

DETAILS OF INSTRUMENT IN SHORT

1.	Category of Property	:	Commercial
2.	Pargana	:	Bijnour
3.	Mohalla	:	Kallipaschim
4.	Detail of Property	:	Commercial shop/banquet hall/service apartment / commercial space, in Project " Omaxe Metrocity Commercial-2 Phase- 4 " , registered as Commercial-2, City Center/Zonal Shopping Omaxe Metro City, Lucknow situated at Village-Kallipaschim, District-Lucknow (UP)
5.	Unit of Measurement	:	In Square Meter
6.	V-Code	:	1044
7.	Covered Area of the Unit Sold	:	.....
8.	Land Area	:	.....
9.	Type of Property	:	.....
10.	Location of Road	:	.....
11.	Condition	:	Finished.
12.	Sale Consideration	:	Rs.
13.	Valuation	:	Rs.
14.	Stamp Duty	:	Rs.
	Boundaries		
	East	:	.....
	West	:	.....
	North	:	.....
	South	:	.....

Number of Vendor/Seller : 01

Number of
Vendee/Purchaser(s) :

Details of Seller:

Garv Buildtech Pvt. Ltd. (CIN no. U45400DL2008PTC179470), a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 10, LSC, Kalkaji, New Delhi-110019 and its Regional Office at Cyber Tower, 2nd Floor, TC-34/V2, Vibhuti khand, Gomti Nagar, Lucknow, Uttar Pradesh-226010 (PAN AADCG1919Q), represented by its authorized signatory (Aadhar no.) authorized *vide* board resolution dated hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

Details of Purchaser:

.....
.....
.....

SALE DEED

THIS DEED OF SALE is made at Lucknow, U.P. on thisday of 2021

BY AND BETWEEN

Details of Seller:

Garv Buildtech Pvt. Ltd. (CIN no. U45400DL2008PTC179470), a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 10, LSC, Kalkaji, New Delhi-110019 and its Regional Office at Cyber Tower, 2nd Floor, TC-34/V2, Vibhuti khand, Gomti Nagar, Lucknow, Uttar Pradesh-226010 (PAN AADCG1919Q), represented by its authorized signatory (Aadhar no.) authorized *vide* board resolution dated hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

AND

.....
.....
.....
..... (hereinafter referred to as the "**Vendee**". (which expression shall, unless repugnant to the context hereof, mean and include all his heirs, successors, legal representatives, executors, and assigns) of the Second Part.

The Vendors and the Vendee are hereinafter collectively referred to as the "Parties" and individually as the "Party" as the context demands.

WHEREAS:

- A. The Promoter along with others are the absolute and lawful owner of land admeasuring square meters (hereinafter referred to as the “**said Land**”) situated at **Village-Kallipaschim, District-Lucknow (UP)**, which is a parcel of the land admeasuring square meters of **Commercial-2, City Center/Zonal Shopping Omaxe Metro City, Lucknow** more specifically provided in **Annexure-A** vide sale deed(s) duly registered with the office of the Sub-Registrar, Lucknow, (U.P.) Apart from above Lucknow Development Authority has granted the Promoter lease of land under ceiling vide Lease Deed dated 21.10.2011 registered as document no. 15275 of 2011 vide Book no.1, Volume No.13335 at pages 339 to 406 at the office of the Sub-Registrar-I, Lucknow, (U.P.). Similarly, Lucknow Development Authority has also granted the Promoter lease of Gram Sabha land vide Lease Deed dated 15.06.2011 registered as document no. 8611 of 2011 vide Book no.1, Volume No.12876 at pages 85 to 188 at the office of the Sub-Registrar-I, Lucknow, (U.P.).
- B. The Developer has developed a **Commercial** shop/banquet hall/service apartment/commercial space as per the approved Layout Plan vide Permit No: **MAP20190902135146153** dated **14-07-2020** in respect thereof by the Lucknow Development Authority on the said Land and has named it as the “**COMMERCIAL-2, CITY CENTER/ZONAL SHOPPING OMAXE METRO CITY, LUCKNOW** .(Hereinafter referred to as the “**Said Project**”) and completion certificate has been issued on
- C. The Developer has constructed a commercial building within the said Project in accordance with the building plans sanctioned by Lucknow Development Authority (LDA), hereinafter called the “**said Building**”, and named “Commercial Plot”.
- D. The Developer prior to the proceedings under section 21 & 23(1) of the Companies Act, 1956 and consequential grant of fresh Certificate of Incorporation thereunder dated 06/06/2006 by the Registrar of Companies, was earlier known as Omaxe Construction Limited.
- E. The Vendor agreed to allot to the Vendee and the Vendee had agreed to purchase Commercial shop/banquet hall/service apartment / commercial space - No. **of the Floor** the said Building having **super area sq. mtrs.** (..... Sq. ft.), **covered area sq. mtrs** (..... sq. ft.), **common area of Sq. mtrs** (..... Sq. ft.), proportionate land in respect thereof admeasuring **Sq. mtrs** (..... Sq. ft.) approximate and together with proportionate undivided interest in the common areas and facilities in the said building and in the land underneath the said Project, and hereinafter called “**said Unit**” for an agreed consideration, as mentioned hereinafter, and in accordance with the terms and conditions as contained in the Allotment Letter dated (hereinafter referred to as the “**Allotment Letter**”) executed between the Vendor and the Vendee Developer to his/her/their/its complete satisfaction as to the covenants enumerated therein, s.

- F. The Vendor is well and sufficiently entitled to sell the various developed sellable area(s)/units in **said Building within the said Project** comprising of various types of Commercial space -Shop(s) of various sizes and dimensions forming part of the approved Layout plan of the Colony.
- G. No one besides the Vendor has any interest, right or claim of any kind in the said Building which at the date hereof is free from all encumbrances and legal disputes and the Vendor has full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.
- H. The Vendee, having paid the total consideration to the Vendor, is entitled to get the sale deed executed and registered in his name, in respect of the said Unit, and the same is being executed and registered, as under:

NOW THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. CONSIDERATION & POSSESSION OF THE SAID UNIT:

- (i) That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration for a sum of **Rs./-** (.....**Only**), already paid by the Vendee to the Vendor, along the receipt whereof the Vendor do hereby admit and acknowledge, the Vendor do hereby sell, transfer, convey, assure and assign unto the Vendee, the said Unit , together with proportionate rights in the common areas and facilities including all ways, paths, passages, easements, and appurtenances whatsoever to the said Unit to Have, Hold and Enjoy the same unto the Vendee, absolutely and forever.
- (ii) It is further clarified to the Vendee that the Vendor has calculated the sale price payable for the said Unit on the basis of its Super area which comprises of the covered area and pro-rata share of the common areas and facilities within the said building only. The Vendor make it abundantly clear to the Vendee that he will be entitled to the ownership rights and rights of the said Unit consisting of the covered area only. The covered area of the said Unit shall mean the entire area enclosed by its periphery walls including but not limited to area under walls, columns, as well as area of loft/ Mezzanine, if any, half the area of walls common with other Unit adjoining the demised Unit, all of which form integral part of the demised Unit. The covered area is included in the computation of super area.
- a) That the Vendee shall always keep and maintain 4 walls, the floor and ceiling of the premises hereby transferred intact and under substantially good repaired condition and shall not do or cause to be done any act or deed where by 4 walls floor and the ceiling are damaged.
- b) That the Vendee shall have proportionate impartible undivided interest in the land under and appurtenant to the said Building as well as in the common services areas in the said Building in proportion to the area of the premises hereby transferred and the Vendee at no point of time, shall have a right to claim partition or sub-division of the impartible interest in the land and common services which shall be un-severable from the joint interest of the other allottee (s) and occupants of the said Building.

- c) That save and except the built-up / covered area area hereby demised, the Vendee shall have no claim, right, title or interest of any kind in remaining part of the said Building except the right of ingress and egress in respect of all or any common area such as lobby, stair case etc.
- d) That the Vendee shall in no way be entitled to block the common areas as corridor, lobby, stairs, entrance, exit, parking etc. in the said Building and in case any such encroachment on common services & facility areas is found to be made by the Vendee, the same shall be removed forthwith without any notice at the cost and expense of the Vendee.
- e) The Vendee shall keep the said Unit, the walls and partitions, sewers, drains, pipes and appurtenance thereto, as applicable, in good tenable repair state or condition and maintain the same in a fit and proper condition in particular so as to support, shelter and protect the parts of the said building other than the said Unit and shall abide by all laws, bye-laws, rules and regulations of the Government, Local/ Municipal Authorities and/or any other authorities and Local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws or rules and regulations.
- f) The Vendee shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring or ceiling to any Unit over, below or adjacent to the said Unit or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use or encroachment thereof. The Vendee hereby indemnifies the Vendor against any penal action, damages or loss due to misuse for which the Vendee shall be solely responsible. Further the Vendee shall not make any structural modifications or alterations in the said Unit or in the installations provided therein which will effect or damage any portion of the said Unit or adjoining Unit or to the said Building. Further, the Vendee/occupant of the "Said Unit" shall obtain prior written permission from the Vendor for installation of Air Conditioners/Air-Coolers/Air Fresheners/ Exhaust Fans/ Chimney's etc. However, the Vendee shall not be permitted to fix/install the Air Conditioners/ Air-Coolers/ Air Fresheners/ Exhaust Fans/ Chimney's etc. at any place other than the space(s) provided for in the Building design or project or open them in the inside passage, common areas or in the staircase, and shall ensure that no water drips from Air Conditioners/ Air-Coolers or smoke from Chimney's shall be allowed.
- g) It is clarified that the Electric, Water, Sewerage Connection charges etc. and other charges are not included in the aforesaid consideration and shall be payable by the Vendee in addition to the consideration of the said Unit. The Vendee shall pay the following amounts, on demand, to the Developer/Vendor as may be determined at the time of providing necessary connections from the Main line laid along the road servicing the said Unit or as the case may be..
- h) The cost of development of the said Unit is escalation-free, save and except increases, which the Vendee/Vendee hereby agrees to pay due to increase in area, increase in External Development charges, Government rates, taxes, cess

etc. and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time.

- i) The vacant and peaceful possession of the said Unit has been delivered to the Vendee simultaneously with the signing and execution of this Deed and the Vendee confirms the taking over of the possession of the said Unit as is where is basis after satisfying himself/herself/themselves as to the area of the said Unit and the Vendee has agreed not to raise any dispute at any time in future on this account.

2. VENDOR'S COVENANTS WITH THE VENDEE:

- a) That the absolute interest which they prefer to transfer/demise by way of this Deed subsists and that they have good right, full power and authority to convey the said Unit.
- b) That the said Unit is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the said Unit or any part thereof the Developer/Vendor shall indemnify the Vendee.
- c) The Developer/Vendor shall be responsible for providing internal services within the said Project which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned Local Authority up to the periphery of the said Project.

3. VENDEE'S COVENANTS WITH THE VENDOR:

- a) That the Vendee undertakes that the said Unit shall always be used for commercial purpose only. Any change in the specified use, which is not in consonance with the theme of the said Project/Colony or is detrimental to the public interest will be treated as a breach of the condition entitling the Developer/Vendor/ Maintenance Agency to initiate and seek appropriate legal remedy against the Vendee for such violation.
- b) The Vendee further assures that whenever the title of Vendee in the said Unit is transferred in any manner whatsoever, such subsequent transferee shall be bound by all covenants and conditions contained in this Deed and Allotment Letter dated and the Maintenance Agreement referred to elsewhere herein and subsequent transferee be answerable in all respects thereof in so far as the same may be applicable to, affect and relate to the said Unit.
- c) That whenever the title of the said Unit is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall within 30 days of transfer give notice of such transfer in writing to the Vendors and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency

before effecting the transfer of the said Unit failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Unit.

- d) The Vendee hereby undertakes to pay directly to the Local Government/Central Govt./Local Authority or the LDA existing or to exist in future all rates, taxes, charges and assessments of every description including Cess etc., which are now or may at any time hereafter be assessed, charged or imposed upon the said Unit and building constructed thereon, from time to time and at all times from the date of allotment of the said Unit by the Developer/Vendor.
- e) The Vendee shall also be liable to pay to the Developer/Vendor the charges, pro-rata as may be determined by the Developer/Vendor or its nominated Maintenance Agency, for maintaining various services and facilities in the said project where the said Unit is situated until the same are handed over to a local Body/Authority for maintenance. All such charges shall be payable and be paid by the Vendee to the Developer/ Vendor/ Maintenance Agency periodically as and when demanded by the Developer/ Vendor/ Maintenance Agency. The pro-rata share so determined by the Developer/ Vendor/ Maintenance Agency shall be final and binding on the Vendee.
- f) The Vendee further agrees and undertakes to pay any amount demanded or expenses incurred by the Developer/Vendor for providing external development works not provided by the Authority at its own cost.
- g) The Vendee undertakes to pay to the /Vendor, on demand, any liability, may be with retrospective effect which has not been demanded by Developer/ Vendor or the concerned Authority in the shape and manner of any increase in the External Development Charges/ any other charges levied, by whatever name called or in whatever form, existing or to exist in future all rates, taxes, charges and assessments of every description including cess etc., which are now or may at any time hereinafter be assessed, charged or imposed upon the said Unit and/or project constructed thereon/ , from time to time and at all times from the date of allotment of the said Unit by the Developer/Vendor and with all such conditions imposed by the Uttar Pradesh Government and/or any competent authority(ies) and such increase in External Development Charges/ any other charges shall be borne and paid by the Vendee in proportion to the area of the said Unit to the total area of all the commercial spaces in the said Project as determined by the Developer/Vendor and any such unpaid charges shall be treated as unpaid sale price of the said Unit and the Developer/Vendor shall have the first charge/lien on the said Unit for recovery of such charges from the Vendee.
- h) The Vendee specifically agrees to pay directly or if paid by the Developer/Vendor then reimburse to the Developer/Vendor on demand any Govt. levies, Property Taxes, other charges etc. including cess livable in future on the said Land and/or Project developed/ constructed on the said Land or the said Unit, as the case may be, as assessable/applicable in respect of the said Unit to the Vendee and the same shall be borne and paid by the Vendee in proportion

to the area of the said Unit to the area of all the entire Commercial Space -Shop in the said Building/Project as determined by the Developer/Vendor.

- i) That the Vendee hereby agrees to pay the following other charges on demand to the Developer/Vendor:
 - (i) That the standard of internal development has been defined by the Developer/Vendor and in case of any change at a later stage in the specifications of internal development thereby resulting in the Vendee incurring any extra charges on account of such changes, the same shall be recovered on pro-rata basis from the Vendee and shall be payable as and when demanded by the Developer/Vendor.
 - (ii) The Electricity Load for the entire project has been obtained from concerned Electricity Authority by the Developer/Vendor or as the case may be, and the cost of installation of Sub-Station/Power House/Transformers shall be charged extra on pro rata basis and shall be payable by the Vendee on demand.
 - (iii) That the other charges such as individual Electricity Connection charges including deposit and Meter charges, individual Water Connection charges from the Main supply line, individual Sewerage Connection charges from the said Unit to the Main Sewerage line and Storm Water Connection charges from the said Unit to the Main line etc. shall be borne by the Vendee.
 - (iv) If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/said Project requiring the Developer/Vendor to provide pollution control devices, effluent treatment plant etc. in the said Project, then the cost of such additional devices, equipment's etc. shall also be borne and paid by the Vendee in proportion to the area of said Unit to the total area of all the Commercial Space –Shop/Units in the said Project, as and when demanded by the Developer/Vendor.
- j) That the Vendee has specifically agreed and understood that the Vendor shall have absolute right on the signage inside/ outside / near, within or on the face of the said Building / said Project or on the area near the said Building and the Vendor may determine and allow the usage by the Vendee of such signage at its own discretion. The Vendee shall be responsible to install and maintain such signage, so allotted by the Vendor, in a well it, legible and in a proper manner at its/his/her own cost, but there shall be no signage on front façade.
- k) The Vendee confirms that, they have full knowledge of all laws, rules, regulations, notifications applicable to the said plot of land/ said Building. That the Vendee hereby undertakes that he/she shall comply with and carry out, from time to time after he /she has taken over for occupation and use the said Unit all the requirements, requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority in respect of the said Unit / said Building at his/her own

cost and keep the Vendor indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

- l) The Vendee undertakes to occupy and use the said Unit as per the provisions of applicable laws, rules, regulations, guidelines etc. as framed by the government or local bodies from time to time. The Vendee further undertakes to carry out activity at the said Unit after obtaining all permit, license, order etc. as required and keep the Vendor indemnified all the time against any harm or injury caused due to breach of any law, rule, regulation, permit, license etc. in using or carry out any activity thereat.
- m) The Vendee authorizes the Vendor, Operation/ Maintenance Agency or the Association of Unit Owner to impose such terms and conditions including pay & park system as it may deem fit to make use by any person of unreserved covered/ open parking spaces. The income earned from the pay and park system shall be solely that of the Vendor, Operation/ Maintenance Agency or the Association of Unit Owner and the Vendee shall have no right to claim any share in the income.
- n) That the possession of the Common Areas in the said Building as well the said land shall remain with the Vendor until the same are specifically transferred/assigned to its Nominee including any other Body or Association of the Unit Owners.
- o) That the Vendee/Vendee shall have no right, title or interest in any other Commercial Space-Shop/Unit or in common area in the said Project or Omaxe Residency except the said Unit and any other Unit which he may have taken or may hereafter take by any other Deed.
- p) That the Vendee/Vendee shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said project; save and except at areas/places specifically earmarked for these purposes in the said project.
- q) Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Vendee/Vendee. The Vendee/Vendee shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Uttar Pradesh and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the Concerned Authority.

4. COMMON AREA & MAINTENANCE:

1. In order to provide necessary maintenance services, the Developer/Vendor may, upon the completion of the said Colony, hand over the maintenance of the said Project to anybody-corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Developer/Vendor in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the said Colony including common areas, landscaping and common lawns, water bodies of the said Colony will be organized by the Developer/Vendor or its nominated Maintenance Agency. The Vendee agrees and consents to the said arrangement. The Vendee

undertakes to pay maintenance charges which shall be fixed by the Developer/Vendor or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Vendee shall be liable to pay interest at the rate of 18% per annum for non-payment of any of the charges within the time specified, failing which the Vendee shall be disentitled to the enjoyment of common services including electricity, water etc.

2. That the Purchase/Vendee(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the Developer/Vendor or the Maintenance Agency, if not already executed, with regard to terms and conditions of maintenance of the said Colony and shall be bound by the rules & regulations as described in the Maintenance Agreement. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Colony, the charges payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the Developer/Vendor or Maintenance Agency, for non/related payments thereof.
3. The /Vendee shall keep with the Developer/Vendor an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Vendee in paying promptly the maintenance bills and other charges as raised by the nominated Maintenance Agency. The Vendee agrees to deposit said interest free maintenance security as per the schedule of payment given in Letter of Allotment and to always keep it deposited with the Developer/Vendor/Maintenance Agency. A separate Maintenance Agreement between the Vendee and the Developer/Vendor or its Nominee/Maintenance Agency will be signed at a later date.
4. The Developer/Vendor shall have the right to transfer the IFMS of the Vendee to the Maintenance Agency/ Association of Commercial Space –Shop/Unit owners as the Developer/Vendor may deem fit, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Vendee at any time upon execution of the Sale Deed and thereupon the Developer/Vendor shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims, if any, of the Vendee on account of the same.
5. The Developer/Vendor or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Unit and/or building constructed thereon for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Allotment including for disconnections of the electricity and water and/or for repairing/changing wires, gutters, pipes, drains, part structure etc. The Vendee agrees to give notice of the provisions of this clause to his/her/their tenants, if any.
6. The common areas and facilities shall remain under the control of the Developer/Vendor whose responsibility will be to maintain and upkeep the common areas and provide common amenities until the same are transferred/assigned to

Lucknow Municipal Corporation, Lucknow or any other body or any other maintenance agency.

5. **GENERAL:**

- a) In the event of death of the Vendee, the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Developer/Vendor and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.
- b) The person on whom the title devolves or his/her/their/its transferee, as the case may be, shall provide to the Developer/Vendor and the Maintenance Agency the certified copies of document(s) evidencing the transfer or devolution.
- c) The Vendee shall, after taking possession or deemed possession of the said Unit, as the case may be, or at any time thereafter have no right to object to the Vendor constructing and/or continuing to construct other buildings/ Commercial Unit/Shop adjoining the said Unit. If at any stage further construction in the said Building becomes permissible, the Vendor shall have the sole right to undertake and dispose of such construction without any claim or objection from the Vendee.
- d) The Developer/Vendor alone shall be entitled to obtain the refund of various securities deposited by it during development of the said Project with various Governmental/Local Authorities for electric and sewer connection etc.
- e) That the said Building shall always be known as “**Commercial-2, City Center/Zonal Shopping Omaxe Metro City, Lucknow**” and the said name shall never be changed by the Vendee and/ or jointly by the Vendee and owners of the other Units in the said Building or any Residents Welfare Association as recognized by the Vendor that may be formed at any subsequent time.
- f) The terms and conditions contained herein shall be binding on the Occupier of the said Unit and default of the Occupier shall be treated as that of the Vendee, unless context requires otherwise.
- g) That in case the Vendee has availed loan facility for the purchase of the said Unit, the Vendee hereby covenants with the Developer/Vendor that after the execution and registration of Sale Deed regarding the said Unit, the original Sale Deed shall be received by the Developer/Vendor on behalf of the Vendee from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.
- h) The Vendee shall get his/her/their/its complete address registered with the Developer/Vendor at the time of booking and it shall be his/her/their/its responsibility to inform the Developer/Vendor by Registered AD letter about all subsequent changes, if any, in his/her/their/its address. The address given in the application for allotment of the said Unit shall be deemed to be the Registered Address of the Vendee until the same is changed in the manner aforesaid.

- i) In case of joint Vendees, all communication shall be sent by the Developer/Vendor to the Vendee whose name appears first and at the address given by him/ it shall for all purpose be considered as served on all the Vendee and no separate communication shall be necessary to the other named Vendee.
- j) All letters, receipts, and/or notices issued by the Developer/Vendor or its nominee and dispatched Under Certificate of Posting /Regd. AD/Speed Post/ Courier Service to the last known address of the Vendee shall be sufficient proof of receipt of the same by the Vendee and which shall fully and effectually discharge the Developer/Vendor /nominee.
- k) The entire costs and expenses incidental to the preparation, execution and registration of this Deed including the payment of Stamp Duty and registration fee has been borne by the Vendee. This Sale Deed in respect of the transaction involved herein, is valued for the purpose of **stamp duty of Rs.** (..... **Only**) in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/Concerned Authority along with consequent penalties and/or deficiencies and/or interest as may be levied in respect of the said Unit conveyed by this Deed shall be borne by the Vendee exclusively and the Vendor shall not be responsible in this regard.
- l) The total Valuation of the said Unit is **Rs. (Rupees** **Only**) and the details are given herein below:
- (i) The covered area of the said Unit is Sq. Mtrs. and the Circle Rate fixed by the Collector, Lucknow for that area is **Rs./- per sq. mtr. (Rupees** **Only**), hence the said Unit comes to Rs. **(Rupees** **Only**) and
- (ii) The said Unit is single story hence the land area rate to be added, as per circle rate list the applicable rate would be of the prevailing residential circle rate, here the prevailing residential circle rate is maximum **Rs...../- per sq. meter**, thus the land rate applicable is such single story is **Rs...../- per Sq. meter** since the land area of the said unit is sq.mts., thus the valuation of the land comes to **Rs.**
- (ii) the said Unit is situated on _____ **Floor** thus no floor discount on the total valuation.
- (iii) The the total valuation of said Unit comes to Rs. **(Rupees** **Only**).
- The Sale Consideration for the said single story Commercial Space is **Rs./- (Rupees** **Only**).
- Accordingly, the Stamp Duty of Rs. (.....**Only**) is being paid on higher value i.e.,/-(..... **Only**).
- m) That, if any provisions of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as are reasonably inconsistent with the purpose of this

Deed and to the extent necessary to conform to the applicable laws, and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.

- n) That the Vendee agrees and confirms that all the obligations arising under this Deed in respect of the said Unit/said Building/said Project/said land shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent Vendee of the said Unit as the said obligations go with the said Unit for all intents and purposes and the Vendee assures the Vendor that the Vendee shall take sufficient steps to ensure the performance/ implementation in this regards.
- o) The Vendee has/have undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the Competent Authority; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
- p) The Courts in Lucknow alone shall have exclusive jurisdiction in dealing with all matters arising out of or touching upon and/or concerning this Deed.

SCHEDULE OF PROPERTY

The Commercial shop/banquet hall/service apartment / commercial space No. on, situated in Village- Kalli Paschim, Maati, Alinagar Khurd, Ashraf Nagar, Ahmadpur @ Kamlapur, Tehsil-Sarojni Nagar, Lucknow, Uttar Pradesh within the said Residential Scheme/ Building known as **“Commercial-2, City Center/Zonal Shopping Omaxe Metro City, Lucknow”** , situated at **Village-Kallipaschim, District-Lucknow (UP)** along-with proportionate, undivided impartibly share and interest in the land underneath and appurtenant to the building in which said Unit is located shown in the plan appended hereto as Annexure-A and bounded as below :-

East	:	.....
West	:	.....
North	:	.....
South	:	.....

IN WITNESS WHEREOF the parties have hereto set their hands on the day, month and year first above written.

WITNESSES:

Signed for & on behalf of

1.

.

(VENDOR)

PAN :

2.

(VENDEE)

Typed by:

Drafted by:

Advocate

Mob. No. _____

Draft Copy