

This **DEED OF ABSOLUTE SALE** is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand \_\_\_\_\_

**BETWEEN**

M/s Sv & Einar Builders LLP having registered office situated at 3A Oriental House Gokhley Marg, Lucknow, Uttar Pradesh-226001, India hereinafter called the "**SELLER**" through its Designated Partner Mr. Nitin Chawla (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**Sri** \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ years, by Caste \_\_\_\_\_, by Nationality Indian, holding PAN \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called the "**PURCHASER**" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

The **SELLER** and the **PURCHASER** are hereinafter referred collectively as parties and individually as party.

**INTERPRETATION:**

In this MOU, unless the context requires otherwise:-

- Reference to the singular includes a reference to the plural and vice versa.
- Reference to any gender includes a reference to all other genders.
- Reference to a Person shall include his legal representative, successor, legal heir, executor and administrator.
- Reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, annexure or appendixes of or to this MOU.
- Headings in this MOU are inserted for convenience only and shall not be used in its interpretation.
- The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- The schedules, annexure, appendixes, if any, to this MOU shall be deemed to be incorporated in and form an integral part of this MOU.
- The Buyer is male, Female, company, firm, trust, etc., the expressions 'he, him, she, her, himself, herself, it, itself etc in this Arrangement in relation to the allottee shall be deemed as modified and read suitably as the context requires.
- There is more than one Allottee the expression allottee (s)/ purchaser (S) in the agreement shall be construed as including each of such allottee, its heirs, executors, administrators, representatives, assigns etc.

**DEFINITIONS:**

- "Controlling authority" means Lucknow Development Authority as defined U.P.Govt.
- "Government Authority" means (a) any Central, State, Municipal, or local Government, Governmental authority or political subdivision thereof; (b) any agency or instrumentality of any of the authorities referred to in clause (a) above; (c) any regulatory or administrative authority, or body, to the extent that the rules, regulations, standards, requirements, procedures

or orders of such authority, body or other organization have the force of law; or(d) any court or tribunal having jurisdiction.

- "Force Majuere" means any event or combination of events or circumstances beyond the control of the parties Which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption

PROMOTER

ALLOTTEE(S)

reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which materially and adversely affects the parties ability to perform obligations under this MOU, which shall include but not be limited to: Acts of God., Natural Calamities, Riots, Explosions or accidents: air crashes and shipwrecks, War and hostilities of war, riots or civil commotion; Changes or amendment in Government Policy or Law which prevents the parties to proceed as per the terms agreed in this MOU.

**AND WHEREAS** a memorandum of understanding has been signed between Lucknow development authority., Lucknow (the nodal agency) and the said DEVELOPER for Construction of Apartment in Lucknow and in furtherance of which the detailed project report (DPR) has been submitted by the said developer which has been approved by the Lucknow Development Authority, Lucknow.

**AND WHEREAS** the detailed lay out plan of the has also been approved by the Lucknow Development Authority, Lucknow and in pursuance to which a Developer Agreement has been signed between Lucknow Development Authority, Lucknow and the said developer.

**AND WHEREAS** in terms of the development of Apartment at Vidhansabha Marg, Luckow, Uttar Pradesh-226001 Road at Lucknow in Uttar Pradesh, the developer has been authorized to allot the units of different specifications and sizes developed/constructed by the developer to its allottees on its own terms and conditions. The Developer isalso authorized to carry out and complete the internal and external development of various services on it sown as per the standard specifications confirming to the government policies and the relevant IS/BIS codes, guidelines and practices.

**AND WHEREAS** the Principal Developer inter-alia, is the owner and sufficiently seized and possessed of total buildable area called F.S.I. area (Floor Space Index), situated and shown as INFINITY HEIGHTS at Vidhansabha Marg, at Lucknow, in the layout plan, as approved by the Chief Town Planner aforesaid;

**AND WHEREAS** the land use, construction and sale of the proposed site i. e FSI only aforesaid confirms to he Standards of construction of Apartment and also confirms to the norms, as per the Master Plan of Lucknow 2021;

**AND WHEREAS** the Principal Developer has obtained sanction of the building plans from the concerned authorities, but the Principal Developer had not started the construction of buildings in the aforesaid building;

**AND WHEREAS** in terms of the development of the aforesaid township and all the permissions and licenses procured by the Principal Developer, the said Principal Developer had been authorized to transfer the units of the different specifications and sizes of the said **INFINITY HEIGHTS** i.e. the F.S.I. area of the aforesaid Township;

**AND WHEREAS** at the request of **M/s. Sv & Einar Builders LLP** the Promoter, the Principal Developer agreed to sell the total buildable area i.e. FS.I. area in INFINITY HEIGHTS , Vidhansabha Marg, Lucknow, as marked in the layout plan of residential and Commercial , as demarcated in the plan annexed to the Memorandum of Understanding entered into between M/s. Nirmaanpunj Infraheights LLP., the Principal Developer and **M/s. Sv 7 Eianr Builders LLP.**, the Promoter;

**AND WHEREAS** the Principal Developer has handed over the actual, vacant and physical possession of the F.S.I. area in **INFINITY HEIGHTS**, Vidhansabha Marg, Lucknow, to the Promoter and after receiving payment, as per payment, plan mentioned in the aforesaid Memorandum of Understanding and has started the development as per the sanctioned plans;

**AND WHEREAS Ms. Sv & Einar Builders LLP**, the Promoter, under the authority and permission granted under the aforesaid Memorandum of Understanding, has started booking of Shop/Service Apartment units in the aforesaid Shopping Complex with the condition that the sale deed of the apartment will be executed by the Principal Developer, as advised and directed by the Promoter and with the condition that the entire sale price will be paid by the allottee to the Promoter for their benefit;

And whereas the buyer vide application dated..... has applied for allotment of a commercial SHOP/SERVICE APARTMENT by way of sale in the "INFINITY HEIGHTS" being developed by the DEVELOPER which agrees to sell the desired SHOP/SERVICE APARTMENT as filled in the application form to the BUYER on terms and conditions mentioned in the proceeding paragraphs stated below and onwards:

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. That the Promoter here by agrees to sell the Allottee (S) hereby agrees to acquire the said premises detailed below at the basic sale price mentioned against it and upon the terms and conditions set out hereunder as mutually agreed by and the between the parties hereto.

Unit Type	Unit No.	Floor	Super Area Approximately (Sqmt./Sqft.)	Basic Rate Rs. Sqmt./Sqft.)	Total basic Price

2. That the above agreed price of the SHOP/SERVICE APARTMENT covers common area, super area and the right to use **INFINITY HEIGHTS** for the purpose of operating and maintaining aforementioned common facilities, plant and machineries including security and its arrangement including terms of the agreement on monthly payment basis to be paid to promoter or its nominees. The payment is to be made in installments as prescribed in schedule-1,/ Schedule-1A annexed to this Agreement. The Application schedule shall form and be read as part of this agreement.
3. The Promoter will allot free hold SHOP/SERVICE APARTMENT to the buyer; and in lieu thereof the amount equal to conversion charges payable at the time of execution of sale deed will be paid by the buyer to the Promoter.
4. That the stamp duty and the registration fee incurred in the registration process which is to be paid to the revenue authority is to be borne by the buyer as according to the prevalent law on the date of the registration.
5. That the above price is exclusive of external development charges. In case of levy of any other charges by the Government or other statutory authority(ies) in future, the same shall be recoverable on pro- rata basis from the buyer.
6. That the Promoter shall have the right to effect suitable and necessary alterations in the layout plan, if it is essential in order to meet the requirements of the development of this scheme. Such alternation may involve all or any of the following changes namely, change in the

position of the SHOP/SERVICE APARTMENT, change in the location of the SHOP/SERVICE APARTMENT, change in the number of the SHOP/SERVICE APARTMENT, change in its boundaries, change in its dimensions or change in its area. To implement all or any of the above changes, supplementary agreement/sale-deed or additional documents, if necessary, will be executed and got registered. Expenses involved in execution of the registration of the supplementary sale deed etc on this account shall be entirely borne and paid by the buyer.

7. That if the number, area or the location of the allotted SHOP/SERVICE APARTMENT changes due to the above mentioned alterations, the final reallocation will be done by the Promoter, whose decision will be final and binding on the BUYER and the buyer will have no right to make any claim on this account.
8. That any increase or decrease upto 15% of the original allotted area shall be acceptable to buyer and price thereof shall be computed at the booking rate. However, in case increase/decrease of the area is more than 15% of the original allotted area, the Promoter shall have the sole discretion to decide the rate which shall be binding on the buyer and shall be payable accordingly. In case the particular SHOP/SERVICE APARTMENT is omitted or the Promoter is not able to hand over to the buyer the SHOP/SERVICE APARTMENT for any reason other than those mentioned in clause '10' below, the developer shall be responsible only to refund the actual amount received by it and shall not be liable to pay any compensation or damages or interest thereon whatsoever.
9. That at present, there is no subsisting notification or order of the State Government or any other Government or Local authority regarding acquisition or requisition or otherwise for taking over of the area in which the SHOP/SERVICE APARTMENT is located. In case any such development takes place hereafter, the same shall be at the cost and risk of the buyer, who will be bound to carry out and implement all the terms of this Agreement including payment of the outstanding installment(s) and will also thereafter be entitled to receive the compensation paid from the government/authority in respect of the SHOP/SERVICE APARTMENT. The Promoter will not be responsible or liable in any manner whatsoever on account of any such development.
10. That the timely payment of installments as stated in Schedule-1, of the agreement and applicable stamp duty, registration fee and other charges payable under this agreement is the essence of this contract. In the absence of any notice of demand issued by the Promoter, it shall be incumbent on the buyer to strictly comply with the terms of timely payment and the other terms and condition of this agreement, failing which allotment shall stand cancelled and the entire amount of earnest money deposited by him shall be forfeited and the buyer shall be left with no right or lien on the SHOP/SERVICE APARTMENT. The amount(s), if any, paid over and above the Earnest Money shall be refunded to the Buyer without any interest. In exceptional circumstances, the Promoter may at its sole absolute discretion condone the delay in payment by charging an interest @ 18% p.a. on the amount outstanding. In the event of the Promoter waiving the right of forfeiture and accepting payment on that account, no right, whatsoever, would accrue to any other defaulting buyer (Buyer/Purchaser). Also, if more than three consecutive instalments are not paid, the allotment will automatically stand cancelled without any prior intimation to the BUYER and the BUYER shall have no lien on the Said Unit.
11. In case of default in payment of dues of the financial institution/agency by BUYER, the BUYER authorize the Promoter to cancel the allotment of the said unit and repay the amount received till that date after deduction of Earnest Money and interest accrued on delayed payments directly to financing/institution agency on receipt of such request from financial Institution/agency without any reference to BUYER,

- a. In case the BUYER wants to avail a loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the said Unit, the Promoter, that facilitates the process subject the following.
  - b. The terms of the financial Institution/agency shall exclusively be binding and applicable upon the BUYER alone.
  - c. The responsibility of getting the loan sanctioned and disbursed as per the Promoter's payment schedule will rest exclusively on the BUYER. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment of the Promoter, as per schedule, shall be ensured by the BUYER, failing which the BUYER shall be governed by the provisions contained in clause 10 as above.
12. That no further intimation/call notice regarding payment of installments shall be sent by the Promoter and it will be the responsibility of the buyer to adhere strictly to the payment schedule opted by the buyer as stipulated in schedule-1/schedule-1A. The Promoter may at its discretion serve notices but non receipt of the same shall not be taken as a valid reason for delay. The Promoter and the buyer hereby agree that the amount which is 5% of the basic sale price paid to the Promoter by the buyer with the application for allotment of the SHOP/SERVICE APARTMENT shall constitute Earnest Money for the purpose of this agreement. The Earnest Money shall stand forfeited in case of default by the buyer in timely payment of all installments and for non-fulfillment of the terms and conditions of this agreement. In such an event, the allotment/booking of the SHOP/SERVICE APARTMENT shall stand cancelled and the buyer shall be left with on lien, right, claim whatsoever on the property applied for/allotted and the Promoter shall be free to sell or dispose of this SHOP/SERVICE APARTMENT at its sole discretion.
13. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, will only be made out of the same proceeds, when realized from the re-allotment of the said unit. If, for any reason, the re-allotment or the sale realization from such re-allotment is delayed, the refund to the BUYER shall be accordingly delayed, without any claim towards interest for such delay.
14. THAT the company shall endeavor to offer possession of shop/office to the shop/office allottee within 36 months from the date of sanction of building plans by the authorities subject to force majeure circumstances and on receipt of complete payment of the basic sale price and other charges due and payable upto the date of possession according to the payment plan applicable to Allottee punctually. The Company on completion of the construction shall issue final call notice to the SHOP/SERVICE APARTMENT Allottee who shall within 30 days thereof, remit all dues and take possession of the Unit. In the event of his failure to take possession, for any reason whatsoever, he shall deemed to have taken possession of the allotted SHOP/SERVICE APARTMENT from the date the same has been offered, for purpose of payment of maintenance charges or any other levies on account of the allotted unit, but the actual physical possession shall be given on payment of all up to date outstanding payments as demanded by the Promoter.
15. That the buyer agrees that the sale of the unit is subject to force majeure clause which Inter alia include delay on account of non-availability of steel, cement or any other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Promoter, civil commotion or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearances from statutory body(ies), or if non-delivery of possession is as a result of any notice, order, rules or notification of Government and/or any other public or Competent Authority or for any other reason beyond the control of the Promoter and any of the aforesaid event, the Promoter shall

be entitled to a reasonable corresponding extension of the time of delivery of possession of the said SHOP/SERVICE APARTMENT on account of force majeure circumstance and in such eventuality the buyer will not claim any amount of money by way of damages/compensation from the Promoter.

16. That the booking/allotment, once made, cannot be cancelled by the buyer. However, the discretion absolutely rests with the Promoter to allow cancellation subject to forfeiture of Earnest Money. The amount, if any, paid over and above the earnest money shall be refunded to the buyer without any interest.
17. That the sale deed shall be executed and got registered in favour of the buyer within six months from the date of intimation after the SHOP/SERVICE APARTMENT has been finally demarcated at the site and after receipt of full sale consideration and other charges and compliance of all other terms and conditions of this Agreement by the buyer. The cost of stamp duty, registration charges, freehold conversion charges and other incidental charges and expenses will be borne by the buyer in addition to full sale price of the SHOP/SERVICE APARTMENT, as and when demanded by the Promoter. In case the Government demands any stamp duty/registration charges and freehold charges on this agreement, the same shall be borne by the buyer. The freehold charges will be 6% of the basic cost of proportional area of the land prevalent at the time of booking. At the same time, the land has also been directly purchased from land owners without availing any benefit or the concessions inbuilt in the policy. Thus both categories of lands have been procured in the project area. Accordingly, the allottee(s) have options to get the land with the freehold title or the lease hold title as per their option. The allottee(s) who opt for Freehold rights shall pay an amount of 6% of the basic cost on which the plot has been purchased by him as freehold charges and this amount will be payable at the time of getting the deed registered along with the possession of the developed land. In case the allottee(s) opt for a lease hold title on the land at the time of registration of the deed then he has option to get the lease hold deed registered along with the possession and in such cases, he will have to pay the freehold charges @ 6% of the circle rate or current market value whichever is more at the time of conversion for lease hold right to freehold. The First Party (The Developer Company/SPV) will pay freehold charges as may be demanded by the Govt. but the allottee (s) will pay this money to Developer/SPV at the time of conversion of the title from lease hold to freehold as defined herein.
18. That if the land covered under the plot belongs to Gaon Sabha either full or in fraction in the Future then the allottee shall enjoy free hold right and expenses involved in making the lease hold land of Gaon Sabha to free hold category will be paid to Govt. by the developer and the same shall be charged proportionally to the allottee.
19. That the buyer shall be bound to start business in the SHOP/SERVICE APARTMENT within two months from the date of intimation to take possession is sent by the Promoter, failing which Promoter will be entitled to resume the SHOP/SERVICE APARTMENT without any compensation and to allot the same to intending another buyer and sale price of the SHOP/SERVICE APARTMENT received by the Promoter shall be refunded to the buyer without any interest. Alternatively, it shall be at the sole discretion of the Promoter to extend the period of construction, but in that event, the buyer shall be liable to pay holding charges for the SHOP/SERVICE APARTMENT area to the Promoter for the extended period as decided by the Promoter.
20. That the buyer of the SHOP/SERVICE APARTMENT unconditionally agrees and undertakes to pay necessary charges, from the date when possession is offered to him/her/them, as determined by the Promoter or to the maintenance agency towards maintenance of water supply, electricity, parks, open spaces, road, cleaning and sweeping, street lights, sewer, storm

drain etc and for maintaining various value added services until the services area handed over to the respective government. agency(ies)/local body. The buyer shall deposit with the Promoter a sum as decided by the Promoter by way of interest free security to ensure timely payment of maintenance charges. The amount will be payable by the buyer and will be paid at the time when possession is offered or sale deed is executed, whichever is earlier. However, the maintenance charges shall become payable from the date of offer of possession. Other charges such as holding over charges Rs 5.00(Rs. Five only) per square feet per month shall be charged, in case intending allottee fails to take possession of the SHOP/SERVICE APARTMENT within the sixty days from the date of offer of possession.

21. That the buyer is under the obligation to pay the water tax and sewerage tax and other necessary taxes and charges for carrying out the commercial activities which will be levied on him by the local authority/body under the then prevailing law and rules of the land, when such maintenance services will be transferred to the local authority/body.
22. That all taxes whether levied now or in future on the land or building on this land, as the case may be, shall be borne from the date of booking by the buyer.
23. That the cost of electric connection is not included in the aforesaid price of the SHOP/SERVICE APARTMENT and shall be payable by the buyer in addition to price of SHOP/SERVICE APARTMENT. Further, the buyer shall pay on demand to the Promoter amount to be determined at the time of providing sewer and water connection and any other connection of a service which the Promoter may provide from the mains laid along the road service the SHOP/SERVICE APARTMENT.
24. That the buyer shall be entitled to possession of the SHOP/SERVICE APARTMENT only after the amounts payable under this agreement are fully paid.
25. That the buyer shall get his complete address registered with the Promoter at the time of booking and it shall be his/her/their sole responsibility to inform the Promoter by registered letter about all subsequent changes, if any, in his/her/their address(es), falling which all demand notices, letters posted and correspondences made at the last recorded address available with the Promoter shall be deemed to have been received by him/her/them at the time when those should ordinarily reach such address and the buyer shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence.
26. That all letters, receipts and/or notice issued by the Promoter/Developer or its appointed maintenance agency and dispatched under a certificate of posting or courier to the last address know to it of the buyer shall be sufficient proof of receipt of the same by the buyer and shall fully and effectually discharge the Promoter/Developer or its nominee.
27. That the transfer of the SHOP/SERVICE APARTMENT including rights as allottees herein, will be at the sole discretion of the Promoter and will need its prior written approval and will be permitted only If the law of the land permits such transfer. Administrative charges as prescribed by the Promoter from time to time will be paid by the transferor, at the time of transfer. Any change in the name of the buyer (including addition/deletion) as registered with the Promoter will be deemed as transfer for the purpose. The administrative charges for the transfer of the SHOP/SERVICE APARTMENT amounts family member (husband/wife and own children/mother/father and brother/sister) will be 25% of the normal administrative charges, Claims, if any between transferor and transferee as are result of subsequent reduction/increase in the area of the SHOP/SERVICE APARTMENT or its location will be

settled between themselves ie. transferor and transferee and the Promoter/Developer will not be a party to it.

28. That in case of death of the buyer, the allotted property would be transferred to the legal heirs of the buyer on submission of the required documents.
29. That before signing the agreement, the buyer has satisfied himself/herself/itself about the rights, title and interest of the developer in the said land and undertakes all limitations and obligations in respect of it as no further investigation is required by the buyer.
30. That the Promoter shall have the first lien and charge on the said SHOP/SERVICE APARTMENT  
In the event of the buyer parting with any interest for all its due/and/or that may hereafter become due and payable by the buyer to the Promoter under this agreement.
31. That the buyer, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act and other applicable law including that of remittance of payment(s) and obtaining requisite permission as prescribed by law for acquisition/owning of property and for submission of any document/declarations etc. as may be prescribed in the Law.
32. That the Promoter shall have the right to recover any increased amount of compensation payable to Lucknow Development Authority or any other authorities in future on account of decisions of courts/Tribunals for the and given to the developer by Lucknow Development Authority and the same shall be recoverable from the buyer of the land/built-up houses as and when intimated to him/ them. This amount shall also include the cost of litigation incurred by the developer and/or Lucknow Development Authority. That if any major infrastructure charges such as embankment, ring road, flyover, metro etc. is provided by the Lucknow Development Authority, U.P. State Electricity Board or any other authority (ies) or local body (ies) or the State Government during the project period, consequence to which the proposed township will be directly benefitted, the buyer shall pay proportionate charges of such infrastructure on pro-rata basis to the Promoter, as and when demanded by the Promoter.
33. That the buyer shall not use the premises in such manner which is likely to cause nuisance or annoyance to occupiers of the other portion of the complex and nor shall it conduct there in any illegal and immoral activity.
34. That the buyer shall not store any goods, articles or things of hazardous or inflammable nature or prohibited by any local or other law of land. The buyer shall not open Butcher shop or liquor shop in the said premises.
35. That the buyer shall abide by laws, byelaws, rules and regulations of Lucknow Development Authority/Local Bodies and the law of the land and shall also be responsible for all deviations, violations or breach of any of the conditions of prevailing law, byelaws, rules and regulations.
36. The Promoter has made clear to the BUYER that it shall be carrying out extensive development/construction activities for many years in future in the Colony and shall also be connecting/linking the amenities facilities viz electricity, water, sanitary / drainage systems etc. of additional development/construction with the existing ones in the colony. The BUYER has confirmed that he/she/they shall not make any objection or make any claim or default any payments as demanded the company on account of inconvenience, if any, which may be suffered by him/her/them due to such developments/constructions activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc. as above said.

