

**SALE DEED**

Place of Execution : Lucknow  
 Sale Consideration : Rs.  
 Market Value : Rs.  
 Stamp duty paid : Rs.  
 Pargana : Lucknow

**DETAILS OF INSTRUMENT IN SHORT**

1.	Nature of Property	:	Residential
2.	Ward/Pargana	:	Lucknow
3.	Mohalla/Village	:	Ghaila
4.	Details of Property (Property No.)	:	<b>Villa No. ____ (in word)</b> in the <b>“Aster”</b> of the project known as “Garden Bay”
5.	Standard of measurement	:	Sq. meter
6.	Type of Property	:	Villa
7.	Land Area/Constructed Area	:	_____ (in word) Sq. Mtr./ _____ (in word) Sq. Mtr.

8.	Consideration	:	Rs. _____/- (_____ Only)
9.	Boundaries	:	EAST : WEST : NORTH : SOUTH :
10.	No. or persons in First Part (8); No. of persons in Second Part (____);		
11.	<b>Details of Seller(s)</b>	:	<b>Details of Purchaser(s)</b>
	1) <b>M/s. Shalimar KSMB Projects,</b> <b>a partnership firm duly formed</b> <b>and registered under Partnership</b> <b>Act, 1932, having its Head Office</b> <b>at 6<sup>th</sup> Floor, Titanium, Shalimar</b> <b>Corporate Park, Plot No.TC/G-</b> <b>1/1, Vibhuti Khand, Gomti Nagar,</b> <b>Lucknow-226010 through its</b> <b>Partners Shalimar Corp Limited,</b> <b>having its office at 11<sup>th</sup> Floor,</b> <b>Shalimar Titanium, Vibhuti</b> <b>Khand, Gomti Nagar, Lucknow</b> <b>represented through its</b> <b>Authorized Signatory</b> _____ <b>and Mr.</b>		<b>Mrs.</b>

	<p>_____</p> <p>(2) <b>M/S KSM Bashir Mohammad &amp; sons a partnership firm having its office at 24, New Berry Road, Lucknow through _____</b></p> <p>(3) <b>S.A. Infra Build Pvt. Ltd. a company registered under Companies Act and having its registered office at 51/69, Domdom Road, 3 No. Hari Kali Colony, Kolkata, West Bengal through its Director/Authorized Signatory _____.</b></p> <p>(4) <b>Mrs. Rehana Farooqi D/o Mr. Akhtar Mohammad R/o 24, New Berry Road, Lucknow</b></p> <p>(5) <b>Mr. Mohammad Zakaria S/o Mr. Zakir Mohammad Farooqi R/o 24, New Berry Road, Lucknow</b></p> <p>(6) <b>Mr. Arif Zamir Farooqi S/o Late Z.M. Farooqi R/o 24, New Berry Road, Lucknow</b></p> <p>(7) <b>Mr. Khalid Farooqi</b></p>	
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	<b>S/o Mr. Azhar Mohammad R/o  24, New Berry Road, Lucknow (8)  Mrs. Shaheen Arif Farooqi wife of  Mr. Arif Zamir Farooqi Nos. 4 to 8  through its _____</b>	
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THIS SALE DEED MADE BY AND BETWEEN 1) **M/s. Shalimar KSMB Projects, a partnership firm duly formed and registered under Partnership Act, 1932, having its Head Office at 6<sup>th</sup> Floor, Titanium, Shalimar Corporate Park, Plot No.TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow-226010 through its Partners Shalimar Corp Limited, having its office at 11<sup>th</sup> Floor, Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow represented through its Authorized Signatory \_\_\_\_\_ and Mr. \_\_\_\_\_**

**(2) M/S KSM Bashir Mohammad & sons a partnership firm having its office at 24, New Berry Road, Lucknow through \_\_\_\_\_**

**(3) S.A. Infra Build Pvt. Ltd. a company registered under Companies Act and having its registered office at 51/69, Domdom Road, 3 No. Hari Kali Colony, Kolkata, West Bengal through its Director/Authorized Signatory \_\_\_\_\_. (4) Mrs.**

**Rehana Farooqi D/o Mr. Akhtar Mohammad R/o 24, New Berry Road, Lucknow (5) Mr. Mohammad Zakaria S/o Mr. Zakir Mohammad Farooqi R/o 24, New Berry Road, Lucknow (6) Mr. Arif Zamir Farooqi S/o Late Z.M. Farooqi R/o 24, New Berry Road, Lucknow (7) Mr. Khalid Farooqi S/o Mr. Azhar Mohammad R/o 24, New Berry Road, Lucknow (8) Mrs. Shaheen Arif Farooqi wife of Mr. Arif Zamir Farooqi Nos. 4 to 8 through its \_\_\_\_\_** (hereinafter collectively referred to as the '**SELLERS**').

**And**

**Mrs. \_\_\_\_\_** (hereinafter called the '**Purchaser(s)**') which expression shall mean and include their heirs, successors, administrators and assigns).

WHEREAS the sellers are the owners of land Khasra Nos. 2, 3, 4, 5, 6, 7, 12, 13, 14, 23, 24, 25, 27, 31, 32, 87, 88, 89M, 89/1594, 90Ka, 91Ka, 91Kha, 91 Ga, 91Gha, 92, 93, 94M, 95, 96, 97, 108, 110, 111 114,115, 115/1553, 116, 117, 119Ka, 119Kha, 120, 121Ka, 122, 123, 124Ka, 178, 181, 182, 183, 184, 189, 191, 192, 193, 194, 195Sa, 195/1546, 197, 200, 201, 202, 203, 204, 206, 207, 209, 212, 213, 214, 215, 216, 217, 219, 222, 231, 234, 235, 236, 239, 240Sa, 239/1525, situated at Village Ghaila, Pargana, Tehsil and District Lucknow and Khasra Nos. 5, 23, 25, 26, 27, 29, 35, 36, 37, 39, 41,

45 and 48 situated at Ali Nagar, Pargana, Tehsil and District Lucknow.

**AND WHEREAS** the name of Sellers are duly mutated in Revenue Records.

**AND WHEREAS** above named **M/s KSM Bashir Mohammad & Sons** entered into a Developers Agreement with the M/s Shalimar KSMB Projects vide Agreement dated 31.03.2014 registered in Book No. 1 Jild No. 15144 on Pages 1 to 374 at Sl. No. 5121 in the office of Sub-registrar-II, Lucknow and correction deed dated 30.03.2017 in Bahi No.1, Jild 19490 at Pages 143/154, Serial No. 3136 in the office of Sub-Registrar-II, Lucknow.

**AND WHEREAS** above named **S.A. Infrabuild Pvt. Ltd.**, Mrs. Rehana Farooqi, Mr. Mohammad Zakaria, Mr. Arif Zamir Farooqi, Mr. Khalid Farooqi and Mrs. Shaheen Arif Farooqi contributed their land towards Capital for the Partnership Business to be run under the name and style of M/s Shalimar KSMB Projects the seller No. 1 on 06.06.2014.

**AND WHEREAS** the layout plan has been duly sanctioned vide permit no. 38893, dated 09.10.2015.

**AND WHEREAS** the scheme so developed by the Sellers and its associates, has been named as **“GARDEN BAY”**.

**AND WHEREAS** said **M/s Shalimar KSMB Projects** is duly registered with RERA Vide Registration No. **UP RERA \_\_\_\_**.

**AND WHEREAS** the **M/s Shalimar KSMB Projects** have exclusive right of respect of the said villa, which is free from all encumbrances whatsoever agreed to sell, transfer and assign absolutely the Villa detailed in the schedule of property to the Purchaser(s) for a sale consideration of \_\_\_\_\_/- (in words) in its sound disposition of mind without any pressure, compulsion, undue influence and coercions and agrees to sells and transfers the said property in favor of purchaser by way of ABSOLUTE SALE.

**AND WHEREAS** the **“M/s Shalimar KSMB Projects”** have received the said consideration amount from the Purchaser, the receipts of which seller(s) hereby acknowledges.

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

purchaser has also examined the quality of work, material, etc. and Purchaser has no complaint in any respect with regard to the area of villa/flat hereby sold to the Purchaser. Further the compensation of claim, if any, of the Purchaser in respect of the villa/flat hereby sold shall be deemed to have been waived.

**WHEREAS** the Seller wanted to sell the **Villa No.** \_\_\_\_ (\_\_\_\_) in the “**Aster**” of the project known as “Garden Bay” measuring about \_\_\_\_ (\_\_\_\_) sq. mtr. Built over a sub divided plot measuring \_\_\_\_ (\_\_\_\_) sq. mtr. situated at Village Ghaila and Alinagar, Lucknow and the Purchaser(s) being interested in purchasing the same has offered a sum of Rs. \_\_\_\_/- (\_\_\_\_ Only) which offer the Seller have accepted.

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

1. That in consideration of Rs. \_\_\_\_/- (\_\_\_\_ Only) paid by the Purchaser to the Seller including TDS, the receipt whereof the Seller hereby acknowledge. The Seller hereby sell, convey, assign and transfer by way of absolute sale all ` total measuring about measuring \_\_\_\_ (\_\_\_\_) sq. mtr. i.e. \_\_\_\_ in (\_\_\_\_) sq. ft.; built over a sub divided plot measuring \_\_\_\_ (\_\_\_\_) sq. mtr. i.e. \_\_\_\_ sq. ft. situated at Village Ghaila and Alinagar, Pargana Tehsil & Dist. Lucknow and site plan attached hereto in favor of the

Purchaser to hold the same as absolute owners thereof, on the following terms and condition.

2. That the Purchaser has examined the nature of construction and quality work of Villa and is fully satisfied with it. The Purchaser hereinafter shall not be entitled to raise any sort of dispute or claims regarding quality of the construction/workmanship or anything or matter relating to or incidental to the construction etc., of the said villa.
3. That the Villa hereby sold is free from all sorts of encumbrances, liens, attachments, mortgage, 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 are pending in any Court of Law or before any authority.
4. That all the taxes, in respect of the said Villa upto the date of this deed shall be borne and paid by the Seller, while the taxes pertaining to the period after the date of this deed shall be borne and paid by the Purchaser(s).
5. That the Purchaser(s) agrees to pay all taxes, charges, payable in respect of his Villa 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.

6. 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 Purchaser(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 Purchaser(s).
7. That the Purchaser(s) shall not use or cause to be used the said Villa or any portion thereof for any purpose whatsoever other than that for the residential purposes.
8. That after execution of this deed the Purchaser(s) may get his name mutated in the relevant records of competent authority and other concerned authorities on the basis of this deed and the Seller shall have no right to object in the matter. However, the Seller shall cooperate with the Purchaser(s) for the said purpose, if the same is required by the Purchaser(s).
9. That the Purchaser(s) shall have no claim, right title or interest of any nature of any kind except of ingress or egress in respect of all or any of the common areas such as open spaces and parking etc. which shall be commonly used by the owners of the villas/Plot and Flat in the project.

10. That the Purchaser(s) / Seller shall in no way or manner will be entitled to create any construction(s) or block the common areas such as entrances, exits of the parking area, garden and in case he/she/they does so then the Seller / Purchaser(s) as well as the owners of the other Plot/Villa/Flats shall have right to remove the construction / obstruction forthwith at the cost of the Purchaser(s) of his nominees.
11. That the Purchaser(s) shall have right to use the sewer line including water passage and the sewer pipe of the complex and would maintain and would not allow them to be choked up and damaged thereby causing inconvenience to the other owner / occupier of the other villa/Flat. Further the Purchaser(s) shall permit to the Seller or their nominees, agents or persons / employees at all reasonable time to enter into the villa/flat for the inspection and maintenance / repairs.
12. That the name of the entire project is **“Garden Bay”** and the Purchaser(s) or occupier of the others villas or Flats/plot shall not be entitled to change the name of the project under any circumstances.
13. That if required Purchaser(s) shall be entitled to carry out further construction in the Villa if permissible, strictly according to the Map got sanctioned by the Promoter from the concerned Regulatory Authority and after the issuance of completion

certificate of project to the promoter. The Purchaser(s) shall not be allowed to make changes in the façade / external/internal structure of the Villa and the colour scheme of the Villa/outer walls to maintain uniformity in the project/Villas.

14. That No changes can be made in the external elevation of the Villa, however, internal modifications can be done as permissible within the building bye laws.
15. The external colour scheme and paint of the Villa shall have to be maintained by the Allottee to maintain uniformity in the township.
16. The customer will not start the construction before Completion Certificate is received by the Shalimar KSMB Projects and / or RWA is formed.
17. The allottee can get further construction done (sanctioned area less constructed area option chosen by the customer) either by the approved contractors from the Company or through its own contractor but will have to use premix concrete mixture from the RMC plant upon written approval from the first party/RWA strictly as per the drawing & design following the same color scheme, elevation/features etc.
18. The Allottee would not get the construction material dumped /stored in the common areas of the township.

19. During the course of construction, the allottee will not encroach upon the common areas / roads / parks and the area belonging to other allottee.
20. In case, any damage is caused to the property belonging to the other allottee or Developer or common areas or common facilities or any other party, the allottee shall have to make good / repair the same up to the satisfaction of the other party.
21. The allottee will take care of the cleanliness / peace / obstruction / inconvenience of his neighbor while doing any such construction activity.
22. The allottee shall not use the open areas / parks for storage of construction material and shall not cause any damage to the landscape areas.
23. The ownership of Club/ Swimming pool, if any, in the township shall remain the seller(s) and same may be transferred to any person(s) its maintenance and operation thereof. It shall be incumbent upon all the Allottee(s)/Second Party/Purchaser to become the member of Club and to pay one time membership fee as well as monthly subscription charges as may be determined by the Developer Firm/Seller(s)/said person(s)/Agency for smooth and proper running of club facilities irrespective of the fact, whether (i) Allottee(s)/Second Party/Purchaser is/ are using

the Club or not (ii) Possession of the said flat/villa has been taken over or not.

24. That after handing over the possession of the Villa to the PURCHASER, till the formation of society, the Shalimar KSMB Projects/Authorised Agency/Society are maintaining the water main, sewer lines, common passages, and other common facilities leading to ingress and egress of the Villa and all respective PURCHASER shall pay to the Shalimar KSMB Projects/Authorised Agency towards such maintenance charges at the rate which will be mutually decided by the parties and after the formation of the society all PURCHASER shall pay to the society.
25. That PURCHASER shall bound to sign a separate Maintenance Agreement for common area maintenance (CAM) with Shalimar KSMB Projects/Authorised Maintenance Agency with in 10 days after execution of this sale deed.
26. That before transfer of the said Villa either by PURCHASER or any of their transferee(s), the PURCHASER or any of their transferee(s) shall have to obtain the 'No Objection Certificate' from the 'Shalimar KSMB Projects/Authorised Agency/ Society', who are maintaining the aforesaid project regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the PURCHASER or any of their transferee(s) transfer the

said property without obtaining the said 'No Objection Certificate' from the 'Shalimar KSMB Projects/Authorised Agency/Society' then in that event the new owner or owners of the said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the Shalimar KSMB Projects/Authorised Agency.

27. That in case of resale of the Villa by the PURCHASER, the transferee shall always be bound by the terms and conditions contained herein and also in the Maintenance Agreement.
28. That the Purchaser(s) is bound to join the maintenance Society of **"Garden Bay"** and pay the proportionate maintenance charges to the Shalimar KSMB Project / Society/ Maintenance Agency regularly.
29. That the Purchaser(s) agrees / binds himself to become a member of society / Association.
30. That the Purchaser(s) shall be entitled to take electric connection from the electricity of the installation of Electricity in the **"Garden Bay"** and will pay for the electricity connection charged and electricity consumed for his electric connection.
31. That in case any tax in future on the basis of this sale deed is payable on the aforesaid Villa/Flat transferred under this deed shall be borne and paid by the Purchaser(s).

32. That the Seller have handed over the vacant possession of the property mentioned above to the Purchaser(s) with all their rights and privileges so far held and enjoyed by the Seller to HOLD and enjoy the same forever free from all encumbrances whatsoever.
33. That this being a deed of villa, situated at Village Ghaila and more than 200 Mtr. away from Main Hardoi-Sitapur bypass Road and situated on \_\_\_\_ mtr. Internal Pakka Road having land area is \_\_\_\_\_ sq. meter the value thereof @ Rs. \_\_\_\_\_/- per square meters comes to Rs. \_\_\_\_\_/-. The villa is situated on three side road hence 10% extra value is charged which comes to Rs. \_\_\_\_\_/- The House is double storied Super Class construction is measuring \_\_\_\_\_ sq. meter the value thereof @ Rs \_\_\_\_\_/- per sq. meter comes to Rs. \_\_\_\_\_/-. Thus the total value of the villa comes to Rs. \_\_\_\_\_/- only. However the actual sale consideration is Rs. \_\_\_\_\_/- As both the purchasers have equal share in the Villa consequently, the stamp duty of Rs. \_\_\_\_\_/- has been paid vide E-Stamp Certificate No. **IN-UP**\_\_\_\_\_ dated\_\_\_\_\_.
34. 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.

#### **SCHEDULE OF PROPERTY**

**Villa No.** \_\_\_\_\_ in the "**Aster**" of the project known as "Garden Bay", measuring about \_\_\_\_\_ sq. mtr. built over a subdivided plot of land measuring. \_\_\_\_\_ sq. mtr. situated at Village Ghaila and Alinagar, Lucknow, and bounded as under:-

**Boundaries :-**

**EAST :**

**WEST :**

**NORTH :**

**SOUTH : \_\_\_\_\_**

**IN WITNESS WHEREOF** the parties have put their respective hand on this deed of sale on this \_\_\_\_\_ day of \_\_\_\_ year \_\_\_\_\_.

**WITNESSES :**

**1.**

**2.**

**SELLER(S)**

(PAN-\_\_\_\_\_)

**PURCHASER(S)**

PAN-

**Drafted by:**

Advocate

Civil Court, Lucknow

Mob. No.

Regn. No.

**Typed By:**

**(JAGDEEP S. LAMBA)**

Civil Court, Lucknow.