

**Description of Stamp Duty Paid:**

(Stamp Duty paid though e-Stamp Certificate No: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ for Rs. \_\_\_\_\_)

**AGREEMENT TO SELL (ATS)**

This Agreement to sell is made and executed at Lucknow, Uttar Pradesh, on this \_\_\_\_ day of \_\_\_\_\_ Year \_\_\_\_ (“Agreement to Sell” or “ATS”)

**By and Between**

**M/s. Rhine Infrabuild LLP (LLP Identification No AAL-4202)**, a Limited Liability Partnership Firm and having its registered office at Anand Plaza, 1<sup>st</sup> Floor, CP-01, Viram Khand 01, Gomti Nagar, Lucknow 226010 through its duly authorized signatory **Shri \_\_\_\_\_ S/o Shri \_\_\_\_\_** duly authorized by Board resolution dated \_\_\_\_\_ (hereinafter referred to as “**Seller**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

**AND**

**Mr./Mrs. \_\_\_\_\_ (Aadhar No.: \_\_\_\_\_) S/W/D of Mr./Mrs. \_\_\_\_\_ R/O \_\_\_\_\_**

**(PAN No: \_\_\_\_\_) (Applicant) AND Mr./Mrs. \_\_\_\_\_ (Aadhar No.: \_\_\_\_\_) S/W/D of Mr./Mrs. \_\_\_\_\_ R/O \_\_\_\_\_ (PAN No: \_\_\_\_\_) (Co-Applicant).**

(hereinafter referred to as the “**Buyer**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, legal representatives and permitted assigns).

The Buyer and the Seller are hereinafter collectively referred to as the “**Parties**” and individually as “**Party**”.

**M/s. Rhine Infrabuild LLP (LLP Identification No. AAL – 4202)** ,a Limited Liability Partnership firm, having its office at Anand Plaza, 1<sup>st</sup> Floor, CP-01, Viram Khand 01, Gomti Nagar, Lucknow 226010, U.P. **(PAN No AAXFR1356B)** has developed the Retail Shops in the Building Celeste Mall & Multiplex (“**Project**”) situated at CP138, Sector D-1, Kanpur Road, (near Power House Crossing, Ashiyana), Lucknow

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The Seller has been allotted the Retail Shop no. [REDACTED] as more particularly detailed out in Schedule A hereto ("**Schedule A Property**"), as per the terms and conditions contained in the Booking Application Form dated [REDACTED] and/or the Agreement For Sale dated [REDACTED] and/or Sale Deed dated [REDACTED] (Individually or/and collectively referred to as the "**Allotment Documents**").

The Buyer is interested in purchasing the undivided, indivisible, impartible, un-demarcated, unlockable Space means limited Share in Retail Shop i.e. the **Schedule-A Property** (hereinafter referred to as "**SRS**" Shop no: [REDACTED], as Tenant in Common with others and accordingly the Parties have entered into this Agreement to sell for the aforementioned purpose. The super built up area of the aforesaid **SRS/SRS(s)** is [REDACTED] Sq Ft. ([REDACTED] Sq. Mts.) out of [REDACTED] Sq. Ft. ([REDACTED] Sq. Mtr.) Super Built Up area of Schedule-A property.

The Buyer has examined the title documents, sanctioned/ Approved/ Regularized plans, Completion Certificate, required permissions, NOCs, designs, and specifications of the Project and relevant documents of Schedule-A Property. The Buyer has further examined the Allotment Documents and fully satisfied himself/herself/itself after independent investigation and due enquiry made by the Buyer himself/ herself/itself and/or through his/her/its legal advisor/attorney about the marketability and nature of rights, title, interest of the Seller in the Schedule A Property, and has agreed to purchase the aforesaid **SRS** to the extent of the undivided share, without any influence of the marketing material and advertisement or representation from the Seller. The Buyer further agrees and acknowledges that it shall not raise any objections, challenges or queries at any time in future and for whatsoever reasons with regard to the marketability or nature of the rights, title and interest of the Seller to the Schedule A Property and SRS also.

The Buyer agrees, recognizes and acknowledges the undivided, indivisible, impartible, un-demarcated, unlockable ownership rights by virtue of SRS in the Schedule A Property, and the Buyer on account of purchase of such undivided, indivisible and impartible ownership rights shall have no claim or demand in respect of any particular or specific part or portion of the Project and/or the Schedule A Property. The Buyer further recognizes and acknowledges that the Buyer of such undivided, indivisible and impartible ownership rights shall not be entitled to claim or bring any action for partition or division in the Project, the Schedule A Property, SRS and/or of any common areas, amenities and facilities of the Project.

The Parties have agreed to enter into this binding Agreement to sell for the purposes of capturing the understanding with respect to the sale and transfer of aforesaid SRS to the extent of the undivided share. The Buyer clearly understands that this Agreement to sell does not constitute a sale deed and it shall enter into the sale deed with the Seller *inter-alia* on the terms and conditions contained in this Agreement to sell and in the format prescribed by the Seller at a later stage. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, the Buyer agrees that reference shall be made to the detailed terms of

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the Allotment Documents, the terms whereof have been seen, read and understood/ accepted by the Buyer.

<p><b>Definitions</b></p>	<p>In this Agreement to sell, the capitalized words and expression shall have the meaning ascribed to them below. All capitalized words and expressions not defined below shall have the meaning assigned to them in the other parts of this Agreement to sell by bold letters enclosed with the quotes (""). Any words and expressions not defined in this Agreement to sell, shall have a meaning as ascribed to it in the Allotment Documents.</p> <p><b>Applicable Laws</b> shall mean all laws, promulgated or brought into force and effected by Government Authority including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court/judicial or quasi-judicial authorities, as may be applicable to this Agreement to sell and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, shall be in force and effect during subsistence of this Agreement to Sell; and</p> <p><b>Competent Authority/ Government Authority</b> shall mean and refer to any Central or State judicial, quasi-judicial or government authority, body, department, agency, commission, board, tribunal or other law, rule or regulation making entity having and/ or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (Whether statutory or otherwise) having authority or jurisdiction over the Project and the expression Government Authority / Competent Authority shall be construed accordingly.</p>
<p><b>Proposed Transaction</b></p>	<p><b>A.</b> The Buyer agrees to purchase and acquire from the Seller and the Seller agrees to sell, transfer, convey to the Buyer aforesaid SRS, as Tenant in Common with others, on the terms and conditions contained in this Agreement to sell.</p> <p><b>B.</b> The Seller shall enter into the Sale Deed with the Buyer, on satisfaction of each of the following conditions:</p> <p><b>i.</b> The payment of the Sale Consideration for the aforesaid <b>SRS</b> by the Buyer to the Seller, in full, in the time bound manner as set out in this Agreement to sell ; and</p> <p><b>ii.</b> On Completion of Five (5) years from the date of execution of this ATS.</p>

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<b>Sale Consideration and Payment Terms</b>	<p>A. In consideration of the Seller agreeing to sell, transfer, convey aforesaid SRS in favor of the Buyer, the Buyer shall pay a full and final sale consideration amount of Rs. _____ (Indian Rupees _____ Only) plus applicable GST, if any ("Sale Consideration"), in the manner set out below:</p>		
	<b>Stage</b>	<b>Payment percentage</b>	<b>Amount [Rs.]</b>
	At the booking of SRS	10%	_____
	Within 30 days from the date of booking of SRS	50%	_____
	Within 60 days from the date of booking of SRS	35%	_____
	Before execution of the sale deed of SRS	5%	_____
<p><b>Total Received Amount of Rs. _____ (Indian Rupees _____ Only)</b></p>			
<p>B. The Buyer agrees and undertakes that 10% (Ten Percent) of the total sale consideration of the aforesaid SRS shall be considered as earnest money ("Earnest Money").</p>			
<p>C. The Buyer agrees and acknowledges that the time shall be the essence of this Agreement to sell and any delay in payment of Balance sale Consideration by the Buyer shall confer upon the Seller absolute option and right to cancel the ATS and the transaction contemplated herein and forfeit the "Earnest Money" and interest &amp; other charges deposited, if any. Thereupon, the Buyer shall have no lien or claim on SRS and the Seller shall be entitled to resell and/or otherwise deal with SRS, in the manner the Seller deems fit. However, in exceptional circumstances, the Seller in its sole discretion can condone the delay in payment by charging interest @18% per annum. In such event the Seller shall have the right of waiving of forfeiture of Earnest Money and accepting the payment in the manner herein stated and no right whatsoever, would accrue to Buyer for identical relief in reference to any subsequent default.</p>			
<p>D. The Buyer hereby agrees and acknowledges that the payments made by the Buyer will first be adjusted towards the interest and administrative charges due, if any and thereafter the balance will be adjusted towards the payment installments due.</p>			

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|  | <p>E. The payments by the Buyer shall be made through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of the Seller with payable at [Lucknow]. The Seller reserves the right to amend or change the account details and payment advice/instruction and provide new or modified bank account details to the Buyer. The date of clearing of the instrument/ receipt through permissible electronic transfer mode shall be deemed to be the date of payment. The Buyer agrees that the Seller shall not accept any payment through outstation cheques.</p> <p>F. Total Sale Consideration shall not include the followings:</p> <ul style="list-style-type: none"><li>a. IFMS (Interest Free Maintenance Security) @ Rs. <span style="background-color: yellow;">      </span> per Sq.Ft. on Super Area shall be charged before execution of ATS.</li><li>b. Stamp Duty, registration fees and legal charges/advocate fees etc. shall be payable extra on registered agreement and same for sale deed as and when demanded by the Seller.</li></ul> |
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<p><b>Compliance of laws relating to remittances</b></p>	<p><b>A.</b> The Buyer, if resident/residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Seller with such permission, approvals which would enable the Seller to fulfill its obligations under this Agreement to sell . Any refund, transfer of security, if provided in terms of this Agreement to sell shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Buyer understands and agrees that in the event of any failure on his/ her/ their part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she / they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.</p> <p><b>B.</b> The Seller accepts no responsibility in regard to matters specified in Clause A above. The Buyer shall keep the Seller fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Buyer subsequent to the signing of this Agreement to sell, it shall be the sole responsibility of the Buyer to intimate the same in writing to the Seller immediately and comply with all necessary</p>
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	<p>formalities, as specified and under the Applicable Laws. The Seller shall not be responsible towards any third party making payment/ remittances on behalf of any Buyer and such third party shall not have any right in the allotment of SRS applied for herein in any way and the Seller shall be issuing the payment receipts in favour of the Buyer only.</p>
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<b>Interest tax, other levies and duties</b>	<p>All statutory and non-statutory charges, taxes, GAC, Metro Cess, GST and other levies demanded or imposed by the concerned authorities shall be payable proportionately by the Buyer as per demand raised by the Developer or the Seller.</p>
<b>Cost and Indemnities</b>	<p>The entire legal expenses of execution of the Sale Deed, including the stamp duty and the registration charges, and other out of pocket expenses in connection with the Proposed Transaction shall be borne and paid by the Buyer.</p> <p>Further, the Buyer (the “<b>Indemnifying Party</b>”) shall indemnify, defend and hold harmless the Seller, its officers and directors (the “<b>Indemnified Party</b>”) from and against any damages, losses, costs or any other claims/ actions, or proceedings arising out of or relating to: (i) any breach of the obligations by the Indemnifying Party; or (ii) any misrepresentation or breach of any representations and warranties of this Agreement to sell by the Indemnifying Party.</p>
<b>Representation and Warranties</b>	<p>The Buyer makes the representation and warranties set out in this Clause to the Seller on the date of this Agreement to sell.</p> <p><b>A.</b> The Agreement to sell and the obligations expressed to be assumed by under this Agreement to sell constitutes legal, valid and binding obligations of the Buyer, enforceable in accordance with its terms and the provisions of Applicable Laws.</p> <p><b>B.</b> The executor of this Agreement to sell has full power and authority to act on behalf of the Buyer and to execute in the name of and on behalf of the Buyer, all deeds, receipts and other documents including this Agreement to sell.</p> <p><b>C.</b> The Buyer has obtained all necessary authorisations, including those required from its lenders or shareholders in relation to the Proposed Transaction.</p>

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<p><b>Special Conditions</b></p>	<p><b>A.</b> The Buyer has examined the title documents, sanctioned/ Approved/ Regularised plans, Completion Certificate, required permissions, NOCs, designs, and specifications of the Project and relevant documents of Schedule-A Property and agrees that the Developer may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any Competent Authority.</p> <p><b>B.</b> The Buyer agrees and acknowledges that each retail shop/unit in the Project shall have only one membership/vote in the owner's association represented by its owners by virtue of registered sale deeds. Since the Buyer will own the limited and undivided share in the Schedule A Property as "Tenant in Common" with others, all owners of limited and undivided shares in the Schedule A Property shall collectively have one vote for the purposes of any matter concerning the association of owners of other retail shops of the Project.</p> <p><b>C.</b> The Buyer agrees and acknowledges that the maintenance and operation of the Project shall be undertaken by the Developer or by its duly nominated agency till such time the same is not handed over to the truly representative and duly elected body of the retail shop/ unit owner(s)/association as per the U.P. Apartment (Promotion Of Construction, Ownership And Maintenance) Act, 2010. The Developer or its nominated agency for maintenance, as the case may be, is referred to as "<b>Maintenance Agency</b>" / "<b>MA</b>".</p> <p><b>D.</b> The Buyer, jointly with other buyers of all SRSs of the Schedule-A Property, shall agree and undertake to collectively enter into a single Maintenance and Operation Agreement only with the MA for the purpose of management, administration, preservation, and upkeep the Project, operation and maintenance of common services therein and also for maintenance repair and replacement of common facilities/equipment, etc.. The Buyer shall adhere and comply with all rules, guidelines, regulations and other SOPS of the Project. The Buyer further agrees and understands that the aforesaid Maintenance Agreement may also be executed by the Authorized Representative of the Association of Buyers of all SRSs to the Schedule A Property.</p> <p><b>E.</b> That the proportionate common maintenance charges will be paid by the Buyer in proportion of the area owned by it in the Schedule A Property.</p> <p><b>F.</b> The proportionate share of expenses on account of common</p>
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area electricity consumption, generator power back up, water, gas and other utilities shall be charged extra on super built-up area on a pro rata basis.

- G.** The Buyer shall not be entitled to claim or bring any action for partition or division in the Project, the Schedule A property and/or of any common areas, amenities and facilities of the Project.
- H.** The undivided specific share and interest in common areas, amenities and facilities of the Project cannot be separated or sold independently.
- I.** The Buyer shall observe, perform and abide by the terms and conditions of all permissions, sanctions, approval issued by Lucknow Development Authority, Government of Uttar Pradesh or any other Government Authority in this regard.
- J.** The Buyer undertakes to abide by and comply with all the Applicable Laws, operational manual, terms and conditions applicable/shall be made applicable to aforesaid SRS, the Schedule A Property and/ or the Project.
- K.** The Buyer shall observe, perform and abide by the terms and conditions as set out in the Allotment Documents of Schedule A property. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, the Buyer agrees that reference shall be made to the detailed terms of the Allotment Documents, the terms whereof have been seen, read and understood/ accepted by the Buyer to the extent it pertains to or governs the aforesaid SRS and/or Schedule A property.
- L.** The Buyer further agrees and understands that in case the Developer secures additional FAR, it shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to making additional buildings/blocks/floors and around the block in which Schedule A Property is located and the Developer shall be entitled to use and avail of existing electric, water, sanitary and drainage systems in the Project for the said additional FAR. The Buyer shall have no right or qualification to object to such further constructions by the Developer on the basis of the revised FAR.

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- M.** The usage and utilization of the rooftops of the Project shall be in the exclusive domain of the Developer and any hoardings and like use and application shall be made by the Developer only and the Buyer shall have no interest therein in the gains accruing thereby.
- N.** No cancellation of aforesaid SRS or termination of this ATS by the Buyer is permitted in any circumstances.
- O.** The Buyer shall form an association with other owners of the Schedule A Property to govern their respective rights and obligations as "Tenant in Common". The association of owners of schedule A Property shall not intervene, in any manner, with the functioning and working of main Associations of owners of the other retail shops in the Project. The Association of owners of schedule A Property shall not create any kind of nuisance in the project and shall always follow instructions and guidelines of the Developer and/or Maintenance/Operation Agency of the Project.
- P.** The Buyer wishes to avail the services of the Seller with respect to leasing of aforesaid SRS for and on behalf of the Buyer, and the Seller has agreed to provide such services for the Buyer on such terms and conditions as may be mutually agreed between them and recorded in writing. Further, in order to enable the Seller to perform the above services, the Buyer shall execute a special power attorney in favor of the Seller.
- Q.** The Buyer further agrees and understands that in case the Buyer fails to execute the Sale Deed within stipulated time, the Buyer shall pay holding charges/watch & ward charges as decided by the Seller.

	<p><b>S.</b> The Buyer shall first offer (“Offer”) to assign, mortgage, or sell the SRS, or any part thereof, to the Seller, on terms (including commercial terms) no less favorable than those on which the Buyer have received a bona fide and arm’s length concrete and final offer from a third party (“Third Party”) for such assignment, mortgage or sale. The Seller shall have the first right (but not obligation) to accept the Buyer’s Offer. However, the Seller will have to exercise such right within 60 days of making such an offer by the Buyer. In case the Seller refuses the offer then, the Buyer shall have the liberty to execute appropriate deeds of novation or any other document subject to the terms &amp; Conditions of this agreement, in favour of third party/Prospective Buyer and third party/prospective buyer shall strictly adhere to the terms &amp; conditions of this Agreement to Sell..</p> <p><b>T.</b> Subject to the provisions of Applicable Laws, the Buyer agrees and acknowledges that the Developer/Seller reserves the right to make alterations or modifications to the unit number, layout plans and/or specifications of the units in the Project.</p> <p><b>U.</b> Any other conditions as may be mutually agreed between the Seller and the Buyer, and recorded in writing.</p>
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<b>Amendment</b>	No amendment of this Agreement to sell shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression “amendment” shall include any amendment, variation, supplement, deletion or replacement however effected.
<b>Severability</b>	If any provision of this Agreement to sell is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement to sell but without invalidating any of the remaining provisions of this Agreement to sell . The Parties shall then use all commercially reasonable endeavors to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

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<b>Waivers, Rights and Remedies</b>	<p>A. No failure or delay by a Party in exercising any right or remedy provided by the Applicable Law under or pursuant to this Agreement to sell shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.</p> <p>B. The rights and remedies of each Party under or pursuant to this Agreement to sell are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and remedies under the Applicable Law.</p> <p>C. The Buyer agrees and understands that in case the Seller waives its right and remedy against any of the Buyers of the SRS/SRSs of the Schedule A Property, the same shall not be applicable upon the Buyer to this ATS. It is further clarified that such waiver shall not set any precedent for other Buyers of the SRS/SRSs of the Schedule A property and the same shall be dealt by the Seller on case to case basis.</p>
<b>Confidentiality</b>	<p>The Buyer agrees and acknowledges that any information related to the Project or the Schedule A Property and this Agreement to sell (including the fact of its existence) shall remain confidential and shall not be disclosed to any person (except the Buyer's directors and employees (strictly on need to know basis in connection with the Proposed Transaction), subject to the Buyer procuring a back to back confidentiality undertaking from such persons), without the prior consent of the Seller. The confidentiality obligations herein shall not prevent the Buyer from making disclosure to any court or tribunal that may be required by law, rules, regulation, court order or other similar legal process, so long as the Buyer has given a prior written notice to the Seller of its intention to make such disclosure, and agrees to co-operate with the Seller to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Seller may reasonably deem appropriate.</p>
<b>Governing Law</b>	<p>This Agreement to sell shall be governed by and construed in accordance with the laws of India and courts at Lucknow, Uttar Pradesh shall have exclusive jurisdiction over any matter arising from the same.</p>

*This Agreement to sell shall be effective and become binding on the Parties from the date of execution hereof, without any further action, deed or execution of any document by any Party thereto. This Agreement to sell shall be deemed to be executed on the date and at the place upon which the signatory last to execute this Agreement to sell shall affix his signature.*

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IN WITNESS WHEREOF, the Parties have caused this Agreement to Sell to be executed and acknowledged by their respective authorized officials or representatives hereunto duly authorized, as hereinafter appearing on the day, month and year first herein below written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Seller:**  
**For RHINE INFRABUILD LLP**

**Name Of the Authorised Signatory :** \_\_\_\_\_

**PAN No.:** AAXFR1356B

**Mobile No.:** \_\_\_\_\_

**Buyer: (Including Joint Buyers)**

**(1) Name:** \_\_\_\_\_

**PAN No.** \_\_\_\_\_

**Mobile No:** \_\_\_\_\_

**(2) Name:** \_\_\_\_\_

**PAN No.** \_\_\_\_\_

**Mobile No:** \_\_\_\_\_

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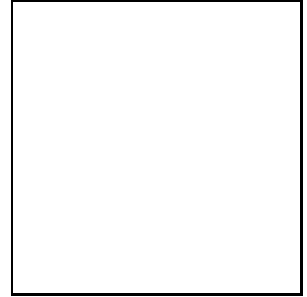
At Lucknow on \_\_\_\_\_ in the presence of:

**WITNESSES:**

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

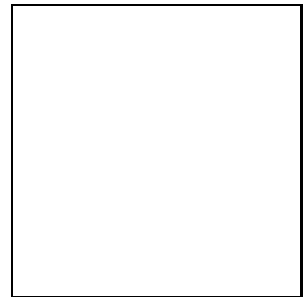
Address \_\_\_\_\_



(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



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