

Certificate Issued Date

Description of Document

Consideration Price (Rs.)

Property Description

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

Account Reference Unique Doc. Reference

Certificate No.

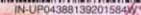
Purchased by

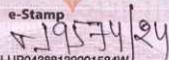
First Party

Second Party

INDIA NON JUDICIAL

Government of Uttar Pradesh





IN-UP04388139201584W

08-Jul-2024 12:56 PM

NEWIMPACC (SV)/ up14856204/ NAWABGANJ SADAR/ UP-BNK

SUBIN-UPUP1485620403807043864332W

PREETIMALA CHATURVEDI

Article 23 Conveyance

FLAT NO-701 ON 7TH FLOOR IN TOWER K2 IN SHERES SHALIMAR MANNAT EXT., MOHAMMADPUR CHOWKI, BARABANKI

SHALIMAR CORP LIMITED

PREETIMALA CHATURVEDI PREETIMALA CHATURVEDI

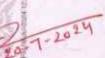
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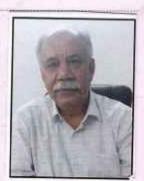
(Three Lakh Seventy Four Thousand Three Hundred only)



VENIFY BY









Authorized Signatory

0005856401

Statutory Alert:

- The authenticity of the Stanty certificate should be verified at lower to certain power or using a State Mobile Are of shock minuting Any discrepancy in the details on this Certificate and as available on the website? Mobile Applications it invalid.

 The case of checking the legislatory is on the users of the certificate.

 In case of any discrepancy please inform the Compotent Authority.



भाग 1

प्रस्तुतकर्ता अववा प्राची द्वारा रखा जाने वाला

उपनिबन्धन सदर

बारावरी

жч 2024068030910

आवेदन संख्या : 202400898025140

नेश्व वा प्राचेना पत्र प्रस्तृत करने का विनांक

2024-07-20 00:00:00

प्रस्तृतकर्यां या प्राचीं का नाम प्रीतिमाला चनुवेंसी

नेश्व का प्रकार

विक्रय पत्र

प्रतिफल की धनराहि

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40 / 5445370.00

1 - रविस्ट्रीकरण शुल्क

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2 , प्रतिविधिकरण मुख्क

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3 , निरीक्षण या तलाश शुरूक

4 . मुख्तार के अधिप्रमाणी करणा भिए सुन्क

5 . समीधम भूभक

6 . RRu

7 . पापिक मला

1 में 6 तक कर बीम

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गुल्क समृत करने का दिनाँक

2024-07-20 00:00:00

दिनाँक जब लेख प्रतिनिधि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होंगा

2024-07-20 00:00:00

रजिस्ट्रीकरण अधिकारी के इस्लाक्षर



PHOTOGRAPH OF PROPERTY

Flat No.701 (Seven Hundred One) on the 07th (Seventh) Floor in Tower K2, having a Carpet area measuring 942.60 sq. fts. i.e. 87.60 Sq. Mt. (Eighty Seven Point Six Zero Square Meters Only), Category- 3BHK, in the residential Project known as "SHERE'S SHALIMAR MANNAT" Situated at Mohammadpur Chowki, Lucknow - Faizabad Road, Pargana- Dewa, Tehsil- Nawabganj, Distt. Barabanki.



Shalimar Cord. Ltd.

Purchaser John Purcha









भूतमांकन अमांक/Enrokment No.: 2017/93011/06541

Syed Anwar Mahmood Rizvi (सईयर अनगर महमूर हैं (रेजावी)

S SrC: Syed Mahmood Ali Rizvi, 401 / 24 Kha, Abdul & Aziz Road, Mahmood Nagar, Lucknow, Lucknow, Uttar Pradesh - 226003

अपना कथार कमांन/ Your Anonnar No.:

5404 6976 5682



मेरा जधार, मेरी पहचान

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सूचना

- आधार पहचान का प्रमाण है, नागरियता का नहीं [
- पहुंचान का प्रमाण ऑनलाइन ओमेन्टिकेशन द्वारा पाग करें |
- 🗷 यह एक इसेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ थय है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- # To establish identity, suthenticate online.
- This is electronically generated letter.

स असार देस घर में ताल है.

- B Asdhaar is valid throughout the country.
- 🗷 आधार के लिए आपको एक ही बाद नार्याकन दर्ज करवाने की अवश्यकता है. 🗷 You need to enrol only once for Aasthaan,
- वृषका अपना नवीनक्षय गोधाका नंबर दथा है-चेत पता वर्ष गयाई, हमके आपनो निक्तित सुविधाएं प्राप्त करने वे सहविधन होगी.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



प्रकारकारतम्बरकार WEST STATE OF THE STATE OF THE



सईवय अनवर महनूद रिजवी Syed Anwar Mahmood Rizvi जन्म शिथि। DOE: 09/02/1956 TEU / MALE



बसीरतायश्विशिष्टभइचान प्राधिकरम CHOICE DENTHER REPORT WHEN THE PROPERTY OF MICK

रिज़बी, 401/24 छ, अस्तुम अजीज रोड, महमूद नगर, संसन्छ, संसन्छ, क्तर प्रदेश - 226003

Address: भवाः आत्मजः सर्वयद महसूद असी १००१ १३० १८०, १००० १८० १८० १८० Mahmood Nager, Lushow, Lucknow. Utter Pradesh - 228203

5404 6976 5682

मेरा आधार, मेरी पहचान

5404 6976 5582

MERA AADHAAR, MERI PEHACHAN

Shalimar Corp. Ltd.

Authorized Signatory





भारत सरकार Government of India

भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India

नामांकन कम/ Enrolment No.: 0013/67006/02058

प्रेंग्स चतुर्वेदी Gaurav Chaturvedi S/O: Dharmendra Kumar Chaturvedi BHADESAR POST SADAR Hussenabad Jaunpur Uttar Pradesh - 222002 7905827370





आपका आधार क्रमांक / Your Aadhaar No. :

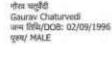
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मेरा आधार, मेरी पहचान



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VID: 9179 9440 5891 0373

मेरा आधार, मेरी पहचान







सुमना / INFORMATION

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- आधार विशिष्ट और सुरक्षित है।
- सुरक्षित क्युआर क का उपयोग करके प
- आधार के सभी अप आधार समान रूप आभागी (वर्षुअन) सकता है। # ## साल में कम से
- आधार आपको वि! भा साम प्रकार में र
- आधार में अपना में आधार शेवाओं का
- प्राउनलोड करे। आधारणयोगेदिक

म्रद्धा स्निश्चित



इस प्रमाणीकरण

आधार और एम-ह्या के स्थान पर पद्मेग किया जा

जिलाओं /सेवाओं

टेट रखी। mAadhear 0g

ापला का उपयोग

 आधार (पम/ नंबर) व्यक्तने वाली संस्थायों को उचित सहमति लेने के तिए बाध्य किया गया है।

- Aadhaar is a proof of identity, not of citizenship.
- Aadhaar is unique and secure.
- Verify identity using secure QR code/offline XML/online Authentication.
- All forms of Aadhaar like Aadhaar letter, PVC Cards. eAadhear and mAadhaar are equally valid. Virtual Aadhaar Identity (VID) can also be used in place of 12 digit Andhaar number.
- Update Aadhaar at least once in 10 years.
- Adhaar helps you avail various Government and Non-Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app on smart phones to avail Aadhaar Services.
- Use the feature of lock/unlock Aadhaar/biometrics to ensure security.
- Entities seeking Aadhaar are obligated to seek due consent.



मारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of Incia



पताः संबंधितः धर्मन्द कुनार महादि, भदेशर पीस्ट सदर, हरीनाबाद, जीनपूर, पेक्स प्रदेश - 222002

S/O: Dharmendra Kumar Chaturvedi, BHADESAR POST SADAR, Hussenabad, Jaunpur, Uttar Pradesh - 222002



5270 0607 2541

VID: 9179 9440 5891 0373









आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड Permanent Account Number Card

BVMPC2179L

नाम/ Name GAURAV CHATURVEDI

पिता का नाम/ Father's Name DHARMENDRA KUMAR

जन्म की तारीख / Date of Birth 02/09/1996 हस्ताक्षर/ Signature

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भारत सरकार-Government of India



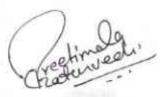


ਧੰਰਿਸ਼ਾਨ ਬਾਗ਼ੌਵੇਂ Prectinale Chaturvedi ਹਾਜ ਕਿਸਿ/DOB: 19/12/1988 ਪਰਿਕਾ/ FEMALE



VID: 9190 2399 9009 9075 मेरा आधार, मेरी पहचान







भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पक्षः अस्पानः प्रमेश्यः कुमार असूरीयी, 740 ए, हुर्तमञ्ज्यः अदेशार, इत्तेमाबादः, जीनपुरः, असर प्रदेश - 222002

Address: D/O: Oharmendra Kumar Chaturvedi, 740 A, husainabad bhadeshar, Hussenabad, Jaunpur, Uttar Pradesh - 222002



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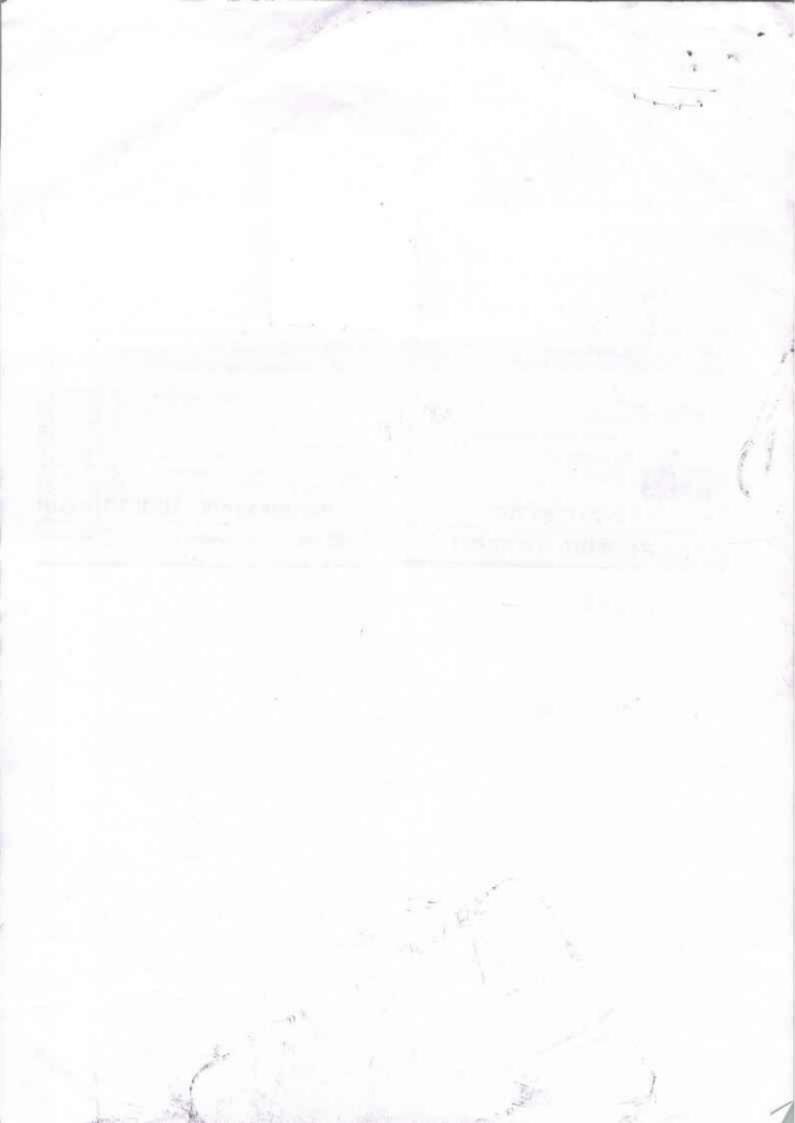
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Sale Consideration : Rs.54,34,140/-Market Value : Rs.54,45,370/-Stamp Duty paid : Rs.3,74,300/-

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	2	Residential Flat
2,	Pargana	†	Dewa
3.	Village/Mohalla		Mohammadpur Chowki, (V-Code- 1183) Distt. Barabanki.
4.	Details of Property	*:	Flat No.K2-701, (Seven Hundred One) on the 07th (Seventh) Floor in Tower-K2, in the residential Project known as SHERE'S SHALIMAR MANNAT EXTENSION
5.	Standard of measurement	:	Sq. meters
6.	Location Road	:	On Lucknow-Faizabad Road
7.	Type of Property	:	Flat
8.	Carpet area	*	942.60 Sq Fts i.e. 87.60 Sq. Meters (Eighty Seven Point Six Zero Sq. Meters)
9.	Consideration	.5.	Rs.54,34,140/- (Fifty Four Lacs Thirty Four Thousand One Hundred Forty Only)
10.	Boundaries	99.7	EAST: Corridor Thereafter Unit No. K2-1002 WEST: Open to Sky NORTH: Open to Sky SOUTH: Unit No.K2-704
11.	No of persons in First Part (1)		No of persons in Second Part (1)
12.	Details of SELLERS: SHALIMAR CORP LIMITED (CIN-U05001MH1988PLC1956 37/PAN-AADCS9234L) (previously known as S.A.S. Hotels & Properties Pvt. Ltd.) a company incorporated under the provisions of Indian Companies Act 1956 having its registered office at 308, Tulsiani Chambers, Nariman Point, Mumbai- 400021 through its Authorised Signatory SYED ANWAR MAHMOOD RIZVI (Aadhar No. XXXXXXXX 5682), son of Mr. Mahmood	G	Details of PURCHASER: Ms. Preetimala Chaturvedi (Mobile No.8795399993, Aadhar No.XXXXX XXX2671, Pan No.BBIPC0211P) daughter of Late Dharmendra Kumar Chaturvedi, Resident of New Civil Court, Bahraich Road, Infront of Collectrate Bada Dhushah, Balrampur, Uttar Pardesh, India, 271201,

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Ali Rizvi, Resident of 8/1, Vikramaditiya Marg, Lucknow, Authorised by Board Resolution dated 20.06.2024 through authenticated attorney holder Advocate Mr. Vichitra Kumar Pandey (Aadhar No.XXXXXXX X5486/Mobile No.7905794549) son of Late Dinesh Kumar Pandey, R/o 970, Navi Kot Nandana, BKT, Lucknow.

SALE DEED

THIS SALE DEED IS EXECUTED ON THIS 20th DAY OF JULY, 2024

BY AND BETWEEN

SHALIMAR CORP LIMITED (CIN-U05001MH1988PLC195637/ PAN-AADCS9234L) (previously known as S.A.S. Hotels & Properties Pvt. Ltd.) a company incorporated under the provisions of Indian Companies Act 1956 having its registered office at 308, Tulsiani Chambers, Nariman Point, Mumbai- 400021 through its Authorised Signatory Syed Anwar Mahmood Rizvi (Aadhar No.XXXXXXXX5682), son of Mr. Mahmood Ali Rizvi, Resident of 8/1, Vikramaditiya Marg, Lucknow, Authorised by Board Resolution dated 20.06.2024 through authenticated attorney holder Advocate Mr. Vichitra Kumar Pandey (Aadhar No.XXXXXXXXX5486/Mobile No.7905794549) son of Late Dinesh Kumar Pandey, R/o 970, Navi Kot Nandana, BKT, Lucknow. (Hereinafter referred to as the "Seller" 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

Ms. Preetimala Chaturvedi (Mobile No.8795399993, Aadhar No.XXXXXXXX2671, Pan No.BBIPC0211P) daughter of Late Dharmendra Kumar Chaturvedi, Resident of New Civil Court, Bahraich Road, Infront of Collectrate Bada Dhushah, Balrampur, Uttar Pardesh, India, 271201. (Hereinafter referred to as the "Purchaser" which expression unless repugnant to the context shall always mean and include his respective heirs, successors, legal representatives executors and assigns) of the OTHER PART.

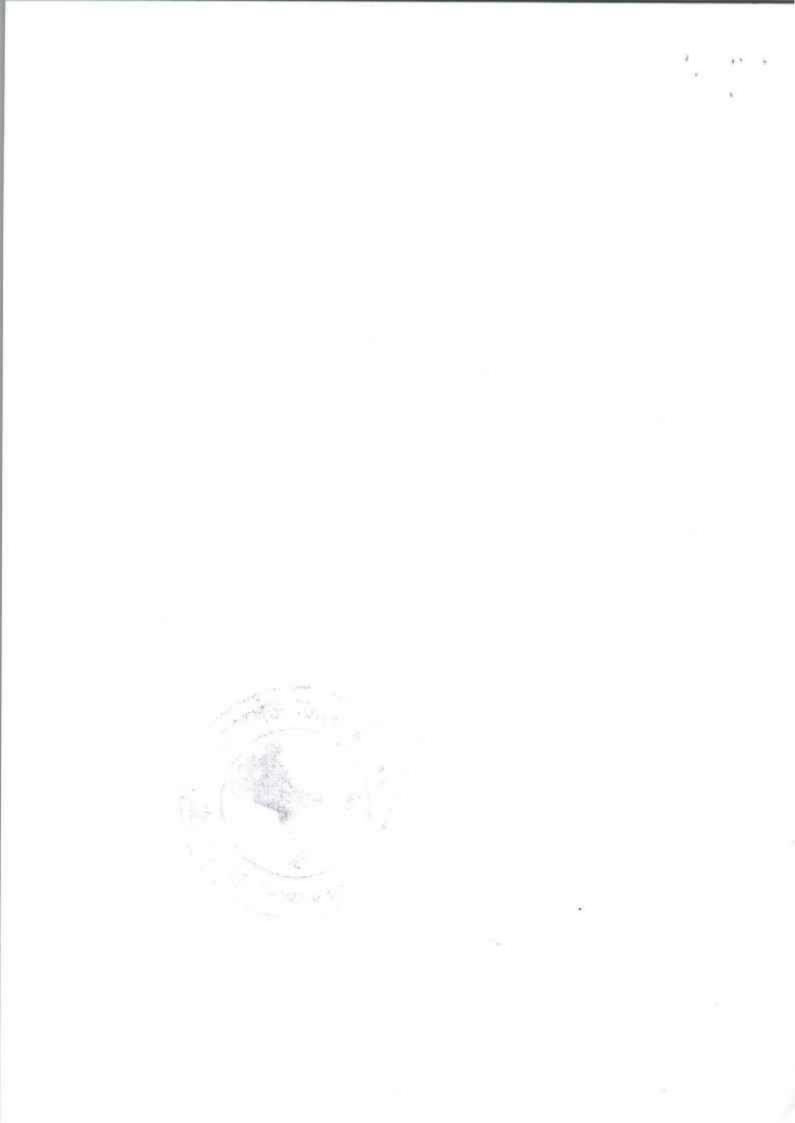
(The Seller and the Purchasers as above are collectively known as the "Parties" and individually as "Party")

a. WHEREAS, (1) Syed Naved Shere (2) Syed Masroor Shere and (3) Syed Feridoon Shere all sons of Late Monawar Shere are the owners of land measuring 3.19400 Hectares (31,940 sq. Mtr.) bearing Khasra Nos. 105, 112 to 115, Khasra No. 117-

Shalimar Corp. Ltd.

Authorized Signatory





119, 121, 124, 126, 131M, 140M, 52, 53, 127, 141, 142 situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki.

- b. AND WHEREAS, (1) Syed Naved Shere, (2) Syed Masroor Shere and (3) Syed Farogh Shere (4) Feridoon Shere all sons of Late Monawar Shere and (1) Ms. Gazelle Shere (2) Ms. Sanam Shere and (3) Ms. Fariah Shere are the owners of land measuring 3.30310 Hectares (33,031 sq. Mtr.) bearing Khasra Nos. 55, 59, 105, 105M, 110, 110M, 111 to 119, 116M 117M, 121, 122M 124, 126, 128, 143M, 144, 145M, situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki.
- c. AND WHEREAS, Imperial Green Infratech Pvt. Limited is the exclusive owner of the Khasra No. 54A, total measuring 0.18900 Hect. (1,890 sq. mtr.) having purchased through various sale deeds duly registered in the office of the Sub-Registrar Nawabganj, Barabanki.
- d. AND WHEREAS, Imperial Green Infra Estate Pvt. Limited is the exclusive owner of Khasra No. 123M and 125, total measuring 0.50090 (5,009 sq. Mtr.) having purchased through various sale deeds duly registered in the office of Sub-registrar Nawabgani, Barabanki.
- e. AND WHEREAS, Mr. Abdul Sageer Siddiqui, son of Late A. R. Siddiqui is the exclusive owner of the Khasra Nos. 139M & 125 measuring 0.16720 Hect. (1,672 Sq. Mtr.) situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki.
- f. AND WHEREAS, Mohammad Naieem Ahmed, son of Late Abu Tayyab Ahmad Mian is the exclusive owner of the Khasra Nos. 139M, 140M & 145M measuring 0.22300 Hect. (2,230 Sq. Mtr.) Situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj, District Barabanki.
- g. AND WHEREAS, Shalimar Corp Limited (formerly known as SAS Hotels and Properties (P) Ltd.) has entered into a Collaboration Agreement with land owners on 31.07.2015 with respect to Khasra numbers as mentioned here-in-above total measuring 75,772 sq meter situated at Village Mohammadpur Chowki, Lucknow-Faizabad Road, Tehsil Nawabganj, Pargana Dewa Distt. Barabanki (hereinafter referred to as "said whole project land") which is duly registered in Book No. 1 Volume 8964 Pages 305/402 at No. 16425 on 02.09.2015 in the office of Sub-Registrar-Nawabganj, Barabanki.
- h. AND WHEREAS, the Seller, in order to drive optimum utility from the said land on the basis of aforesaid collaboration agreement, has raised multi-storied residential project comprising of several Towers, Community centre, Convenience shops, Common Areas and Facilities and other amenities etc. developed/ constructed/ to be constructed on the said land and named the same as SHERE'S SHALIMAR

Shallmar Corp. Ltd.

Authorized Sindafforv

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MANNAT EXTENSION comprising of different phases and towers ("hereinafter referred to as "said Project").

- i. AND WHEREAS, it is pertinent to mention here that Tower K, M, N of SHERE'S SHALIMAR MANNAT EXTENSION is constructed and developed on the part of the project i.e. on Part of the land admeasuring approximately 26773.83 square meters situated at Village Mohammadpur Chowki, Pargana Dewa, Tehsil Nawabganj and Distt- Barabanki), comprising of Stilt + 10 Floors together with the Limited Common areas and facilities, open spaces, all improvements and structures thereon and all easements, rights and appurtenances belongings thereto in pursuance of Permit No. 90/20 dated 13.10.2020 issued by the Competent Authority, Barabanki and revised Permit No.71/22 dated 31.05.2022 issued by the Competent Authority, Barabanki.
- j. AND WHEREAS, the same has been also registered with the real estate Regulatory Authority (hereinafter referred to as "the Authority") dated 20.02.2020 and the RERA Registration Certificate No. is UPRERAPRJ243983 the details of the Seller and the Said Project is also available on www.up-rera.in, the official website of the Authority.
- k. AND WHEREAS the Purchaser has perused and is satisfied with the title of the Project land and is desirous of purchasing a Flat in the project known as SHERE'S SHALIMAR MANNAT EXTENSION, situated at Village Mohammadpur Chowki, Tehsil Nawabganj, Pargana Dewa, Distt. Barabanki having a Carpet area measuring 942.60 sq. fts. i.e. 87.60 Sq. Meters (Eighty Seven Point Six Zero Sq. Meters), and the plan of the property hereby sold is attached hereto as the part of this sale-deed.
- L. AND WHEREAS, it is material to be mentioned here that the seller is bound by the provisions of the Real Estate Regulatory Authority Act (hereinafter referred to as "U.P. Rera Act") and The Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (hereinafter referred to as "U.P. Rera Rules") and as per its provisions, the carpet area of the flat only is transferable to the flat purchaser and the common area and all the common facilities shall be handed over by the developer to the Resident's Welfare Association for maintenance. However, for compliance of the provisions of the Distr. Collector Circle Rate List, the calculation of the valuation is being done on the basis of super area for the purpose of payment of the stamp duty only.
- m. AND WHEREAS, the Purchaser acknowledges that the Seller has provided all the information and clarifications as required by the Purchaser with respect to the Flat being purchased by them and the project (including phases), as enumerated in RERA, and that the Purchaser has relied on its own judgment and investigation in deciding to book a Flat 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

Shalimar Corp Ltd.

Authorized Sinnatur

Kreetimala,





Deed is self-contained and complete in itself in all respects and further, the Purchaser has waived off all the right of claim of compensation against earlier representations, if any, in respect of the Flat hereby sold and all such claims shall be deemed to have already been waived/settled.

- n. AND WHEREAS, by an Application form dated 31.08.2021, the Purchaser has requested the Flat and the Seller has accepted the request of the Purchaser and has allotted a Flat No.701 (Seven Hundred One) on the 07th (Seventh) Floor in Tower K2 having a Carpet area measuring 942.60 sq. fts. i.e. 87.60 Sq. Meters (Eighty Seven Point Six Zero Sq. Meters) only, Category 3 BHK, in the residential Project known as SHERE'S SHALIMAR MANNAT EXTENSION and undivided proportionate right in land along with right of using common Area/facilities of the Project such as use of common passage, staircase, lift, water and electrical arrangement and Limited Common areas of the said project, as allowed under the provisions of U.P. Rera Act and other concerned enactments along with One Car Parking and shall be hereinafter referred to as the "Said Flat" for the Sale Consideration subject to the terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.
- o. That vide board resolution dated 20.06.2024, SYED ANWAR MAHMOOD RIZVI is duly authorized to execute the sale-deed for the seller and Advocate Mr. Vichitra Kumar Pandey (Aadhar No.XXXXXXXXX5486/Mobile No.7905794549) son of Late Dinesh Kumar Pandey is duly authorized to present the executed sale-deeds for registration before the Sub- Registrar. The authenticated power of attorney is registered in the office of sub registrar-I, Lucknow vide book no.6, zild no.91 on pages 59 to 68 as serial no.15 on 01.07.2024 and the same is still valid and enforced and has not been cancelled or revoked.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

- 1. THAT in consideration of Rs.54,34,140/- (Fifty Four Lacs Thirty Four Thousand One Hundred Forty Only) (hereinafter referred to as "sale consideration") paid by the Purchaser to the Sellers, the receipt whereof the Sellers hereby acknowledge, more fully described in the 'Schedule of Payments' given at foot of this deed, the Sellers hereby sell, convey, assign and transfer by way of absolute sale all that Flat No.701 (Seven Hundred One) on the 07th (Seventh) Floor in Tower K2 in the project known as SHERE'S SHALIMAR MANNAT EXTENSION, having a Carpet area measuring 942.60 sq. fts. i.e. 87.60 Sq. Meters (Eighty Seven Point Six Zero Sq. Meters) only and built over the land of the project along with undivided proportionate land area at Village Mohammadpur Chowki, Tehsil Nawabganj, Pargana Dewa, Distt. Barabanki in favour of the purchaser to hold the same as absolute owner thereof, on the terms and conditions as mentioned herewith.
- THAT the absolute title, right and interest with all easements only in respect of the said Flat hereby sold shall vest in the Purchaser hereinafter and presently no

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right of easement of any kind is available to any other person or persons, to restrict the Purchaser right of use and enjoyment of the Flat sold in any manner whatsoever.

- 3. THAT the Flat 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 Sellers are pending in any court of law or with any authority.
- 4. THAT the Sellers hereby declare that this Sale Deed is being made in favour of the Purchaser along with the undivided proportionate title in the limited Common areas of the project and common area shall belong to the Association of Allottee(s)/Maintenance society/ Resident welfare association formed or to be formed for the said project (as per section 17(1) of the RERA) for the maintenance purposes. Further, the Sellers shall hand over the necessary documents, and plans, including Common Areas to the Association of Allottee(s) on formation of such society.
- 5. THAT the land, on which the aforesaid Residential apartments/Flats including the Flat hereby sold stands constructed, shall be the property of the purchaser/Association of Owners/ 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 owner(s)/ Purchaser or his/her transferees, or assignees, etc. of the Flats, situated on the ground, first and subsequent floors and the Purchaser shall get the proportionate right in the land.
- THAT the Sellers 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 Allottee(s)/RWA.
- 7. THAT the Sellers represent that it has absolute authority to transfer the Flat hereby sold and it further represents that the said Flat is free from all sorts of encumbrances, liens, charges, mortgages, attachments, etc. but in case the Purchaser is deprived of the Flat hereby conveyed or any part thereof on account of any defect in the title of the Sellers or if the Purchaser is put to any loss on this account then the purchaser shall be entitled to recover from the Sellers, 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 Sellers any person or persons make claims in the property hereby conveyed or any part thereof, then Sellers hereby agree 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 Sellers and to make good the loss suffered by the purchaser.

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8. THAT the Sellers have already got done the electric wiring in the premises of the said project and the electric points are provided in each Flat/ apartment by the Sellers and other fittings like bulb, tube fittings, fans, coolers, air-conditioners, etc. will be installed by the Purchaser and the same shall be the exclusive property of the purchaser.

9. PURCHASER REPRESENTS AND COVENANTS

The Purchaser hereby covenants and undertakes -

- 9.1 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 shall thus, keep the Sellers 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.
- 9.2 So long as each space/ Flat/ Apartment of the said building is not separately assessed for municipal taxes or other such taxes and cesses of similar kind, the Purchaser 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.
- 9.3 To use the said Flat for residential purposes only and shall not use the Flat for any commercial, illegal or immoral purpose. In the case of violation of this condition, the Sellers / Association of Allottees, as the case may be, shall be entitled to take steps to enforce the conditions laid down in this clause apart from its right to claim damages from the Purchaser and the right to take such other action or seek such other legal remedy as it may decide for restraining the Purchaser from making a use of the Flat prohibited by this Deed.
- 9.4 Not to use the said Flat for any purpose which may cause nuisance or annoyance to the buyer(s)/occupier(s) of other Flats in the building nor he/she shall 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.
- 9.5 To always keep and maintain the said Flat 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

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his/her so as to support, shelter and protect the part of the building other than the space purchased by them. If the Purchaser fails to do so, then the Sellers/ Maintenance Agency / Association of Allottee(s), as the case may be, after giving a reasonable notice, can make necessary repairs to save any future loss to the building / Flat and they will be entitled to recover all costs and expenses towards such works from the Purchaser.

- 9.6 To be solely responsible for taking insurance of the Flat and the goods in the Flat at its own cost and expenses.
- 9.7 To never do or permit to be done any act or thing which may render the insurance of the Flat and/ or any part of or the building as a whole, void, or cause the increased premium to be payable in respect thereof.
- 9.8 Not to do or suffer anything to be done in or about the Flat which may tend to cause damage to any flooring or ceiling or any space over/ below or adjacent to the Flat or in any manner nor shall he/she 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.
- 9.9 To never interfere with the use of any open spaces, garden/park, passages and / or any amenities available for common use.
- 9.10 Not to demolish the Flat or any part thereof nor will he/she at any time make or cause to be made any additions or alterations of any nature to the said Flat 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 Sellers / Association of Owners, as the case may be.
- 9.11 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 Flat which in the opinion of the Sellers differ from the color scheme or elevation of the building. The Purchaser 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 Flat without the written permission of the Sellers.
- 9.12 Not to close/ cover the verandah or balconies or terraces or common passages or common corridors or staircase even if the particular floor(s) are occupied by the same party.
- 9.13 All fittings and fixtures including but limited to air conditioners, coolers, etc. shall be installed by the Purchaser at place earmarked or approved by the Sellers / Association of Owners and nowhere else.

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- 9.14 Not to decorate the exterior of the Flat otherwise than in the manner agreed with the Sellers or in the manner as similar as may be in which the same was previously decorated.
- 9.15 To abide by the covenants herein agreed and ensure that they shall be made binding legally on the occupiers / Lessee(s) as part of the terms and conditions between the Purchaser and the Occupier(s) / Lessee(s) and defaults of the Occupier(s) / Lessee(s) shall be treated as that of the Purchaser.
- 9.16 To plan and distribute the Flat's electric load in conformity with the electric systems installed by the Sellers and thereafter by the Association of Owners / Maintenance Agency. The Purchaser shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 9.17 To enable the Sellers/ Maintenance Agency / Association of Owners, to deal effectively with the security of the Apartments/Project and maintenance of order therein, the entry be regulated. For this purpose, the Purchaser agrees that the Sellers/ Maintenance Agency / Association of Owners 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/occupant to come to the gate to personally escort the persons from the gate to he/she 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 s / Maintenance Agency/ Association of Owners.
- 9.18 The Association of Owners shall have the irrevocable right, to be exercised by the Board or Manager to have access to each apartment/Flat from time to time during reasonable hours for the maintenance, repairs or replacement of any of the Common areas or Facilities therein, or accessible there from, or for making emergency repairs therein necessary to prevent damage to the Common areas and Facilities or to any other Apartments/Flats.

10. RIGHTS OF SELLERS

The Purchaser hereby confirms and unconditionally agrees that:

10.1 The Sellers 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 Sellers which will be solely entitled to sell/transfer/ use / deal it in any manner.

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- 10.2 That the Sellers 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.
- 10.3 The Sellers, 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 shall not raise any objection with respect to the same.
- 10.4 In case the Sellers or it's 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/RWA/Association of Allottees shall confirm that he/she shall extend necessary cooperation in that regard.
- 10.5 Convenient shops, Stores, dining hall, ATM space, Kiosk, etc. Built-in any part of the said Project/ whole project is in the nature of the saleable Flats and therefore shall be the exclusive property of the Sellers and it shall be free to deal with it.
- 10.6 The ownership of Club in the project shall remain with the Developer and the same may be transferred to any person(s) / agency for its maintenance & operation thereof. It shall be incumbent on all the Allottee(s) to become the member of the club and pay the Membership Fees as well as monthly subscription charges as may be determined by the Developer / nominated person(s)/ Agency for smooth and proper running of facilities irrespective of the fact whether (i) Allottee(s) is using the facilities or not (ii) Possession of the said Flat has been taken over or not. Further, allottee is bound with the rules and regulations as decided by the club management from time to time for its members. Payment for Club Membership fee and subscription will only entitle allottee for the entry to 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

11.1 The Sellers have 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 project. Therefore, it has been clearly explained by the Sellers to the Purchaser and further agreed by the Purchaser that the Common areas and facilities of the Whole project along with the Common areas and facilities of the said project are common and buyers of the whole project are equally eligible to use the same. The Purchaser of the Whole project shall have equal rights in the Common areas and facilities

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of the whole project and the Purchaser shall not obstruct and/or cause any hindrance to any buyer(s) belonging to any phase/ Tower in the Whole project.

- 11.2 That the Purchaser 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 of all his/her 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 agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.
- The Purchaser agrees and confirms that the right to use the common areas and facilities shall be governed by the Sellers till the formation of the association and as per the maintenance agreement/ bylaws/ maintenance guidelines as prescribed by the association formed in this respect. The Purchaser shall have no claim, right, title or interest of any nature or kind in respect of any unsold Flats 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 Sellers until any right or title of any of such assets or property is specifically transferred or assigned by the Sellers to the Society or any other Purchaser/Person(s). Thus, except the ownership rights of the Flat 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 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.
- 11.4 That the Purchaser shall at no time demand partition of his/her interest in the said land and building and any part thereof. It is hereby agreed and declared by the Purchaser that his/her interest in the said land and building is undivided, impartible and it is agreed that the Sellers shall not be liable to execute any assignment or any other document in respect of the exact undivided, impartibly underneath share of the Purchaser in the said land.
- 11.5 The Common areas and facilities shall not be transferred and remain undivided and the Purchaser and no other Flat 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.

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- 11.6 That the Purchaser 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.
- 11.7 As per applicable laws, Sellers have made provision for parking. Purchaser will have the right to use of parking Space separately allotted by the Sellers for parking purposes only. The Purchaser hereby undertakes that he shall not enclose the said parking space in any manner or use it for any purpose other than parking and he/she shall be deemed to be only a licensee of the parking space. The Purchaser agrees that the parking space allotted to him is inseparable and integral part of the said Flat. In case of the sale/transfer of the Flat to a new buyer(s), the parking earmarked with the Flat shall also be automatically transferred to such a new buyer.
- 11.8 The Purchaser shall not be entitled to put his/her hoardings or permit other persons to put his/her hoardings within/ outside the building.

12. NATURE OF FLAT TO BE OWNED BY THE PURCHASER

- 12.1 That the said Flat hereby conveyed be used for residential purposes only. That the Purchaser is entitled to transfer the aforesaid Flat by way of sale or of any other legal mode.
- 12.2 That the Sellers hereby agree and assure the Purchaser to help and assist the Purchaser in getting the Flat transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the Purchaser shall have full right to get the Flat transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.
- 12.3 That except Ownership rights in the construction of the said Flat hereby sold; Purchaser 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 of the said Flat shall have only the right to use all common facilities except as hereinabove provided.

13. PAYMENT OF TAXES AND OTHERS DUES

- 13.1 THAT the Purchaser will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Flat by any authority or body or Govt. from time to time.
- 13.2 THAT the Sellers shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Flat by any authority or body or Govt. till the date of offer possession/actual possession or date of execution of this deed, whichever is earlier.

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13.3 THAT in case any dues are outstanding against the Sellers or his predecessors in interest in respect of Flat hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the Sellers and not the Purchaser.

14. MAINTENANCE

- 14.1 THAT the Purchaser shall be liable to pay Interest-Free Maintenance Security (IFMS) to the Sellers and also liable to pay recurring Maintenance Charges on monthly basis to Sellers /Authorized Agency/RWA, as the case may be. The IFMS shall be transferred to the Association of Owners at the time of handing over the maintenance of the common areas and facilities of the Project to the Association of Owners without any interest. IFMS shall be nonrefundable in all respects.
- 14.2 That the Purchaser further agrees to pay advance 12 Months Recurring Maintenance Charges (excluding Tax as applicable) and also keeping in view of the actual cost of maintenance. She agrees to pay the enhanced rate of such maintenance charges for which the necessary notice will be given by the Sellers /Authorized Agency to the purchaser.
- 14.3 That if the Purchaser defaults or fails or neglects or refuses to make payment of the aforesaid maintenance charges, then Shalimar Corp Ltd/Authorized Agency will be entitled to recover the same through Court of Law at the cost of the Purchaser.
- 14.4 That the Sellers will maintain the premises till the formation of Society by the residents of SHERE'S SHALIMAR MANNAT EXTENSION.

15. ELECTRIC CONNECTION

15.1 THAT the Purchaser shall take his/her own electric connection from the UPPCL Electric supply undertaking and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The Purchaser shall obtain a "No Objection Certificate" from the sellers for its purpose. All Fittings like bulb, tube fittings, fans, coolers, air-conditioners, etc. will be installed by the Purchaser and the same shall be the exclusive property of the Purchaser.

16. DEFECT LIABILITY:

THAT 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 Sellers as per the agreement relating to such development is brought to the notice of the Sellers within a period of 5 (five) years by the Purchaser from the date offer for possession or the date of obligation of the Sellers to give the possession to the Purchaser, or the date of possession decided by Sellers

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on which it offers possession to Purchaser, whichever is earlier, it shall be the duty of the Sellers to rectify such defect without further charge, within thirty days, and in the event of Sellers 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 act of the Purchaser and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the Purchaser/Association of Owners and/or any damaged caused due to Force Majeure shall not be covered under this clause. Provided that, the Sellers shall not be liable for, any such structural/ architectural defect induced by the Purchaser by means of carrying out structural or architectural changes from the original specifications/ design.

In case of any structural defect pointed by the Purchaser, the same shall be referred to a registered architect or engineer, as deputed by the Sellers and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Purchaser 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 Sellers:

Inclusions

- Structural seepage issues (except any alteration done by Purchaser;
- 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 a 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;
- Any defect which is established to have occurred on account of negligence or use of inferior materials by the Sellers, and
- Notwithstanding anything contained in this clause, the following exclusions are made in relation to defect liability of the Sellers:

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;

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- 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 nonoccupancy of the Flat for a long time (especially during the 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 equipment, 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:

The Purchaser understands that if he, at any time -

- a) violates or fails to abide by the terms and conditions of this Deed and/ or
- fails to fulfill his/her 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 Sellers 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 Sellers with respect to the project;

then Sellers shall be entitled to take all such steps that may be required to enforce the Purchaser 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 Sellers may decide.

18. EXPENSES IN RESPECT OF SALE DEED

18.1 The Purchaser shall participate in the registration of this deed of the Flat, as provided under sub-section (1) of section 17 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act").

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18.2 That all the expenses for execution and registration of this sale deed shall be borne by the Purchaser 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.

19. FORMATION OF SOCIETY:

THAT after handing over the possession of the Flat to the Purchaser, till the formation of society, the Shalimar Corp Ltd./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 Flat, the built-up area of which is hereby sold, and all respective Purchaser shall pay to the Shalimar Corp Limited 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 shall pay to the society as decided by the same from time to time, for which the necessary notice will be given by the Sellers /Authorized Agency to the Purchaser and on default of the Purchaser or failing or neglecting or refusing to make Payments of the said maintenance charges, sellers /Authorized Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser. That the Purchaser or his/her subsequent buyers shall always be liable to abide by and comply with the byelaws and rules and regulations of such Maintenance Society.

20. LIABILITY OF PURCHASER

- 20.1 THAT before transfer of the said Flat either by Purchaser or any of his/her transferees, the Purchaser or any of his/her transferee shall have to obtain the 'No Objection Certificate' from the 'Shalimar Corp Ltd./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 or any of his/her transferee(s) transfer the said Flat without obtaining the said 'No Objection Certificate' from the 'Shalimar Corp Ltd./Authorized Agency/Society' then in that event the new owner or owners of the said Flat 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 Flat, to Shalimar Corp Ltd./Authorized Agency.
- 20.2 THAT in case of resale of the Flat by the Purchaser, the transferee shall always be bound by the terms and conditions contained herein.
- 20.3 THAT the Purchaser 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.

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- 20.4 THAT the Purchaser shall keep the Flat in good condition so as not to endanger, the safety of the Flats 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 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 Flat 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 of the respective Flats. The purchaser 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 the Purchasers as described hereinabove.
- 20.5 THAT neither Purchaser nor the Sellers 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 Flats shall have a right to remove such obstructions forthwith with the cost of the wrongdoers.
- 20.6 THAT the Purchaser shall not at any time dig, demolish or cause to be dug or demolish any part of the said building.
- 20.7 THAT the Purchaser 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/her Flat or in any other part of the said building.
- 20.8 THAT the Purchaser 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 Sellers /Maintenance Agency/Association of Owners shall be entitled to remove the same without giving any notice to the Purchaser and to take them in its custody at the risk and responsibility of the Purchaser and no claim shall be made by the Purchaser against the Sellers / Maintenance Agency / Association of Owners in respect of such goods. The Purchaser / occupants shall dispose of the waste in accordance with the rules regarding the same, as set out by the Sellers / Association of Owners.
- 20.9 THAT this Sale Deed is the only conveyance or the document conferring the title in respect of the said Flat to the Purchaser 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 Sellers after the date of registration of this Sale Deed.

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21. NOTICE

THAT all letters, circulars, receipts and / or notices issued by Sellers dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the Purchaser given hereinabove will be sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge the Sellers in respect of the same.

22. INDEMNIFICATION

- 22.1 THAT if any relative, successors, heirs of Sellers or any person claims any right or privileges in respect of the Flat hereby transferred it shall be rendered illegal and void by virtue of present Sale Deed and if the Purchaser is deprived of aforesaid Flat by reason of any defect in the title, the sellers hereby undertake to indemnify the Purchaser against all losses suffered by the Purchaser due to such loss or losses.
- 22.2 THAT the Purchaser hereby indemnifies and agrees to keep the Sellers indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the Sellers 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 in respect of the said Flat from the date of execution of this Deed.

23. WAIVER

THAT any delay tolerated or indulgence shown by the Sellers in enforcing any of the terms of this Deed or any forbearance or extension of time given to the Purchaser to fulfill their obligations and abide by the terms of this Deed shall not be construed as a waiver on the part of the Sellers or any breach or noncompliance of any of the terms and conditions of this Deed by the Purchaser nor shall the same in any manner prejudice or affect the rights of the Sellers.

24. SPECIFIC PERFORMANCE

THAT the Sellers 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 Sellers may have, the Sellers 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 Sellers may have under law or in equity or pursuant hereto.

Shalimar Colp. Ltd.





25. SEVERABILITY

THAT 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 Deed 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

THAT 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 Sellers shall appoint the Sole Arbitrator 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 the other cost of arbitration shall be borne by the Parties in equal proportions.

29. SAVINGS

THAT any brochure, application, letter, allotment letter or any other document signed by the Purchaser, in respect of the Flat, or building, as the case may be, prior to the execution and registration of this deed for such Flat, shall not be

Shalimar Corp. Ltd.





construed to limit the rights and interests of the Purchaser or the Sellers under this deed, under the Act, the rules or the regulations made there under.

30. ASSIGNMENT

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

- 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.
- THAT the identification of the Parties has been done on the basis of the documents provided by them.
- THAT the Seller No.1 is an Indian Company duly registered under the Companies Act and the purchasers are the Indian citizen and none of them belongs to SC/ST category.
- THAT within 50 meters radius of the flat hereby sold, no commercial activity is being run.

VALUATION AS PER CIRCLE RATE

1. LOCATION OF ROAD

THAT the Flat transferred under this deed is situated at Village Mohammadpur Chowki, Pargana- Dewa, Tehsil- Nawabganj, Distt. Barabanki which is on main Lucknow-Faizabad Road, given in Circle Rate List, issued by Collector, Barabanki.

2. CALCULATION

A) Proportionate area in undivided land
The total land area of the project is 26,773.83
total salable area of the project is 75,772 sq.
mts. and total sold area is 87.60 Sq. Mtr. only
and as such, the proportionate area in the
undivided land is (26773.83 sq. mtr X 87.60
sq. mtr./75772 sq. mtr) = 30.95 sq. mtr., only
and as per circle rate list as circulated by the
Collector, the valuation of the land of the
locality is Rs.32,000/- only and as such, the

Rs.9,90,400/- only

Shalindar of To. Ltd.

Authorized Signatory

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	valuation of the proportionate area in the undivided land being 30.95 sq. mts. X 32,000/- comes to Rs. 9,90,400/- only.	
B)	Carpet area The carpet area of the flat hereby sold is 87.60 sq. mtr and as per circle rate list as circulated by the Collector, the valuation of the construction of the locality is Rs.45,000/-per Sq Mtr. only and as such, the valuation of the carpet area (87.60 sq. mtrs. x Rs. 45,000/-) comes to Rs. 39,42,000/- only.	Rs. 39,42,000/- only
C)	Additional valuation as per amenities/facilities The project has number of amenities and facilities and as such, 15% of the total valuation of the land and super area, i.e. Rs.49,32,400/- only is applicable here which comes to Rs.7,39,860/- only.	Rs.7,39,860/- only
D)	Total valuation of the flat sold Proportionate land + carpet area + additional valuation on amenities / facilities Rs.56,72,260/- only. Since the said Unit is situated on 07th floor therefore 4% rebate is provided and thus after deduction of 4% in rate the valuation of the said Unit comes to Rs.54,45,370/-	Rs.54,45,370/- only
E)	Stamp duty paid The valuation of the flat hereby sold is Rs.54,45,370/- only and its sale-consideration is Rs.54,34,140/- and as the market value is higher, the stamp duty @ 7% comes to Rs.3,81,220/- is applicable as per G.O. No. S. V. K. N 5-2756 /11-2008-500 (165)/ 2007 dated 30.06.2008, As the PURCHASER being Female hence there is a deduction of Rs.10,000/= is applicable, thus the stamp duty of Rs.3,74,300/- has been paid vide E-Stamp Certificate No. IN-UP04388139201584W dated 08.07.2024.	Rs.3,74,300/- only

Shalimar, Corp. Ltd.



विक्रय पत्र

वहीं स०: 1

रजिस्ट्रेशन स०: 19574

वर्ष: 2024

प्रतिफल- 5434140 स्टाम्प शुल्क- 374300 बाजारी मूल्य - 5445370 पंजीकरण शुल्क - 54460 प्रतिलिपिकरण शुल्क - 140 योग : 54600

सुश्री प्रीतिमाला चतुर्वेदी . पुत्री श्री स्व॰ धर्मेन्द्र कुमार चतुर्वेदी

व्यवसाय: अन्य

निवासी: न्यू सिविल कोर्ट, बहराइच रोड, इन्फ्रन्ट ऑफ कलेक्ट्रेट बडा धुशहा, बलरामपुर,

ने यह लेखपत्र इस कार्यालय में दिनोंक 20/07/2024 एवं 11:32:28 AM बजे निबंधन हेतु पेश किया।





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबंधक :सदर वाराबंकी 20/07/2024

सूर्य प्रेकाश पाण्डेय निबंधक लिपिक 20/07/2024

प्रिंट करें



SCHEDULE OF PAYMENT

S. No.	Instrument Date	Instrument No	Basic Amount
1	26-10-2021	129913753624	60,000.00
2	22-04-2024	N113242998980797	5,34,706.00
3	14-06-2024	N/A	54,923.00
4	14-08-2021	754750	2,38,095.00
5	24-08-2021	123609983188	95,238.00
6	24-08-2021	123675410534	27,734.00
7	04-10-2023	327720842425	60,000.00
8	07-05-2022	N127221948118371	3,19,121.00
9	04+05-2022	212417875289	60,000.42
10	05-10-2023	N278232672494832	3,19,121.00
11	03-06-2022	215415638890	60,000.00
12	06-06-2022	N157221987016362	3,19,121.00
13	25-09-2021	SBIN202109255043807549	1,92,822.00
14	27-09-2021	N/A	3,473.00
15	11-10-2021	N284211670803797	2,84,239.00
16	19-10-2021	N292211678752276	5,94,441.00
17	28-10-2021	N301211689951429	1,92,889.00
18	03-11-2023	N307232718717603	3,79,121.58
19	04-01-2022	SBIN322004298272	60,000.00
20	05-01-2022	N005221780096238	3,19,216.00
21	03-03-2022	206209793799	60,000.00
22	04-03-2022	N063221858636327	3,19,120.00
23	09-11-2022	231310867204	60,000,00
24	11-11-2022	N315222202695073	3,19,121.00
25	09-12-2022	234312705936	60,000.00
26	13-12-2022	N347222246449814	3,19,121.00
27	10-10-2021	128320603380	1,22,517.00
	h.	54,34,140.00	

Thus the Total Sale Consideration of Rs.54,34,140/- (Rupees Fifty Four Lacs Thirty Four Thousand One Hundred Forty Only), have been received by the Seller.

SCHEDULE OF PROPERTY

Flat No.701 (Seven Hundred One) on the 07th (Seventh) Floor in Tower K2, having a Carpet area measuring 942.60 sq. fts. i.e. 87.60 Sq. Mt. (Eighty Seven Point Six Zero Square Meters Only), Category- 3BHK, in the residential Project known as "SHERE'S SHALIMAR MANNAT" Situated at Mohammadpur Chowki, Lucknow - Faizabad Road, Pargana- Dewa, Tehsil- Nawabganj, Distt. Barabanki bounded as under:-

EAST : Corridor Thereafter Unit No.K2-1002

WEST : Open to Sky NORTH : Open to Sky SOUTH : Unit No.K2-704

Shalimar Oprp. Ltd.



बही स०: 1

रजिस्ट्रेशन स०: 19574

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त विक्रेताः 1

श्री शालीमार कॉप लि॰ द्वारा अधि॰ ह॰ सैय्यद अनवर महमूद रिजवी के द्वारा विचित्र पाण्डेय, पुत्र श्री स्व॰ दिनेश कुमार पाण्डेय

निवासी: 970 नवी कोट, नन्द्रजा, ब्रीकेटी, लखनऊ

व्यवसाय: वकालत

केताः १





सुश्री प्रीतिमाला चतुर्वेदी, पुत्री श्री स्व॰ धर्मेन्द्र कुमार चतुर्वेदी निवासी: न्यू सिविल कोर्ट, बहराइन रोड, इन्फ्रन्ट ऑफ कलेक्ट्रेट बडा धुशहा, बलरामपुर, उ०प्र०

व्यवसाय: अन्य (





ने निष्पादन स्वीकार किया । जिनकी पहचान पहचानकर्ता : 1

श्री गौरव चतुर्वेदी , पुत्र श्री स्व॰ धर्मेन्द्र कुमार चतुर्वेदी

व्यवसाय: अन्य

पहचानकर्ता : 2

निवासी: पी-905, पान ओसिस, सेक्टर-70, नोएडा, उ०प्र०

श्री सुजीय बेगर्जी, पुत्र श्री संजीव बेनर्जी

निवासी: 154, मियां ब्राजार, खतारी बाग, गोरखपुर, उ०प्र०

व्यवसाय: अन्य





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की । प्रत्यक्षत:शद्र साक्षियों के निशान अंगूठे नियनानुसार लिए गए है।

टिप्पणी :विक्रेता ने प्रलेखानुसार प्रतिफल की प्राप्ति खीकार किया जिसकी पुष्टि बयान से कर ली गयी है।

उप निबंधक : सदर बाराबंकी 0/07/2024

सूर्य प्रकाश प्राण्डेय निबंधक लिपिक बाराबंकी

20/07/2024

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. Gaurav Chaturvedi

S/o Late Dharmendra Kumar Chaturvedi R/o P-905, Pan Oasis, Sector 70, Noida, Uttar Pardesh, Aadhar No.XXXXXXXXX2541

Mob. No.7905827370

through Authorized Signatory
SYED ANWAR MAHMOOD RIZVI SELLER

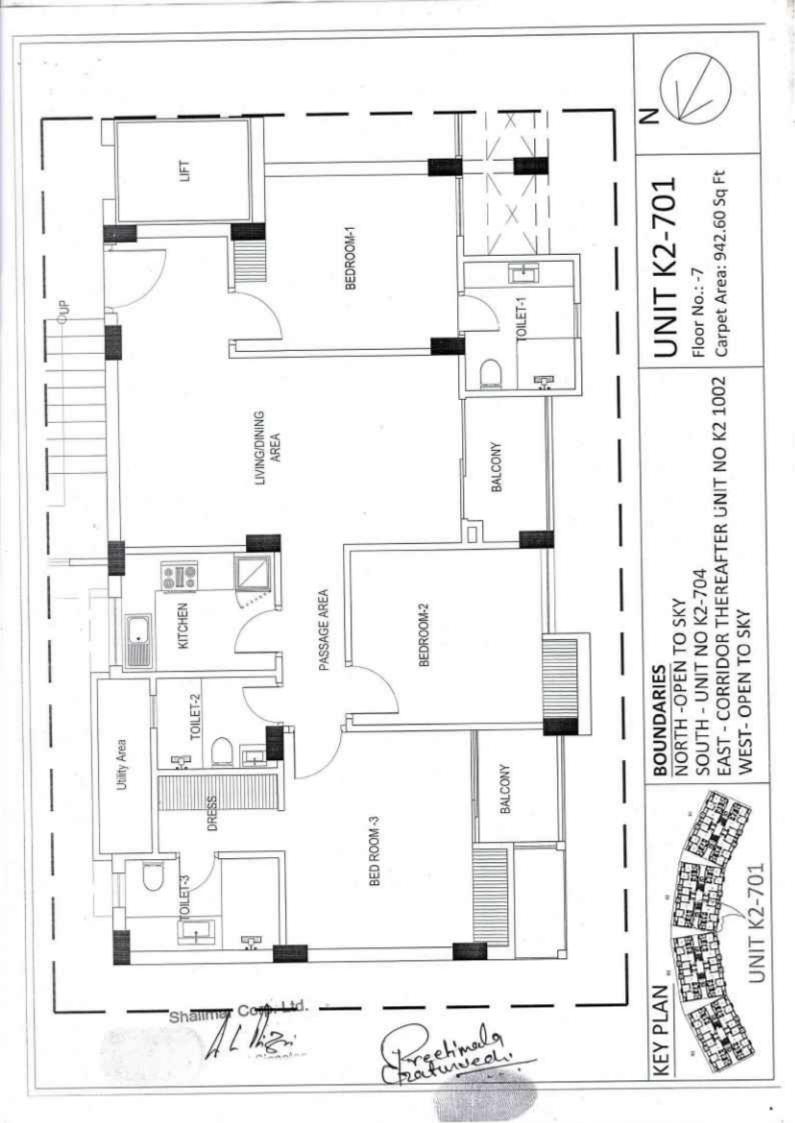
Sujoy Banerji S/o Sanjiv Banerji R/o 154, Miyan Bazar Uttari Bhag, Gorakhpur, U.P. Aadhar No.XXXXXXXX7070 Mob. No.

MS. PREETIMALA CHATURVEDI PURCHASER



Drafted and Typed by the Law office of:-Charan D S Bedi (Adv) Mob No.9935717131





आवेदन सं०: 202400898025140

बही संख्या । जिल्द संख्या 17812 के पृष्ठ 1 से 52 तक क्रमांक 19574 पर दिनाँक 20/07/2024 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के तस्ताक्षर

प<u>्राचित्र स्</u>री उप निबंधक : सदर बाराबंकी 20/07/2024

