

SALE DEED

Date of Execution :
Place of Execution : Barabanki
Sale Consideration : Rs. _____/-
Market Value : Rs. _____/-
Stamp duty paid : Rs. _____/-
Pargana : Dewa

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	:	Residential
2.	Ward/Pargana	:	Dewa
3.	Mohalla/Village	:	Mohammadpur Chowki, District Barabanki.
4.	Details of Property (Property No.)	:	Villa No.____OR Plot No. ____ (____- IN WORDS) in “Shalimar Paradise” built over a Part of Khasra No. ____OR a part of Khasra No. ____
5.	Standard of measurement	:	Sq.meter
6.	Location Road	:	More than ____ Mtr. away from Main Lucknow – Faizabad Road.
7.	Type of Property	:	Plot/Villa
8.	Plot Area/Constructed Area	:	_____ sq. Mtr. / _____ sq. mtr. (IN WORDS) Sq. Mtr.
9.	Sale Consideration	:	Rs. _____/-

			(Rupees _____ Only)
10.	Boundaries		EAST : WEST : NORTH : SOUTH :
11.	No. or persons in First Part (4); No. of persons in Second Part (____)		
12.	Details of Seller		: Details of Purchaser v
	Shalimar Corp Limited (Previously known as SAS Hotels & Properties Pvt. Ltd.) a company incorporated under the provisions of Indian Companies Act having its registered office at 308, Tulsiani Chamber, Nariman Point, Mumbai, through its Authorised Signatory _____ S/o _____ Authorised by Board Resolution Dated _____ (herein after referred to “Seller”) AND 1) SAS Colonizers Pvt. Limited, company		M/s. _____ S/o _____ R/o _____

	<p>incorporated under the provisions of Indian Companies Act having its registered office at Ground Floor, Shalimar Square, B.N. Road, Lalbagh, Lucknow through its Authorised Signatory _____ Authorised by Board Resolution dated _____ (herein after referred to “Confirming Party” No. 1) AND 2) Sadabahar Constructions Pvt. Limited company incorporated under the provisions of Indian Companies Act having its registered office at Shalimar Square, B.N. Road, Lalbagh, Lucknow through its Authorised Signatory _____ Authorised by Board Resolution dated _____ (herein after referred to “Confirming Party” No. 2) AND</p>	
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3) Mr. Khalid Masood S/o Mr. Masood Ahmad R/o 196/4, Dr. Ram Lal Chakrvorty Road, Golaganj, Lucknow (herein after referred to “Confirming Party” No. 3)	
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THIS DEED OF SALE IS EXECUTED BETWEEN **1) Shalimar Corp Limited** (Previously known as SAS Hotels & Properties Pvt. Ltd.) a company incorporated under the provisions of Indian Companies Act having its registered office at **308, Tulsiani Chamber, Nariman Point, Mumbai, (herein after referred to “Seller”)**

AND

2) SAS Colonizers Pvt. Limited, company incorporated under the provisions of Indian Companies Act having its registered office at Ground Floor, Shalimar Square, B.N. Road, Lalbagh, Lucknow through its Authorised Signatory _____ **Authorised by Board Resolution dated** _____ (herein after referred to as the **“Confirming Party” No. 1** which expression shall mean and include its respective heirs, successors, administrators and assigns)

AND

3) Sadabahr Constructions Pvt. Limited company incorporated under the provisions of Indian Companies Act

having its registered office at Shalimar Square, B.N. Road, Lalbagh, Lucknow through its Authorised Signatory _____ **Authorised by Board Resolution dated** _____ (herein after referred to as the **“Confirming Party” No. 2** which expression shall mean and include its respective heirs, successors, administrators and assigns)

AND

4) Mr. Khalid Masood S/o Mr. Masood Ahmad R/o 196/4, Dr. Ram Lal Chakrvorty Road, Golaganj, Lucknow. (herein after referred to **“Confirming Party” No. 3** which expression shall mean and include his respective heirs, successors, administrators and assigns)

AND

M/s. _____ S/o _____ R/o _____

(hereinafter called the **‘Purchaser’** which expression shall mean and include their heirs, successors, administrators and assigns).

WHEREAS Shalimar Corp. Ltd. (Previously known as SAS Hotels & Properties Pvt. Ltd.) had purchased agricultural land measuring 2.9891 Hectares bearing Khasra Nos. 268, 273M, 272, 351, 352, 353, 354, 271, 276 situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki vide various registered sale deeds registered in the office of Sub-Registrar, Barabanki.

- a) Plot of land bearing Khasra No. 268 vide sale deed dated 05/07/2013 registered in Book No. 1 Zild No. 6802 on Pages 1 to 174 Sl. No. 11521.
- b) Plot of land bearing Khasra No. 273M vide sale deed dated 27/08/2008 registered in Book No. 1 Zild No. 3660 on Pages 381 to 440 Sl. No. 5181.
- c) Plot of land bearing Khasra No. 273M vide sale deed dated 06/04/2009 registered in Book No. 1 Zild No. 3918 on Pages 01 to 36 Sl. No. 4199.
- d) Plot of land bearing Khasra No. 272 vide sale deed dated 20/01/2010 registered in Book No. 1 Zild No. 4273 on Pages 43 to 78 Sl. No. 856.
- e) Plot of land bearing Khasra No. 351, 352, 353, 354, 271 & 276 vide registered sale deed dated 07/01/2010 registered in Book No. 1 Zild No. 4244 on Pages 321 to 366 Sl. No. 109.

WHEREAS M/s SAS Colonizers Pvt. Ltd. (Confirming Party No. 1) had purchased agricultural land measuring 4.585 Hectares bearing Khasra Nos. 229M, 285, 294, 283, 306, 280, 281, 282, 293, 295, 307, 308, 309, 292, 298, 305, 284, 288M, 289, 290, 291, 296, 302, 304, 297M, 301M, 299M, 301M, 299M & 303M situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki vide various registered sale deeds as

details given here-in-below herein below, registered in the office of Sub-Registrar, Barabanki.

- a) Plot of land bearing Khasra No. 296, 302, 304, 297M & 301M vide sale deed dated 20/12/2007 registered in Book No. 1 Zild No. 3371 on Pages 173 to 234 Sl. No. 9054.
- b) Plot of land bearing Khasra No. 289,290 & 291 vide sale deed dated 20/12/2007 registered in Book No. 1 Zild No. 3371 on Pages 295 to 368 Sl. No. 9056.
- c) Plot of land bearing Khasra No. 303M vide sale deed dated 20/12/2007 in Book No. 1 Zild No. 3371 on Pages 137 to 172 Sl. No. 9053.
- d) Plot of land bearing Khasra No. 292 vide sale deed dated 14/08/2005 registered in Book No. 1 Zild No. 2850 on Pages 251 to 282 Sl. No. 5438.
- e) Plot of land bearing Khasra No. 298 & 305 vide sale deed dated 21/03/2007 registered in Book No. 1 Zild No. 3071 on Pages 17 to 42 Sl. No. 1800.
- f) Plot of land bearing Khasra No. 306 vide sale deed dated 11/08/2006 registered in Book No. 1 Zild No. 2850 on Pages 167 to 196 Sl. No. 5435.
- g) Plot of land bearing Khasra No. 280, 281, 282, 293, 295, 307, 308 & 309 vide sale deed dated 11/08/2006 registered in Book No. 1 Zild No. 2850 on Pages 93 to 166 Sl. No. 5434.

- h) Plot of land bearing Khasra No. 294 vide sale deed dated 14/08/2006 registered in Book No. 1 Zild No. 2850 on Pages 227 to 250 Sl. No. 5437.
- i) Plot of land bearing Khasra No. 229M vide sale deed dated 24/12/2007 registered in Book No. 1 Zild No. 3374 on Pages 35 to 72 Sl. No. 9122.
- j) Plot of land bearing Khasra No. 284 vide sale deed dated 20/12/2007 registered in Book No. 1 Zild No. 3371 on Pages 369 to 480 Sl. No. 9057.
- k) Plot of land bearing Khasra No. 285 vide sale deed dated 24/12/2007 registered in Book No. 1 Zild No. 3374 on Pages 01 to 34 Sl. No. 9121
- l) Plot of land bearing Khasra No. 288M vide sale deed dated 20/12/2007 registered in Book No. 1 Zild No. 3371 on Pages 235 to 292 Sl. No. 9055.
- m) Plot of land bearing Khasra No. 283 vide registered sale deed dated 14/08/2006 registered in Book No. 1 Zild No. 2850 on Pages 197 to 226 Sl. No. 5436.

WHEREAS M/s Sadabahar Construction Pvt. Ltd. (Confirming Party No. 2) had purchased agricultural land measuring 4.0006 Hectares bearing Khasra Nos. 347, 346, 349, 310, 275, 278M, 278, 355 situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki vide various registered sale deeds as

details given here-in-below, registered in the office of Sub-Registrar, Barabanki; AND

- a) Plot of land bearing Khasra No. 346 vide sale deed dated 28/11/2008 registered in Book No. 1 Zild No. 3747 on Pages 319 to 384 Sl. No. 7265.
- b) Plot of land bearing Khasra No. 278 vide sale deed dated 20/01/2010 registered in Book No. 1 Zild No. 4273 on Pages 79 to 110 Sl. No. 857.
- c) Plot of land bearing Khasra No. 278 vide sale deed dated 01/06/2009 registered in Book No. 1 Zild No. 3980 on Pages 193 to 228 Sl. No. 5613.
- d) Plot of land bearing Khasra No. 275 vide sale deed dated 11/05/2009 registered in Book No. 1 Zild No. 3948 on Pages 377 to 412 Sl. No. 5007.
- e) Plot of land bearing Khasra No. 355 vide sale deed dated 13/04/2009 registered in Book No. 1 Zild No. 3922 on Pages 165 to 194 Sl. No. 4278.
- f) Plot of land bearing Khasra No. 310 vide sale deed dated 17/04/2009 registered in Book No. 1 Zild No. 3926 on Pages 77 to 110 Sl. No. 4351.
- g) Plot of land bearing Khasra No. 349 vide sale deed dated 06/04/2009 registered in Book No. 1 Zild No. 3917 on Pages 369 to 402 Sl. No. 4198.

- h) Plot of land bearing Khasra No. 347 vide sale deed dated 31/05/2008 registered in Book No. 1 Zild No. 3555 on Pages 143 to 204 Sl. No. 2883.
- i) Plot of land bearing Khasra No. 278M vide sale deed dated 31/05/2008 registered in Book No. 1 Zild No. 3555 on Pages 23 to 142 Sl. No. 2882.

WHEREAS Mr. Khalid Masood (Confirming Party No. 3) had purchased agricultural land measuring 0.8693 Hectares bearing Khasra Nos. 267 & 493 situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki vide various registered sale deeds as details given here-in-below registered in the office of Sub-Registrar, Barabanki.

- a) Plot of land bearing Khasra No. 267 vide sale deed dated 12/04/2010 registered in Book No. 1 Zild No. 4393 on Pages 397 to 426 Sl. No. 3225.

WHEREAS later on Shalimar Corp. Ltd. (Previously known as SAS Hotels & Properties Pvt. Ltd., M/s SAS Colonizers Pvt. Ltd., M/s Sadabahr Construction Pvt. Ltd. and Mr. Khalid Masood had constituted a Partnership Firm under the name and style of M/s Shalimar Paradise Resorts and Villas on 01-09-2010 and the entire land holding standing in their names at Village Mohammadpur Chowki, Pargana

Dewa, Tehsil Nawabganj Distt. Barabanki was contributed as their capital contribution in the said firm; AND

WHEREAS later on Shalimar Corp. Ltd. (Previously known as SAS Hotels & Properties Pvt. Ltd., M/s SAS Colonizers Pvt. Ltd., M/s Sadabahar Construction Pvt. Ltd. and Mr. Khalid Masood have dissolved the said Partnership Firm vide Deed of Dissolution of Partnership dated 05-07-2011, by virtue of which the confirming parties have retired from the said Partnership Firm, after taking their capital investments in the Firm and the said property devolved upon the Seller but to avoid any future complications the confirming parties are joining this deed only to confirm the title of the Seller and Seller became the absolute owner of the said property; AND

WHEREAS the Confirming Parties are joining this Sale deed only to more effectively transfer by Seller to the Purchaser without any consideration; AND

WHEREAS later on vide G.O. No. 4643/8-3-2010-42LUC/2009 dated 08-11-2010, the State of U.P. has notified the said agricultural land as residential land; AND

WHEREAS later on Shalimar Corp. Ltd. (Previously known as SAS Hotels & Properties Pvt. Limited) got developed the said property into different Plots/ Villas at Village

Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj District Barabanki known as “**Shalimar Paradise**”; AND

WHEREAS the Seller wanted to sell the **Villa No. ____ (in Word)** in “**Shalimar Paradise**” having constructed area measuring _____ (in words) sq. mtr. i.e. _____ (in words) sq. ft.; built over a sub-divided plot of land measuring _____ (in words) sq. mtr. i.e. _____ (in words) sq. ft./a part of Khasra No. _____ situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki and the Purchaser being interested in purchasing the same has offered a sum of Rs. _____/- (Rupees _____ only) which offer the Seller have accepted.

OR

WHEREAS the Seller wanted to sell the **Plot No. ____ (in Word)** in “**Shalimar Paradise**” _____ (in words) sq. mtr. i.e. _____ (in words) sq. ft./a part of Khasra No. _____ situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki and the Purchaser being interested in purchasing the same has offered a sum of Rs. _____/- (Rupees _____ only) which offer the Seller have accepted.

NOW THIS DEED OF SALE WITNESSETH AS UNDER :

1. That in consideration of Rs. _____/- (Rupees _____ only) paid by the Purchaser to the Seller including TDS, the receipt whereof the Seller hereby acknowledge. The Seller hereby sell, convey, assign and transfer by way of absolute sale all that Villa/Plot No. _____(____- in words) in **“Shalimar Paradise”**, total measuring about measuring _____ (in words) sq. mtr. i.e. _____ (in words) sq. ft.; built over a sub-divided plot of land measuring _____ (in words) sq. mtr. i.e. _____ (in words) sq. ft., buit over a part of Khasra No. _____situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki and site plan attached hereto in favour of the Purchaser to hold the same as absolute owners thereof, on the following terms and condition.

OR

That in consideration of Rs. _____/- (Rupees _____ only) paid by the Purchaser to the Seller including TDS, the receipt whereof the Seller hereby acknowledge. The Seller hereby sell, convey, assign and transfer by way of absolute sale all that Plot No. _____ (____ in words) in **“Shalimar Paradise”**, total measuring about measuring _____ (in words) sq. mtr. i.e. _____ (in words) sq. ft.; a part

of Khasra No. _____situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki and site plan attached hereto in favour of the Purchaser to hold the same as absolute owners thereof, on the following terms and condition.

2. That the Purchaser has examined the nature of construction and quality work of Villa and is fully satisfied with it. The Purchaser hereinafter shall not be entitled to raise any sort of dispute or claims regarding quality of the construction/ workmanship or anything or matter relating to or incidental to the construction etc., of the said villa.

OR

That the purchaser shall have right to construct villa as per the sanctioned plan and will have the colour scheme of the outer portion as per the colour scheme of the outer villas of the **“Shalimar Paradise”**.

3. That the Purchaser has scrutinized and satisfied himself about the right title and interest, encumbrance, right to construct on the said villa and also satisfied about the right to sell which is

possessed by the Seller and has also seen all the papers regarding the same.

4. That the Villa OR Plot hereby sold is free from all sorts of 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 are pending in any Court of Law or with any authority.
5. That all the taxes, in respect of the said Villa OR Plot upto the date of this deed shall be borne and paid by the Seller, while the taxes pertaining to the period after the date of this deed shall be borne and paid by the Purchaser.
6. That the Purchaser agrees to pay all taxes, charges, payable in respect of his villa to the State Government, Central government or any other authorities empowered to impose the same.
7. That the Purchaser shall not store in his villa any goods of hazardous or combustible nature or which are so heavy as to effect the construction or structure of the villa
8. That the Purchaser shall not use or cause to be used the demised villa OR plot or any portion thereof for

any purpose whatsoever other than that for the residential purposes.

9. That after execution of this deed the Purchaser may get his name mutated in the relevant records of competent authority and other concerned authorities on the basis of this deed and the Seller shall have no right to object in the matter. However the Seller shall cooperate with the Purchaser for the said purpose, if the same is required by the Purchaser.
10. That the Purchaser shall have no claim, right title or interest of any nature of any kind except of ingress or egress in respect of all or any of the common areas such as open spaces and parking etc. which shall be commonly used by the owners of the villas in the project.
11. That the Purchaser / Seller shall in no way or manner will be entitled to block the common areas such as entrances, exits of the parking area, garden, and in case he/she/they does so then the Seller/ Purchaser as well as the owners of the other villas shall have right to remove the construction/ obstruction forthwith at the cost of the Purchaser / Purchaser or his nominees.

12. That the Purchaser shall keep and maintain the sewer line including water passage and the sewer pipe running through his/ her/ their Villa/Plot and would not allow them to be choked up and damaged thereby causing inconvenience to the other owner/occupier of the other villa/plot. Further the Purchaser shall permit to the Seller or their nominees, agents or persons/ employees at all reasonable time to enter into the villa/plot for the inspection and maintenance/ repairs.
13. That the name of the entire project is "Shalimar Paradise" and the Purchaser or occupier of the other villa shall not be entitled to change the name of the project under any circumstances.
14. That the Purchaser is bound to pay the amount of corpus fund which shall be decided later on and the Purchaser is bound to join the maintenance Society of "**Shalimar Paradise**" and pay the proportionate maintenance charges to the Society regularly.
15. That the Purchaser agrees / binds himself to become a member of society / association.
16. That before transfer of the said property either by Purchaser or any of his transferee(s), the Purchaser or any of his transferee(s) shall have to obtain the 'No Objection Certificate' from the 'Shalimar

Maintenance Services/ Society', who are maintaining the aforesaid building regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Purchaser or any of his transferee(s) transfer the said property without obtaining the said 'No Objection Certificate' from the Shalimar Maintenance Services/Society then in that event the new owner or owners of the said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the Shalimar Maintenance Services/Authorised Agency.

17. That the Purchaser agrees to take his own electric connection from the electricity supply department and will pay for the electricity consumed for his villa.
18. That the Seller have handed over the vacant possession of the property mentioned above to the Purchaser with all their rights and privileges so far held and enjoyed by the Seller to HOLD and enjoy the same forever free from all encumbrances whatsoever.
19. That the entire expenses for execution and registration of this deed including typing charges, stamp duty registration fees and other

miscellaneous expenses shall be exclusively borne by the Purchaser and the Seller shall not be responsible for the same in any manner whatsoever and in case any further stamp duty or penalty is levied then the same shall be liability of Purchaser.

- 20.** That this being a deed of villas, situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki, and more than ____ Mtr. away from Main Lucknow-Faizabad Road and situated on ____ mtr. Internal Pakka Road having land area is _____sq. meter the value thereof @ Rs. _____/- per square meters comes to Rs. _____/-. The House is double storied Super Class construction is measuring ____ sq. meter the value thereof @ Rs _____/- per sq. meter comes to Rs. _____/-. Thus the total value of the villa comes to Rs. _____/- only. However the actual sale consideration is Rs. _____/- consequently, the stamp duty of Rs. _____/- has been paid vide E-Stamp Certificate No. **IN-UP**_____ **dated** _____

OR

That this being a deed of plot of land, situate at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki and more than

200 Mtr. away from Main Lucknow-Faizabad Road and situated on 9 mtr. Internal pakka road, having land area is _____ sq. meter the value thereof @ Rs. _____/- per square meters comes to Rs. _____/-. However the actual sale consideration is Rs. _____/- consequently, the stamp duty of Rs. _____/- has been paid vide E-Stamp Certificate No. _____ dated _____.

21. That this sale deed has been drafted by the undersigned as per instructions and documents provided by the parties for which they shall be responsible.

SCHEDULE OF PROPERTY

Villa No. ____ (____-in words) in "**Shalimar Paradise**", measuring about _____ (in words) sq. mtr. Plot area and Constructed Area _____ (in words) Sq. Mtr., built over a part of Khasra No. _____ measuring _____ sq. Mtr. situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki and bounded as under :-

Boundaries :-

EAST :

WEST :

NORTH :

SOUTH :

OR

Plot No. ____ (___-in words) in "**Shalimar Paradise**", measuring about ____ (in words) sq. mtr. a part of Khasra No. ____ situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki and bounded as under :-

Boundaries :-

EAST :

WEST :

NORTH :

SOUTH :

IN WITNESS WHEREOF the parties have put their respective hand on this deed of sale on the date month and year, first above written.

WITNESSES :

1.

SELLER

(PAN NO. _____)

2.

CONFIRMING PARTIES

(PAN NO. _____)

PURCHASER(S)

(PAN NO. _____)

Drafted By:

Typed By: