

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

**DETAILS OF INSTRUMENT IN SHORT**

1.	Nature of Property	:	Residential/Commercial
2.	Ward/Pargana	:	Chinhat
3.	Village/Mohalla	:	Vibhuti Khand Gomti Nagar, Lucknow
4.	Details of Property	:	Unit No. ____ on the ____ Floor in Tower ____ of the Project known as <b>“Shalimar Sky Garden”</b> built over Plot No.- T.C.-47-48,
5.	Standard of measurement	:	Sq. meters
6.	Location Road	:	On Main Lucknow-Faizabad Road
7.	Type of Property	:	Unit
8.	Built-up Area	:	____ Sq. Meters
9.	Super Built-up area	:	____ Sq. Meters
10.	Consideration	:	<b>Rs. _____</b>  (Rupees _____ only)
11.	Boundaries	:	EAST:  WEST:  NORTH:  SOUTH:
12.	<b>Details of SELLER(1)</b>	:	<b>Details of PURCHASER(____)</b>

<p><b>M/S SUPREME REAL ESTATE DEVELOPERS PVT. LTD.</b> having its registered office at A2/3, FF, Safdarjung Enclave, South Delhi, Delhi-110029 and its corporate office at 11<sup>TH</sup> Floor Shalimar Titanium Vibhuti Khand, Gomti Nagar, Lucknow represented by its authorize signatory Mr. _____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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**SALE DEED**

THIS SALE DEED is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at Lucknow

**BY AND BETWEEN**

**M/S SUPREME REAL ESTATE DEVELOPERS PVT. LTD. (CIN: U70101DL1994PTC390058)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A2/3, FF, Safdarjung Enclave, South Delhi, Delhi-110029 and its corporate office at 11<sup>TH</sup> Floor Shalimar Titanium Vibhuti Khand, Gomti Nagar, Lucknow (PAN- **AAACS5871N**), represented by its authorize signatory Mr. \_\_\_\_\_ (Aadhar No-\_\_\_\_\_) authorized by board resolution dated \_\_\_\_\_ (hereinafter referred to as the **“SELLER”**), which expression unless repugnant to the context

shall always mean and include its respective successors, administrators, legal representatives, executors and assigns) of the **ONE PART**;

**AND**

**Mr.** \_\_\_\_\_ (PAN- \_\_\_\_\_ Aadhaar \_\_\_\_\_) S/o \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter referred to as the **“PURCHASER(S)”** which expression unless repugnant to the context shall always mean and include its/his/her/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 SHALIMAR SKY GARDEN situated in the Lucknow 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 Lucknow Development Authority by the name of Shalimar Sky Garden and the layout has also been approved by LDA. The Purchaser(s) of Shalimar Sky Garden shall be in ownership of all the area of the Unit/Unit as per the plans attached as per Annexure- “\_\_”

The Purchaser(s) shall only be entitled to the proportionate rights in the total land area of Shalimar Sky Garden. The Purchaser(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 Purchaser(s).

The Seller 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 Seller in the said land of the project named "SHALIMAR SKY GARDEN" 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 Purchaser(s) and the Purchaser(s) hereby confirms that he is satisfied with the information and other details provided to him by the Seller and the Purchaser(s) has understood all limitations and obligations of the Seller in relation to the project.

**WHEREAS** Seller is the exclusive owner of the land falling in Shalimar Sky Garden having Plot No. Plot No.- T.C.-47-48 measuring 13087.82 Sq. Mtr. (hereinafter referred to as "the said") land situated at Vibhuti Khand, Gomti Nagar, Lucknow.

**WHEREAS** the entire land of Shalimar Sky Garden Project as mentioned above had purchased from Lucknow Development Authority, Lucknow vide Sale Deed dated \_\_\_\_\_ registered in Book No. I Jild No. 5131 on pages 49 to 72 at Sl. No. 5871 on dated \_\_\_\_\_ in office of Sub-Registrar-II, Lucknow. (hereinafter "said Land")

**AND WHEREAS** by virtue of the aforementioned registered Sale executed by Lucknow Development Authority in favour of M/S Supreme Real Estate Developers Pvt. Ltd., became the owner with transferable rights of the land falling under Plot No.- T.C.-47-48 over which SHALIMAR SKY GARDEN spans over.

**AND WHEREAS** the project "**SHALIMAR SKY GARDEN**" is being developed on 13067.82 Sq. Mtrs land comprising of Plot No.- T.C.-47-48. the Seller has clear and marketable title on the land.

- A) The Said Land is earmarked for the purpose of Group Housing and commercial project (High Street) comprising of **Basement-2, Stilt + 21 floors** multistoried apartment buildings comprising **23 Floors** and the said project shall be known as **“SHALIMAR SKY GARDEN”** (“project”);
- B) The Seller is fully competent to enter into this Sale Deed and all the legal formalities with respect to the right, title and interest of the Seller regarding the Said Land on which Project is constructed have been completed.
- C) The Lucknow Development Authority Lucknow has granted permit No. ResiComm Building/08828/LDA/BP/22-23/3142/18072023
- D) **WHEREAS** the **Shalimar Sky Garden is constructed and developed** in pursuance of Permit issued by the Lucknow Development Authority, Lucknow and the said Project situated at Plot No.- T.C.-47-48, Vibhuti Khand, Gomti Nagar, Lucknow together with the Common areas and facilities, open spaces, all improvements and structures thereon and all easements, rights and appurtenances belongings thereto and named as **‘Shalimar Sky Garden’, in Lucknow (“Said Project”)**.

**WHEREAS** the said Project has been registered with the Real Estate Regulatory Authority (“Authority”) and the said Project’s Registration Certificate No. is \_\_\_\_\_. The details of the Seller and the Said Project are also available on the website ([www.up-rera.in](http://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 building known as **‘Shalimar Sky Garden’**, situated at Plot No.- T.C.-47-48, Vibhuti Khand, Gomti Nagar, Lucknow having Carpet area measuring about \_\_\_\_\_ **Sq. Meters** more fully detailed in the **Schedule** attached hereto.

**WHEREAS** Purchaser(s) acknowledges that the Seller has provided all the information and clarifications as required by the Purchaser(s) with respect to the Unit being purchased by him/them and the project (including

phases), as enumerated in RERA, and that the Purchaser(s) have relied on their own judgment and investigation in deciding to book a Unit in the said Project and enter into this Deed and have not relied upon and are 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 an **Unit No. \_\_\_\_ in the Tower- \_\_**, having Carpet Area **\_\_\_\_\_ sq. feet i.e. \_\_\_\_\_ Sq. Meters** on **\_\_<sup>th</sup> Floor** in the Project known as **“SHALIMAR SKY GARDEN”** and undivided proportionate right of using Common Area/facilities of the Project such as use of common passage, staircase, lift, water and electrical arrangement and 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, the receipt whereof the Seller hereby acknowledges. The SELLER hereby sells, conveys, assigns and transfers by way of absolute sale all that Unit Bearing No. \_\_\_\_ situated on the **\_\_<sup>th</sup> Floor** of Tower-\_\_\_\_in the Project known as **‘Shalimar Sky Garden’** developed over Plot No. Plot No.- T.C.-47-48 in Vibhuti Kahnd, Gomti Nagar, Lucknow having Carpet Area \_\_\_\_\_ sq. feet i.e. \_\_\_\_\_ Sq. Meters built over a said land at Plot No.- T.C.-47-48, situated at Vibhuti Khand, Gomti Nagar, Lucknow, more fully described in the **SCHEDULE** attached hereto in favour of the Purchaser(s) to hold the same as absolute owner(s) thereof, on the terms and conditions 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(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 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 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 Seller shall handover the necessary documents, and plans, including Common areas to the Association of Purchasers.
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)/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 Units, situated on the Ground, first and subsequent floors and the purchaser(s) shall get the proportionate right in the land.
5. THAT the SELLER will maintain the premises 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 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 deprived 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.

7. THAT the Seller has already got done the electric wiring and fittings in the premises of the said project and the electric points are provided in each Unit/ apartment by the Seller and other fittings like bulb, tube fittings, fans, coolers, air-conditioners etc. will be installed by the purchaser(s) and the same shall be the exclusive property of the purchaser(s).
8. The Vacant and peaceful possession of the Unit is being delivered to the purchaser simultaneously with the signing of this sale deed, after the purchaser having confirm and satisfied himself / herself / themselves as to the area of the aforesaid Unit / dimensions / cost & allied charges including P.L.C. if any, quality and extent of construction / specifications / various installation like electrification work, sanitary fittings, water and sewer connection etc. in respect of the said Unit, and the purchaser agrees and confirms not to raise any dispute/claim whatsoever at any time in future in this regard.

9. **PURCHASER(S) REPRESENTS AND COVENANTS**

- a. The Purchaser(s) hereby covenants and undertakes-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 their own expenses and be responsible for all deviations, violations and/ or breaches thereof. The Purchaser(s) shall thus, keep the 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 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, 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/RWA, 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 building nor shall they 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.
- 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 tenantable state and condition in which it has been delivered to them so as to support, shelter and protect the part of the building other than the space purchased by them. If the Purchaser(s) fails to do so, then the Seller / Maintenance Agency / RWA, as the case may be, after 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).
- 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 and / or any part of or the building as a whole, void, or cause increased premium to be payable in respect thereof.
- h. 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 they 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.

- i. To never interfere with the use of any open spaces, garden/park, passages and / or any amenities available for common use.
- j. Not to demolish the Unit or any part thereof nor will they 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/ RWA, as the case may be.
- k. 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 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/Association of Owners.
- l. 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.
- m. 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 Seller/ RWA and nowhere else.
- n. Not to decorate the entrance and exterior of the Unit otherwise than in the manner agreed with the Seller or in the manner as similar as may be in which the same was previously decorated.
- o. 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 agreed between the Purchaser(s) and the Occupier(s)/Lessee(s) and the defaults of the Occupier(s)/ Lessee(s) shall be treated as that of the Purchaser(s).
- p. To plan and distribute the Unit's electric load in conformity with the electric systems installed by the Seller and thereafter by the RWA/Maintenance

Agency. The Purchaser(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- q. To enable the Sellers/Maintenance Agency/RWA, to deal effectively with the security of the Apartments/Unit/Project and maintenance of order therein, the entry be regulated. For this purpose, the Purchaser(s) agrees that the Sellers/Maintenance Agency/RWA 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 Apartment 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 Sellers/Maintenance Agency/RWA.
- r. The RWA shall have the irrevocable right, to be exercised by the Board or Manager to have access to each Apartments/Unit from time to time during reasonable hours with reasonable advance notice 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 Apartments/Units.

#### 10. **RIGHTS OF SELLER**

The Purchaser(s) hereby confirm and unconditionally agree that:

- a. The Seller 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 which will be solely entitled to sell/transfer/ use/ deal it in any manner.
- b. That the Seller 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 and for those any such additional construction the Seller shall be entitled to use the common amenities, facilities, utilities etc. and Seller also be entitled to connect the

electric, water, sewerage drainage etc. for the said additional construction in consultation with association/maintenance society and/or additional constructions will be sole and exclusive property of the Seller and the Seller shall be entitled to deal with or dispose them off in such a manner as the Seller may deem expedient and Purchaser(s) shall neither be entitled to raise / set up any claim or demand over the said additional construction nor shall raise / create any obstruction / hindrance of any nature whatsoever on such right of the Seller about any such additional construction. The Purchaser(s) shall not claim any right, title or interest on any such additional construction or the Purchaser(s) will not be entitled to raise any kind of objection or hindrance about any temporary or permanent construction to be made by the Seller or anybody on his behalf.

- c. That the Seller has absolute and full right over the terrace of the Towers. The Seller shall be entitled to carry out permissible construction over the roof/ top terrace of the building or any part thereof and the Purchaser(s) will not be entitled to raise any kind of objection or hindrance about any temporary or permanent use of the same by the Seller or any other buyer(s)/ Person(s) authorized by the Seller.
- d. The Seller, in order to facilitate any future construction/ maintenance or repair work of the said building 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.
- e. In case the Seller 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)/RWA/Association of Purchaser(s) shall confirm that he shall extend necessary cooperation in that regard and shall not be entitled to raise any objection thereto.
- f. The Seller shall be entitled to put neon/electronic sign boards, name plate of its establishment/Seller name, advertisements etc. inside or outside the premises, on roof top of the building and common area and use such open, free space for brand promotion. The Purchaser(s)/ RWA of the building will neither have the right to remove/change/alter such sign boards or

advertisements nor will they have any claim on the revenue (if any) generated there from.

- g. Convenient/Retail 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.
- h. The ownership of Club in the project shall remain with the Developer and same may be transferred to any person(s)/agency for its maintenance & operation thereof. The membership shall be open for the Purchaser(s) also only on the payment of the Club Membership Fees and payment of the monthly subscription charges as may be determined by the Developer/ nominated person(s)/ Agency for smooth and proper running of facility. Further, all members are bound with the rules and regulations as decided by the club management from time to time. Payment for Club Membership fee and subscription will only entitle the members for the entry into the Club and shall not create any legal rights on the same which will remain vested with the Developer/Nominated person(s)/agency only.

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

- a. The Seller 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 Seller 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) agree and confirm that the right to use the common areas and facilities shall be governed by the Seller 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 Seller, until any right or title of any of such assets or property is specifically transferred or assigned by the Seller 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 lifts, 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.
- d. 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, impartibly and it is agreed that the Seller shall not be liable to execute any assignment or any other document in respect of the exact undivided, impartibly 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 building.
- g. As per applicable laws, Seller has made provision for parking. The Purchaser(s) hereby undertake that they shall not enclose the said parking space in any manner or use it for any purpose other than parking and they shall be deemed to be only a licensee of the parking space. The Purchaser(s) agrees that the parking space allotted to them is inseparable and integral part of the said Unit. In case of the sale / transfer of the Unit to a new buyer(s), the parking earmarked with the Unit shall also be automatically transferred to such new buyer.
- h. The Purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the building.

**12. 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 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.

**13. 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 offer for 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).

14. **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 RWA at the time of handing over the maintenance of the common areas and facilities of the Project to the RWA 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 Seller/Authorized 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.

15. **ELECTRIC CONNECTION**

THAT the Purchasers shall take their 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).

16. **DEFECT LIABILITY CLAUSE:**

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 as per the agreement relating to such development is brought to the notice of the Seller within a period of 5 (Five) years by the Purchaser from the date of offer for possession or the date of obligation of the Seller to give the possession to the Purchaser, or the date of possession decided by Seller on which it offers possession to Purchaser, whichever is earlier, it shall be the duty of the Seller 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(s) 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(s) 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 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 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

**Inclusions:**

- Structural seepage issues (except due to any alteration done by Purchaser(s));
- Excessive crack or damage in wooden items such as doors and rail tops; if any (polishing excluded).
- 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.

Notwithstanding anything contained in this clause, the following exclusions are made in relation to defect liability of the Seller:

**Exclusions:**

- Damage in fitments such as Door handles, UPVC/Aluminum Door, Windows handles or fitting, lights, Locks, Door stoppers, Sanitary Items and C.P. Fittings (W.C., Basin, Tap, Mixer, Shower, Bib Cock, Traps) because of mishandling/normal wear and tear;
- 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, and wooden flooring. Warping in wooden flooring due to non-occupancy of unit for long time (especially during rainy season);
- Any mechanical issue in the Air Conditioner (if provided);
- CP fitting if provided;
- China Ware if installed;

- 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;
- Glass Work if any; and
- Slight hairline cracks, due to temperature variations.

#### 17. **VIOLATIONS BY THE PURCHASER(S)**

The Purchaser(s) understands that if they, at any time –

- Violates or fails to abide by the terms and conditions of this Deed and / or
- Fails to fulfill their duties and obligations under the terms and conditions of this Deed and / or
- Causes or allow to be caused any obstruction or interference of whatsoever nature to impede / prevent the Seller from exercising its legal right(s) in dealing with the project and / or
- Causes or allow to be caused any obstructions or interference in the activities of the Seller with respect to the project; then the Seller 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 may decide.

#### 18. **EXPENSES IN RESPECT OF SALE DEED**

- 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”).
- 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).

#### 19. **FORMATION OF SOCIETY:**

THAT after handing over the possession of the Unit to the Purchaser(s), till the formation of society, the Seller/Authorized 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 built-up area of which is hereby sold, and all respective purchaser(s) shall pay to the Seller/Authorized 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/Authorized 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/Authorized 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 by-laws and rules and regulations of such Maintenance Society.

**20. 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 'Seller /Authorized 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 'Supreme Real Estate Developers Pvt. Ltd. /Authorized 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 Supreme Real Estate Developers Pvt. Ltd. /Authorized 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 akin 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 will in any manner block the common passages to the stair or stairs going up and down. In case if anybody 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) undertake and agree 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/Maintenance Agency/RWA 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 / Maintenance Agency / RWA in respect of such goods. The Purchaser(s)/ occupant(s) shall dispose the waste in accordance with the rules regarding the same, as set out by the Seller / RWA.

- 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 after the date of registration of this Sale Deed.

21. **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.

22. **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.

23. **WAIVER**

Any delay tolerated or indulgence shown by the Seller 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 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.

24. **SPECIFIC PERFORMANCE**

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

25. **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.

26. **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.

27. **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.

28. **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 the sole Arbitrator 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**") and the 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.

29. **SAVINGS**

Any brochure, application, letter, allotment letter or any other document signed by the Seller(s)/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 under this deed, under the Act, the rules or the regulations made there under.

### 30. **ASSIGNMENT**

The Purchaser(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 Seller shall not be entitled to object to the same in any way. With effect from the date of such assignment by the Purchaser(s), the term 'Purchaser(s)' as interpreted in this deed and for all purposes herein, shall mean the Assignee(s).

31. 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.

32. 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 Vibhuti Khand, Gomti Nagar, Lucknow, which is Lucknow-Faizabad Road, which is assessed as given in Circle Rate List, issued by Collector, Lucknow.

#### **2. CALCULATION**

That the proportionate area of the land hereby sold is about \_\_\_ sq. meter (\_\_\_\_ sq. Mtr. X \_\_\_ Sq. Meters/\_\_\_ = \_\_\_ sq. meter) (proportionate area for only stamp duty purposes) the value whereof @ **Rs.** \_\_\_\_/- per sq. meter comes to Rs. \_\_\_\_/-. Being a corner plot 10% extra \_\_\_\_/- Only. The total carpet 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. while Actual Sale Consideration is Rs. \_\_\_\_/- Only. As both the Purchasers

have equal Share in the Unit hence Stamp Duty of Rs. \_\_\_\_/- is payable as per government notification order no. S.V.K.N.I.-5-2756/11-2008-500 (165)2007 Lucknow dated 30.06.2008. the stamp duty payable is Rs. \_\_\_\_/- which is being paid by the Purchaser through E-Stamp No.IN-UP\_\_\_\_\_ dated\_\_\_\_\_.

**SCHEDULE OF PROPERTY**

Unit Bearing No. \_\_\_\_ situated on the \_\_\_\_<sup>th</sup> Floor of Tower-\_\_\_\_, in the Project known as “**Shalimar Sky Garden**” developed over Plot No.- T.C.-47-48 in the said Project having Carpet Area \_\_\_\_ sq. feet i.e. \_\_\_\_ Sq. Meters built over a said land situated at Vibhuti Khand, Gomti Nagar, 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**

( )

**Seller**

( )

**Purchaser(s)**

Profotorma