

# **SALE DEED**

**SALE DEED FOR.....RS. -00**  
**STAMP DUTY.....RS.0-00**

**Note:** - That a Government Order has been passed regarding the Stamp Duty of for Ladies, vide its Letter No.\_\_\_\_\_, Lucknow, Dated \_\_\_\_\_, hence the Stamp Duty has been paid or Rebate of Rs.\_\_\_\_\_/-.

## **VALUATION/MARKET VALUE OF THE SHOP AS PER CIRCLE RATE:**

**Circle Rate** : Rs.\_\_\_\_/-@ Rs.27,000/-Per Sq. Mtr.  
**Rebate for Floor** : \_\_\_\_%  
**Extra for Common Facilities** : 9%  
**Rebate for Rain Water Harvesting System:** 5%  
**Total Valuation** : Rs.

## **BRIEF DETAILS OF SHOP**

V-Code : 0302/31  
Type of Land : Commercial  
Details of Shop : **Shop/Unit No.**\_\_\_\_\_, on \_\_\_\_\_  
Floor, in the Commercial Project known as '**SQUARE ONE**' built on Plot Of Land Bearing No.C.P.4/1, Ratan Khand, Sharda Nagar Yojna, Raibareilly Road, Lucknow, (U.P.).  
Total Area : \_\_\_\_\_ Sq. Mtrs.  
Built up Area : \_\_\_\_\_ Sq. Mtrs.  
Status of Road : \_\_\_\_\_ Mtrs. Wide Road  
Number of Pages : \_\_\_\_\_  
Vendor/Seller : Itself

## **Boundaries of the Plot of Land:**

East : Road 9 Mtrs. Wide  
West : Others Property  
North : Road 30 Mtrs. Wide  
South : Road 9 Mtrs. Wide

## **Description of Vendor/Seller:**

**M/s R D Info Solutions Pvt. Ltd.,** a Company registered under the Companies Act, 1956 having its Office at **6, Pratap Nagar, Street no.10, Mayur Vihar, Phase-**

I, **Delhi-110092**, THROUGH ITS AUTHORIZED  
SIGNATORY SHRI \_\_\_\_\_ S/O  
SHRI \_\_\_\_\_.  
PAN-\_\_\_\_\_.

**Description of Vendee(s)/Purchaser(s):**

SHRI VINOD KUMAR S/O \_\_\_\_\_,  
\_\_\_\_\_ R/O \_\_\_\_\_  
PAN-\_\_\_\_\_.

**SALE DEED:**

**THIS SALE DEED** is executed at Lucknow, on this \_\_\_\_\_ day of November, 2017.

**BETWEEN**

1. **M/s R D Info Solutions Pvt. Ltd.**, a Company registered under the Companies Act, 1956 having its Office at **6, Pratap Nagar, Street no.10, Mayur Vihar, Phase-I, Delhi-110092**, through its Authorized Signatory **Shri** \_\_\_\_\_ S/o Shri \_\_\_\_\_, duly authorized and appointed vide Board's Resolution dated \_\_\_\_\_, hereinafter referred to as "**Vendor**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns, of the **ONE PART**.

**AND**

2. Shri Vinod Kumar S/O Late Shri Gauri Shankar Jaiswal. House No.M1/E-155, Riska Colony Kashiram Yajna, Kanpur Road, Lucknow, U.P., hereinafter referred to as "**Vendee(s)**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, legal representatives and assigns, of the **OTHER PART**.

**WHEREAS**

- A. Whereas the Company has purchased a Plot of land bearing No.C.P.4/1, area measuring 2291.10 Sq.Mtrs., situated, in the area of Ratan Khand, Sharda Nagar Yojna, Raibareilly Road, Lucknow, (U.P.), from Lucknow Development Authority after executing the Sale deed and the same was registered on 12.10.2012, vide Book No. 1, Volume No. 14815, page Nos. 389 to 562, Document No.18304, in the office of Sub-Registrar-I, Lucknow, U.P.
- B. Thus the Vendor became the owner of the Land mentioned above, situated in the area of Ratan Khand, Sharda Nagar Yojna, Raibareilly Road,

Lucknow, (U.P.) (hereinafter referred to as "Said Land"), by virtue of Sale Deed fully referred above.

- C. The Vendor got the above Said Land mutated in its own name in the Revenue records of Tehsildar, Lucknow.
- D. After obtaining sanctioning of building plans from Lucknow Development Authority(hereinafter referred as "LDA"), the Vendor developed the Said Land by developing and constructing thereon a commercial Project, namely "**Square One**" (herein "**Said Complex**"), comprising of multi-storied buildings having Commercial Shops/units, along with other common services and facilities being part of the Said Complex, in accordance with the sanctioned building plans.
- E. The Vendor offered for allotment and sale of the Shops in the Said Complex and by virtue of an Allotment, the Vendor had allotted to the Vendee a **Shop/Unit No.**\_\_\_\_\_, on \_\_\_\_\_ Floor, (herein "**Said Shop**")in the Project known as '**SQUARE ONE**', alongwith undivided and impartible proportionate share in the land underneath Said **Commercial Complex** and undivided proportionate share in the common areas of the Said **Commercial Complex** including all easementary rights attached thereto alongwith rights of use of common areas and facilities earmarked for common use for all occupants within the Said **Commercial Complex**, for an agreed consideration and on payment of other charges and in accordance with the terms and conditions of allotment.
- F. The Vendee has been provided by the Vendor with all the relevant information, documents, building plans and such other credentials with respect to its rights, title and interest and its competency, facilities and basic infrastructure provided in the Said **Commercial Complex**. The Vendee has confirmed that he has examined the said documents, building plans etc., and is/are fully satisfied in all respects with regard to the rights, title and interest of the Vendor in the Said **Commercial Complex** and has also understood all limitations and obligations of the Vendor in relation thereof.
- G. The Vendee herein thus has relied solely on his own judgment and investigation while deciding to seek allotment of the Said Shop. There has never been any investigation or objection by the Vendee in this respect after the allotment of the Said Shop by the Vendor, and as such, pursuant to the allotment, the Vendee is now entering into this sale deed for the Said Shop.
- H. For the purposes of this Sale Deed, "Common Areas and Facilities", "Limited Common Areas and Facilities" and "Independent Areas" are defined as under:
  - (a) "Common Areas and Facilities" means and includes:
    - (i) the land on which the Said **Commercial Complex** is located and all easements, rights and appurtenances belonging to the Said Land and the Said **Commercial Complex**,

- (ii) the foundations, columns, girders, beams, supports, main walls, halls, common corridors, passages, lobbies, stairs, stair-way, and entrances and exits of the Said **Commercial Complex**;
- (iii) installations of common services such as power, light, water and sewerage etc.;
- (iv) the elevators, tanks, pumps, motors, expressers, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors;
- (v) circulation area, service areas including but not limited to, machine room, overhead water tanks etc., architectural features, if provided and security control rooms;
- (b) "Limited common areas and facilities" means those common areas and facilities within the Said **Commercial Complex** / Said Complex earmarked/ reserved including parking spaces, storages etc. for use of certain Shop or Shops to the exclusion of the other Shops.

All other common areas and facilities, which are not included hereinbefore in Common Areas and Facilities, shall be treated as limited common areas and facilities and shall be reserved for use of certain Shop or Shops or Shops to the exclusion of other Shops as well as independent areas which may be sold by vendor without the interference of other Shop owner(s).

- (c) "Independent Areas" mean the areas which are not included as common areas for joint use of Shops and may be sold by the Vendor without the interference of other Shop owners.
- I. The Vendee, since has paid the total agreed consideration to the Vendor, the Vendor, by virtue of this sale deed, is transferring and conveying the Said Shop, in favour of the Vendee, on the terms and conditions, as set out hereinafter;

**NOW, THEREFORE, THIS SALE DEED WITNESSETH, AS UNDER:**

1. In consideration of a total sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), the detail of payment are as under:-

Rs. \_\_\_\_\_ Already received.

This Shop has been financed from \_\_\_\_\_.

which consideration is already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits before the Sub-Registrar-I, Lucknow, and in consideration of the undertaking of the Vendee to pay such further amount, as he/she/they may be at any time hereto after become liable to pay in terms of this Sale Deed, and also

subject to all those terms and conditions contained in the Allotment, as referred hereinabove, which may or may not have been specifically incorporated herein, the Vendor doth hereby grant, convey, transfer, assure and assign unto the Vendee the Said Shop, as more fully described in Schedule "A" given hereunder, and for greater clarity delineated on the plan attached hereto, together with the undivided and impartible proportionate share in the land underneath the Said **Commercial Complex** and the undivided proportionate share in the common areas of the Said **Commercial Complex** and alongwith all rights, privileges and easements whatsoever necessary for the enjoyment of the Said Shop, TO HAVE AND TO HOLD the same unto and to the use of the Vendee and his/her/their successors-in-interest and assigns, legal heirs, absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants hereinafter contained and each of them.

2. The Said Shop hereby sold, conveyed and assured under this Sale Deed is free from all sorts of encumbrances or charges (except those created on request of the Vendee to obtain housing loan for purchase of the Said Shop), transfers, easements, liens, attachments of any nature whatsoever and the Vendor has unencumbered, good, subsisting and transferable rights in the same.
3. The vacant and peaceful possession of the Said Shop hereby sold has been delivered by the Vendor to the Vendee and the Vendee has taken possession of the same, after physical inspection of the Said Shop, and after having satisfied himself about the quality, specifications and extent of construction, Total area, Carpet Area, facilities and amenities and design of the Said Shop and undertakes not to raise any dispute hereto after in connection therewith individually or collectively.
4. In case the Vendee has availed loan facility from his employer or financing bodies to facilitate the purchase of the Said Shop, then in that case (a) The terms of the financing agency shall exclusively be binding and applicable upon the Vendee only, (b) The Vendee shall alone be responsible for repayment of dues of the financial institution/agency alongwith interest / penalty accrued thereon or any default in re-payment thereof.
5. For computation purpose the Total Area means the area of the Said Shop, which is the entire area enclosed by its periphery walls including half of the area under common walls between two Shops and full area of the other walls, columns and projections, window projections and other projections plus proportionate share in the common areas and facilities of the Said **Commercial Complex** and 'Carpet Area' or "Built-Up Area", shall mean the net usable area of the shop including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area.
6. The Vendee gets exclusive possession of the covered/ built-up area of the Said Shop. The Vendee shall also have undivided proportionate share in the common areas and facilities within the Said **Commercial Complex** and shall use such common areas and facilities harmoniously with other

occupants of the Said **Commercial Complex** without causing any inconvenience or hindrance to any of them. The Vendee shall also be entitled to use the general common areas and facilities within the Said Complex earmarked for common use of all the occupants of the same. Further, the use of such common areas and facilities within the Said **Commercial Complex** and of the Said Complex shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.

7. Except for the Said Shop, conveyed herein along with all common easementary rights attached therewith, including undivided right of use of all common areas and facilities and of ingress and egress over common areas within the Said Complex, which may be within or outside the foot print of the Said **Commercial Complex**, all rights and interests in all unallotted / unsold areas in the Said **Commercial Complex** / Said Complex, open spaces, roofs / terraces of Said **Commercial Complex**, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the Vendor and the Vendor shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the Vendor may deem fit in its sole discretion.
8. The Vendee shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Said **Commercial Complex**, and the same shall always remain undivided and impartible and unidentified.
9. The Vendee shall not cover or construct any structure in around, above or below or encroach upon the covered / open parking space specifically earmarked for the use of the Said Shop. It is so understood and made clear that the parking space, earmarked for the use of the Said Shop, does not have independent legal entity and shall always remain attached to and be integral part of the Said Shop and shall in no case be dealt with in any manner in separation with the same.
10. The Vendee shall abide by and observe all the conditions, terms and covenants of the sale deed, approvals governing the Said **Commercial Complex** / Said Complex, rules framed by the Vendor and all laws, bye-laws, rules and regulations stipulated by LDA and/or the Municipal, Local and other Government or Statutory bodies, the nominated maintenance agency, Real Estate (Regulation and Development) Act, 2016. and rules made thereunder and shall be responsible for and shall keep the Vendor and owners/ occupiers of other Shops in the Said **Commercial Complex** indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.
11. The Vendor doth hereby covenant with the Vendee that the interest, which the Vendor hereby profess to transfer is subsisting and the Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the Said Shop unto the Vendee in the manner aforesaid free from all encumbrances.

The Vendor hereby further covenants that in case at any time hereafter by reason of any act or default or omission or commission on the part of the Vendor, the Vendee suffers any loss and is deprived of whole or any portion of the Said Shop hereby conveyed to the Vendee on account of any defect in the title of the Vendor, the Vendor shall refund the sale consideration without any interest, to the extent of the rights affected in the Said Shop by the act of default, omission or commission of the Vendor and make good the losses suffered by the Vendee thereby, and in such case, the Vendee shall have no right to claim any compensation, interest or penalty or right in any other property in the Said Complex.

12. The Vendee has already paid the sale consideration, as stated hereinabove, and all other dues/charges, which are payable from the date of application and/or, in terms of allotment, referred herein-above. However, if any additional charges, levies, rates, taxes, demands etc. including service tax, VAT/GST/Works Contract Tax, development charges for the provision of peripheral and / or external services or for any other reason attributable to the Said Shop/**Commercial Complex** are charged, imposed or levied by any Government or Statutory Authority in future retrospectively or otherwise, then the same shall be treated as unpaid consideration of Said Shop payable by the Vendee and the Vendor shall have first charge/ lien on Said Shop for recovery of the same. The Vendee, however, agrees and undertakes to pay any such charges, taxes or levies, if charged, imposed or levied, and in the manner demanded by the Vendor.
13. That the Vendor has nominated Maintenance Agency, namely, \_\_\_\_\_ Pvt. Ltd., a company registered under the provisions of Companies Act, 1956, having its office at \_\_\_\_\_, to upkeep, operate and maintain the common services and facilities provided in the said **Commercial Complex** till such time, the Shop Owner's Association (herein "**SOA**") is formed and registered in a lawful manner and these services are taken by such legally formed and registered SOA. The Vendee has agreed and undertaken to enter into and to execute a Maintenance of Common Services Agreement (herein "Maintenance Agreement") with the maintenance agency, which shall inter alia contained the provisions regarding the manner of payments and consequences of default/delay in making payment of maintenance charges. The Vendee has undertaken to deposit with the maintenance agency an Interest Free Maintenance Security (herein "**IFMS**") and also pay Advance Maintenance Charges (AMC) towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges etc. The IFMS shall be refundable in terms of the arrangement mentioned in the Maintenance Agreement.
14. The Complex Maintenance & Management shall be handed over to Shop Owners Association after the expiry of initial one and half year period or earlier as the case may be. However, in case such Association is not formed, maintenance agency may continue to provide maintenance and management services of the Said Complex provided the Vendee pays the maintenance charges/Capital Equipment Replacement and Repairs Fund as may be mutually agreed at that stage. The Vendee promises, agrees

and undertakes to become member of such Shop Owners Association and to pay membership fee on its constitution / formation as per bye-laws.

15. The Maintenance Agreement, shall inter-alia contain the provisions, as under;
  - (i) Maintenance agency shall have right to enhance IFMS and the maintenance charges annually.
  - (ii) In the event of delay of payment of Maintenance charges, by the Vendee, interest shall be charged for the period of delay.
  - (iii) In case of failure of the Vendee to pay the maintenance bill, other charges on or before the due date, the Vendee shall authorize the maintenance agency to deny him/her/them the maintenance services that may include disconnection of water/sewer, power/power backup and debarment from usage of any or all common facilities within the Said Complex.
  - (iv) The maintenance agency may also, apart from other remedies open to it, restrict or object to the transfer of the Said Shop by the Vendee.
  - (v) The Maintenance charges and the consumption of electricity to the Said Shop and the charges payable on account of Power backup, shall be paid by the Vendee through pre-paid meters. Supply of power backup/ electricity may be disconnected, and maintenance services may be stopped to the Said Shop, in case of default by the Vendee in payment of these amount.
16. The Vendor has provided power back-up system to each Shop and to the common services/facilities in the Said **Commercial Complex**. The Vendee shall be liable to pay regularly and timely the charges towards electricity consumed by the Vendee through the power supply and proportionate running cost of power back-up system over and above the general maintenance charges, electricity consumed through the power back-up system at such rates, taxes, levies, service charges etc., as determined by the maintenance agency failing which supply of electricity through mains or power back-up can be discontinued by maintenance agency.
17. The maintenance of the Said Shop including all walls and partitions, sewers, drains, pipes, attached lawn and attached terrace areas shall be the exclusive responsibility of the Vendee from the date of the possession. Further, the Vendee will neither himself do nor permit anything to be done which may damage any part of the Said **Commercial Complex**, the staircases, shafts, common passages, adjacent Shop/s etc. or violates the rules or bye-laws of the Local Authorities or the Shop Owners Association.
18. The Vendor shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Shop of the said Vendee or other Shops / Common Areas of the Said **Commercial Complex**. The Vendee shall keep maintenance agency and the Vendor



indemnified and harmless against any loss or damage that may be caused to the maintenance agency, the Vendor and other Shop owners of the Said **Commercial Complex** or their family members or any other persons or their properties in this regard.

19. The existing use of the Said Shop is Commercial and the Vendee undertakes to use the Said Shop for specific Commercial purposes only which are permissible under the Law. The Vendee shall, therefore, not use the Said Shop conveyed herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the Vendor and owners/occupants of other Shops in the **Said Commercial Complex/Said Complex**. The Vendee undertakes that the Vendee shall not use the Said Shop for any other purpose e.g. Rice mill, Atta chakki, Factory, Welding Work, Meat Shop, Restaurant, Dhaba, Liquor/Wine Shop, Automobile Workshop or Shop for chemical or explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the Said Shop etc. any activity which is injurious or which is prohibited by the State or Central Government or any other Statutory Authority shall not be carried out in or from the Said Shop.
20. The Vendee shall be liable to pay all taxes or other charges including Municipal Tax, Property Tax, Water Tax, Sewerage Tax or any other such taxes, charges, levies etc. which are imposed, levied or charged, under any law in force or that may hereafter be enforced, in respect of the Said Shop, from the date of allotment of Said Shop.
21. All the provisions contained herein and the obligations arising hereunder in respect of Said Shop/ **Said Commercial Complex** shall equally be applicable to and enforceable against any and all occupiers, tenants/licensees and/or subsequent purchasers / transferees of Said Shop. Whenever the right, title and interest of the Vendee in the Said Shop is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale Deed and the Maintenance Agreement referred to elsewhere in this Sale Deed and he be liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Shop.
22. The Vendor doth hereby covenant with the Vendee that the interest, which each of the Vendor hereby professes to transfer, is subsisting and the Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the said shop unto the Vendee in the manner aforesaid free from all encumbrances. The Vendor hereby further covenants that in case at any time hereto after by reason of any act or default or omission or commission on the part of the Vendor, the Vendee suffers any loss and is deprived of whole or any portion of the said shop hereby conveyed to the Vendee on account of any defect in the title of the Vendor, the Vendor shall refund the sale consideration without any interest, to the extent of the rights affected in the said shop by the act of default, omission or commission of the Vendor and make good the losses suffered by the Vendee thereby, and in such case, the Vendee shall have no claim to any compensation in any other property in the Said Complex.

23. Whenever the title of the Said Shop is transferred in any manner by way of sale deed whatsoever, it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before affecting the transfer of the Said Shop.
24. The Vendee shall not raise any construction temporary or permanent in or upon the Said Shop nor shall make any alteration or addition or sub-divide or amalgamate the Said Shop. That the Vendee shall not demolish or cause to be demolished any structure of the Said Shop or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same or in any part thereof in view of structural safety of the **Said Commercial Complex**. The Vendee shall not remove the floor, roof and any walls of the Said Shop including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the Shops above, adjoining and below it.
25. The Vendee shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the Said Shop in any form. The Vendee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors/shutters and shall not carry out any change in the exterior elevation and design by causing any addition or alteration in the same or otherwise. Any such breach shall be treated as default and the same shall attract disconnection of common services and facilities.
26. The structures of the **Said Commercial Complex** along with pumps, motors, expressers, generators and in general all apparatus and installations existing for common use and other common facilities etc., may be got insured by the Vendees/Shop Owners Association as per their mutual consent and the cost of such insurance shall be shared collectively by them.
27. The Vendee shall not keep any hazardous, explosive, inflammable chemicals/materials etc. which may cause damage to the **Said Commercial Complex/Said Complex** or any part thereof. The Vendee shall be liable for the same and keep the Vendor and owners of other Shops in the **Said Commercial Complex** and others in the Said Complex indemnified in this regard.
28. The Vendee shall keep the Said Shop properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the **Said Commercial Complex** or hinder the proper and responsible use of such portion(s) by the Vendor and owners of other Shops. The Vendee shall maintain at his own costs the Said Shop including walls and partitions, sewers, drains, pipes, and attached areas thereto in the same good condition, state and order in which it is delivered to him and in particular to prevent any seepage, leakage, flooding or damage to any other part of the **Said Commercial Complex**, more particularly the Shops adjoining and below it. The Vendee shall keep the Vendor, and owners / occupiers of other Shops in the **Said Commercial Complex** and others in the Said Complex indemnified, secured and

harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Vendee.

29. The Vendee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to use. The Vendee shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by him in the Said Shop or on any common areas within the **Said Commercial Complex** and shall be liable to be removed at his cost.
30. Neither the owners / occupants of the Said Shop nor owners / occupants of other Shops in the **Said Commercial Complex** will ever have any right to obstruct or cause obstruction or hindrance of any nature to the staircase / driveway and any other common passage, services and facilities in any manner whatsoever.
31. The Vendee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external façade of the **Said Commercial Complex** or anywhere on the exterior or on common areas or on roads of the **Said Commercial Complex** and shall be entitled to display their own sign board only at the proper place, provided for the Said Shop i.e. at the top of the Shutter cover only.
32. The Vendee may undertake non structural / interior decorations related alterations in his Shop only with the prior written approval of the Vendor / Maintenance Agency. The Vendee shall not be allowed to effect any of the following changes/alterations:
  - (i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the Said Shop or any part of adjacent Shops/units. In case damage is caused to an adjacent Shop or common area, the Vendee will get the same repaired failing which the cost of repair may be deducted from the Vendee's IFMS deposit and the Vendee shall deposit the same within seven days.
  - (ii) Changes that may affect the facade of the **Said Commercial Complex** (e.g. tampering with external treatment, changing the paint colour of external walls, putting different colours on shutters, hanging or painting of signboards etc.).
  - (iii) Making encroachments on the common spaces in the **Said Commercial Complex**.
  - (iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Shop.
33. The Vendee shall strictly observe following points to ensure safety, durability and long term maintenance of the Said Commercial Complex:

- (i) No changes in the internal lay-out of the Said Shop should be made without consulting a qualified structural consultant and without the written permission from the Vendor / Maintenance Agency.
  - (ii) No R. C. C. structural member like column and beams should be hammered or punctured for any purpose.
  - (iii) All the external disposal services to be maintained by periodical cleaning.
  - (iv) The Vendee shall not cover the balcony/ terrace of the Said Shop by any structure, whether permanent or temporary.
  - (v) No alteration will be allowed in elevation, even of temporary nature.
  - (vi) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
  - (vii) If Vendee rents out the Said Shop, he is required to submit all details of the tenants to the am Maintenance Agency or the Shop Owners Association, as the case may be. The Vendee will be responsible for all acts of omission and commission of his tenant. The LMSPL or the Shop Owners Association may object to renting out the Said Shop to persons of objectionable profile.
  - (viii) The Vendee is not allowed to put the grills in the Said Shop as per individual wish, only the design approved by Vendor will be permitted for installation.
34. In the event of increase of FAR (Floor Area Ratio) by any Government/Competent Authority, the Vendor shall have unfettered right to raise further constructions on any area of the Said Commercial Complex/Said Complex as being the sole and exclusive property of the Vendor and the Vendee shall not be entitled to raise any objection or to make any claim whatsoever. The Vendor shall have the right to make additions, raise additional stories on the Said Commercial Complex/Said Complex or put up additional structures as all provisions have been made in the Said Commercial Complex/Said Complex and the same shall be the sole property of the Vendor, who shall have the absolute right to dispose of the same in any manner it likes without any interference from any Vendee and the Vendee hereby expressly consents to the same and agrees that the Vendee shall not be entitled to raise any objection or claim any reduction in the price of Shop acquired by him or any compensation or damages on the ground of inconveniences or any other ground whatsoever.

The Vendor shall have the right to connect the electric, water, sewerage and sewage fittings of the additional structures or stories with the existing electric, water, sewerage and sewage connections. Further, the Vendor shall have all the rights over the top roof/terrace of the Said Commercial Complex/Said Complex. The Vendor reserves the right to deal with any

part of the top roof/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipments or to use the same for advertisement purposes. The top roof/terrace shall always vest in the Vendor. The Vendee hereby gives consent to the same and agrees that the Vendee shall not be entitled to raise any objection or claim anything on this account or any other ground whatsoever.

35. The Vendee may transfer by sale, gift, exchange or otherwise in any manner, the Said Shop after obtaining a No Objection Certificate from the Vendor and / or the Maintenance Agency with regard to clearance / payment of outstanding maintenance charges and any other charges payable by the Vendee to the Vendor or the Maintenance Agency / the registered Shop Owners Association/Society concerned with maintenance of common areas, facilities and services.
36. In the event of any controversy as to the interpretation and applicability of the terms and conditions as mentioned in the Allotment and the terms and conditions contained as in the Sale Deed, the terms and conditions as contained in the Sale Deed shall prevail and shall remain binding on the Vendee.
37. All the costs and expenses incidental to the preparation, execution and registration of this Deed including the payment of Stamp Duty, Registration Fee and Advocate Fee etc. has been borne by the Vendee.
38. That for all intents and purposes and for the purpose of the terms and conditions set out in this Deed, singular includes plural and masculine includes the feminine gender.

#### **SCHEDULE "A" REFERRED HEREINABOVE**

Description of the Said Shop conveyed to the Vendee

All that piece and parcel of the **Shop bearing No.**\_\_\_\_\_, on \_\_\_\_\_ **Floor**, having a Total Area of \_\_\_\_\_ Sq. Ft. and Built-up Area of \_\_\_\_\_ Sq. Ft., along with undivided and impartible proportionate share in the land underneath the **Said Commercial Complex** and undivided proportionate share in the common areas of the **Said Commercial Complex** including all easementary rights attached thereto along with rights of use of common areas and facilities earmarked for common use for all the Shop Owners within the **Said Commercial Complex**, the **Said Commercial Complex** being known as "**SQUARE ONE**" built on built on Plot Of Land Bearing No.C.P.4/1, Situated at Ratan Khand, Sharda Nagar Yojna, Raibareilly Road, Lucknow, (U.P.).

**IN WITNESS WHEREOF**, the Vendor and the Vendee, described hereinabove, have signed, sealed & executed at the place and, on the day, month & year, first above written.

**WITNESSES:**

1.

**VENDOR**

**VENDEE**

**2.**