

Date of Execution :  
 Place of Execution : Lucknow  
 Sale Consideration : Rs. \_\_\_\_\_/-  
 Market Value : Rs. \_\_\_\_\_/-  
 Stamp Duty : Rs. \_\_\_\_\_/-

**DETAILS OF INSTRUMENT IN SHORT**

1.	Nature of Property	:	Residential Unit
2.	Ward/ Pargana	:	Lucknow
3.	Village/Mohalla	:	Ghaila & Alinagar
4.	Details of Property	:	Unit No. ____ (_____) <b>on the ____ Floor in Block ____ Muskan/Arman</b> in the Project known as <b>"Garden Bay"</b>
5.	Standard of measurement	:	Sq. meters
6.	Location Road	:	Hardoi-Sitapur Link Road
7.	Type of Property	:	Unit
8.	Carpet area	:	____ (_____) Sq. Meters

	Covered Area		
9.	Consideration	:	Rs. _____/- (Rupees _____ Only)
10.	Boundaries	:	<b>EAST</b> : <b>WEST</b> : <b>NORTH</b> : <b>SOUTH</b> :
11.	No of persons in First Part (8) No of persons in Second Part (1)		
12.	<b>Details of SELLER(S)/Promoters</b>	:	<b>Details of PURCHASER(S)</b>
	<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 and Mohammad Kareem Farooqui son of Mr. Wasim Mohammad Farooqui and also as lead</b>		

<p><b>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</b></p> <p><b>2) M/S KSM Bashir Mohammad &amp; sons a partnership firm having its office at 24, New Berry Road, Lucknow</b></p> <p><b>3) S.A. Infra Build Pvt. Ltd. a company registered under Companies Act and having its registered office at 51/69, Domdom Road, 3 No. Hari Kali Colony, Kolkata, West Bengal (i) Mrs. Rehana Farooqi D/o Mr. Akhtar Mohammad R/o 24, New Berry Road, Lucknow (ii) Mohammad Zakaria S/o Mr. Zakir Mohammad Farooqi R/o 24, New Berry Road, Lucknow (iii) Mr. Arif Zamir Farooqi S/o</b></p>	
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	Late Z.M. Farooqi R/o 24, New Berry Road, Lucknow (iv) Mr. Khalid Farooqi S/o Mr. Azhar Mohammad R/o 24, New Berry Road, Lucknow (v) Mrs. Shaheen Arif Farooqi wife of Mr. Arif Zamir Farooqi	
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### SALE DEED

THIS **SALE DEED** made on \_\_\_\_ day of \_\_\_\_ 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 \_\_\_\_\_ and \_\_\_\_\_ son of \_\_\_\_\_i 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 Mohammad Kareem Farooqui son of Mr. Wasim Mohammad Farooqui (vide power of attorney dated 11.08.2014)
- (3) **S.A. Infra Build Pvt. Ltd.** a company registered under Companies Act 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. Wasim Mohammad Farooqui R/o 153 Chandrashekhar Azad Marg, Ganesh Ganj, Lucknow as Director. (i) Mrs. Rehana Farooqi D/o Mr. Akhtar Mohammad R/o 24, New Berry Road, Lucknow (ii) Mohammad Zakaria S/o Mr. Zakir Mohammad Farooqi R/o 24, New Berry Road, Lucknow (iii) Mr. Arif Zamir Farooqi S/o Late Z.M. Farooqi R/o 24, New Berry Road, Lucknow (iv) Mr. Khalid Farooqi S/o Mr. Azhar Mohammad R/o 24, New Berry Road, Lucknow (v) Mrs. Shaheen Arif Farooqi wife of Mr. Arif Zamir Farooqi 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 and which power has not been revoked till date).

*(hereinafter referred to as the "Seller(s)/Promoter(s)" 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.** \_\_\_\_\_ **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(s) and the Purchaser(s) as above are collectively known as the **"Parties"** and individually as **"Party"**)

**WHEREAS**

- (1) the Seller(s) 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.

- (2) **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.
- (3) **S.A. Infrabuild Pvt. Ltd.**, Mrs. Rehana Farooqi, 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(s) No. 1 on 06.06.2014.

The scheme so developed by the Seller(s) and its associates has been named as "**GARDEN BAY**".

**WHEREAS:**

- a. That the Seller(s) in order to drive optimum utility from the said land intended to construct multi storied residential building comprising of Block\_\_\_ to Block \_\_\_\_ therein, Community centre, Convenience shops, Common Areas and Facilities and other amenities etc. developed/ constructed on a part of the above said

land and named the same as “**Garden Bay** comprising of different towers (“**said Project**”).

- b. That the Block \_\_\_\_ to Block \_\_\_\_ being constructed and developed as a phase on the part of the whole project i.e on the said Project land (land admeasuring approximately \_\_\_\_\_ square meters) lying and situated at Village Ghaila & Alinagar, Pargana Distt & Tehsil Lucknow together with the limited Common areas and facilities, Common areas and facilities, open spaces, all improvements and structures thereon and all easements, rights and appurtenances belongings thereto and named as ‘**GARDEN BAY**’ in pursuance of Permit No. \_\_\_\_ dated \_\_\_\_\_ issued by the Lucknow Development Authority (“**said Project**”). The said project has been registered under the Real Estate (Regulation & Development) Act, 2016 (RERA) as Ongoing project; **AND**
- c. The Said Project has been registered with the Real Estate Regulatory Authority (“Authority”) on \_\_\_\_\_ and the Said Project’s Registration Certificate No. is \_\_\_\_\_. And completion certificate dated \_\_\_\_\_ vide letter No. \_\_\_\_\_. The details of the Seller(s) and the Said Project are also available on the website ([www.up-rera.in](http://www.up-rera.in)) of the Authority.
- d. Therefore, the Whole project has been divided in more than 2 phases with the clear intent to integrate all phases into one, upon



completion of the said project being one of the Phases of the Whole project on the Project land.

- e. The Purchaser(s) are satisfied with the title of the Project land and is/ desirous of purchasing a Unit in the building known as **"Arman/Muskan**, situated at Hardoi-Sitapur Link Road, Village Ghaila & Alinagar, Pargana, Distt. & Tehsil Lucknow having Carpet area measuring about \_\_\_\_\_ (\_\_\_\_\_) sq. meters and Super Built-up Area \_\_\_\_\_ (\_\_\_\_\_) Sq. ft. i.e. \_\_\_\_\_ (\_\_\_\_\_) Sq. Mtr. and plan attached hereto.
- f. The Purchaser(s) acknowledges that the seller(s) has provided all the information and clarifications as required by the Purchaser(s) 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.

g. That by an Application dated \_\_\_\_\_ the Purchaser(s) has requested the Unit and the seller have accepted the request of the Purchaser(s) and have allotted a Unit No. \_\_\_\_\_ (\_\_\_\_\_) on the \_\_\_\_\_ Floor in Block \_\_\_\_\_ having Carpet Area \_\_\_\_\_ **sq. feet** (\_\_\_\_\_) **sq. feet i.e.** \_\_\_\_\_ (\_\_\_\_\_) **sq. meters** and Super Built-up Area \_\_\_\_\_ (\_\_\_\_\_) sq. ft. i.e. \_\_\_\_\_ **sq. meters**, in the building known as "**Arman/Muskan**" in project known as "**Garden Bay**" in .and undivided proportionate right of using limited Common Area of the Project such as use of common passage, staircase, water and electrical arrangement and limited Common areas of the said project and shall be 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) ("**sale consideration**") paid by the purchaser(s) to the Seller(s) and the receipt whereof the Seller(s) hereby acknowledge. The Seller(s) hereby sells, conveys, assigns and transfers by way of absolute sale all that Unit No. \_\_\_\_\_ (\_\_\_\_\_) on the \_\_\_\_\_ Floor in **Block-** \_\_\_\_\_ in the building known as "**Arman/Muskan**" in the project known as "**Garden Bay**" having Carpet Area \_\_\_\_\_ (In Word) sq. feet i.e. \_\_\_\_\_ (In word) sq. meters and Super built up

area \_\_\_\_\_ (In Word) sq. feet i.e. \_\_\_\_\_ (In word) sq. meters built over a said land at Village Ghaila & Alinagar situated at Hardoi-Sitapur Link Road, Pargana, Tehsil & Distt. Lucknow in favour of the purchaser(s) to hold the same as absolute owners thereof, on the terms and condition as mentioned herewith.

2. THAT the absolute title, right and interest with all easements only in respect of the said Unit hereby sold shall vest in the Purchaser 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(s) is pending in any court of law or with any authority.
3. That the Seller(s) 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 said project (as per section 17(1) of the RERA). Further, the Seller(s) shall handover the necessary documents, and plans, including Common areas.

4. THAT the land on which the aforesaid Residential apartments/Units including the Unit hereby sold stands constructed shall be the property of the purchaser(s) and the other Unit owner(s)/ purchaser(s) or their transferees, or assignees, etc. and the purchaser(s) shall get the proportionate right in the land.
5. THAT the Seller(s) 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(s) if the purchaser(s) is put to any loss on this account then the purchaser(s) shall be entitled to recover from the Seller(s) 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(s) any person or persons make claims in the property hereby conveyed or any part thereof, then Seller(s) 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(s) and to make good the loss suffered by the purchaser(s).
6. THAT the seller(s) has already got done the electric wiring in the premises of the said project and the electric points are provided in

each Unit/ apartment by the seller(s) and other fittings like bulb, tube fittings, fans, coolers, etc. will be installed by the purchaser(s) and the same shall be the exclusive property of the purchaser(s).

**7. 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(s) /Seller(s) 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/ Unit of the said building is not separately assessed for municipal taxes or other such taxes and cesses of similar kind, the Purchaser(s) shall pay proportionate share of all such taxes and cesses including but not limited to municipal taxes, ground rent, land & building tax, lease tax and any other duties / taxes levied by any competent authority.

- 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 Seller(s) 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. The Purchaser(s) understands and agrees that there are other projects of the Promoter/ Seller adjacent to the said project developed/ to be developed and the common areas and facilities provided by the promoter are common for common use of the allottee(s) of all the projects and the Purchaser hereby shall have no objection for the same.
- e. 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 building nor shall he install any machinery which may create sound, noise or vibration or which may in any manner cause damage or injury to the structure of the building or any portion thereof.
- f. 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 building other than the space purchased by him. If the Purchaser(s) fails to do so, then the Seller(s) giving a reasonable notice, can make necessary repairs to save any future loss to the building/ Unit and they will be entitled to recover all costs and expenses towards such works from the Purchaser(s).

- g. To be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- h. To never do or permit to be done any act or thing which may render the insurance of the Unit and/ or any part of or the building as a whole, void, or cause increased premium to be payable in respect thereof.
- i. Not to do or suffer anything to be done in or about the Unit which may tend to cause damage to any flooring or ceiling or any space over/ below or adjacent to the Unit or in any manner nor shall he hang from or attach to the beams or rafters or put on floors any articles or machinery which are heavy or can endanger or damage the structure of the building or any part thereof.
- j. To never interfere with the use of any open spaces, garden/park, passages and/ or any amenities available for common use.
- k. 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, floor, roof etc. of the building after taking written permission from the seller(s)/

1. 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 seller(s) differ from the color scheme or elevation of the building. The Purchaser(s) shall neither have the right to make any openings nor the right to make any changes in the doors, walls, windows, shutters and ventilators in the demised unit without the written permission of the seller(s).
- m. Not to close/ cover the verandah or balconies or terraces or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party.
- n. All fitting including but limited to tubelite, fans, coolers etc. shall be installed by the Purchaser(s) at place earmarked or approved by the seller(s).
- o. Not to decorate the exterior of the Unit otherwise than in the manner agreed with the seller(s) or in the manner as similar as may be in which the same was previously decorated.
- p. 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).

- q. To plan and distribute the Unit's electric load in conformity with the electric systems installed by the seller(s). The Purchaser(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

8. **Rights of Seller(s)**

The Purchaser hereby confirms and unconditionally agrees that:

- a. The seller(s) shall, if permissible by the relevant authorities and under the applicable laws, may make additions to the project including any additional FAR, raising floors, putting up additional structure etc. and all such additions shall be the sole property of the Seller(s) which will be solely entitled to sell/ transfer/ use/ deal it in any manner.
- b. That the seller(s) shall be entitled to additional construction or parts thereof as approved by the competent authority and after obtaining desired permissions as specified in the prevailing laws, on the said building.
- c. In case the Seller(s) or its representative(s), henceforth, desires to cause earth cutting in any part of the land for the purpose of making any sort of underground facility or development, the Purchaser(s) shall confirm that he shall extend necessary cooperation in that regard.
- 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(s) and it shall be free to deal with it.

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

- a. The Seller(s) 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 projects developed/ to be developed by the promoter nearby the said project. Therefore, it has been clearly explained by the Seller(s) to the Purchaser(s) and further agreed by the Purchaser(s) that the Common areas and facilities of the other projects along with the Common areas and facilities of the said project are common and buyers of all the projects constructed are equally eligible to use the same. The Purchaser(s) of the all the projects shall not obstruct and/or cause any hindrance to any buyer(s) belonging to any project/ Tower.
- b. The Purchaser(s) agrees and confirms that the right to use the common areas and facilities shall be governed by the Seller(s) The Purchaser(s) shall have no claim, right, title or interest of any nature or kind in respect of any unsold units and / or unallotted / un earmarked spaces and /or limited common areas and facilities in the said project, which shall always remain the

absolute property of the Seller(s), until any right or title of any of such assets or property is specifically transferred or assigned by the Seller(s) 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 passages, lobbies, staircases; the Purchaser(s) shall have no right of any kind with respect to any other property, moveable or immovable or any part thereof, whatsoever in the said project.

- c. That the Purchaser(s) shall at no time demand partition of his interest in the said land and building and any part thereof. It is hereby agreed and declared by the Purchaser(s) that his interest in the said land and building is undivided, impartiable and it is agreed that the SELLER(s) 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.
- d. 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.

- e. That the Purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open spaces and other common passage of the building.
- f. The Purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the building.

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

**11. 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(s) 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(s) 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(s) and not the Purchaser(s).

**12. Electric Connection**

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(s) for its purpose. Other fittings like bulb, tube fittings, fans, coolers, etc. will be installed by the Purchaser(s) and the same shall be exclusive property of the Purchaser(s).

**13. Defect Liability:**

It is agreed that in case, any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Seller(s) as per the agreement relating to such development is brought to the notice of the Seller(s) within a period of 5 (five) years by the Purchaser from the date offer for possession or the date of obligation of the Seller(s) to give the possession to the Purchaser, or the date of possession decided by Seller(s) on which it offers possession to Purchaser, whichever is earlier, it shall be the duty of the Seller(s) to rectify such defect without further charge, within thirty days, and in the event of Seller(s) failure to rectify such defect within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, in case any damage to the Apartment is caused by the Purchaser and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the Purchaser(s)/ Association of Owners and/or any damaged caused due to Force Majeure shall not be covered under this clause. Provided that, the Seller(s) shall not be liable for, any such structural/ architectural defect induced by the Purchaser(s) by means of carrying out structural or architectural changes from the original specifications/ design.

In case of any structural defect pointed by the Purchaser(s), the same shall be referred to a registered architect or engineer, as deputed by the

Seller(s) and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Purchaser(s) falls under the provision of the act.

For the sake of clarity and avoidance of any doubts, whatsoever, the following are the inclusions in relation to defect liability of the Seller(s)

**Inclusions:**

- Structural seepage issues (except any alteration done by Purchaser(s);
- Excessive crack or damage in wooden items such as doors and rail tops; if any (polishing exclude)
- Major cracks in masonry work that are induced as result of failures of reinforced cement concrete (RCC) or structural mild steel (MS) work;
- Plumbing pipe leakage (except any damage done due to drilling done by Purchaser(s); and
- Any defect which is established to have occurred on account of negligence or use of inferior materials by the Seller(s).
- Notwithstanding anything contained in this clause, the following exclusions are made in relation to defect liability of the Seller(s):

**Exclusions:**

- 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 manhandling/normal wear and tear; if any

- Any damage of plaster due to mishandling between door frame and wall because of rough usage or carelessness during stormy weather;
- Minor crack and seasonal alignment in wooden items like doors, rail tops,
- Electrical Switches, MCB, Geysers, Lights fitting and Equipments such as motors, STP, transformers, etc which carry manufacturer's guarantees for a limited period;
- Glass Work if any; and

Slight hairline cracks, due to temperature variations.

**14. 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 Seller(s) 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 Seller(s) with respect to the project;

then the Seller(s) 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 Seller(s) may decide.

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

- a. The Purchaser(s) shall participate towards registration of this deed of the Unit, as provided under sub-section (1) of section 17 of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”).
- b. 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).

16. **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 ‘Shalimar KSMB Projects./Authorised Agency/ Society’, who are maintaining the aforesaid building 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 ‘Shalimar KSMB Projects./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 Shalimar KSMB Projects/ 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) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies, open spaces and other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said residential apartments, parking of personal vehicles in the open spaces shall however, be permitted.
- d. THAT the purchaser(s) shall keep the Unit in good condition so as not to endanger, the safety of the Units on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force majeure conditions arises in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore then the purchaser(s) agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the super area of his/her/their Unit bears to the sum total super area of all the apartments existing at the time of the destruction, provide that the cost of the civil works of the apartments hereby sold a kin to the apartment as existed at the time of destruction would be borne by the purchaser(s) of the respective Units. The purchaser(s) of the ground floor shall not

raise any objection to the reconstruction which may be undertaken through the good offices of the Association Society of purchaser(s) as described hereinabove.

- e. THAT neither Purchaser(s) nor the Seller(s) will in any manner block the common passages to the stair or stairs going up and down. In case if any body does so, the association/occupiers of the other Units shall have a right to remove such obstructions forthwith with the cost of the wrong doers.
- f. THAT the Purchaser(s) shall not at any time dig, demolish or cause to be dug or demolish any part of the said building.
- g. 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 building.
- h. THAT the Purchaser(s) shall not throw or accumulate any dirt, filth, rubbish, garbage, rags or other roughage or permit the same to be thrown or accumulate in any portion of the building. The Seller(s) 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 SELLER(s)/ 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 Seller(s) / Association of Allottees.

- i. 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(s) after the date of registration of this Sale Deed.

17. **Notice**

That all letters, circulars, receipts and / or notices issued by Seller(s) 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(S) in respect of the same.

18. **Indemnification**

THAT if any relative, successors, heirs of Seller(s) 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(s) 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(s) indemnified and harmless against any loss, damage or

claim of any nature, whatsoever, which the Seller(S) 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.

19. **Waiver**

Any delay tolerated or indulgence shown by the Seller(s) 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 Seller(s) 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 Seller(s).

20. **Specific Performance**

The Seller(s) 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 Seller(s) may have, the Seller(s) 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 Seller(s) may have under law or in equity or pursuant hereto.

21. **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.

22. **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.

23. **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.

24. **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 Seller(s) 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.

25. **SAVINGS**

Any brochure, application, letter, allotment letter or any other document signed by the Purchaser(s), in respect of the Unit, or building, as the case may be, 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 Seller(s) under this deed, under the Act, the rules or the regulations made thereunder.

26. **ASSIGNMENT**

The Seller(s) 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 Seller(s), the term 'Promoter(s)/ Seller(s)' as interpreted in this deed and for all purposes herein, shall mean the Assignee(s).

27. 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.

28. 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 Ghaila & Alinagar, Hardoi-Sitapur Link Road, Pargana, Tehsil & Distt. Lucknow given in Circle Rate List, issued by Collector, Barabanki.



## 2. VALUATION

That the proportionate area of the land hereby sold is about 64.16 sq. (Total Land Area \_\_\_\_\_ sq. meter X Area Sold \_\_\_\_\_ sq. mtr. / Total Carpet Area \_\_\_\_\_ sq. Mtr. = \_\_\_\_\_ sq. meter) the value whereof @ Rs. 8,800/- per sq. meter comes to Rs. \_\_\_\_\_/-. The building is \_\_\_\_\_ storied and the total carpet area of the Unit is about \_\_\_\_\_ sq. meter, and value thereof @ Rs. \_\_\_\_\_/- per sq. meter comes to Rs. \_\_\_\_\_/- Only. The total value of land and construction of the Unit comes to Rs. \_\_\_\_\_/- Only. However the actual sale consideration being Rs. \_\_\_\_\_/- only. Hence, the stamp duty of Rs. \_\_\_\_\_/- has been paid vide E-Stamp Certificate No. IN-UP\_\_\_\_\_ dated \_\_\_\_\_

### SCHEDULE OF PROPERTY

Unit No. \_\_\_\_\_ (\_\_\_\_\_) in Block- \_\_\_\_\_ on the \_\_\_\_\_ Floor in the building known as **"Arman/Muskan in project known as "Garden Bay"** situated at Village Ghaila & Alinagar, Hardoi-Sitapur Link Road, Pargana, Distt. & Tehsil Lucknow measuring Carpet Area \_\_\_\_\_ sq. feet i.e. \_\_\_\_\_ sq. meters and 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.
- 2.

**SELLER(S)**

**PURCHASER(S)**