

**Sale Consideration** : Rs. \_\_\_\_\_/-  
**Market Value** : Rs. \_\_\_\_\_/-  
**Stamp Duty** : Rs. \_\_\_\_\_/-

**DETAILS OF INSTRUMENT IN SHORT**

<b>1.</b>	Nature of Property	:	Residential
<b>2.</b>	Ward/Pargana	:	Lucknow
<b>3.</b>	Village/Mohalla	:	Baghamau, Pargana, Tehsil & Distt- Lucknow
<b>4.</b>	Details of Property	:	Dwelling Unit No. _____ situated in the Project known as " <b>Valencia County East</b> " developed over Part of Plot No. "GH-18" in the integrated Township named <b>Shalimar One world</b>
<b>5.</b>	Standard of measurement	:	Sq. meters
<b>6.</b>	Location Road	:	More than 100 Mtr. away from Shaheed Path
<b>7.</b>	Type of Property	:	Dwelling Unit
<b>8.</b>	Land area (In Possession)	:	_____ Sq. Meters
<b>9.</b>	Super Built-up area	:	_____ Sq. Meters
<b>10.</b>	Consideration	:	<b>Rs.</b> _____ (Rupees _____ only)
<b>11.</b>	Boundaries	:	EAST : WEST : NORTH : SOUTH :
<b>12.</b>	<b>Details of SELLER(1)</b>	:	<b>Details of PURCHASER(1)</b>
	<b>M/S ANS DEVELOPERS PVT LTD (PREVIOUSLY KNOWN AS M/S SHALIMAR LAKE CITY PVT LTD)</b> having its corporate office at 11 <sup>th</sup> Floor Shalimar Titanium Vibhuti Khand Gomti Nagar Lucknow represented by its authorize signatory Mr. Mohammed Faisal Wase		_____ _____ _____ _____ _____

**SALE DEED**

THIS SALE DEED is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at Lucknow

**BY AND BETWEEN**

**M/S ANS DEVELOPERS PVT LTD (PREVIOUSLY KNOWN AS M/S SHALIMAR LAKE CITY PVT LTD)** (CIN no

U70109MH2006PTC237856), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 308, Tulsiani Chambers, Nariman Point, Mumbai and its corporate office at 11<sup>th</sup> Floor Shalimar Titanium Vibhuti Khand Gomti Nagar Lucknow **(PAN-AAFCA9848N)**, represented by its authorize signatory Mr. Mohammed Faisal Wase (Aadhar No-778006578412) authorized vide board resolution dated 04<sup>th</sup> June 2019 through Mr. Saunderya Kumar s/o Late Mr. Sohan Lal, who is duly authorized for presentation by way of authenticated power of attorney which is registered in the office of sub registrar-II, Lucknow vide book no.6, zildno.19 on pages 215 to 224 as serial no.35 on dated 17.08.2019; (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 No.- \_\_\_\_\_)** S/O  
\_\_\_\_\_ **And** MR. \_\_\_\_\_  
S/O \_\_\_\_\_ 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"**)

The project VALENCIA COUNTY EAST is the part of the layout passed by the name of GH-18, situate in the Integrated Township Shalimar Oneworld and I/we fully understand that the land on which the said Unit is being built is the part and parcel of the total land of the layout passed by the development authority by the name of Group Housing-18 Valencia County East is part of GH-18 and the layout has also been approved under the norms of group housing, it consists of horizontal group housing. The Allottee(s) of Valencia County shall be in ownership of all the floors of the Unit as per the plans attached as per Annexure- "\_\_\_" and shall have exclusive right to use and enjoy the open land and dedicated terrace.

The Allottee(s) shall only be entitled to the proportionate rights in the total land area of GH-18. The Allottee(s) shall not claim any exclusive and or transferable rights over land under the plinth area and the open land provided along with the said Unit. Only the built-up area of the Unit shall be transferred by way of conveyance deed. The land shall be only available for the use by the Allottee(s).

The promoter has provided the copy of the sanctioned plans, layout plans along with specifications, approved by the competent authority, all the relevant information, documents, approvals, permissions, licenses, site plan, building plan, service plan, parking and circulation plan, landscape plan, zoning plan, and all other relevant plans including structural designs relating to the said project and various permissions and such other credentials with respect to the ownership, right and interest of the promoter in the said land of the project named "Valencia County" and also the project, competency and the basic infrastructure facilities available and necessary to complete the project, and also the stage-wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity, to the allottee(s) and the allottee(s) hereby confirms that he is satisfied with the information and other details provided to him by the promoter and the allottee(s) has understood all limitations and obligations of the promoter in relation to the project.

**WHEREAS** First party is the exclusive owner of Part of Khasra No.134,135, 138, 140, 143 Ka, 143Kha,144,145, 146, 150, 153, 157,158, 159, 162,163, 164, 165, 180, 183,184, 244, 245, 246, 248, 249, 250, 251 and Khasra No 151, 152, 154, 155, 156, 160 161, 166,167, 168, 169, 170, 171, 172, 173, 174, 175, 181,182, having total area 49,120 Sq Mtr. approx situated at Village Baghamau, Pargana, Tehsil & District Lucknow, having area of 143411.73 Sq. out of which Khasra No 143 Kha measuring 1700 Sq.Mtrs belongs to Gram Samaj which has been left in the open space in the project Valencia County East (GH-18)

**WHEREAS** the SELLER in order to drive optimum utility from the said land constructed \_\_\_\_\_ number of Dwelling Units therein, Community centre, Common Areas and Facilities and other amenities etc. developed/ constructed/ to be constructed on the said land and named the same as '**Valencia County**' of the Township named **Shalimar One world** comprising of different phases and towers ("Project").

The Lucknow Development Authority Lucknow has granted the Permit No. Group Housing/05115/LDA/BP/21-22/1761/20052022 dated 17.06.2022 to develop the project Valencia County East;

The Allottee had applied for a dwelling Unit in the Project vide application No-\_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Dwelling Unit No. \_\_\_\_\_ having Covered area of ..... square meters I.E. \_\_\_\_\_ square feet (hereinafter referred to as the "Dwelling Unit" more particularly described in Schedule-A and the floor plan of the Unit is annexed hereto and marked as Schedule-B); lying and situated at Village Baghamau, Pargana, Tehsil & Distt. Lucknow together with the Limited Common areas and facilities, open spaces, all improvements and structures thereon and all easements, rights and appurtenances belonging

thereto and named as '**Valencia County**', of the Township named Shalimar Oneworld registered under the Real Estate (Regulation & Development) Act, 2016 (RERA) as Ongoing project; AND

**WHEREAS** The Said Project has been registered with the Real Estate Regulatory Authority ("Authority") on \_\_\_\_\_ and the Said Project's Registration Certificate No. is \_\_\_\_\_. The details of the Promoter and the Said Project are also available on the website (www.up-rera.in) of the Authority.

**WHEREAS** Purchaser(s) have perused and are satisfied with the title of the Project land and is/are desirous of purchasing a Unit in the project known as '**Valencia County East**' of the Township Shalimar Oneworld, situated at Village Baghamau, Pargana, Tehsil & Distt. Lucknow, more fully detailed in the Schedule attached hereto.

**WHEREAS** Purchaser(s) acknowledges that the Seller(s) has provided all the information and clarifications as required by the Purchaser(s) with respect to the Unit 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 Unit 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 Unit hereby sold shall be deemed to have been waived.

**WHEREAS** the purchasers have been allotted a **Unit No.** \_\_\_\_\_ **having covered area** of sq. feet **i.e.** \_\_\_\_\_ **sq. meters in the Project known as "Valencia County East" of the Township named Shalimar Oneworld** hereinafter referred to as the "Said Unit " 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**), paid by the purchasers to the sellers, the detail of payment is given in schedule of payment, of this deed, and receipt whereof the sellers hereby acknowledge, the seller hereby transfer, convey and assign by way of absolute sale of all that **Unit No.** \_\_\_\_\_ **having Covered area of** \_\_\_\_\_ **sq. feet i.e.** \_\_\_\_\_ **sq. meters situated in the Project known as "Valencia County East" developed over Plot No. "GH-18" in the integrated Township named Shalimar**

**One world Village Bagahamau, Pargana, Tehsil & Distt – Lucknow.** (fully described at the foot of this deed) together with liberties, privileges, easementary rights, and appendages and appurtenances whatsoever to the said property and or any part thereof, occupied herewith and all the estate, right, title and interest upon the same and every part thereof, and to have and to hold the same unto and to the use of the purchasers, his successors, assigns, administrators, executors, as absolute owner, forever and at all time.

- 2.** THAT the absolute Possession, right and interest with all easements only in respect of the said Unit 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 Unit sold in any manner whatsoever. THAT the Unit 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 purchaser/ Maintenance 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 Purchasers.
- 4.** THAT the land on which the aforesaid Residential Units including the Unit hereby sold stands constructed shall be the property of the purchaser(s)/ Association of Purchasers/ 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 Unit owner(s)/ purchaser(s) or their transferees, or assignees, etc. of the Unit and the purchaser(s) shall get the proportionate right in the land.
- 5.** THAT the SELLER will maintain the common area of the said project according to the provisions of law, till the handover of the same to the Maintenance Society/ Association of Purchaser(s)/ RWA.
- 6.** That the proportionate land area shall be transferred to the Resident Welfare Association (RWA)
- 7.** THAT the SELLER represent that they have absolute authority to transfer the Unit hereby sold and they have further represented that the said Unit is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the purchaser(s) is deprive of the Unit 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 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 to extent of right affected in the said property.

8. That the purchasers has paid to the sellers total sale consideration, as full and final payment, in respect of the aforesaid transaction of sale, as per the details herein below mentioned, there receipt whereof is acknowledged by the seller.
9. That the sellers delivered the actual, physical and vacant possession of the aforesaid property to the purchasers.
10. That the sellers, directly or indirectly, has not created any charge on the said property, and if any person or persons claims himself or through or on behalf of the seller any rights or privileges in respect of the property here in above mentioned, the same shall be rendered illegal and void by virtue of the present deed of sale.

**11. RIGHTS OF SELLER**

The Purchaser hereby confirms and unconditionally agrees that:

- a. 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 Unit.
- b. The Promoter, in order to facilitate any future construction/ maintenance or repair work of the said Unit 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.
- c. In case the Promoter or its representatives(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)/RWA/Association of Allottee(s) shall confirm that they shall extend necessary cooperation in that regard.
- d. 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 Seller and it shall be free to deal with it.

- e. The ownership of Central Club in the project shall remain with the Developer and 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 Unit has been taken over or not. Further, Allottee is bound with the rules and regulations as decided by the Central club management from time to time for it's members. Payment for Central Club Membership fee and subscription will only entitle allottee for the entry to the Central Club and shall not create any legal rights on the same which will remain vested with the Developer/Nominated person(s)/agency only.

## **12. PURCHASER(S) REPRESENTS AND COVENANTS**

The Purchaser(s) hereby covenants and undertakes –

- a. 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.
- b. So long as each space / unit of the said Project 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 & lease tax and any other duties / taxes levied by any competent authority.
- c. To use the said Unit for residential purposes only and shall not use the Unit 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.

- d.** Not to use the said Unit for any purpose which may cause nuisance or annoyance to the buyer(s) / occupiers of other units in the project 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 Unit or any portion thereof.
- e.** To always keep and maintain the said Unit 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 him so as to support, shelter and protect the part of the Unit 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 Units and they will be entitled to recover all costs and expenses towards such works from the Purchaser(s).
- f.** To be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- g.** To never do or permit to be done any act or thing which may render the insurance of the Unit.
- h.** To never interfere with the use of any open spaces, garden/park, passages and / or any amenities available for common use.
- i.** Not to demolish the Unit 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 Unit or any part thereof, except such suitable alterations/additions/changes that should not cause any damage or harm to the structure etc. of the Unit after taking written permission from the Promoter/ Association of Allottees, as the case may be.
- j.** 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 Unit which in the opinion of the Promoter differ from the color scheme or elevation of the other Units. 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 or install Ac units in the demised unit without the written permission of the Promoter.
- k.** 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.

- l.** Not to decorate the entrance and exterior of the Unit 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.
- m.** 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).
- n.** To plan and distribute the Unit'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.
- o.** To enable the Promoters / Maintenance Agency / Association of Allottees, to deal effectively with the security of the 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 Unit 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.
- p.** The Association of Allottees shall have the irrevocable right, to be exercised by the Board or Manager to have access to each Unit 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 Units.

### **13. USE OF COMMON AREA AND FACILITIES**

- a.** 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.

- b.** 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.
- c.** 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)/Person(s). Thus, except the ownership rights of the Unit and the limited right to use and enjoyment of common areas and amenities such as recreational facilities, water and electricity arrangements etc. and the right of ingress and egress in respect of any of the common areas such as roads, Gardens; 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.

- d. That the Purchaser(s) shall at no time demand partition of his interest in the said land and project and any part thereof. It is hereby agreed and declared by the Purchaser(s) that his interest in the said land and project 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.
- e. The Common areas and facilities shall not be transferred and remain undivided and the Purchaser(s) and no other Unit 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.
- f. 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 project.
- g. As per applicable laws, Promoter has made provision for parking in the Unit. The Purchaser(s) hereby undertakes that he shall not encroach external parking spaces in any manner or use it for any purpose other than parking.
- h. The Purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the Units.

**14. NATURE OF UNIT TO BE OWNED BY THE PURCHASER(S)**

- a. That the said Unit hereby conveyed be used for residential purpose only. That the Purchaser(s) are entitled to transfer the aforesaid Unit by way of sale or of any other legal mode.
- b. That the Seller hereby agrees and assures the Purchaser(s) to help and assist the Purchaser(s) in getting the Unit 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 Unit transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.

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

- a. THAT the Purchaser(s) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Unit by any authority or body or Govt. from time to time.
- b. THAT the SELLER shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Unit by any authority or body or Govt. till the

possession or date of execution of this deed, whichever is earlier.

- c. THAT in case any dues are outstanding against the SELLER or their predecessors in interest in respect of Unit 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).

#### **16. MAINTENANCE**

- a. That the Purchaser(s) is liable to pay One time 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.
- b. 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/Authorized Agency to the Purchaser(s).
- c. That if the Purchaser(s) defaults or fails or neglects or refuses to make payment of the aforesaid maintenance charges, then ANS Developers Pvt. Limited/Authorised Agency will be entitled to recover the same through Court of Law at the cost of the Purchaser(s).
- d. That the SELLER will maintain the premises till the formation of Society by the residents of "Valencia County".
- e. The terms and conditions towards maintenance as set forth in registered agreement to sell in respect of the said Unit will also be applicable.

#### **17. ELECTRIC CONNECTION**

- a. THAT the Purchasers shall take his own electric connection from 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 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).

**18. DEFECT LIABILITY CLAUSE:**

- a.** If the Allottee brings to the notice of the Promoter any structural defect in the Unit within the time period as specified under the prevalent law it shall wherever possible be rectified by the Promoter without further charge to the Allottee. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the Unit or defect in workmanship, quality or provision of service. The Promoter shall be discharged from its liability as aforesaid in the event the Allottee carries out any structural modifications, alterations at his/her own accord and/or if the Allottee makes any changes in the structure, location, use and type of the areas, utilities and specifications and fixtures in the Unit. Additionally, the Promoter shall not be liable in case of the following :

  - i.** Structural defects caused or attributable to the Allottee including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
  - ii.** Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.;
  - iii.** Structural defects induced by force majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.;
  - iv.** Structural defects occurring in the Unit or the Unit that has undergone unauthorised civil renovations by the Allottee.
  - v.** Damage caused by failure on the part of Allottee to undertake routine and expected care and internal maintenance of the Unit.
  - vi.** Damage in fitments 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 mishandling/normal wear and tear;
  - vii.** Any damage of plaster due to mishandling between door frame and wall because of rough usage or carelessness during stormy weather;

- viii.** Minor crack and seasonal alignment in wooden items like doors, rail tops, and wooden flooring. Warping in wooden flooring due to non-occupancy of unit for long time (especially during rainy season);
  - ix.** Any mechanical issue in the Air Conditioner (if provided);
  - x.** CP fitting if provided;
  - xi.** China Ware if installed;
  - xii.** Electrical Switches, MCB, Geysers, Lights fitting and Equipments such as lifts, generator, motors, STP, transformers, gym equipments etc which carry manufacturer's guarantees for a limited period;
  - xiii.** Glass Work if any; and
  - xiv.** Slight hairline cracks, due to temperature variations.
- b.** Any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause above) the Promoter shall not be responsible for the cost of re-instating/reinstalling and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate/reinstall the same at his/her/its/their own costs.

#### **19. 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.

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

- a. 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).

**21. FORMATION OF SOCIETY:**

THAT after handing over the possession of the Unit to the Purchaser(s), till the formation of society, the ANS Developers Pvt. Limited./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 Unit, the Super built-up area of which is hereby sold, and all respective purchaser(s) shall pay to the ANS Developers Pvt. 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.

**22. LIABILITY OF PURCHASER(S)**

- a. That before transfer of the said Unit 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 'ANS Developers Pvt. Limited./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 Unit without obtaining the said 'No Objection Certificate' from the 'ANS Developers Pvt. Limited./Authorised Agency/Society' then in that event the new owner or owners of the said Unit 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 Unit, to ANS Developers Pvt. Limited./Authorised Agency.



- b. That in case of resale of the Unit by the Purchaser(s), the transferee shall always be bound by the terms and conditions contained herein.
- c. THAT the Purchaser(s) shall not at any time dig, demolish or cause to be dug or demolish any part of the said Unit.
- d. 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 Unit or in any other part of the said Project.
- e. 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 Unit. 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.
- f. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Unit to the Purchaser(s) 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 after the date of registration of this Sale Deed.

### **23. 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.

### **24. INDEMNIFICATION**

THAT if any relative, successors, heirs of SELLER or any person claims any right or privileges in respect of the Unit hereby transferred it shall be rendered illegal and void by virtue of present Sale Deed and if the Purchaser(s) is deprived of aforesaid Unit 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 Unit from the date of execution of this Deed.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. SAVINGS**

Any brochure, application, letter, allotment letter or any other document signed by the Purchaser(s), in respect of the Unit, prior to the execution and registration of this deed for such Unit, 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.

**32. 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).

33. That the terms and conditions of the registered agreement to sell in connection with the said Unit will prevail and applicable on the seller and buyer.
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.
35. 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 Unit transferred under this deed is situated at Village Baghamau, Pargana, Tehsil & Distt. Lucknow, which is falling near Gomti Nagar Extension, Sector-6, Lucknow, which is assessed as given in Circle Rate List, issued by Collector, Lucknow.

#### **2. CALCULATION**

That the total Super Built Up area of Unit is about \_\_\_\_\_ sq. meter, and value thereof @ Rs. \_\_\_\_\_/- per sq. meter comes to Rs. \_\_\_\_\_/-. The total value of land and construction of the Unit comes to Rs. \_\_\_\_\_/- Only. But the actual sale consideration is higher than the market valuation hence Stamp Duty will be paid on Sale Consideration of Rs. \_\_\_\_\_/- only. As both the PURCHASER(S) have equal share in the Unit, One Purchaser being Female hence there is a deduction of Rs. \_\_\_\_\_/- is applicable, Thus the stamp duty of Rs. \_\_\_\_\_/- (Round off Rs. \_\_\_\_\_/-) has been paid vide E-Stamp Certificate No. IN-UP \_\_\_\_\_ S dated \_\_\_\_\_, 2020.

**SCHEDULE OF PROPERTY**

**Unit No.\_\_\_\_\_having** Super Built up area of\_\_sq.feet i.e.\_\_sq. meters situated in the Project known as"Valencia County" developed over Part of Plot No."GH-17" in the integrated Township named SHALIMAR ONE WORLD Village Bagahamau, Pargana, Tehsil & Distt – Lucknow, which is bounded as under:-

**EAST** :  
**WEST** :  
**NORTH** :  
**SOUTH** :

**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.**

(  
**M/S ANS DEVELOPERS**  
**PRIVATE LTD** Through  
Authorized Signatory  
Mohammed Faisal Wase  
**SELLER**

**2.**

(  
**PURCHASERS**

**Typed By:**  
**Saunderya Kumar (Adv.)**

**Drafted by:**  
**Charan D S Bedi (Advocate)**  
**Mob No.9935717131**