

---Draft for RERA Registration Purposes only---

Sale Consideration : Rs..... /-
.....Market Value :
Rs...../- Stamp duty paid :
Rs..... /- Pargana :

DETAILS OF INSTRUMENT IN SHORT

1	Nature of Property	:	Commercial
2	Ward/Pargana	:	Ibrahimpur
3	Mohalla/Village	:	Sector 12-A, Vrindavan Yojna No.3, Lucknow
4	Details of Property	:	Shop/Office/Unit No....., Floor of “SPARSH GATEWAY”, Constructed on Commercial Plot of Land Nos. 12-A/CP-08 & 12-A/CP-09 Situated at Sector 12-A, Vrindavan Yojna No.3, Lucknow
5	Standard of Measurement	:	Sq.meters
6	Location Road	:	More than 100 mts. Away from Amar Shaheed Path
7	Type of Property	:	Commercial
8	Position	:	Finished
9	Carpet Area	:	Sq.Meters (in Words)
10	Year of Construction	:	
11	Consideration	:	Rs. (Rupees Only)
12	Boundaries	:	EAST : 30.00 Mtr. Wide Road WEST : 9.00 Mtr. Wide Road NORTH : 12.00 Mtr. Wide Road SOUTH : Commercial Plot No. 12A/CP-07
13	No of persons in First Part(1) ; No of persons in second Part();		
14	Details of seller	:	Details of PURCHASER(S)

SALE DEED

This DEED OF SALE is made and executed at Lucknow on thisth day of, 2024.

BETWEEN

M/s SYMTECH DEVELOPERS, (PAN-), a partnership firm registered under the Partnership Act, having its Registered Office at 5/6A, Leela Mansion, Naval Kishore Road, Hazratganj, Lucknow, through its Partners and authorized signatories **Mr. PRADEEP AGARWAL** {(Aadhaar No.), (Mob)} **S/o Sri. Raj Kumar Agarwal R/o B-45A, Sector A, Mahanagar Lucknow** and **Mr. SUMIT BANSAL** {(Aadhaar No.), (Mob)} **S/o Late Vijay Prakash Bansal R/o M.G.21, Sector-C, Aliganj, Lucknow**, hereinafter referred to as the **“Vendor/Seller”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the one part.

AND

SRI. {(PAN.....), (Aadhaar No.), (Mob)} **S/o Sri R/o-.....** (hereinafter referred to as the **"Vendee/Purchaser"**, which expression shall include his/her/their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the other part.

WHEREVER the Purchaser is a male, female, company, firm, trust, etc., the expression he, him, she, her, himself, herself, it, itself, etc. in this deed in relation to the Purchaser shall be deemed as modified and read suitably as the context requires.

WHEREAS, the Seller is the absolute and lawful owner and in possession of Commercial Plot of Land Nos. 12-A/C.P.-8 admeasuring 648.82 Sq. Mt. & 12-A/C.P.-9 admeasuring 866.83 Sq. Mt., total measuring 1515.65 Sq. Mt., situated at- Sector 12-A, Vrindavan Yojna No. 3, Lucknow (hereinafter referred to as the **“Said Land”**). The said land was allotted by the Uttar Pradesh Awas Evam Vikash Parishad, Lucknow (hereinafter referred to as the **“Authority”**) by way of Two Allotment letter. The Authority issued First initial allotment letter after successful auction on 04.01.2013 for the plot of land no. 12-A/C.P.-8 admeasuring 648.82 Sq. Mt. vide letter no. 820, dated 17.01.2013 and the Authority issued Second initial allotment letter after successful auction on 28.02.2013 for the plot of land no. 12-A/C.P.-9 admeasuring 866.83 Sq. Mt. vide letter no. 2074, dated 06.03.2013 (hereinafter referred to as the **“Letter”**) to the Seller and the Authority have executed a Sale Deed in respect aforesaid Commercial Plot of Land Nos. 12-A/C.P.-8 & 12-A/C.P.-9, in favour of the **Promoter**, which deed of sale of Commercial Plot of Land No. 12-A/C.P.-8 measuring 648.82 Sq. Mt. is duly admitted and registered at Book No.1, Volume No. 22821 Pages 213 to 230 Serial No. 14349 dated

26.09.2017 & Commercial Plot of Land No. 12-A/C.P.-9 measuring 866.63 Sq. mt. is duly admitted and registered at Book No.1, Volume No. 22821 Pages 121 to 138 Serial No. 14345 dated 26.09.2017 in the office of Sub-Registrar- (First), Lucknow, and

WHEREAS, the possession of the said land, was delivered to the Seller by the Authority vide possession letter dated 31.10.2017, and

WHEREAS, after the sad demise of one of the partner of the Vendor firm Late Ashish Agarwal Son of Sri. Raj Kumar Agarwal his share along with his capital has been transferred to his legal heir/wife namely Smt. Swati Agarwal, and

WHEREAS, the layout plan of the project has been approved and sanctioned by the Uttar Pradesh Awas Evam Vikash Parishad, Lucknow vide permit to built letter

no. 1018/नि०प्रा०/2018-19/वा०नि०-4 dated 08.05.2019 and the Seller has got revalidation permission vide permit no. Commercial Building/08696/UPAVP/BP/23-24/1871/21082024 from the Authority, and

WHEREAS, the Said Land is earmarked for the purpose of building a commercial Complex comprising Basement, LGF, UGF, FF, SF & Mumty and the said project shall be known as “**SPARSH GATEWAY**”; and

WHEREAS, the Seller has obtained the final building plan approvals for the Project from Authority i.e. Uttar Pradesh Awas Evam Vikash Parishad, Lucknow;

WHEREAS, the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Lucknow, Uttar Pradesh Vide registration no.; and

WHEREAS the Purchaser has duly scrutinized and inspected the title, rights, interest, encumbrances, and right to construct the multi storied commercial complex on the land purchased for the construction of the “**SPARSH GATEWAY**” **Commercial Plot of Land Nos. 12-A/C.P.-8 & 12-A/C.P.-9, situated at- Sector 12-A, Vrindavan Yojna No. 3, Lucknow**, the title documents and other relevant papers and has also fully satisfied himself with the title, rights, interest, encumbrances in respect to the property being conveyed in pursuance of the present sale deed, and

WHEREAS the Seller has further assured the Purchaser that it/he/they has/have good, transferable rights in the said property and there is no impediment or restriction on the transfer/selling of the said property by the Seller to the Purchaser. The Seller has also assured the Purchaser that the demised property is not under lis-pendens and is free from all sorts of litigation and Court attachment etc. The Purchaser hereby admits and confirm and relying on the assurances so held out by the Seller, the Purchaser has agreed to purchase the demised property, and

WHEREAS the Purchaser after fully satisfying themselves with the said facts and right and title of the Seller, are ready to purchase the **Shop/Office/Unit no. on Floor having Carpet Area Sq.mt., and Super Area Sq.mt. type commercial, in SPARSH GATEWAY Constructed on Commercial Plot of Land Nos. 12-A/CP-08 & 12-A/CP-09 Situated at Sector 12-A, Vrindavan Yojna No.3, Lucknow**

AND WHEREAS, the Seller represents, declares to the Purchaser as under:-

(a) That the Seller is the absolute owner of the **Shop/Office/Unit no. on Floor having Carpet Area Sq.mt., and Super Area Sq.mt. type commercial, in SPARSH GATEWAY Constructed on Commercial Plot**

of Land Nos. 12-A/CP-08 & 12-A/CP-09 Situated at Sector 12-A, Vrindavan Yojna No.3, Lucknow (hereinafter referred as the "Said Shop/Office") and no one else besides the Seller has any right, claim, lien, interest or concern whatsoever on the said SHOP/OFFICE and the Seller have full right and absolute authority and right to sell and transfer the same to the Purchaser, and also conforms to the Purchaser that the seller has not entered into any kind of agreement/arrangement whatsoever with any person in respect of the said SHOP/OFFICE to any other person (s).

(b) That the Purchaser has inspected the said SHOP/OFFICE and is fully satisfied of the same being up to the mark with regard to the quality of construction, the material used for construction, the facilities available after being fully satisfied in all respects whatsoever without any fear, pressure or inducement of any nature whatsoever is entering in to and executing this deed.

(c) That the title in terms of Seller is absolutely clear and marketable and that the said SHOP/OFFICE is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances till the time of execution of sale deed.

(d) That the Seller hereby confirms and assures the Purchaser that Seller are not barred or prevented by any administrative/ statutory attachment order or notification from entering into the present transaction with the Purchaser.

(e) That the Seller shall keep the Purchaser harmless and indemnified from all losses and damages in case the above declarations or any part thereof is found to be false or incorrect and/or otherwise for any reason, whatsoever.

(f) That the Purchaser has duly inspected all the relevant documents, statutory and mandatory approvals, title, rights, encumbrances and right to construct the Commercial Complex, and also satisfied themselves in respect of the material used in constructions, without any fear, Pressure, or inducement of any nature, and are willing and ready to purchase the said property in the Commercial Complex by way of sale, in the project known as "**SPARSH GATEWAY**" in **Commercial Plot of Land Nos. 12-A/C.P.-8 & 12-A/C.P.-9.**

AND WHEREAS upon the aforementioned declaration and assurances of the Seller, the Seller hereby sells and the Purchaser hereby purchases the said SHOP/OFFICE for consideration of **Rs./- (Rupees Only)** on the terms and conditions mentioned herein under:

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. THAT in consideration of Rs. _/- (Rupees only) ("sale consideration") paid by the purchaser(s) to the Seller, the receipt whereof Seller hereby acknowledge. The Seller hereby sells, conveys, assigns and transfers by way of absolute sale all that Shop/Office No. _ (in word) on the (in word) Floor in the project known as " **SPARSH GATEWAY**" built over a plot of land bearing Khasra/Plot Nos. situated Commercial Plot of Land Nos. 12-A/CP-08 & 12-A/CP-09 Situated at Sector 12-A, Vrindavan Yojna No.3, Lucknow At measuring about 1515.65 (in word) sq. meter
2. THAT the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the purchaser(s) hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser(s) right of use and enjoyment of the property sold in any manner whatsoever. THAT the property hereby sold is free from all sorts or encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Seller is pending in any court of law or with any authority.
3. THAT the purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open spaces and other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said residential apartments, parking of personal vehicles in the open spaces shall however, be permitted.
4. THAT the Seller has already got done the electric wiring and fittings in the demised premises and the electric points are provided in the demised premises by the Seller and other fittings like bulb, tube fittings, fans, coolers, air-conditioners etc. will be installed by the purchaser(s) and the same shall be exclusive property of the purchaser(s).
5. THAT the land on which the aforesaid residential apartments/Shop/Offices including the Shop/Office hereby sold stands constructed shall be the common property of the purchaser(s) and the other Shop/Office owner(s)/ purchaser(s) or their transferees, or assignees, etc. of the Shop/Offices, situated on the ground, first and subsequent floors and the purchaser(s) shall get the proportionate right in the land.
6. THAT the purchaser(s) shall keep the Shop/Office in good condition so as not to endanger, the safety of the Shop/Offices on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force majeure conditions arises in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore then the purchaser(s) agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the super area of his/her/their Shop/Office 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 the time of destruction would be borne by the purchaser(s) of the respective Shop/Offices. The purchaser(s) of the ground floor shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association Society of purchaser(s) as described hereinabove.
7. THAT after handing over the possession of the Shop/Office to the Purchaser(s), till the formation of society, the (Company name)/Authorised 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 Shop/Office, the built-up area of which is hereby sold, and all respective purchaser(s) shall pay to the /Authorised Agency towards such maintenance charges at the rate which will be mutually decided by the parties and after the formation of the society, all purchaser(s) shall pay to the society.

8. THAT the purchaser(s) shall be liable to pay Interest Free Maintenance Fund (**IFMS**) to the Seller.
9. THAT the purchaser(s) further agreed to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the Seller/Authorised Agency to the purchaser(s) and on default of the purchaser(s) or failing or neglecting or refusing to make Payments of the said maintenance charges, seller/Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser(s).
10. That if the purchaser(s) fails or neglects or refuses to make payment of the aforesaid maintenance charges payable by the purchaser(s) under this deed, then the /Authorised Agency will be entitled to recover the same through Court of Law at the cost of the purchaser(s).
11. THAT before transfer of the said property either by purchaser(s) or any of their transferee(s), the purchaser(s) or any of his transferee(s) shall have to obtain the 'No Dues Certificate' from the ' /Authorised Agency/ Society', who are maintaining the aforesaid building regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the purchaser(s) or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from the /Authorised Agency/Society then in that event the new owner or owners of the said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the /Authorised Agency.
12. THAT the Shop/Office hereby sold shall be used by the purchaser(s) for commercial purposes and in no case, the purchaser(s) can change the same other than the residential purposes.
13. That the Seller hereby agrees and assures the purchaser(s) to help and assist the purchaser(s) in getting the Shop/Office transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the purchaser(s) shall have full right to get the apartment transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.
14. THAT the Seller represent that they have absolute authority to transfer the property hereby sold and they have further represented that the said property is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the purchaser(s) is deprived of the property hereby conveyed or any part thereof on account of any defect in the title of the Seller if the purchaser(s) is put to any loss on this account then the purchaser(s) shall be entitled to recover from the Seller its successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed together with interest and damages and if at any time hereinafter by reason of any defect or omission on the part of the Seller any person or persons make claims in the property hereby conveyed or any part thereof, then Seller hereby agrees to refund the whole amount of sale consideration along with damages to extent of right affected in the said property by any defect or default or omission of the Seller and to make good the loss suffered by the purchaser(s).
15. THAT the purchaser(s) shall take his own electric connection from

Electric supply undertaking and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The purchaser(s) shall obtain a "No Objection Certificate" from the seller for its purpose.

16. THAT the purchaser(s) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Shop/Office by any authority or body or Govt. from time to time.
17. THAT the Sellers shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Shop/Office by any authority or body or Govt. till offer for possession or date of execution of this deed, whichever is earlier.
18. THAT the vacant possession of the property hereby sold has been delivered by the Seller to the purchaser(s) with all rights, privileges so far held and enjoyed by the Seller to hold and enjoy the same the purchaser(s) free from all sorts of encumbrances.
19. The seller shall be entitled to display signboards at the roof, on the exterior of the building, and common area and use such open, free space for brand promotion etc. The purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the building.
20. THAT all the Provisions of Shop/Office Owners Act, which are not contrary to this Deed shall apply.
21. THAT except Ownership rights in the construction of the said Shop/Office hereby sold, purchaser(s) shall have no claim, right, title or interest of any kind in respect of said property and roof of the said property hereby sold. However, the purchaser(s) of the said property shall have only right to use all common facilities except as herein above provided. The purchaser(s) will be absolute owner(s) of the Shop/Office sold only by virtue of the instant deed and the common areas and all common facilities shall remain undivided. The purchaser(s) shall have no claim against the Builders/Seller in respect of any item of work, material and installations etc., in the said property hereby sold.
22. That the Seller hereby declares that this Sale Deed is being made in favour of the Purchaser along with the undivided proportionate title in the common areas to the association of allottees/ Maintenance society/resident welfare association formed or to be formed for the said project.
23. THAT the Shop/Office transferred under this deed is situated at , which is not within a limit of 100 meter _ or any other segment roads given in circle rate list, hence the valuation of the land is calculated as per Residential rates given in the circle rate list issued by Collector,
.....
24. That save and except the said Shop/Office as is purchased by the purchaser(s), the purchaser(s) shall have no claim or right of any nature or kind whatsoever in the open land and / or the building subject nevertheless that the purchaser(s) shall have limited right to use the common portions with the other occupiers of the Shop/Offices and the building as per the conditions imposed by Maintenance Society.
25. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Shop/Office to the Purchaser(s) and thus, the same supersedes any other agreement or arrangement whether written or oral, if in any of the terms hereof, except under the signatures of the authorized signatory of the seller after the date of registration of this Sale Deed.
26. That all the passages, exits, entrances open space and staircase or other facilities by their very nature are to be utilized and enjoyed commonly.

27. That for purpose of stamp duty the circle rate of SHOP/OFFICE is fixed is Rs./- per sq. mtr. and value of carpet area sq.mts. Comes to Rs./- on which stamp duty of **Rs./-** is being paid @ 70/- per thousand by the Purchaser, vide G.O.No.-S.Vi.K.Ni-5-2756/11-2008-500(165)/2007 dated 30-06-2008, through E-Stamp.
28. **INDEMNIFICATION:** That the purchaser(s) hereby indemnifies and agrees to keep the seller indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the seller may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by the purchaser(s) in respect of the said Shop/Office from the date of execution of this Deed.
29. **NOTICE:** That all letters, circulars, receipts and / or notices issued by Seller dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the purchaser(s) given herein above will be sufficient proof of the receipt of the same by the purchaser(s) and shall completely and effectually discharge the Seller in respect of the same.
30. That the proportionate area of the land hereby sold is about () sq. meter situate in DISTRICT the value whereof @ Rs. /- per sq. meter comes to Rs. _ /-. The total area of Shop/Office is about () sq. meter and value thereof @ Rs. /- per sq. meter comes to Rs. _/-. The total value of land and construction of the Shop/Office comes to Rs. _/-. However the actual sale consideration being Rs. /- only. Hence the stamp duty of Rs. /- has been paid vide E-Stamp Certificate No. **dated** __ on the sale value of the Shop/Office.
31. THAT the entire expenses for execution and registration of this deed and typing charges, registration fees and other miscellaneous expenses shall be exclusively borne by the purchaser(s) and the stamp duty has been paid by purchaser(s) to this deed.
32. **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.
33. **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.
34. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim (Dispute) arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or inconnection 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 Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Lucknow The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

SCHEDULE OF PROPERTY

Shop/Office No. () on the () Floor in the **Tower-** in the building known as '___ -', built over a plot of land bearing Khasra Nos. situated at Village _ measuring about (_) sq. mtr. with proportionate right in land sq. mtr. and bounded as under :-

EAST :

WEST :

NORTH :

SOUTH :

IN WITNESS WHEREOF the parties have put his respective hand on this deed of sale on the date month and year, first above written.

Signature of Seller

Authorized Signatory

Signature of Buyer(s)/ Allottee(s)

Witness: 1.

2.

Drafted by:

(_____)

Advocate, Civil Court,

Composed by:

(.....)

Civil Court,