

**DETAILS OF INSTRUMENT IN SHORT**

Ward/Pargana	:	Lucknow
Village	:	Ghaila
Details of Property	:	Sub-divided Plot No. ____, <b>in the “ORCHID PLOT Extension” Block of “Garden Bay”</b>
Standard of measurement	:	Square Meter
Area of Property	:	
V-Code	:	1099
Type of Property	:	Plot
Consideration	:	
Valuation	:	Rs.
Stamp duty paid	:	Rs.
No of persons in first part (8)		
<b>Details of Sellers :</b>		

- 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 Mr. Anirudh Nigam son of Late H.P. Nigam Authorised by Board Resolution Dated 02.04.2018 and Mohammad Kareem Farooqui son of Mr. Waseem Mohammad Farooqui and also as lead member of the consortium dated 11.06.2014 duly registered in the office of Sub-registrar-II Lucknow vide Book No. 4 Jild No. 421 at pages 11 to 28 Serial No. 410/14 registered on 11.08.2014**
- 2) M/S KSM Bashir Mohammad & sons a partnership firm having its office at 24, New Berry Road, Lucknow through its attorney Mr. Mohammad Kareem Farooqui son of Mr. Waseem Mohammad Farooqui (vide power of attorney dated 11.08.2014)**
- 3) S.A. Infra Build Pvt. Ltd. a company registered under Companies Act 1956 and having its registered office at 51/69, Domdom Road, 3 No. Hari Kali Colony, Kolkata, West Bengal through its Director/Authorized Signatory Mohammad Kareem Farooqui S/o Mr. Waseem Mohammad Farooqui R/o 153 Chandrashekhar Azad Marg, Ganesh Ganj, Lucknow. (4) Mrs. Rehana Farooqi D/o Mr. Akhtar**

<p><b>Mohammad R/o 24, New Berry Road, Lucknow (5)</b>  <b>Mr. Mohammad Zakaria S/o Mr. Zakir Mohammad Farooqi R/o 24, New Berry Road, Lucknow (6)</b>  <b>Mr. Arif Zamir Farooqi S/o Late Z.M. Farooqi R/o 24, New Berry Road, Lucknow (7)</b>  <b>Mr. Khalid Farooqi S/o Mr. Azhar Mohammad R/o 24, New Berry Road, Lucknow (8)</b>  <b>Mrs. Shaheen Arif Farooqi wife of Mr. Arif Zamir Farooqi</b></p> <p><b>Seller Nos. 4 to 8 through their attorney Mr. Mohammad Kareem Farooqui (vide power of attorney dated 07.07.2015 registered in the office of SR II Lucknow in Book No.4 Jild 449 at Pages 387 to 408 Serial No. 486/2015 on 08.07.2015).</b></p>
No of persons in second part (2)
<b>Details of Purchaser(s):-</b>

### **SALE DEED**

THIS SALE DEED IS MADE BY AND BETWEEN **(1) M/s. Shalimar KSMB Projects, (PAN-ACFFS5832H)** 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 Mr. Anirudh Nigam son of Late H.P. Nigam Authorised by Board Resolution Dated 02.04.2018 and Mohammad Kareem Farooqui son of Mr. Waseem Mohammad Farooqui and also as lead member of the consortium dated 11.06.2014 duly registered in the office of Sub-registrar-II Lucknow vide Book No. 4 Jild No. 421 at pages 11 to 28

Serial No. 410/14 registered on 11.08.2014 **(2) M/S KSM Bashir Mohammad & sons** a partnership firm having its office at 24, New Berry Road, Lucknow through its attorney Mr. Mohammad Kareem Farooqui son of Mr. Waseem Mohammad Farooqui (vide power of attorney dated 11.08.2014) **(3) S.A. Infra Build Pvt. Ltd.** a company registered under Companies Act, 1956 and having its registered office at 51/69, Domdom Road, 3 No. Hari Kali Colony, Kolkata-700074 West Bengal through its Director/Authorized Signatory Mohammad Kareem Farooqui S/o Mr. Waseem Mohammad Farooqui R/o 153 Chandrashekhar Azad Marg, Ganesh Ganj, Lucknow. **(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. Sellers 4 to 8 through their attorney Mohammad Kareem Farooqui (vide power of attorney dated 07.07.2015 registered in the office of SR II Lucknow in Book No.4 Jild 449 at Pages 387 to 408 Serial No. 486/2015 on 08.07.2015) (hereinafter collectively referred to as the '**SELLERS**').

**AND**

**1)**

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(hereinafter referred to as the '**PURCHASER(S)**').

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. \_\_\_\_\_, dated \_\_\_\_\_.

**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. **AND WHEREAS** the M/s Shalimar KSMB Projects have exclusive right of respect of the said property, which

is free from all encumbrances whatsoever agreed to sell, transfer and assign absolutely the plot detailed in the schedule of property to the Purchaser(s) for a sale consideration of Rs. 39,99,633/- Only (Rupees Thirty Nine Lakhs Ninety Nine Thousand Six Hundred Thirty Three Only) in its sound disposition of mind without any pressure, compulsion, undue influence and coercions and agrees to sells and transfers the said property in favour of Purchaser(s) by way of ABSOLUTE SALE.

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

**AND WHEREAS** the Purchaser(s) 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 Plot and right to transfer the said Plot and Purchaser(s) has also examined the quality of work, material, etc. and Purchaser(s)s has no complaint in any respect with regard to the area of Plot hereby sold to the Purchaser(s)s. Further the compensation of claim, if any, of the Purchaser(s)s in respect of the Plot hereby sold shall be deemed to have been waived.

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

- a. That having received the said consideration amount, the sellers do hereby sell, convey and assign absolutely to the Purchaser(s) the said property mentioned above & all that it has including all rights of easement and appurtenances attached thereto; TO HOLD and possess the same unto and use and enjoy the same as absolute owner thereof free of all encumbrances whatsoever.

- b.** That sellers have handed over the vacant possession of the property mentioned above to the Purchaser(s) with all its rights and privileges so far held and enjoyed by the seller.
- c.** That the absolute title, right and interest with all easements only in respect of the property 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 property sold in any manner whatsoever.
- d.** That the property 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.
- e.** That the Purchaser(s) and other occupants shall not keep or store or cause to be stored any objectionable articles, things, materials, and goods and shall not obstruct the ingress and egress of the other occupants.
- f.** That after handing over the possession of the Plot to the buyer, till the formation of society, the M/s Shalimar KSMB Projects/Authorised Agency will be maintaining the water main, sewer lines, and other common facilities leading to ingress and egress of the Plot, hereby sold, and all respective Purchaser(s) shall pay to the M/s 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(s) shall pay to the society.
- g.** That the Purchaser(s) shall be liable to pay Interest Free Maintenance Fund (**IFMS**) to the seller.
- h.** 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 M/s Shalimar KSMB Projects/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, M/s Shalimar KSMB Projects/Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the Purchaser(s).

- i.** That if the Purchaser(s) fails or neglects or refuses to make payment of the aforesaid maintenance charges payable by the Purchaser(s) under this deed, then the M/s Shalimar KSMB Projects/Authorised Agency will be entitled to withdraw all facilities and after payment of defaulted amount all services to be resumed.
- j.** That before transfer of the said property either by Purchaser(s) or any of their transferee(s), the Purchaser(s) or any of his transferee(s) shall have to obtain the 'No Dues Certificate' from the 'M/s 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(s) or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from the M/s Shalimar KSMB Projects/Authorised Agency/Society then in that event the new owner of 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 M/s Shalimar KSMB Projects/Authorised Agency.
- k.** That the Plot hereby sold shall be used by the Purchaser(s) for residential purposes and in no case, the Purchaser(s) can change the same other than the residential purposes.
- l.** The Purchaser shall have the free hold rights in the said property and shall have the right to construct his/her house on the said plot. However, the Purchaser shall have only the right to design her/his



house internally but the external design shall be within the parameters of the guidelines as mentioned below:-

- a) Allottee(s) can appoint their own Architect for Designing the Villa or had a leverage to use our reference drawings for their villa.
- b) Allottee(s) have full flexibility for developing the plans as per their need/requirement.
- c) Allottee(s) can construct their house with conventional technology like Brick & R.C.C. or they had full flexibility to use any other technology for construction.
- d) Allottee(s) can have full flexibility to construct internal space of their own choice/requirement.
- e) Allottee(s) will have full Control on Internal colors, fixtures, fittings, tiles, furniture, upholstery etc. in their Villa
- f) Allottee(s) can develop terrace or open space like balcony as per their own choice except front façade elements and color visible from outside
- g) Front or Rear Lawns can be developed as per Allottee(s) choice
- h) Advance Technologies like Building Automation, Building Surveillance System or Building Management System can be opted as per Allottee(s) choice only but Allottee(s) have to keep in view that front Façade should not get mounting of any equipment other than CCTV Cameras.
- i) Allottee(s) can appoint their own Architect for Designing the Villa or have a leverage to use our reference drawings for their villa.
- j) Allottee(s) have full flexibility for developing the plans as per their need/requirement.
- k) Allottee(s) can construct their house with conventional technology like Brick & R.C.C. or they have full flexibility to use any other technology for construction.
- l) Allottee(s) can have full flexibility to construct internal space of their

own choice/requirement.

- m) Allottee(s) will have full Control on Internal colors, fixtures, fittings, tiles, furniture, upholstery etc. in their Villa
- n) Allottee(s) can develop terrace or open space like balcony as per their own choice except front façade elements and color visible from outside
- o) Front or Rear Lawns can be developed as per Allottee(s) choice, construction of any nature is not allowed.
- p) Advance Technologies like Building Automation, Building Surveillance System or Building Management System can be opted as per Allottee(s) choice only but Allottee(s) have to keep in view that front Façade should not get mounting of any equipment other than CCTV Cameras.

However, Sanction Drawings for individual Unit/Plot will be approved/ forwarded for sanction to Promoters office. All Fees and Local Authority Expenses will be borne by the Unit/Plot Owner/Allottee(s)

- m.** That the Purchaser to get its map approved from the authority through the seller shall follow the process as mentioned in schedule-D of the agreement to sell dated\_\_\_\_\_
- n.** That the Purchaser while doing the construction of his house shall adhere to all the conditions as mentioned in the Annexure- \_\_\_\_ and all the conditions mentioned in the annexure-\_\_\_\_ shall be binding on the Purchaser and any deviation or breach of the conditions shall entitle the Seller to stop the construction over the said Plot.
- o.** That the Purchaser(s)s shall have right to construct villas/building as per the sanctioned plan approved by the Seller and will have elevation & colour scheme of the outer portion of the house to be same as approved by the seller.

- p.** That the Purchaser(s) also agreed to be bound for elevation control, external material used for facade, colour scheme etc. of construction on plot/unit applied through 'Application Form' as per the 'Standard Guidelines/Hand Book' provided by the Developer at the time of Application/Allotment, which would be applied on Purchaser(s) during construction of building/house. All such changes shall be subject to the provisions of RERA.
- q.** That the seller represent that they have absolute authority to transfer the property hereby sold and they have further represented that the said property is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the Purchaser(s) is deprive of the property 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).
- r.** The ownership of Club/ Swimming pool, if any, in the township shall remain with the seller(s) and the same may be transferred to any person(s) for its maintenance and operation thereof. It shall be incumbent upon all the Allottee(s)/Second Party/Purchaser(s) 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(s) is/ are using the Club or not  
(ii) Possession of the said plot/villa has been taken over or not.

- s.** That in case any dues are outstanding against the seller or its predecessors in interest in respect of property 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)s.
- t.** That the Purchaser(s) 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 Purchaser(s) shall obtain a "No Objection Certificate" from the seller for its purpose.
- u.** That the all taxes including House Tax & Water Tax etc. in respect of the said Plot if any, shall be borne and paid directly to the concern authorities by the Purchaser(s). The seller will be not responsible in any manner.
- v.** That the Purchaser has satisfied himself/herself with regard to the size, dimensions and orientation of the plot No-\_\_\_ and is/are also fully satisfied with all the amenities as committed by the Builder/Promoter/Seller and shall not raise any complaint at any forum/authority in future.
- w.** That the entire expenses for execution and registration of this deed and typing charges, registration fees and other miscellaneous expenses shall be exclusively borne by the Purchaser(s) and the stamp duty has been paid by Purchaser(s) to this deed.

That the sold plot is situated on less than 9 meter internal road having total area measuring \_\_\_\_\_ sq. ft. = \_\_\_\_\_ sq. mtr. the market value whereof for the purposes of stamp duty as per rates fixed by Collector Lucknow @ Rs. 7,500/- per Sq. mtr. comes to Rs. \_\_\_\_\_/- only. There is no construction on the said plot. Actual sale

consideration of Rs. \_\_\_\_\_/- Only. As both the Purchaser(s) have equal share in the Plot Hence, the stamp duty of Rs. \_\_\_\_\_/- has been as per G.O. No. S. V. K. N.- 5-2756/11-2008-500(165)/2007 dated 30.6.2008 paid vide E-Stamp Certificate No. **IN-UP**\_\_\_\_\_ **dated** \_\_\_\_\_

That the expressions **“Sellers”** and the **“Purchaser(s)”** hereinbefore used unless repugnant to the context mean and shall always mean and include their respective heirs, successors, legal representatives and assigns.

**IN WITNESS WHEREOF WE** the above named sellers and the Purchaser(s) have put our respective hands and thumb impressions to these presents on the date, month and year mentioned first above.

#### **SCHEDULE OF PROPERTY**

Sub-divided Plot No. \_\_\_\_\_ in **“ORCHID PLOT EXTENSION”** Block in the project known as **“Garden Bay”** situated at Village Ghaila and Alinagar, Lucknow, and bounded as below :-

**EAST** :

**WEST** :

**NORTH** :

**SOUTH** :

**WITNESSES :-**

1.

**2.**

Draft for RERA Registration Purposes only

**SELLERS**

**PURCHASER(S)**

