



Kheora Kachhar Tehsil Kanpur Sadar Distt. Kanpur Nagar to Smt. Rita Jalan vide sale deed dated 21.03.07 duly registered in Bahi No. 1 volume No. 3540 on pages 89 to 122 at serial No. 819 with Sub-Registrar Zone-II, Kanpur Nagar.

AND WHEREAS said Rita Jalan sold her aforesaid Arazi No. 6KaMi and 7Mi measuring 0.425 Hect. village Kheora Kachhar Tehsil Kanpur Sadar, Distt. Kanpur Nagar to M/s. Skyline Infra Heights Pvt. Ltd. vide sale deed dated 12.10.2011 duly registered in Bahi No. 1 volume no. 5078 on pages 133 to 204 at serial No. 4830 with sub-Registrar Zone-II, Kanpur Nagar.

AND WHEREAS Devi Dayal S/o Bhikha also sold his  $\frac{1}{2}$  undivided share of Arazi No. 6KaMi and 7Mi measuring 0.425 Hect. village Kheora Kachhar Tehsil Kanpur Sadar Distt. Kanpur Nagar to Shri Deepak Sehgal vide sale deed dated 19.04.2006 duly registered in Photostat Book No. 1 Khand 3276 on pages 31 to 52 at serial No. 1780 with sub-Registrar Zone-II, Kanpur Nagar.

AND WHEREAS Budha son of Jodha was Sankramani Bhumindhar of Arazi No. 6Kha measuring 0.060 Hect. of village Kheora Kachhar Tehsil Kanpur Sadar Distt. Kanpur Nagar also sold his aforesaid Arazi to Mr. Deepak Sehgal vide sale deed dated 02.12.2009 duly registered in Photostat Book no. 1 Khand 4297 on pages 59 to 98 at serial No. 3667 with sub-Registrar Zone-II, Kanpur Nagar.

AND WHEREAS said Deepak Sehgal sold the aforesaid Arazi No. 6Kha measuring 0.060 Hect. and  $\frac{1}{2}$  of Arazi No. 6KaMi and 7Mi measuring 0.425 Hect. total measuring 0.485 Hect. village Kheora Kachhar Tehsil Kanpur Sadar Distt. Kanpur Nagar to M/s. Smile Constructions Pvt. Ltd. vide sale deed dated 12.05.2011 duly registered in Bahi No. 1 volume No. 4888 on pages 33 to 80 at serial No. 2377 with sub-Registrar, Zone-II, Kanpur on 18.05.2011.

AND WHEREAS M/s. Smile Constructions Pvt. Ltd. sold the aforesaid Arazi No. 6Kha measuring 0.060 Hect., Arazi No. 6KaMi measuring 0.200 Hect. and 7Mi measuring 0.225 Hect. total measuring 0.485

Hect. of Village Kheora Kachhar Tehsil Kanpur Sadar Distt. Kanpur Nagar to M/s. Skyline Infra Heights Pvt. Ltd. vide sale deed dated 07.11.2012 duly registered in Bahi No. 1 volume 5705 on pages 105 to 180 at serial No. 6322 with Sub-Registrar, Zone-II, Kanpur Nagar on 07.11.2012.

AND WHEREAS the said land is earmarked for the purpose of building a residential project, comprising raised multistory residential building in several Blocks having several separate units with adequate provisions for common areas and facilities and the project has known as "**THE PEAK**".

AND WHEREAS the Promoter is fully competent to enter into this Sala Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.

AND WHEREAS the Kanpur Development Authority has granted commencement certificate to develop the project vide approval dated 26.09.2020 bearing permit no. 536/BHAWAN/ENF-1/16-17. The promoter has obtained all necessary approvals for the project and undertakes that it shall not make any changes to these approve plans accept in strict compliance with section 14 of the Act and other laws as applicable.

AND WHEREAS The PROMOTER has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at **Lucknow** on dated 01.07.15 under registration No. **UPRERAPRJ4608**.

AND WHEREAS the Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted flat no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Sq. Mtr type \_\_\_\_\_ on \_\_\_\_\_ floor in block \_\_\_\_\_ along with \_\_\_\_\_ car parking admeasuring 100 Sq. Ft. each in the \_\_\_\_\_ parking as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules, 2016. and deed of declaration submitted before the concerned authority.

AND WHEREAS the parties have gone through all the terms and conditions set out in this Sala Deed and understood the mutual rights and obligations detailed herein.

AND WHEREAS the parties hereby confirm that they are signing this Sala Deed with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the project;

AND WHEREAS the parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Sala Deed and all applicable laws, are now willing to enter into this Sala Deed on the terms and conditions appearing hereinafter.

AND WHEREAS in accordance with the terms and conditions set out in this Sala Deed and as mutually agreed upon by and between the Parties. the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat no                      and the                      as mentioned above.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and Sala Deeds contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Sala Deed, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the flat as mentioned above.

1.2 The Total Price for the flat no.                      based on the carpet area is Rs.                      + GST (Rupees                      Only+ GST), Rate of Flat per square feet: Rs.                      /- Per Sq. Ft., Block                      , Flat No.                      , Type-                      , Floor-

**Explanation:**

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the flat.

The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in

connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the flat.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Sala Deed.



prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

**2. MODE OF PAYMENT**

Subject to the terms of the Sala Deed and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of Skyline Infra Heights Pvt. Ltd. payable at Kanpur.

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Sala Deed. Any refund, transfer of security, if provided in terms of the Sala Deed shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Sala Deed, it shall be the sole

responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the flat to the Allottee and the common areas to the association of the allottees after receiving the Completion Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Sala Deed subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C (“Payment Plan”)**.

**6. CONSTRUCTION OF THE PROJECT/ APARTMENT**

The Allottee has seen the specifications of the flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Sala Deed] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Sala Deed, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by **“The Development Authority Area Kanpur Under the U.P. Urban Planning Development Act, 1973”** and shall

not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Sala Deed.

**7. POSSESSION OF THE APARTMENT/PLOT**

**7.1 Schedule for possession of the said flat:** The Promoter agrees and understands that timely delivery of possession of the flat is the essence of the Sala Deed. The Promoter, based on the approved plans and specifications, assures to hand over possession of the flat on

by way of sale deed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Sala Deed.

**7.2 Procedure for taking possession-** The Promoter, upon obtaining the Completion Certificate from the competent authority shall offer in writing the possession of the flat, to the Allottee in terms of this Sala Deed to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the association of allottees, as

the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 2 months of receiving the Completion Certificate of the Project.

- 7.3 **Failure of Allottee to take Possession of flat** - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Sala Deed, and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet area (in case of apartment) and at the rate of Rs. 1/- per month per sq ft per month of plot area in case of Dlot) for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2
- 7.4 **Possession by the Allottee** - After obtaining the Completion Certificate and handing over physical possession of the flat to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee** — The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re- allotment of the flat or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said flat and also display this information on the official website of UP RERA on the date of re- allotment.
- 7.6 **Compensation** –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the flat (i) in accordance with the terms of this Sala Deed, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the flat.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER** The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the flat;

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and flat and common areas;
- (vi) The Promoter has the right to enter into this Sala Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any Sala Deed for sale and/or development Sala Deed or any other Sala Deed / arrangement with any person or party with respect to the said Land, including the Project and the said flat which will, in any manner, affect the rights of Allottee under this Sala Deed;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Allottee in the manner contemplated in this Sala Deed;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the flat to the Allottee and the common areas to the Association of the Allottees.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of the flat has been handed over to the allottee.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the flat to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, a non defaulting Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Sala Deed in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate equal to MCLR of SBI plus 1% unless provided in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Sala Deed, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the flat.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the flat in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Sala Deed shall thereupon stand terminated.

**10. CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the flat under the Sala Deed from the Allottee, shall execute a conveyance deed and convey the title of the flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the Completion Certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

**11. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**12. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within "THE PEAK", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water

tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

- 13. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the flat and keep the flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**14. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Sala Deed for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Sala Deed he shall not mortgage or create a charge on the flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

**16. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010.**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter show in 9 compliance of various laws/regulations as applicable in Uttar Pradesh .

**17. BINDING EFFECT**

Forwarding this Sala Deed to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Sala Deed with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned **Sub-Registrar Zone-2, Kanpur Nagar.** as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Sala Deed within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums

deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**18. ENTIRE SALA DEED**

This Sala Deed, along with its schedules, constitutes the entire Sala Deed between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other Sala Deeds, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said

**19. RIGHT TO AMEND**

This Sala Deed may only be amended through written consent of the Parties.

**20. PROVISIONS OF THIS SALA DEED APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the flat, in case of a transfer, as the said obligations go along with the flat for all intents and purposes.

**21. WAIVER NOT A LIMITATION TO ENFORCE**

**21.1** The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Sala Deed, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

**21.2** Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**22. SEVERABILITY**

If any provision of this Sala Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Sala Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Sala Deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Sala Deed shall remain valid and enforceable as applicable at the time of execution of this Sala Deed.

**23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE SALA DEED**

Wherever in this Sala Deed it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the flat bears to the total carpet area of all the flat in the Project.

**24. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Sala Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**25. PLACE OF EXECUTION**

The execution of this Sala Deed shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kanpur after the Sala Deed is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Sala Deed shall be registered at the office of the **Sub-Registrar, Zone-2, Kanpur Nagar**. Hence this Sala Deed shall be deemed to have been executed at **Sub-Registrar, Zone-2, Kanpur Nagar**

**26. NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Sala Deed shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Mr.

M/s Skyline Infra Heights Pvt. Ltd.  
113/200, Swaroop Nagar, Kanpur.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Sala Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**27. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**28. GOVERNING LAW**

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

**29. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Sala Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing

which the same shall be settled through the adjudicating officer appointed under the Act.

**DESCRIPTION OF BOUNDARIES-**

**SCHEDULE-A (ENTIRE PREMISES & FLAT No. D-605)**

North : Agriculture Land having Arazi No.4 & 5  
South : Agriculture Land having Arazi No.8 & 9  
East : Agriculture Land of Kheora Katri  
West : 30 Mtr. Wide Road

**(FLAT NO.:**

North :  
South :  
East :  
West :

**(SCHEDULE 'C')**

**DETAILS OF PAYMENT**

**Rs.**                      **/- + GST (Rs.**    **ONLY + GST)**

**Rs.**                      **/-**                      **Received Rupees**    **Only.**

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Sala Deed for sale at **Kanpur** in the presence of attesting witness, signing as such on the day first above written.

**WITNESSES:**

**1.**