ("said Project"). The said project has been registered under the Real Estate (Regulation & Development) Act, 2016 (RERA) as Ongoing project; AND

WHEREAS The Said Project has been registered with the Real Estate Regulatory Authority ("Authority") on _____ and the Said Project's Registration Certificate No. is _____. The details of the Promoter and the Said Project are also available on the website (www.up-rera.in) of the Authority.

WHEREAS Purchaser(s) have perused and are satisfied with the title of the Project land and is/are desirous of purchasing a Villa in the project known as '**VALENCIA COUNTY**' of the Township Shalimar Oneworld, situated at Village Baghamau, Pargana, Tehsil & Distt. Lucknow, more fully detailed in the Schedule attached hereto.

WHEREAS Purchaser(s) acknowledges that the Seller(s) has provided all the information and clarifications as required by the Purchaser(s) with respect to the Villa being purchased by it and the project (including phases), as enumerated in RERA, and that the Purchaser(s) has relied on its own judgment and investigation in deciding to book a Villa in the said Project and enter into this Deed and has not relied upon and is not influenced

by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects. Further the compensation of claim, if any, of the Purchaser(s) in respect of the Villa hereby sold shall be deemed to have been waived.

WHEREAS the purchasers have been allotted a **Villa No. _____ having Area _____ sq. feet i.e. _____ sq. meters and Covered area of _____ sq. feet i.e. _____ sq. meters in the Project known as "VALENCIA COUNTY" of the Township named Shalimar Oneworld** hereinafter referred to as the "Said Villa " for the Sale Consideration subject to the terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

- 1.** That in consideration of **Rs. _____/- (Rupees _____ Only)**, paid by the purchasers to the sellers, the detail of payment is given in schedule of payment, of this deed, and receipt whereof the sellers hereby acknowledge, the seller hereby transfer, convey and assign by way of absolute sale of all that **Villa No. _____ having Land Area _____ sq. feet i.e. _____ sq. meters and Covered area of _____ sq. feet i.e. _____ sq. meters situated in the Project known as "VALENCIA COUNTY" developed over Plot No."GH-17" in the integrated Township named Shalimar One world Village Bagahamau, Pargana, Tehsil & Distt – Lucknow.** (fully described at the foot of this deed) together with liberties, privileges, easementary rights, and appendages and appurtenances whatsoever to the said property and or any part thereof, occupied herewith and all the estate, right, title and interest upon the same and every part thereof, and to have and to hold the same unto and to the use of the

purchasers, his successors, assigns, administrators, executors, as absolute owner, forever and at all time.

2. That the purchasers has paid to the sellers total sale consideration, as full and final payment, in respect of the aforesaid transaction of sale, as per the details herein below mentioned, the receipt whereof is acknowledged by the seller.
3. That the sellers delivered the actual, physical and vacant possession of the aforesaid property to the purchasers.
4. That the sellers has assured and undertaken that the aforesaid property is free from all sort of encumbrances i.e. Sale, mortgage, attachments, disputes, gift, will, exchanges, court injunction and the sellers have not at any time gone, executed or perform or suffered to the contrary or been a party or privy to any act, deed, thing whereby by reason or by means whereof the said property is or may be impeached, charged, encumbered or affected adversely or whereby the sellers be prevented from transferring or conveying the said property or by reason of defect in the title, in any manner aforesaid, and if it is ever proved otherwise, in that event the seller undertakes to indemnify the purchasers his successors, assigns, executors and administrators, of the loss or losses which may be suffered, incurred, undergone and or sustained by the purchasers as a result thereof to the extent of the total sale consideration plus all expenses, incurred by the purchasers from the seller or from his successors, otherwise movable or immovable property wherever found in existence at that time, at the expense of the sellers.
5. That the sellers, directly or indirectly, has not created any charge on the said property, and if any person or persons claims himself or through or on behalf of the seller any rights or privileges in respect of the property here in above mentioned, the same shall be rendered illegal and void by virtue of the present deed of sale.
6. a. THAT the Purchaser(s) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed

upon the aforesaid Villa by any authority or body or Govt. from time to time.

- b.** THAT the SELLER shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Villa by any authority or body or Govt. till the possession or date of execution of this deed, whichever is earlier.
- c.** THAT in case any dues are outstanding against the SELLER or their predecessors in interest in respect of Villa hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the SELLER and not the Purchaser(s).
- 7.** That after the execution and registration of this deed of sale, the purchasers has been liable to pay all the taxes, in respect of the property hereby sold, to the concerned authorities.
- 8.** That the purchasers are entitled to get their name mutated in the records of LDA, or in any other local authority or with respect to the said property hereinbefore conveyed to the purchasers for which the seller hereby give his consent.
- 9.** That the sellers covenant with the purchasers to do all future acts to execute any document in respect of the property hereby sold as may be required for holding and peaceably enjoying the sold property from time to time, if there be any such need and the same if required be done at the cost and the expense of the purchasers.
- 10.** The Purchaser(s) shall participate towards registration of this deed of the Villa, as provided under sub-section (1) of section 17 of the Real Estate (Regulation and Development) Act, 2016 ("Act").
- 11.** THAT all the expenses for execution and registration of this sale deed shall be borne by the Purchaser(s) and in case any deficit or penalty in respect of payment of stamp duty is levied, the same shall be borne and paid by the Purchaser(s).

12. NOTICE

That all letters, circulars, receipts and / or notices issued by SELLER dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the Purchaser(s) given herein above will be sufficient proof of the receipt of the same by the Purchaser(s) and shall completely and effectually discharge the SELLER in respect of the same.

13. INDEMNIFICATION

THAT if any relative, successors, heirs of SELLER or any person claims any right or privileges in respect of the Villa hereby transferred it shall be rendered illegal and void by virtue of present Sale Deed and if the Purchaser(s) is deprived of aforesaid Villa by reason of any defect in the title, the SELLER hereby undertake to indemnify the Purchaser(s) against all losses suffered by the Purchaser(s) due to such loss or losses.

That the Purchaser(s) hereby indemnifies and agrees to keep the SELLER indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the SELLER may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and/or any other such charges payable by the Purchaser(s) in respect of the said Villa from the date of execution of this Deed.

14. WAIVER

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Deed or any forbearance or extension of time given to the Purchaser(s) to fulfill his obligations and abide by the terms of this Deed shall not be construed as a waiver on the part of the Promoter or any breach or non-compliance of any of the terms and conditions of this Deed by the Purchaser(s) nor shall the same in any manner prejudice or affect the rights of the Promoter.

15. SPECIFIC PERFORMANCE

The Promoter hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Deed. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

16. SEVERABILITY

If at any time, any provision of this Deed shall be determined to be void or unenforceable under any applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, as the case may be, and the remaining provisions of this agreement shall survive and remain valid and enforceable with full force and effect. However, if any of the provisions, attributable to the above causes, has to be deleted / replaced, then the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provisions being deleted / replaced such that it preserves and protects the interest of the Parties under this Deed.

17. GOVERNING LAW

That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.

18. JURISDICTION

That, the Courts of Uttar Pradesh, at Lucknow bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.

19. DISPUTE RESOLUTION

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the Parties by mutual negotiations and Agreement. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto ("the Arbitration Act"). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the Parties. The venue of arbitration proceedings shall be Lucknow. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the Parties in equal proportions.

20. SAVINGS

Any brochure, application, letter, allotment letter or any other document signed by the Purchaser(s), in respect of the Villa, prior to the execution and registration of this deed for such Villa, shall not be construed to limit the rights and interests of the Purchaser(s) or the Promoter under this deed, under the Act, the rules or the regulations made thereunder.

21. ASSIGNMENT

The Promoter shall be free to assign any/all of its rights under this deed and rights with respect to the Project and the

Land to any other person/entity ['Assignee(s)'] and the Purchaser(s) shall not be entitled to object to the same in any way. With effect from the date of such assignment by the Promoter, the term 'Promoter/Seller' as interpreted in this deed and for all purposes herein, shall mean the Assignee(s).

- 22.** That this sale deed has been drafted by the undersigned as per instructions and documents provided by the Parties for which they shall be responsible.
- 23.** That the identification of the Parties has been done on the basis of the documents provided by them.

VALUATION AS PER CIRCLE RATE

1. LOCATION OF ROAD

THAT the Villa transferred under this deed is situated at Village Baghamau, Pargana, Tehsil & Distt. Lucknow, which is falling near Gomti Nagar Extension, Sector-6, Lucknow, which is assessed as given in Circle Rate List, issued by Collector, Lucknow.

2. CALCULATION

That the the land hereby sold is about _____ sq. meter the value whereof @ Rs. 38,000/- per sq. meter comes to Rs. _____/= The total Covered area of Villa is about _____ sq. meter, and value thereof @ Rs. 15,000/- per sq. meter comes to Rs. _____/-. The total value of land and construction of the Villa comes to Rs. _____/- Only. But the actual sale consideration is higher than the market valuation hence Stamp Duty will be paid on Sale Consideration of Rs. _____/- only. As both the PURCHASER(S) have equal share in the Villa, One Purchaser being Female hence there is a deduction of Rs. _____/- is applicable, Thus the stamp duty of Rs. _____/-(Round off Rs. _____/-) has been paid vide E-Stamp Certificate No. IN-UP _____S dated _____.2020.

SCHEDULE OF PROPERTY

Villa No. _____ having Land Area _____ sq. feet i.e. _____ sq. meters and Covered area of _____ sq. feet i.e. _____ sq. meters situated in the Project known as "VALENCIA COUNTY" developed over Plot No."GH-17" in the integrated Township named SHALIMAR ONE WORLD Village Bagahamau, Pargana, Tehsil & Distt – Lucknow, which is bounded as under:-

EAST :
WEST :
NORTH :
SOUTH :

IN WITNESS WHEREOF the Parties have put their respective signatures on this deed of sale on the date, month and year first above written in presence of following witnesses.

Place : Lucknow

Dated :

WITNESSES

1.

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**M/S ANS DEVELOPERS
PRIVATE LTD** Through
Authorized Signatory
Mohammed Faisal Wase
SELLER

2.

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PURCHASERS

Typed By:
Saunderya Kumar (Adv.)

Drafted by:
Charan D S Bedi (Advocate)
Mob No.9935717131