

## **SALE DEED**

This Sale Deed for the project **"Shivakashi Homes Pvt. Ltd."** with all annexures is made and executed on this \_\_\_\_ day of \_\_\_\_\_ at Lucknow, India. BETWEEN

1. **"Shivakashi Homes Pvt. Ltd."**, a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, CIN No. U70109UP2020PTC132703 having its registered office at h. no. 374, sundari sadan chhittupur, bhu varanasi varanasi up 221005 and its corporate office at \_\_\_\_\_, PAN No. \_\_\_\_\_, represented by its authorized signatory \_\_\_\_\_ (Aadhar Card No. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_; (hereinafter collectively referred to as the "Vendor" which expression shall, unless repugnant to the context thereof, be deemed to mean and include their successors and assigns);

AND

Mr/ Mrs./Ms. \_\_\_\_\_, son of/ daughter of/ wife of \_\_\_\_\_, r/o of \_\_\_\_\_, Aadhar Card No. \_\_\_\_\_;

OR

M/s. \_\_\_\_\_, a company incorporated under the Companies Act, \_\_\_\_, CIN No \_\_\_\_\_ having its registered office at \_\_\_\_\_ and corporate office at \_\_\_\_\_ represented by its authorized signatory \_\_\_\_\_ (Aadhar Card No. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_;

OR

\_\_\_\_\_, a firm incorporated under the Indian Partnership Act, 1932, having its registered office at \_\_\_\_\_ and corporate office at \_\_\_\_\_, PAN No. \_\_\_\_\_ represented by its authorized partner \_\_\_\_\_ (Aadhar Card No. \_\_\_\_\_) authorized vide \_\_\_\_\_;

OR

Classification | Internal \_\_\_\_\_, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_ and corporate office at \_\_\_\_\_, PAN No. \_\_\_\_\_ represented by its authorized partner \_\_\_\_\_ (Aadhar Card No. \_\_\_\_\_) authorized vide \_\_\_\_\_;

(Aadhar Card No.

\_\_\_\_\_, a trust, duly incorporated and constituted under the Indian Trusts Act, 1882, PAN No. \_\_\_\_\_ through its trustee \_\_\_\_\_ (Aadhar Card No. \_\_\_\_\_);

OR

Mr. \_\_\_\_\_, (Aadhar Card No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ years for self and as the Karta of the Hindu Joint Mitakashara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_ (PAN No. \_\_\_\_\_) (hereinafter jointly or individually, as the case may be, referred to as the "Vendee" which expression unless contrary or repugnant to the context or meaning thereof shall mean and include its successors, heirs, representatives, administrators, executors, transferees and permitted assigns) of the SECOND PART;

The Vendor and the Vendee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

The Vendor is the absolute owner of land admeasuring \_\_\_\_\_ sq. mts. situated at \_\_\_\_\_) situated at **Gata No. 55/3, 56, 57, Village Dhanesri A. — Uttar Pradesh, ("Land")** vide sale deed having registration no. \_\_\_\_\_ dated 1 \_\_\_\_\_ before the office of the Sub-Registrar, Lucknow (II);

B. After obtaining the Building Plans approval dated \_\_\_\_\_ bearing memo no. \_\_\_\_\_, the Environment Clearance from the Ministry of and Forests (MOEF) Environment vide \_\_\_\_\_ and the Consent to Establish from the State Pollution Control Board vide \_\_\_\_\_ the Vendor has developed over the said Land use project comprising of residential Apartment consisting of flats under the name and style of **"Shivakashi Homes Pvt. Ltd."**

C. The said Land is earmarked for the purpose of developing a mixed use project (hereinafter referred to as the **"Shivakashi Homes Pvt. Ltd. Capital"**) comprising of a residential Apartment consisting of flats;

D. The development of the Project is in a phase-wise manner based on the number of towers/blocks with each phase being launched and developed as a separate and independent phase viz., Phase I, Phase II, Phase III and so on ("Phase"). The Allottee acknowledges that there shall be Common Areas passing through and/or within the said Phase which shall be used commonly for access, ingress and egress by the vendees/occupants of other phases of the said Project. Such Common Areas shall form an integral part of the layout of the overall development of the Project and the Vendee shall not have any right, title or interest with respect to such Common Areas or any part

thereof;

The Vendee acknowledges that the Vendor has readily provided all information, clarification as required by the Vendee. The Vendee has also inspected all documents pertaining to the Project as well as all approvals and sanctions obtained by the Vendor through its advocates/consultants, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Vendor in the said Project. Furthermore, the Vendee acknowledges and declares that it has agreed to purchase the Shop/office space entirely upon its own independent enquiry and investigation;

E. The Vendee after fully satisfying itself with respect to the right, title and interest of the Vendor in the said Land, the approvals and sanctions for Project as well as the designs, specifications and suitability of the construction, approached the Vendor and applied for allotted shop/office space bearing no. \_\_\_\_\_, type \_\_\_\_\_, floor no. Suraj Paradise /block/building no. 1 "Building") in Phase \_\_\_\_\_, having a Carpet Area of \_\_\_\_\_ sq.mtr. or \_\_\_\_\_ sq.ft. approximately along with pro rate share in the Common Areas and entered into the Agreement for Sale dated \_\_\_\_\_ ("Agreement for Sale") for purchase of the same on the terms and conditions contained therein;

F. The Vendee hereby acknowledges and agrees that the final Carpet Area of Shop/office space \_\_\_\_\_, type \_\_\_\_\_, floor no. \_\_\_\_\_ in tower/block/building no. \_\_\_\_\_, is \_\_\_\_\_ sq. mtrs., ( \_\_\_\_\_ sq. ft.);

G. The Site Plan of the Project is annexed herewith as Annexure-I and the Floor Plan for the said Shop/office space (depicting layout of Floor \_\_\_\_\_ of Tower- \_\_\_\_\_) is annexed herewith as Annexure-II;

H. The Vendee having made the payment of the entire agreed consideration has requested the Vendor to execute the conveyance of the Apartment in its favour.

**NOW THEREFORE THIS DEED BETWEEN THE PARTIES WITNESSETH AS UNDER:**

1. In consideration of the receipt of a sum of Rs. \_\_\_\_\_/- (One \_\_\_\_\_ only) paid by the Vendee to the

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Vendor towards cost of the Shop/office space, the Vendor do hereby grant, convey, transfer, assign and assure unto the Vendee by way of sale, the said Shop/office space \_\_\_\_\_, type \_\_\_\_\_, floor no. \_\_\_\_\_ in tower/block/building no. \_\_\_\_\_, having a Carpet Area of \_\_\_\_\_ sq. mtrs., or \_\_\_\_\_ sq. ft. (hereinafter referred to as the said "**Shop/office space**"), more particularly described in the Schedule, forming part of this Deed; together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said Apartment;

**AND**

Subject to adherence of terms and conditions as stated hereinafter as well as the terms, conditions, stipulations and restrictions contained in the Declaration.

2. The Vendor assures the Vendee that the said Apartment is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims etc., and there is no legal impediment or restraint of any nature whatsoever for the transfer of the said Apartment to the Vendee.

3. The Vendee has already inspected the Apartment and has fully satisfied itself about

all items of work, quality of workmanship, materials, specifications, fittings and fixtures used

and/or provided therein and all other services rendered or to be rendered. The Vendee undertakes and confirms to take possession of the Apartment after execution and registration of this Deed.

The Vendee hereby assures the Vendor that it shall not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged to have been or not have been carried out or completed or for any other reason whatsoever and such claim or objection, if any, shall be deemed to have been waived off by the Vendee.

4. The Vendee hereby agrees and undertakes that the car parking space no. \_\_\_\_\_ allocated for its exclusive use forms an indivisible and inseparable part of the said Apartment and shall have no separate legal entity or be in any manner independent of the said Shop/office space.

6. The Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof and with all the applicable laws and statutory compliances with respect to the said Shop/office space, the said Land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed.

7. The Vendee shall use the Common Areas subject to the by-laws of the Association, Maintenance Agreement and provisions of the Apartment Act. The Vendee shall only have a joint and non-exclusive right of use of the Common Areas and common services and facilities subject to the timely payment of the maintenance charges. This clause shall survive the conveyance of the said Shop/office space.

8. The Vendee acknowledges and confirms that there shall be designated Common Areas, open areas, driveways passing through and/or within the said Phase which shall be used commonly for access, ingress and egress by the Vendees/occupants of all phases of the said Project. The Vendee agrees that such designated Common Areas, open areas, driveways shall form an integral part of the layout of the overall development of the Project and the Vendee shall not claim any right, title or interest with respect to such designated Common Areas, open areas, driveways or any part thereof. The Vendee hereby unequivocally authorize the Vendor, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference **Classification | Internal** whatsoever. The Vendee further undertakes and agrees that it shall not claim any right, title or interest with respect to areas designated for common use by the occupants of the entire mixed use development.

9. The Vendee acknowledges and confirms that the Residential Apartment to be developed over the said Land as part of the entire use development shall not form part of the Common Areas but in fact shall be developed and constructed as an independent stand-alone project. The Residential Apartment shall remain in the ownership of the Vendor until transferred in accordance with Applicable Laws.

10. The Vendee hereby confirms that in case any structural defect or defect in workmanship, quality or provision of services or any other obligation as provided

herein is brought to the notice of the Vendor by the Vendee within a period of 5 (Five) years from the actual date of handing over of possession of the Apartment to the Vendee, such defect shall be rectified by the Vendor without any further cost or charges from the Vendee. In the event of failure of the Vendor to rectify such defect within a period of 30 (Thirty) days, the Vendee shall be

entitled to receive appropriate compensation in the manner as provided under the Real Estate Act.

11. The Vendee hereby confirms and agrees that the Vendor shall be responsible for handing over the building/constructions or infrastructure services and systems, laid out for the said Project, in typical working order and free from any structural or fundamental defect. Only such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under Defect Liability. The Vendee further confirm and agree that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies. The Vendee also agree that the Vendor shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, it is agreed that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Government to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.

12. The Vendee hereby confirm and agree that all fittings, fixtures, apartment level equipment whatsoever like ACs, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over possession but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the individual apartment owner alone. Intrinsically breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminium items, facade, doors, windows and such like shall also not be covered under Defect Liability.

13. The Vendee acknowledge and agree that despite of all the necessary steps and precautions taken while designing and construction, the concrete slabs/beams may deflect due to selfweight, imposed loading, creep and/or shrinkage phenomenon (inherent properties of concrete), for years after completion of construction. Further, there may be cracks in finishes i.e., flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and due to any renovation work or alterations undertaken by the Vendor or Vendees of other apartments. The Classification | Internal Vendee hereby agree and confirm that it shall not hold the Vendor liable for any such defects or claim any compensation from the Vendor in this regard.

14. The Vendee undertakes to become a member of the Association of the Shop/office space owners as and when it shall be formed by the Vendor in accordance with the provisions of the Shop/office space Act. The Vendee hereby undertakes and agrees to fulfill all its obligations in this regard including signing of the membership form, payment of membership charges etc. The Vendee undertakes to abide by all the necessary documents and conditions in this respect. The Vendor shall transfer and convey the right, title and interests in the Common Areas as well as all its rights and obligations for maintenance of the Project excluding all the unsold Shop/office space to the Association of apartment owners of the said Project or any part thereof as may be constituted in accordance with the provisions of the Apartment Act.

15. Upon assuming possession of the Apartment, the Vendee may, carry out interior works in the Shop/office space as per the requirement and use provided no structural alterations

or modifications are done to the Shop/office space and no walls or other permanent constructions are broken or new

walls or permanent constructions made that changes the internal layout plan of the Shop/office space. Before commencement of interior works, the Vendee shall take prior written consent of the Vendor/ Association and adhere to the directions/ requirements specified by them and subsequently no alternation work should be carried out by the Vendee without obtaining prior written permission from the Vendor/Association. The Vendee shall ensure that no work carried out by it will in any manner affect the apartments of other owners or Common Areas. In the event any damage is caused to other apartments or Common Areas, the Vendee shall solely be responsible for making good such damage at his own risk as to cost and consequences and shall keep the Vendor indemnified at all times. Any internal works carried out in the Apartment shall not cause damage to the Apartment, electrical systems, plumbing and fire-fighting system. The operating electrical load of all appliances installed inside the Shop/office space e.g. ovens, air conditioners, coolers, water heaters and convectors, microwave ovens, refrigerators, televisions, lighting and other fixtures, fittings and home appliances shall not exceed the electrical load provided for the Shop/office space and shall not pose any risk or hazard of fire. Any damage caused to other apartments and the Common Areas due to such internal works shall be made good at the cost of the Vendee.

16. The Vendee agrees and undertakes that it shall not, display any name, address, signboard, name-plate, neon-light, publicity material, advertisement material, billboards, hoarding, on the external facade of the Shop/office space or anywhere outside the Shop/office space. The Vendee would be permitted to place a name board / plate at the entrance to the Shop/office space only at the designated place specified in this behalf.

17. The Vendee shall maintain the Shop/office space in good order and shall ensure timely and proper maintenance of all its walls, partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good condition and maintain the same at costs to be borne entirely by the Vendee.

18. The Vendee agrees and undertakes to use the Shop/office space only for such permitted use as prescribed under Applicable Laws. Furthermore, the Vendee shall not conduct any illegal or immoral activities thereon. The Vendee shall abide by all Applicable Laws and guidelines as may be prescribed by the applicable Authority/ Vendor/ Association from time to time. Classification | Internal

19. The Vendee shall abide by the following:

i. The balconies shall not be covered in any manner;

ii. The Vendee will not install any window shades, awnings, window grills, air conditioning/ heating units or any other equipment in the Apartment (except at such designated places as may be specified by the Vendor) without intimating the Vendor/Association of the same;

iii. Vehicles shall be parked only at designated car parking spaces as the case maybe;

iv. The Vendee shall neither encroach upon any of the Common Areas, passages and corridors or obstruct any amenities/ services available for common use nor store any article in such areas or block the same in any manner

v. whatsoever; The Vendee shall not do anything that alters or changes the external facade, color scheme and texture of the Apartment and shall not put up any structure, (temporary or permanent), to cover any open areas common and shared with other occupants.

20. That this Deed is subject to all laws and notifications and rules applicable to the Project.

21. The Vendee confirms having borne and paid all expenses for the completion of this Deed, including cost of stamp duty, registration and other incidental charges. This Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/concerned authority along with consequent penalties/deficiencies as may be levied in respect of the said Apartment conveyed by this Deed shall be borne by the Vendee exclusively and the Vendor shall not be liable for the same and accepts no responsibility in this regard.

#### SCHEDULE OF THE Shop/office space

All that piece and parcel of Shop/office space no. \_\_\_\_\_ on Floor \_\_\_\_\_, having Carpet Area of

\_\_\_\_\_ sq. mtrs., ( \_\_\_\_\_ sq. ft.) in the **Shivakashi Homes Pvt. Ltd.** Project, situated at

\_\_\_\_\_.

The Shop/office space is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

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The Parking Space No. is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorized representatives as of the date first above written.

Witnessed by: **Shivakashi Homes Pvt. Ltd.**

Name:

Address:

Title: Authorized Signatory

Witnessed by **Shivakashi Homes Pvt. Ltd.**

Name:

Address:

Title: Authorized SignatoryWitnessed by:

Name:

Address:

Title: Authorized Signatory

Witnessed by:

[●] Name:

Address:

Witnessed by:

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Address:

Witnessed by:

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Witnessed by:

[●] Name:

Address:

Annexure-I: Site Plan[to

*be inserted*]

Annexure-II: Floor Plan Of all type [to be inserted]