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

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	:	Residential Flat
2.	Ward	:	N.A.
3.	Village/Mohalla	:	Mohammadpur Chowki, BBK.
4.	Details of Property	:	Flat No. _____ **(In words) on the ____ (in words) Floor in Tower-** ____ in the Building known as **"SHERE SHALIMAR MANNAT EXTENSION"**
5.	Standard of measurement	:	Sq. meters
6.	Location Road	:	On Lucknow-Faizabad Road
7.	Type of Property	:	Flat
8.	Carpet area	:	_____ Sq. Meters (in words Sq. Meters)
9.	Built-up area		[____]
10.	Consideration	:	Rs. _____/- (Rupees _____only)
11.	Boundaries	:	EAST : WEST : NORTH : SOUTH :
12.	No of persons in First Part (1) No of persons in Second Part (____)		
13.	**Details of SELLER**	:	**Details of PURCHASER(S)**

SALE DEED

THIS SALE DEED is executed on this _____**day of** _____**, 2020** by and between

Shalimar Corp Limited (previously known as S.A.S. Hotels & Properties Pvt. Ltd.) a company incorporated under the provisions of Indian Companies Act 1956 having its registered office at 308, Tulsiani Chambers, Nariman Point, Mumbai **through its Authorised Signatory _____ Authorised by Board Resolution dated _____;**

(hereinafter referred to as the **"SELLER/Promoter"** *which expression unless repugnant to the context shall always mean and include their respective successors, administrators, legal representatives, executors and assigns*) of the **ONE PART;**

AND

Mr. _____ (PAN-_____) S/o Mr. _____ R/o _____
(hereinafter referred to as the **" Purchaser(s)"** *which expression unless repugnant to the context shall always mean and include their respective heirs, successors, legal representatives executors and assigns*) of the **OTHER PART**.

(The SELLER and the Purchaser(s) as above are collectively known as the "**Parties**" and individually as "**Party**")

WHEREAS

a. 1) Syed Naved Shere 2) Syed Masroor Shere and 3) Syed Faridoon Shere all sons of Late Monawar Shere is the owners of land measuring 3.19400 Hectares (31,940 sq. Mtr.) bearing Khasra Nos. 105, 112 to 115, Khasra No. 117-119, 121, 124, 126, 131M, 140M, 52, 53,127, 141, 142 situate at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki

b. 1) Syed Naved Shere 2) Syed Masroor Shere and 3) Syed Farogh Shere all sons of Late Monawar Shere and 1) Ms. Gazelle Shere 2) Ms. Sanam Shere and 3) Ms. Fariah Shere is the owners of land measuring 3.30310 Hectares (33,031 sq. Mtr.) bearing Khasra Nos. 55, 59, 105, 105M, 110, 110M, 111 to 119, 116M 117M, 121,

122M 124, 126, 128, 143M, 144, 145M, situate at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki.

c. Imperial Green Infratech Pvt. Limited is exclusive owner of the Khasra No. 54A, 123M and 125 total measuring 0.6899 Hect. (6,899 sq. mtr.) purchased vide various sale deeds registered in the office of the Sub-Registrar, Barabanki.

d. Mr. Abdul Sageer Sidduui S/o Late A. R. Siddqui is the exclusive owner of the Khasra Nos. 139M & 125 measuring 0.18900 Hect. (1,890 Sq. Mtr.) situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki.

e. Mohammad Naieem Ahmad S/o Late Abu Tayyab Ahmad Main is the exclusive owner of the Khasra Nos. 139M, 140M & 145M measuring 0.22300 Hect. (2,230 Sq. Mtr.) situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki.

Shalimar Corp Limited (formerly known as SAS Hotels and Properties (P) Ltd.) have entered into a Collaboration Agreement with land owners dated _____ with respect to Khasra No. _____ measuring _____ sq. meter situate at Village Mohammadpur Chowki, Lucknow-Faizabad Road, Tehsil Nawabganj, Pargana Dewan Distt. Barabanki registered in Book No. ____ Volume _____ Pages _____ at No. _____ on _____in the office of Sub-Registrar-Nawabganj, Barabanki **AND**

a. **That** the SELLER in order to drive optimum utility from the said land intended to construct multi storied residential project comprising of Towers _____, Apartments therein, Community centre, Convenience shops, Gym & Library, Common Areas and Facilities and other amenities etc. developed/ constructed/ to be constructed on the said land and named the same as **SHERE SHALIMAR MANNAT EXTENSION** comprising of different phases and towers ("**Whole Project**").

b. **That** the Tower- _____ being constructed and developed as a phase on the part of the whole project i.e on the said Project land (land admeasuring approximately _____ square meters lying and situated at Village Mohammadpur Chowki Dist-Barabanki) together with the Limited Common areas and facilities, Common areas and facilities, open spaces, all improvements and structures thereon and all easements, rights and appurtenances belongings thereto and named as **'Shere Shalimar Mannat Extension'** in pursuance of Permit No. _____ dated _____ issued by the Lucknow Development Authority, Lucknow_____ Barabanki ("**said Project**"). The said project has been registered under the Real Estate (Regulation & Development) Act, 2016 (RERA) as Ongoing project; **AND**

c. The Said Project has been registered with the Real Estate Regulatory Authority ("Authority") on _____ and the Said Project's Registration Certificate No. is _____. This Registration is valid till _____ commencing from_____, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website (www.up-rera.in) of the Authority.

d. Therefore, the Whole project has been divided into 2 phases with the clear intent to integrate both phases into one, upon completion of the said project being one of the Phase of the Whole project on the Project land.

e. The Purchaser(s) have perused and are satisfied with the title of the Project land and is/ are desirous of purchasing a Flat in the building known as **'SHERE SHALIMAR MANNAT EXTENSION'**, situated at Village Mohammapur Chowki, Tehsil Nawabganj, Pargana Dewan, Distt. Barabanki having Carpet area measuring about …….. sq. meters and Built-up Area [_____] morefully detailed in the **Schedule-F** attached hereto.

f. The Purchaser(s) acknowledges that the Seller(s) has provided all the information and clarifications as required by the Purchaser(s) with respect to the Flat being purchased by it and the project (including phases), as enumerated in RERA, and that the Purchaser(s) has relied on its own judgment and investigation in deciding to book a Flat in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects.

Further the compensation of claim, if any, of the Purchaser(s) in respect of the Flat hereby sold shall be deemed to have been waived.

g. That by an Application form dated……../ Allotment letter dated [____]/ Agreement to Sell dated…….. the Purchaser(s) has requested the flat and the SELLER have accepted the request of the Purchaser(s) and have allotted an Apartment / Flat No. _____ **(in words)** having Carpet Area _____ **sq. feet (in words) sq. feet i.e. _____ (in words) sq. meters** and Built-up Area [_____] sq. ft. **(……) sq. meters**, Super Built-up area of _____ **(in words) sq. feet i.e. _____ (in words) sq. meters** and exclusive balcony/verandah area of _____ Sq. ft. on _____ Floor in the Project known as "**SHERE SHALIMAR MANNAT EXTENSION"** and undivided proportionate right of using Common Area/facilities of the Whole Project such as use of common passage, staircase, lift, water and electrical arrangement and Limited Common areas of the said project 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.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. THAT in consideration of Rs. _____/- (Rupees _____only) (**"sale consideration"**) paid by the purchaser(s) to the SELLER, the receipt whereof the Seller hereby acknowledge. The SELLER hereby sells, conveys, assigns and transfers by way of absolute sale all that Flat No. ____ (in words) on the _____ (in words) Floor in **Tower-**_____ in the project known as **"SHERE SHALIMAR MANNAT EXTENSION"** Carpet Area ____ (in words) sq. feet i.e. ____ (in words) sq. meters and built up area [____]sq. feet i.e. …… (……..) sq. meters built over a said land at Village Mohammapur Chowki, Tehsil Nawabganj, Pargana Dewan, Distt. Barabanki, morefully described in the **SCHEDULE** attached hereto in favour of the purchaser(s) to hold the same as absolute owners thereof, on the terms and condition 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 Purchaser(s) hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the Purchaser(s) right of use and enjoyment of the flat sold in any manner whatsoever. THAT the Flat hereby sold is free from all sorts or encumbrances, liens, attachments, mortgages,

transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Seller is pending in any court of law or with any authority.

3. That the Seller hereby declares that this Sale Deed is being made in favour of the Purchaser(s) along with the Undivided proportionate title in the Common areas of the Whole project to the Association of Allottees/ Maintainence society/ Resident welfare association formed or to be formed for the said project (as per section 17(1) of the RERA). Further, the Promoter shall handover the necessary documents, and plans, including Common areas to the Association of Allottees.

4. THAT the land on which the aforesaid Residential apartments/Flats including the flat hereby sold stands constructed shall be the property of the purchaser(s)/ Association of Allottees/ Maintainence society/ Resident welfare association formed or to be formed for the said project (as per section 13(1) of the RERA) and the other Flat owner(s)/ purchaser(s) or their transferees, or assignees, etc. of the flats, situated on the ground, first and subsequent floors and the purchaser(s) shall get the proportionate right in the land.

5. THAT the SELLER 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.

6. THAT the SELLER represent that they have absolute authority to transfer the flat hereby sold and they have further represented that the said flat is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the purchaser(s) is deprive of the flat hereby conveyed or any part thereof on account of any defect in the title of the Seller if the purchaser(s) is put to any loss on this account then the purchaser(s) shall be entitled to recover from the SELLER its successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed together with interest and damages and if at any time hereinafter by reason of any defect or omission on the part of the SELLER any person or persons make claims in the property hereby conveyed or any part thereof, then SELLER 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 and to make good the loss suffered by the purchaser(s).

7. THAT the Seller has already got done the electric wiring and fittings in the premises of the said project and the electric points are provided in each flat/ apartment by the Seller and other fittings like bulb, tube fittings, fans, coolers, air-conditioners etc. will be installed by the purchaser(s) and the same shall be the exclusive property of the purchaser(s).

8. **Purchaser(s) Represents and Covenants**

The Purchaser(s) hereby covenants and undertakes –

8.1. 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 Purchaser(s) shall thus, keep the Promoter (SELLER) 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.

8.2. So long as each space / unit/ flat of the said building is not separately assessed for municipal taxes or other such taxes and cesses of similar kind, the Purchaser(s) 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.

8.3. 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 Promoter / 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 Purchaser(s) and the right to take such other action or seek such other legal remedy as it may decide for restraining the Purchaser(s) from making a use of the unit prohibited by this Deed.

8.4. Not to use the said flat for any purpose which may cause nuisance or annoyance to the buyer(s) / occupiers of other units in the building nor shall he 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.

8.5. 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 tenantable state and condition in which it has been delivered to him so as to support, shelter and protect the part of the

building other than the space purchased by him. If the Purchaser(s) fails to do so, then the Promoter / Maintenance Agency / Association of Allottees, 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 Purchaser(s).

8.6. To be solely responsible for taking insurance of the flat and the goods in the flat at its own cost and expenses.

8.7. 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 increased premium to be payable in respect thereof.

8.8. 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.

8.9. To never interfere with the use of any open spaces, garden/park, passages and / or any amenities available for common use.

8.10. 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 Promoter/ Association of Allottees, as the case may be.

8.11. 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 Promoter differ from the color scheme or elevation of the building. The Purchaser(s) 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 unit without the written permission of the Promoter.

8.12. Not to close/ cover the verandah or balconies or terraces or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party.

8.13. All fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Purchaser(s) at place earmarked or approved by the Promoter/ Association of Allottees and nowhere else.

8.14. Not to decorate the exterior of the flat otherwise than in the manner agreed with the Promoter or in the manner as similar as may be in which the same was previously decorated.

8.15. To abide by the covenants herein agreed and ensure that they shall be made binding legally on the occupier(s) / Lessee(s) as part of the terms and conditions between the Purchaser(s) and the Occupier(s) / Lessee(s) and defaults of the Occupier(s) / Lessee(s) shall be treated as that of the Purchaser(s).

8.16. To plan and distribute the flat's electric load in conformity with the electric systems installed by the Promoter and thereafter by the Association of Allottees / Maintenance Agency. The Purchaser(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

8.17. To enable the Promoters / Maintenance Agency / Association of Allottees, to deal effectively with the security of the Apartments/Flat/Project and maintenance of order therein, the entry be regulated. For this purpose, the Purchaser(s) agrees that the Promoters / Maintenance Agency / Association of Allottees 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 Purchaser(s)/occupant to come to the gate to personally escort the persons from the gate to his/her 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 Promoters / Maintenance Agency/ Association of Allottees.

8.18. The Association of Allottees shall have the irrevocable right, to be exercised by the Board or Manager to have access to each Apartments/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 therefrom, or for making emergency repairs therein necessary to prevent damage to the Common areas and Facilities or to any other Apartments/Flats.

9. **<u>Rights of SELLER</u>**

The Purchaser hereby confirms and unconditionally agrees that:

9.1 The Promoter shall, if permissible by the relevant authorities and under the applicable laws, may make additions to the project including exploiting any additional FAR, raising floors, putting up additional structure etc. and all such additions shall be the sole property of the Promoter which will be solely entitled to sell/ transfer/ use / deal it in any manner.

9.2 That the Promoter 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 and for those any such additional construction the Promoter shall be entitled to use the common amenities, facilities, utilities etc. and Promoter also be entitled to connect the electric, water, sewerage drainage etc. for the said additional construction in consultation with association/ maintenance society and/or additional constructions will be sole and exclusive property of the Promoter and the Promoter shall be entitled to deal with or dispose them off in such a manner as the Promoter may deem expedient and Purchaser(s) shall neither be entitled to raise / set up any claim or demand over the said additional construction nor shall raise / create any obstruction / hindrance of any nature whatsoever on such right of the Promoter about any such additional construction. The Purchaser(s) shall not claim any right, title or interest on any such additional construction or the Purchaser(s) will not be entitled to raise any kind of objection or hindrance about any temporary or permanent construction to be made by the Promoter or anybody on his behalf.

9.3 That the Promoter has absolute and full right over the terrace of the Towers. The Promoter shall be entitled to carry out permissible construction over the roof/ top terrace of the building or any part thereof and the Purchaser(s) will not be entitled to raise any kind of objection or hindrance about any temporary or permanent use of the same by the Promoter or any other buyer(s)/ Person(s) authorized by the Promoter.

9.4 The Promoter, 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 Purchaser(s) shall not raise any objection with respect to the same.

9.5 In case the Promoter or its 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 Purchaser(s) shall confirm that he shall extend necessary cooperation in that regard and shall not be entitled to raise any objection thereto.

9.6 The Promoter shall be entitled to put neon/electronic sign boards, name plate of its establishment/Promoter name, advertisements etc. inside or outside the premises, on roof top of the building and common area and use such open, free space for brand promotion. The Purchaser(s) / Association of Allottees of the building will neither have the right to remove/change/alter such signboards or advertisements nor will they have any claim on the revenue (if any) generated there from.

9.7 Convenient shops, Stores, dining hall, ATM space, Kiosk etc. Built in any part of the said Project/ whole project are in the nature of the saleable units and therefore shall be the exclusive property of the Promoter and it shall be free to deal with it.

10. **Use of Common Area and Facilities**

10.1 The Promoter 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 whole project. Therefore, it has been clearly explained by the promoter to the Purchaser(s) and further agreed by the Purchaser(s) that the Common areas and facilities of Whole project along with the Common areas and facilities of the said project are common and buyers of whole project are equally eligible to use the same. The Purchaser(s) of the Whole project shall have equal rights in the Common areas and facilities of the whole project and the Purchaser(s) shall not obstruct and/or cause any hindrance to any buyer(s) belonging to any phase/ Tower in the Whole project.

10.2 That the Purchaser(s) hereby agrees that his/her 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 Purchaser(s) 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 Purchaser(s) agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.

10.3 The Purchaser(s) agrees and confirms that the right to use the common areas and facilities shall be governed by the Promoter till the formation of association and as per the maintenance agreement/ bylaws/ maintenance guidelines as prescribed by the association formed in this respect. The Purchaser(s) shall have no claim, right, title or interest of any nature or kind in respect of any unsold units and / or un-allotted / un earmarked spaces and /or limited common areas and facilities in the said project, which shall always remain the absolute property of the Promoter, until any right or title of any of such assets or property is specifically transferred or assigned by the Promoter to the Society or any other Purchaser(s)(s)/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 Purchaser(s) 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.

10.4 That the Purchaser(s) 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 Purchaser(s) that his interest in the said land and building is undivided, impartiable and it is agreed that the Promoter shall not be liable to execute any assignment or any other document in respect of the exact undivided, impartiable underneath share of the Purchaser(s) in the said land.

10.5 The Common areas and facilities shall not be transferred and remain undivided and the Purchaser(s) 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.

10.6 That the Purchaser(s) 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.

10.7 As per applicable laws, Promoter has made provision for parking. Purchaser(s) will have the right to use _____ **covered parking no.** _____in the parking space separately allotted by the Promoter for parking purpose only. The Purchaser(s) hereby undertakes that he shall not enclose the said parking space in any manner or use it for any purpose other than parking and he shall be deemed to be only a licensee of the parking space. The Purchaser(s) agrees that the parking space allotted to him is inseparable and integral part of the said Flat. In case of the sale / transfer of the flat to a new buyer(s), the parking earmarked with the flat shall also be automatically transferred to such new buyer.

10.8 The Purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the building.

11. **Nature of Flat to be owned by the Purchaser(s)**

11.1 That the said Flat hereby conveyed be used for residential purpose only. That the Purchaser(s) are entitled to transfer the aforesaid Flat by way of sale or of any other legal mode.

11.2 That the Seller hereby agrees and assures the Purchaser(s) to help and assist the Purchaser(s) in getting the Flat transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the Purchaser(s) shall

have full right to get the flat transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.

11.3 That except Ownership rights in the construction of the said Flat hereby sold, Purchaser(s) shall have no claim, right, title or interest of any kind in respect of said building and roof of the said building. However, the Purchaser(s) of the said flat shall have only right to use all common facilities except as herein above provided.

12. **Payment of Taxes and others dues**

12.1 THAT the Purchaser(s) 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.

12.2 THAT the SELLER 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 possession or date of execution of this deed, whichever is earlier.

12.3 THAT in case any dues are outstanding against the SELLER or their 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 and not the Purchaser(s).

Maintenance

13.1 That the Purchaser(s) is liable to pay Interest Free Maintenance Security '(IFMS)' to the SELLER before execution of the Sale Deed. The IFMS shall be transferred to the Association of Allottees at the time of handing over the maintenance of the common areas and facilities of the Project to the Association of Allottees without any interest. IFMS shall be non refundable in all respects.

13.2 That the Purchaser(s) further agrees to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the SELLER/Authorised Agency to the Purchaser(s).

13.3 That if the Purchaser(s) defaults or fails or neglects or refuses to make payment of the aforesaid maintenance charges, then Shalimar Corp Ltd/Authorised Agency will be entitled to recover the same through Court of Law at the cost of the Purchaser(s).

13.4 That the SELLER will maintain the premises till the formation of Society by the residents of "SHERE SHALIMAR MANNAT EXTENSION".

13. **Electric Connection**

14.1 THAT the Purchasers shall take his own electric connection from Lucknow 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 for its purpose. Other fittings like bulb, tube fittings, fans, coolers, air-conditioners etc. will be installed by the Purchaser(s) and the same shall be exclusive property of the Purchaser(s).

14. **Defect Liability**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this deed relating to such development is brought to the notice of the Promoter within a period of five years by the Purchaser(s) from the date of handing over possession, the same shall be rectified by the Promoter at its own costs. Provided that –

(a) In case the damage to the flat or the project is caused by the Purchaser(s) / Association of Allottees and/or is a result of any misuse / wear and tear and/or improper maintenance and undue negligence on the part of the Purchaser(s) / Association of Allottees / Maintenance Agency and/or any damage caused due to Force Majeure; the Promoter shall not be liable to rectify such defects / damage.

(b) The Promoter shall not be in any way liable to repair or provide compensation for structural defects where the Purchaser(s) has made any structural changes in the flat or in the materials used therein.

(c) The Purchaser(s) understands and agrees that the building construction, in general, is heterogeneous in nature and any shortcomings inherent to such nature including but not limited to unequal contraction or expansion due to temperature variations, nature of joints between concrete and masonry, pervious nature of concrete and plastered masonry etc. that may result in development of minor cracks, leakage or seepage of water shall not be termed as defects / damages or structural defects or defects in workmanship or quality of construction.

(d) Since plastered masonry and concrete are not waterproof in nature, as a result of which, there might be a chance of leakage / seepage through them if exposed to rain water or any wet conditions. This will not be termed, as defect / damage and no compensation shall be given to the Purchaser(s) for all such happenings or any other type in any circumstances. The cost of any specialized treatment for repairing of

cracks, waterproofing or stopping such resulting leakage and seepage will be borne and paid by the Purchaser(s) separately.

(e) The Purchaser(s) is aware that the Promoter is not the manufacturer of the electrical systems, plumbing and sanitary fittings, other fixtures and accessories etc. including all / any proprietary items used or installed in the said flat / project. The Promoter does not warrant or guarantee the use, performance or otherwise of all / any such items. The parties hereto agree that the Promoter is not and shall not be responsible for any defect or the performance / non performance or other wise of these items and that the Promoter shall not be liable to rectify / replace them. The Purchaser(s) shall raise all / any claims regarding such items directly to the respective manufacturers / suppliers, keeping the Promoter indemnified.

(f) The Purchaser(s) understands that all machinery / equipments / systems such as lifts, electrical equipments, transformers, gas banks/ LPG reticulation system, firefighting systems, DG sets etc. have been provided by third party manufacturers / service providers and any accidents / mishaps caused or attributable to all such equipments and / or any other electromechanical machinery shall not be the liability of the Promoter.

15. **Violations by the Purchaser(s)**

The Purchaser(s) 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 Promoter 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 Promoter with respect to the project;

then the Promoter shall be entitled to take all such steps that may be required to enforce the Purchaser(s) 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 Promoter may decide.

16. **Expenses in respect of Sale Deed**

17.1. The Purchaser(s) shall participate towards 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 ("**Act**").

17.2. THAT all the expenses for execution and registration of this sale deed shall be borne by the Purchaser(s) and in case any deficit or penalty in respect of payment of stamp duty is levied, the same shall be borne and paid by the Purchaser(s).

17. **Formation of Society**:

THAT after handing over the possession of the Flat to the Purchaser(s), till the formation of society, the Shalimar Corp Ltd./Authorised 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 purchaser(s) shall pay to the Shalimar Corp Limited Authorised 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 purchaser(s) 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/Authorised Agency to the purchaser(s) and on default of the purchaser(s) or failing or neglecting or refusing to make Payments of the said maintenance charges, seller/Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser(s). That the purchaser(s) or his/her subsequent buyers shall always be liable to abide by and comply with the bye-laws and rules and regulations of such Maintenance Society.

18. **Liability of Purchaser(s)**

19.1. That before transfer of the said Flat either by Purchaser(s) or any of their transferee(s), the Purchaser(s) or any of their transferee(s) shall have to obtain the 'No Objection Certificate' from the 'Shalimar Corp Ltd./Authorised Agency/ Society', who are maintaining the aforesaid building regarding the dues of maintenance charges and other taxes and dues payable thereon, nd if the Purchaser(s) or any of their transferee(s) transfer the said flat without obtaining the said 'No Objection Certificate' from the 'Shalimar Corp Ltd./Authorised 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 Shalimar Corp Ltd./Authorised Agency.

19.2. That in case of resale of the Flat by the Purchaser(s), the transferee shall always be bound by the terms and conditions contained herein.

19.3. THAT the Purchaser(s) 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.

19.4. THAT the purchaser(s) 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 purchaser(s) 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/her/their 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 purchaser(s) of the respective flats. The purchaser(s) of the ground floor shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association Society of purchaser(s) as described hereinabove.

19.5. THAT neither Purchaser(s) nor the SELLER will in any manner block the common passages to the stair or stairs going up and down. In case if any body does so, the association/occupiers of the other Flats shall have a right to remove such obstructions forthwith with the cost of the wrong doers.

19.6. THAT the Purchaser(s) shall not at any time dig, demolish or cause to be dug or demolish any part of the said building.

19.7. THAT the Purchaser(s) 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.

19.8. THAT the Purchaser(s) 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 Promoter/Maintenance Agency/Association of Allottees shall be entitled to remove the same without giving any notice to the Purchaser(s) and to take them in its custody at the risk and responsibility of the Purchaser(s) and no claim shall be made by the Purchaser(s) against the Promoter / Maintenance Agency / Association

of Allottees in respect of such goods. The Purchaser(s) / occupants shall dispose the waste in accordance with the rules regarding the same, as set out by the Promoter / Association of Allottees.

19.9. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Flat to the Purchaser(s) and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parities and variation in any of the terms hereof, except under the signatures of the authorized signatory of the Seller after the date of registration of this Sale Deed.

19. **Notice**

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

20. **Indemnification**

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

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

21. **Waiver**

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

22. **Specific Performance**

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

23. **Severability**

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

24. **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.

25. **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.

26. **Dispute Resolution**

Any dispute, difference, controversy or claim ("**Dispute**") arising between the Parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the Parties by mutual negotiations and Agreement. If, for

any reason, such dispute cannot be resolved amicably by the Parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto ("the **Arbitration Act**"). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the Parties. The venue of arbitration proceedings shall be Lucknow. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the Parties in equal proportions.

27. **SAVINGS**

Any brochure, application, letter, allotment letter or any other document signed by the Purchaser(s), 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 Purchaser(s) or the Promoter under this deed, under the Act, the rules or the regulations made thereunder.

28. **ASSIGNMENT**

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

29. 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.

30. That the identification of the Parties has been done on the basis of the documents provided by them.

VALUATION AS PER CIRCLE RATE

1. LOCATION OF ROAD

THAT the Flat transferred under this deed is situated at Village Mohammadpur Chowki, Tehsil Nawabganj, Distt. Barabanki which is on Lucknow-Faizabad Road, given in Circle Rate List, issued by Collector, Barabanki.

2. CALCULATION

That the proportionate area of the land hereby sold is about _____ sq. meter (_____sq. meters X 33.33/100 = ____ sq. meter) (proportionate area for only stamp duty purposes) the value whereof @ Rs. _____/- per sq. meter comes to Rs. _____ The building is ____ storied and the total carpet area of flat is about _____ sq. meter, built up area of flat is about [____] sqr. mtr. and value thereof @ Rs. _____/- per sq. meter comes to Rs. _____/-. The total value of land and construction of the flat comes to Rs. _____/- Only. However the actual sale consideration being Rs. _____/- only. As both the PURCHASER(S) have equal share in the flat, hence the stamp duty of Rs. _____/- has been paid vide E-Stamp Certificate No. **IN-UP**_____ **dated** _____

SCHEDULE OF PAYMENT

S. No.	Cheque No.	Cheque Date	Bank Details	Cheque Amount
1				
2				
3				
4				
5				
6				
			Total	

SCHEDULE OF PROPERTY

Flat No. _____ (in words) in Tower-____ on the ____ (in words) Floor in the building known as **"SHERE SHALIMAR MANNAT EXTENSION"** built over Khasra Nos. _____ situated at Islambari, Ward Shankarpurwa, Lucknow, measuring Carpet Area ____ (in words) sq. feet i.e. ____ (One Hundred) sq. meters and Built Up Area [_____] which is bounded as under:-

EAST :

WEST :

NORTH :

SOUTH :

FLAT PLAN

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.

WITNESSES

1.

SELLER
PAN-AADCS9234L

2.

PURCHASER(S)
PAN-
PAN-

Drafted by:

Typed By: