

Sale Consideration : Rs. 00,00,000/- only  
 Market Value : Rs. 00,00,000/- only  
 Stamp Duty paid : Rs. 0,00,000/- only

**DETAILS OF INSTRUMENT IN SHORT**

1.	Nature of Property	:	Residential Flat
2.	Pargana & Tehsil	:	Nawabganj
3.	Village-/Mohalla	:	Mauthari, (V-Code-1057) Distt. Barabanki.
4.	Details of Property	:	<b>Flat No.</b> _____ having super area admeasuring _____ sq. fts./_____ sq. mts. only and carpet area admeasuring _____ sq, fts./_____ sq. mts. on Ground Floor of the building known as "MIRACLE HOMES PHASE-II" developed on part of Khasra no. _____ situated at Village- Mauthari, Pargana and Tehsil Nawabganj, Distt. Barabanki
5.	Standard of measurement	:	Sq. meters
6.	Location Road	:	The building is located at Internal road but it is not located at corner
7.	Type of Property	:	Flat
8.	Super area Covered area	:	_____ sq. fts./_____ sq. mts. only _____ sq. fts./_____ sq. mts.
9.	Undivided share in land	:	_____ sq. mts. Only
10.	Rate of land prescribed by Collector	:	Rs. 0/- per sq. mts.
11.	Rate of construction prescribed by Collector	:	Rs. 0/- per sq. mts.
12.	Other Details	:	Other Road is situated in radius of 100 mts of the property
13.	Consideration	:	Rs. _____ 0/- (Rupees _____ only)
14.	Boundaries	:	EAST : WEST : NORTH : SOUTH :

15.	No of persons in First Part (1)	No of persons in Second Part (2)
16.	<b>Details of SELLER:</b>  <b>MAXMIRACLE BUILD CARE L.L.P.</b> , having its registered office at First Floor, (1/2) A.C.Tower, Surendra Nagar-4, Faizabad Road, Lucknow-226016 through its partner / authorized signatory Mr. Madhavendra Porwal, son of Mr. Krishna Avtar Porwal, resident of Flat No. 801, Rewti-A, Paarth Adyant, Sector-7, Gomti Nagar Extension, Lucknow.  PAN : ABJFM1870A Aadhar No-xxxx xxxx 9246 Mob.No-7081454444 Occupation-Business	<b>Details of PURCHASERS(S)</b>  <b>(1)</b> son of _____ Resident of _____ _____ _____ 1. Aadhar No. XXXX XXXX XXXX PAN No. XXXXXXXXXXXX Mobile No. XXXXXXXXXXXX Occupation :

### **SALE DEED**

**THIS SALE DEED** is executed on this \_\_\_<sup>th</sup> day of \_\_\_\_\_ **20**\_\_ by and between **MAXMIRACLE BUILD CARE L.L.P.**, having its registered office at First Floor,(1/2) A.C.Tower, Surendra Nagar-4, Faizabad Road, Lucknow-226016 through its partner/authorized signatory Mr. Madhavendra Porwal, son of Mr. Krishna Avtar Porwal, resident of Flat No. 801, Rewti-A, Paarth Adyant, Sector-7, Gomti Nagar Extension, Lucknow; (hereinafter referred to as the **"Seller/Developer"** *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**

**(1)** \_\_\_\_\_ son of \_\_\_\_\_  
Resident \_\_\_\_\_ of \_\_\_\_\_

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

(The Seller/Developer and the PURCHASERS as above are collectively known as the "**Parties**" and individually as "**Party**")

(This draft is prepared using 'he', 'his' and 'him' for the sole male Allottee. In case of sole female Allottee, the words 'he', 'his' and 'him' shall be treated, used and understood as 'she', 'her' and 'her' and in case of joint Allottees, the words 'he', 'his', 'him', 'is', 'has' and 'Allottee' shall be treated, used and understood as 'they', 'their', 'them', 'are', 'have' and 'Allottees' respectively.)

- a. **WHEREAS**, the Seller/Developer /developer purchased Khasra No. 36 admeasuring 0.113 Hect. situated at Village- Mauthari, Pargana Nawabganj, Tehsil Nawabganj, Dist. Barabanki from its ex-owner Sri Jot Prakash son of Sri Sahaj Ram through a sale-deed dated 28.11.2018 vide book No. I, Jild No. 11824 on pages 89 to 102 at Sl.No.20871 duly registered at the office of sub-registrar-Barabanki and thereafter, the Seller/Developer/developer got it declared 'non-agricultural' under section 80 of U.P. Revenue Code, 2006 vide order dated 05.07.2019.
- b. **AND WHEREAS**, the Seller/Developer /developer purchased adjoining Khasra No. 31 admeasuring 0.589 Hect. situated at Village- Mauthari, Pargana Nawabganj, Tehsil Nawabganj, Dist. Barabanki from its ex-owner Sri Sri Ramesh and Sri Chhotey Lal both sons of Late Pyare Lal through a sale-deed dated 18.03.2019 vide book No. I, Jild No. 12113 on pages 273 to 300 at Sl. No. 5461 duly registered at the office of sub-registrar-Barabanki and thereafter, the Seller/Developer/developer got it declared 'non-agricultural' under section 80 of U.P. Revenue Code, 2006 vide order dated 10.07.2019.
- c. **AND WHEREAS**, the Seller/Developer/developer has got the said project approved from Zila Panchayat, Barabanki vide permit No. 501/मानचित्र/ज़ि.प./2019-20 dated 13.08.2019.
- d. The said Project has been given a certificate from Fire department Barabanki which certificate no is \_\_\_\_\_ on dated 00/00/0000
- e. **AND WHEREAS**, after purchasing said plots of land, the Seller/Developer/developer developed the same and raised several

residential towers each containing G+3 flats under the name and style of MAXMIRACLE BUILD CARE LLP.

- f. **AND WHEREAS**, the Seller/Developer/developer has got its said project registered with Real Estate Regulatory Authority (RERA) vide registration No. \_\_\_\_\_.(Valid From 00/00/0000 till 00/00/0000)
- g. **AND WHEREAS**, the PURCHASERS approached to the Seller/Developer/ Developer for purchasing a unit/flat in said project and on completion of the required procedure, the Seller/Developer/Developer has allotted **Flat No.** \_\_\_\_\_ having super area admeasuring \_\_\_\_\_ sq. fts./\_\_\_\_\_ sq. mts. only and carpet area admeasuring \_\_\_\_\_ sq, fts./\_\_\_\_\_ sq. mts. on \_\_\_\_\_ Floor of the building known as MAXMIRACLE BUILD CARE LLP developed on part of Khasra nos. \_\_\_\_\_ situated at Village- Mauthari, Pargana and Tehsil Nawabganj, Distt. Barabanki along with undivided proportionate right in land and right of using common Area/facilities of the Project such as use of common passage, staircase, water and electrical arrangement and Limited Common areas of the said project, as allowed under the provisions of U.P. Rera Act and other concerned enactments, and shall be hereinafter referred to as the "**Said Flat**" for the Sale Consideration subject to the terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.
- h. The entire project is developed on khasra no. \_\_\_ & \_\_\_ situated at Village- Mauthari, Pargana and Tehsil Nawabganj, Distt. Barabanki and the sold flat is located on khasra no. \_\_\_\_\_.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:**

1. THAT in consideration of Rs. \_\_\_\_\_ 0/- (Rupees \_\_\_\_\_only) (hereinafter referred to as "**sale consideration**") paid by the PURCHASERS to the Seller/Developer/Developer, the receipt whereof the Seller/Developer/ Developer hereby acknowledges, more fully described in the '**Schedule of Payments**' given at foot of this deed, the Seller/Developer hereby sells, conveys, assigns and transfers by way of absolute sale said flat in favour of the PURCHASERS to hold the same as absolute owner thereof, on the terms and conditions as mentioned herewith.

2. THAT the absolute title, right and interest with all easements only in respect of the said Flat hereby sold shall vest in the PURCHASERS hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the PURCHASERS right of use and enjoyment of the Flat sold in any manner whatsoever.
3. THAT the Flat hereby sold is free from all sorts of 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/Developer is pending in any court of law or with any authority.
4. THAT the Seller/Developer hereby declares that this Sale Deed is being made in favour of the PURCHASERS along with the undivided proportionate title in the limited Common areas of the project and common area shall belong to the Association of Allottee(s)/Maintenance society/ Resident welfare association formed or to be formed for the said project (as per section 17(1) of the RERA) for the maintenance purposes. Further, the Seller/Developer shall hand over the necessary documents, and plans, including Common Areas to the Association of Allottee(s) on formation of such society.
5. THAT the land, on which the aforesaid Residential apartments/Flats including the Flat hereby sold stands constructed, shall be the property of the PURCHASERS/Association of Owners/ Maintenance society/ Resident welfare association formed or to be formed for the said project (as per section 13(1) of the RERA) and the other owner(s)/ PURCHASERS or his transferees, or assignees, etc. of the Flats, situated on the ground, first and subsequent floors and the PURCHASERS shall get the proportionate right in the land.
6. THAT the Seller/Developer will maintain the premises of the said project according to the provisions of law, till the handover of the same to the Maintenance Society/ Association of Allottee(s)/ RWA.
7. THAT the Seller/Developer represents that it has absolute authority to transfer the Flat hereby sold and it further represents that the said Flat is free from all sorts of encumbrances, liens, charges, mortgages,

attachments, etc. but in case the PURCHASERS is deprived of the Flat hereby conveyed or any part thereof on account of any defect in the title of the Seller/Developer or if the PURCHASERS is put to any loss on this account then the PURCHASERS shall be entitled to recover from the Seller/Developer, its successors, legal representatives, and assignees, the whole of the amount of sale consideration of this deed and if at any time hereinafter by reason of any defect or omission on the part of the Seller/Developer any person or persons make claims in the property hereby conveyed or any part thereof, then Seller/Developer hereby agrees to refund the whole amount of sale consideration along with damages to extent of right affected in the said property by any defect or default or omission of the Seller/Developer and to make good the loss suffered by the PURCHASERS.

8. THAT the Seller/Developer has already got done the electric wiring in the premises of the said project and the electric points are provided in each Flat/ apartment by the Seller/Developer and other fittings like bulb, tube fittings, fans, coolers, air-conditioners, etc. will be installed by the PURCHASERS and the same shall be the exclusive property of the PURCHASERS.
9. That Vide Board resolution dated- 00-00-0000 Mr. Madhavendra Porwal, son of Mr. Krishna Avtar Porwal is duly authorized to execute the sale deed for the seller.

#### **10. PURCHASERS REPRESENTS AND COVENANTS**

The PURCHASERS hereby covenants and undertakes –

- 10.1 To abide by all laws, bye-laws, rules, regulations, requisitions, demands, notifications, etc. issued by any relevant authority and shall attend, answer and carry out all such requirements /requisitions /orders/demands which are to be complied under their orders at his own expenses and be responsible for all deviations, violations and/ or breaches thereof. The PURCHASERS shall thus, keep the Seller/Developer indemnified, secured and harmless against all such costs and losses and actions resulting on account of non-compliances of such

requirements/ requisitions/ orders/ demands and against all losses on account of nonobservance of the terms and condition of this Deed.

- 10.2 So long as each space/ Flat/ Apartment of the said building is not separately assessed for municipal taxes or other such taxes and cesses of similar kind, the PURCHASERS shall pay proportionate share of all such taxes and cesses including but not limited to municipal taxes, ground rent, land & building tax, lease tax and any other duties/taxes levied by any competent authority.
- 10.3 To use the said Flat for residential purposes only and shall not use the Flat for any commercial, illegal or immoral purpose. In the case of violation of this condition, the Seller/Developer/ Association of Allottees, as the case may be, shall be entitled to take steps to enforce the conditions laid down in this clause apart from its right to claim damages from the PURCHASERS and the right to take such other action or seek such other legal remedy as it may decide for restraining the PURCHASERS from making a use of the Flat prohibited by this Deed.
- 10.4 Not to use the said Flat for any purpose which may cause nuisance or annoyance to the buyer(s)/occupier(s) of other Flats in the building nor he shall install any machinery which may create sound, noise or vibration or which may in any manner cause damage or injury to the structure of the building or any portion thereof.
- 10.5 To always keep and maintain the said Flat including its periphery walls and partition walls, sewers, drainage pipes, air conditioning installation, electrical arrangements and appurtenances belonging thereto in the same good tenable state and condition in which it has been delivered to his so as to support, shelter and protect the part of the building other than the space purchased by them. If the PURCHASERS fails to do so, then the Seller/Developer / Maintenance Agency / Association of Allottee(s), as the case may be, after giving a reasonable notice, can make necessary repairs to save any future loss to the

building / Flat and they will be entitled to recover all costs and expenses towards such works from the PURCHASERS.

- 10.6 To be solely responsible for taking insurance of the Flat and the goods in the Flat at its own cost and expenses.
- 10.7 To never do or permit to be done any act or thing which may render the insurance of the Flat and/ or any part of or the building as a whole, void, or cause the increased premium to be payable in respect thereof.
- 10.8 Not to do or suffer anything to be done in or about the Flat which may tend to cause damage to any flooring or ceiling or any space over/ below or adjacent to the Flat or in any manner nor shall he hang from or attach to the beams or rafters or put on floors any articles or machinery which are heavy or can endanger or damage the structure of the building or any part thereof.
- 10.9 To never interfere with the use of any open spaces, garden/park, passages and / or any amenities available for common use.
- 10.10 Not to demolish the Flat or any part thereof nor will he at any time make or cause to be made any additions or alterations of any nature to the said Flat or any part thereof, except such suitable alterations/additions/changes that should not cause any damage or harm to the structure, floor, roof, etc. of the building after taking written permission from the Seller/Developer/ Association of Owners, as the case may be.
- 10.11 Not to make any alteration in any elevations and color scheme of external walls of the verandahs, balconies, lounges or of external doors and windows of the Flat which in the opinion of the Seller/Developer differ from the color scheme or elevation of the building. The PURCHASERS shall neither have the right to make any openings nor the right to make any changes in the doors, walls, windows, shutters, and ventilators in the demised Flat without the written permission of the Seller/Developer.

- 10.12 Not to close/ cover the verandah or balconies or terraces or common passages or common corridors or staircase even if the particular floor(s) are occupied by the same party.
- 10.13 All fittings and fixtures including but limited to air conditioners, coolers, etc. shall be installed by the PURCHASERS at place earmarked or approved by the Seller/Developer/ Association of Owners and nowhere else.
- 10.14 Not to decorate the exterior of the Flat otherwise than in the manner agreed with the Seller/Developer or in the manner as similar as may be in which the same was previously decorated.
- 10.15 To abide by the covenants herein agreed and ensure that they shall be made binding legally on the occupiers / Lessee(s) as part of the terms and conditions between the PURCHASERS and the Occupier(s) / Lessee(s) and defaults of the Occupier(s) / Lessee(s) shall be treated as that of the PURCHASERS.
- 10.16 To plan and distribute the Flat's electric load in conformity with the electric systems installed by the Seller/Developer and thereafter by the Association of Owners / Maintenance Agency. The PURCHASERS shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 10.17 To enable the Seller/Developer / Maintenance Agency / Association of Owners, to deal effectively with the security of the Apartments/Project and maintenance of order therein, the entry be regulated. For this purpose, the PURCHASERS agrees that the Seller/Developer / Maintenance Agency / Association of Owners shall be free to restrict and regulate the entry of visitors/ anyone into the Project whom it considers undesirable. In case of insistence, the security staff of the Project will be at liberty to call upon the PURCHASERS/occupant to come to the gate to personally escort the persons from the gate to his Apartment and assume the responsibility of escorting them out as well. The provision of security services will not cast any

liability of any kind upon the Seller/Developers / Maintenance Agency/ Association of Owners.

- 10.18 The Association of Owners shall have the irrevocable right, to be exercised by the Board or Manager to have access to each apartment/Flat from time to time during reasonable hours for the maintenance, repairs or replacement of any of the Common areas or Facilities therein, or accessible there from, or for making emergency repairs therein necessary to prevent damage to the Common areas and Facilities or to any other Apartments/Flats.
- 10.19 That the PURCHASERS(s) agrees to pay all taxes, charges, payable, in respect of his flat to the State Government, Central Government or any other authorities empowered to impose the same for the period subsequent to the date of this deed of sale.
- 10.20 That the entire expenses for execution and registration of this deed including typing charges, stamp duty registration fees and other miscellaneous expenses shall be exclusively borne by the Purchase(s) and the Seller shall not be responsible for the same in any manner whatsoever and in case any further stamp duty or penalty is levied then the same shall be liability of the Purchase(s).

#### **11. RIGHTS OF SELLER/DEVELOPER**

The PURCHASERS hereby confirms and unconditionally agrees that:

- 11.1 The Seller/Developer shall, if permissible by the relevant authorities and under the applicable laws, may make additions to the project including any additional FAR, raising floors, putting up additional structure, etc. and all such additions shall be the sole property of the Seller/Developer which will be solely entitled to sell/ transfer/ use / deal it in any manner.
- 11.2 That the Seller/Developer shall be entitled to additional construction or parts thereof as approved by the competent

authority and after obtaining desired permissions as specified in the prevailing laws, on the said building.

- 11.3 The Seller/Developer, in order to facilitate any future construction/ maintenance or repair work of the said building at any time henceforth, shall be entitled to fix any scaffolding or machinery as may be required for use by the workmen or for carrying materials and the PURCHASERS shall not raise any objection with respect to the same.
- 11.4 In case the Seller/Developer or it's representative(s), henceforth, desires to cause earth cutting in any part of the land for the purpose of making any sort of underground facility or development, the PURCHASERS/RWA/Association of Allottees shall confirm that he shall extend necessary cooperation in that regard.
- 11.5 Convenient shops, Stores, dining hall, ATM space, Kiosk, etc. Built-in any part of the said Project/ whole project is in the nature of the saleable Flats and therefore shall be the exclusive property of the Seller/Developer and it shall be free to deal with it.
- 11.6 The ownership of Club in the project shall remain with the Developer and the same may be transferred to any person(s) / agency for its maintenance & operation thereof. It shall be incumbent on all the Allottee(s) to become the member of the club and pay the Membership Fees as well as monthly subscription charges as may be determined by the Developer / nominated person(s)/ Agency for smooth and proper running of facilities irrespective of the fact whether (i) Allottee(s) is using the facilities or not (ii) Possession of the said Flat has been taken over or not. Further, allottee is bound with the rules and regulations as decided by the club management from time to time for its members. Payment for Club Membership fee and subscription will only entitle allottee for the entry to the Club and shall not create any legal rights on the same which will remain vested with the Developer/Nominated person(s)/agency only.

**11.. USE OF COMMON AREA AND FACILITIES**

- 11.1 The Seller/Developer has conceived and planned various Common areas, Amenities, and Facilities in the Whole Project. These Common areas, Facilities, and Amenities developed/ to be developed shall be common for all occupants of the project. Therefore, it has been clearly explained by the Seller/Developer to the PURCHASERS and further agreed by the PURCHASERS that the Common areas and facilities of the Whole project along with the Common areas and facilities of the said project are common and buyers of the whole project are equally eligible to use the same. The PURCHASERS of the Whole project shall have equal rights in the Common areas and facilities of the whole project and the PURCHASERS shall not obstruct and/or cause any hindrance to any buyer(s) belonging to any phase/ Tower in the Whole project.
  
- 11.2 That the PURCHASERS hereby agrees that his right to use of Common Areas and Facilities developed with the said Project and/or the Whole Project shall be subject to the timely payment of total maintenance charges and performance by the PURCHASERS of all his obligations in respect of the terms and conditions specified under this Deed as well as by the Owners Association from time to time. The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The PURCHASERS agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.
  
- 11.3 The PURCHASERS agrees and confirms that the right to use the common areas and facilities shall be governed by the Seller/Developer till the formation of the association and as per the maintenance agreement/ bylaws/ maintenance guidelines as prescribed by the association formed in this respect. The PURCHASERS shall have no claim, right, title or interest of any nature or kind in respect of any unsold Flats and / or unallotted / un earmarked spaces and /or limited common areas

and facilities in the said project, which shall always remain the absolute property of the Seller/Developer until any right or title of any of such assets or property is specifically transferred or assigned by the Seller/Developer to the Society or any other PURCHASERS/Person(s). Thus, except the ownership rights of the Flat and the limited right to use and enjoyment of common areas and amenities such as lifts, recreational facilities, water and electricity arrangements, etc. and the right of ingress and egress in respect of any of the common areas such as passages, lobbies, staircases; the PURCHASERS shall have no right of any kind with respect to any other property, moveable or immovable or any part thereof, whatsoever in the said project.

- 11.4 That the PURCHASERS shall at no time demand partition of his interest in the said land and building and any part thereof. It is hereby agreed and declared by the PURCHASERS that his interest in the said land and building is undivided, impartible and it is agreed that the Seller/Developer shall not be liable to execute any assignment or any other document in respect of the exact undivided, impartibly underneath share of the PURCHASERS in the said land.
- 11.5 The Common areas and facilities shall not be transferred and remain undivided and the PURCHASERS and no other Flat owner or any other person shall bring any action for partition or division of any part thereof, and any covenant to the contrary shall be void.
- 11.6 That the PURCHASERS and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open spaces and other common passage of the building.
- 11.7 The PURCHASERS shall not be entitled to put his hoardings or permit other persons to put his hoardings within/ outside the building.

**12. NATURE OF FLAT TO BE OWNED BY THE PURCHASERS**

- 12.1 That the said Flat hereby conveyed be used for residential purposes only. That the PURCHASERS is entitled to transfer the aforesaid Flat by way of sale or of any other legal mode.
- 12.2 That the Seller/Developer hereby agrees and assures the PURCHASERS to help and assist the PURCHASERS in getting the Flat transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the PURCHASERS shall have full right to get the Flat transferred/mutated in his own name from the concerned department on the basis of this sale deed.
- 12.3 That except Ownership rights in the construction of the said Flat hereby sold; PURCHASERS shall have no claim, right, title or interest of any kind in respect of said building and roof of the said building. However, the PURCHASERS of the said Flat shall have only the right to use all common facilities except as hereinabove provided.

**13. PAYMENT OF TAXES AND OTHERS DUES**

- 13.1 THAT the PURCHASERS will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Flat by any authority or body or Govt. from time to time.
- 13.2 THAT the Seller/Developer shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid flat by any authority or body or Govt. till the date of offer possession/actual possession or date of execution of this deed, whichever is earlier.
- 13.3 THAT in case any dues are outstanding against the Seller/Developer or his predecessors in interest in respect of Flat hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the

same shall be of the Seller/Developer and not the PURCHASERS.

#### **14. MAINTENANCE**

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14.1 THAT the PURCHASERS shall be liable to pay Interest-Free Maintenance Security (IFMS) to the Seller/Developer and also liable to pay recurring Maintenance Charges on monthly basis to Seller/Developer/Authorized Agency/RWA, as the case may be. The IFMS shall be transferred to the Association of Owners at the time of handing over the maintenance of the common areas and facilities of the Project to the Association of Owners without any interest. IFMS shall be nonrefundable in all respects.

14.2 That the PURCHASERS further agrees to pay advance 12 Months Recurring Maintenance Charges (excluding Tax as applicable) and also keeping in view of the actual cost of maintenance. She agrees to pay the enhanced rate of such maintenance charges for which the necessary notice will be given by the Seller/Developer/Authorized Agency to the PURCHASERS.

14.3 That if the PURCHASERS defaults or fails or neglects or refuses to make payment of the aforesaid maintenance charges, then Authorized Agency will be entitled to recover the same through Court of Law at the cost of the PURCHASERS.

14.4 That the Seller/Developer will maintain the premises till the formation of Society by the residents of **"MAXMIRACLE BUILD CARE LLP.**

#### **15. ELECTRIC CONNECTION**

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15.1 THAT the PURCHASERS shall take his own electric connection from the UPPCL Electric supply undertaking and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The PURCHASERS shall obtain a "No Objection Certificate" from the Seller/Developer for its purpose. All Fittings like bulb, tube

fittings, fans, coolers, air-conditioners, etc. will be installed by the PURCHASERS and the same shall be the exclusive property of the PURCHASERS.

**16-DEFECT LIABILITY:**

However, in case any damage to the Apartment is caused by act of the PURCHASERS and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the PURCHASERS/Association of Owners and/or any damaged caused due to Force Majeure shall not be covered under this clause. Provided that, the Seller/Developer shall not be liable for, any such structural/ architectural defect induced by the PURCHASERS by means of carrying out structural or architectural changes from the original specifications/ design. .

For the sake of clarity and avoidance of any doubts, whatsoever, the following are the exclusions in relation to defect liability of the Seller/Developer:

**Exclusions:**

- Damage in fittings such as Door handles, UPVC/Aluminum Door, Windows handles or fitting, Lights, Locks, Door stoppers, Sanitary Items and CP Fittings (WC, Basin, Tap, Mixer, Shower, Bib Cock, Traps) because of manhandling/normal wear and tear;
- Any damage of plaster due to mishandling between door frame and wall because of rough usage or carelessness during stormy weather;
- Minor crack and seasonal alignment in wooden items like doors, rail tops, and wooden flooring. Warping in wooden flooring due to non-occupancy of the Flat for a long time (especially during the rainy season);
- Any mechanical issue in the Air Conditioner (if provided);

- CP fitting if provided;
- China Ware if installed;
- Electrical Switches, MCB, Geysers, Lights fitting and Equipments such as lifts, generator, motors, STP, transformers, gym equipment, etc which carry manufacturer's guarantees for a limited period;
- Glass Work if any; and
- Slight hairline cracks, due to temperature variations.

**17. VIOLATIONS BY THE PURCHASERS:**

The PURCHASERS understands that if he, at any time –

- a) violates or fails to abide by the terms and conditions of this Deed and/ or
- b) fails to fulfill his duties and obligations under the terms and conditions of this Deed and/ or
- c) causes or allow to be caused any obstruction or interference of whatsoever nature to impede/ prevent the Seller/Developer from exercising its legal right(s) in dealing with the project and/ or
- d) causes or allow to be caused any obstructions or interference in the activities of the Seller/Developer with respect to the project;

then Seller/Developer shall be entitled to take all such steps that may be required to enforce the PURCHASERS to abide by the conditions laid down in this Deed including but not limited to exercising its right to claim damages and/ or take such other action or seek such other legal remedy as the Seller/Developer may decide.

**18. EXPENSES IN RESPECT OF SALE DEED**

- 18.1 The PURCHASERS shall participate in the registration of this deed of the Flat, as provided under sub-section (1) of section 17 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the Act**").
- 18.2 That all the expenses for execution and registration of this sale deed shall be borne by the PURCHASERS 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 PURCHASERS.

**19. FORMATION OF SOCIETY:**

THAT after handing over the possession of the Flat to the PURCHASERS, till the formation of society, the Seller/Developer/Authorized Agency will be maintaining the water main, sewer lines, common passages, lift, stair-case and other common facilities leading to ingress and egress of the Flat, the built-up area of which is hereby sold, and all respective PURCHASERS shall pay to the Seller/Developer/Authorized Agency towards such maintenance charges at the rate which will be mutually decided by the parties from time to time and after the formation of the society, all PURCHASERS shall pay to the society as decided by the same from time to time, for which the necessary notice will be given by the Seller/Developer/Authorized Agency to the PURCHASERS and on default of the PURCHASERS or failing or neglecting or refusing to make Payments of the said maintenance charges, Seller/Developer/Authorized Agency shall be entitled to recover the same through Court of Law at the cost of the PURCHASERS. That the PURCHASERS or his subsequent buyers shall always be liable to abide by and comply with the bye-laws and rules and regulations of such Maintenance Society.

**20. Liability of PURCHASERS**

- 20.1 THAT before transfer of the said Flat either by PURCHASERS or any of his transferees, the PURCHASERS or any of his transferee shall have to obtain the 'No Objection Certificate' from the 'Seller/Developer/Authorized Agency/ Society', who are maintaining

the aforesaid building regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the PURCHASERS or any of his transferee(s) transfer the said Flat without obtaining the said 'No Objection Certificate' from the 'Seller/Developer/Authorized Agency/Society' then in that event the new owner or owners of the said Flat shall have to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said Flat, to Seller/Developer/Authorized Agency.

20.2 THAT in case of resale of the Flat by the PURCHASERS, the transferee shall always be bound by the terms and conditions contained herein.

20.3 THAT the PURCHASERS and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies, open spaces and other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said residential apartments, parking of personal vehicles in the open spaces shall, however, be permitted.

20.4 THAT the PURCHASERS shall keep the Flat in good condition so as not to endanger, the safety of the Flats on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force majeure conditions arises in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore then the PURCHASERS agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the super area of his Flat bears to the sum total super area of all the apartments existing at the time of the destruction, provide that the cost of the civil works of the apartments hereby sold a kin to the apartment as existed at the time of destruction would be borne by the PURCHASERS of the respective Flats. The PURCHASERS of the First Floor shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association / Society of the PURCHASERSs as described hereinabove.

- 20.5 THAT neither PURCHASERS nor the Seller/Developer will in any manner block the common passages to the stair or stairs going up and down. In case if anybody does so, the association/occupiers of the other Flats shall have a right to remove such obstructions forthwith with the cost of the wrongdoers.
- 20.6 THAT the PURCHASERS shall not at any time dig, demolish or cause to be dug or demolish any part of the said building.
- 20.7 THAT the PURCHASERS undertakes and agrees not to chisel, chip in any manner or cause damage to any of the structural materials, pipes, ducts, electric wires, and other fittings passing or contained in his Flat or in any other part of the said building.
- 20.8 THAT the PURCHASERS shall not throw or accumulate any dirt, filth, rubbish, garbage, rags or other roughage or permit the same to be thrown or accumulate in any portion of the building. The Seller/Developer/Maintenance Agency/Association of Owners shall be entitled to remove the same without giving any notice to the PURCHASERS and to take them in its custody at the risk and responsibility of the PURCHASERS and no claim shall be made by the PURCHASERS against the Seller/Developer / Maintenance Agency / Association of Owners in respect of such goods. The PURCHASERS / occupants shall dispose of the waste in accordance with the rules regarding the same, as set out by the Seller/Developer / Association of Owners.
- 20.9 THAT this Sale Deed is the only conveyance or the document conferring the title in respect of the said Flat to the PURCHASERS and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the Seller/Developer after the date of registration of this Sale Deed.

**21. NOTICE**

THAT all letters, circulars, receipts and / or notices issued by Seller/Developer dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the PURCHASERS given hereinabove will be sufficient proof of the receipt of the same by the PURCHASERS and shall completely and effectually discharge the Seller/Developer in respect of the same.

**22. SEVERABILITY**

THAT 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 Deed 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.

**23. 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.

**24. 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.

**25. DISPUTE RESOLUTION**

THAT 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 Seller/Developer shall appoint the Sole Arbitrator and the 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 the other cost of arbitration shall be borne by the Parties in equal proportions.

## **26. SAVINGS**

THAT any brochure, application, letter, allotment letter or any other document signed by the PURCHASERS, in respect of the Flat, or building, as the case may be, prior to the execution and registration of this deed for such Flat, shall not be construed to limit the rights and interests of the PURCHASERS or the Seller/Developer under this deed, under the Act, the rules or the regulations made there under.

## **27. ASSIGNMENT**

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

- 28.** 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.
- 29.** THAT the identification of the Parties has been done on the basis of the documents provided by them.

30. THAT the Seller/Developer is an Indian Company duly registered under the Companies Act and the PURCHASERS is an Indian citizen and none of them belongs to SC/ST category.
31. THAT within 50 meters radius of the flat hereby sold, no commercial activity is being run.

**VALUATION AS PER CIRCLE RATE**

THAT the Flat transferred under this deed is situated at Mauthari, Pargana and Tehsil Nawabganj, Distt. Barabanki and the circle rate of the land as fixed by the Collector (Other 3Road) is Rs. 0/- per sq. mts. only. Since the undivided share being \_\_\_\_\_ sq. mts. only (30% of Super Area) in the land along with the sold flat is being transferred, the valuation of the same (\_\_\_\_\_ x \_\_\_\_\_) comes to Rs. 0/- only.

The super area of the flat hereby sold is \_\_\_\_\_ sq. mts. only and the valuation of the same as fixed by the Collector for said location is Rs. 0/- per sq. mts. only and as such, the valuation of the construction (\_\_\_\_\_ x \_\_\_\_\_) comes to Rs. 0/- only.

Since only one facility of security guard is available in said project, 3% of valuation of land and construction i.e. 0/- is to be added which comes to Rs. 0/- only and as such, the total valuation of the flat hereby sold comes to Rs. 0/- only in round figure Rs. 0/-, which is more than the Sale Consideration Rs. 0/-, as such stamp duty payable on Market value. That both the PURCHASERSs have equal undivided share in aforesaid property. Since the PURCHASERS No.2 is a lady therefore, as per the Government Order No. S.V.K.NI -2756/11-2008-500(165) / 2007 dated 30.06.2008, the stamp duty is calculated @ 6% on Rs. 0/- comes to Rs. 0/- of her share and remaining amount of her share Rs. 0/- + 0/- (share of PURCHASERS No.1) total amount of Rs. 0/- stamp duty calculated @ 7% which comes to Rs. 0/-, Thus the total stamp duty of Rs. 0/- has been paid by the PURCHASERSs through e-Stamp Certificate No. **IN-UP**\_\_\_\_\_ dated 00.00.0000.

**SCHEDULE OF PROPERTY**

**Flat No.** \_\_\_\_\_ having super area admeasuring \_\_\_\_ sq. fts./\_\_\_\_ sq. mts. only and carpet area admeasuring \_\_\_\_ sq. fts./\_\_\_\_ sq. mts. on Ground Floor of the building known as **MIRACLE HOMES PHASE-II** developed on part of Khasra no. 00 situated at Village- Mauthari, Pargana and Tehsil Nawabganj, Distt. Barabanki bounded as under:-

EAST :

WEST :

NORTH :

SOUTH :

**SCHEDULE OF PAYMENT**

Sl.No.	PAID AMOUNT	CHEQUE DATE	CHEQUE/NEFT/RTGS NO	BANK NAME
1.				
2.				
3.				
4.				
5.				

Thus the seller has received the total sale consideration amount Rs. 0/- (Rupees \_\_\_\_\_ only) and now there is no dues.

**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.

Dated- 00.00.0000

**WITNESSES**

1.

**SELLER**

**(Utkarsh Prajapati)**

S/o Shri Satya Prakash Prajapati  
R/o House No. 597, Vijay Nagar  
Paisar Dehat, District-Barabanki  
Uttar Pradesh-225001  
Aadhar No-xxxx xxxx 3500  
Mob. 7275449496  
Occupation-Pvt. Service

2.

**PURCHASERS**

**(Abad Ahmad Khan)**

S/o Late Iqbal Ahmad Khan  
resident of Village-Nindura  
Post-Pipri Rawat, Colonelganj  
District-Gonda, Uttar Pradesh-271502  
Aadhar No-xxxx xxxx 1363  
Mob. 8726903519  
Occupation-Pvt. Service

**Typed By:**

**Drafted by:**

[\_\_\_\_\_]

[\_\_\_\_\_]

Advocate

Reg.No.- XXXXX/XXXX, COP No. XXXXX  
Mob. XXXXXXXXXX

**PHOTOGRAPH OF THE PROPERTY**

**Flat No.** \_\_\_\_\_ having super area admeasuring \_\_\_\_ sq. fts./\_\_\_\_\_ sq. mts. only and carpet area admeasuring \_\_\_\_ sq, fts./\_\_\_\_\_ sq. mts. on Ground Floor of the building known as **MIRACLE HOMES PHASE-II** developed on part of Khasra no. \_\_\_\_ situated at Village- Mauthari, Pargana and Tehsil Nawabganj, Distt. Barabanki.

**SELLER**

**PURCHASERS**

# आवेदन संख्या : 202400898004750

Rsp@1234

फ्लैट नं०-13-सी, द्वितीय तल, मेराइकल होम्स, निर्मित खसरा नं०-31

मैक्समेराइकल बिल्डकेयर एल.एल.पी.

फ्लैट नं०-----,----- तल, मेराइकल होम्स, निर्मित खसरा नं०-31

रजिस्ट्रेशन संख्या : 5461 रजिस्ट्रेशन दिनांक : 18/03/2019

उपनिबंधक कार्यालय : उपनिबंधक नवाबगंज, बाराबंकी

फ्लैट नं०-4-बी कॉमन एरिया व फ्लैट नं०-6-बी का भाग ओपेन टू स्काई ओपेन टू स्काई

श्री मैक्स मेराइकल बिल्डकेयर एल.एल.पी. के द्वारा श्री माधवेंद्र पोरवाल	पुत्र श्री कृष्ण अवतार पोरवाल	फ्लैट नंबर 801, रेवती-ए, पार्थ आद्यंत, सेक्टर-7, गोमती नगर एक्सटेंशन, लखनऊ।	व्यापार	अधिकृत पदाधिकारी/ प्रतिनिधि	232814989246 ABJFM1870A
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