

Sale Consideration : Rs. _____/-

Market Value : Rs. _____/-

Stamp Duty Paid : Rs. _____/-

Ward :

DETAILS OF INSTRUMENT IN SHORT

• Ward/ Pargana	Lucknow
• Mohalla/ Village	Ahmamau
• Details of Property (Property No.)	Office/Commercial Space in ' FORTUNA EXPERIENCE CENTRE ' 'at " SUSHANT GOLF CITY ", situated at IT Park-2, Sector D, Pocket-1, Block 9, Sushant Golf City, Sultanpur Road, Lucknow
• Standard of measurement	sq. meter
• Carpet Area	_____ (_____) sq. meters
• Location Road	Sultanpur Road
• Type of Property	Official/Commercial Space
• Consideration	Rs. _____/- (Rupees _____ Only)
• Boundaries	East : West : North : South :
• No of persons in first part (1)	No of persons in second part (1)
• Details of Seller	Detail of Purchaser

FORTUNA FOUNDATION ENGINEERS & CONSULTANTS (P) LTD having its registered office 1st floor Fortuna House,42 Cantt Road,Burlington Crossing Lucknow-226001, through its Authorised Signatory Mr. Gaurav Agarwal S/o Sri Arun Agarwal , Authorised by Board Resolutio dated	_____ son/wife/daughter of _____ resident of _____ _____
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THIS DEED OF SALE IS EXECUTED BETWEEN **FORTUNA FOUNDATION ENGINEERS & CONSULTANTS (P) LTD** having its registered office 1st floor Fortuna House,42,Cantt Road,BurlingtonCrossingLucknow-226001,through its Authorised Signatory Mr. Gaurav Agarwal S/o Sri Arun Agarwal Authorised by Board Resolution dated _____(hereinafter referred to as "Seller") which expression

shall mean and include its legal representatives successors , transferees and assignees etc of **One Part**,

AND

_____son/wife/daughter of _____ resident of _____ (hereinafter referred to as "**Purchaser**") which expression shall mean and include its successors , transferees and assignees etc. of **Other Part**.

WHEREAS the Seller has purchased Freehold IT Park-2,Sector D, Pocket-1,Block 9, Sushant Golf City, Sultanpur Road, Lucknow, from Lucknow Development Authority, Lucknow vide Registered Sale Deed **dated vide Book No. I, Volume 6866 at pages 347/378 at No. 8019 Registered on 24-08-2007 in the office of Sub-Registrar-II, Lucknow; AND**

WHEREAS on the said land, the Seller has developed and raised a commercial tower popularly known as '**FORTUNA EXPERIENCE CENTRE**' containing several commercial _____ units /spaces and the Seller has got the map sanctioned from Lucknow Development Authority, Lucknow vide Permit No. _____ dated _____ for construction of a multistoried commercial complex over the said plot of land; AND

AND WHEREAS, the Seller wants to sell the Commercial unit/office space no. _____ (_____), having super built-up area measuring about.....sq. mtr. (..... sq. ft.) with actual carpet area available for the office purposes is sq. mtr. (..... sq. ft.) on the _____Floor in said building built over IT Park-2, Sector D, Pocket-1, Block 9, Sushant Golf City, Sultanpur Road, Lucknow and the Purchaser has also agreed to purchase the same for a sum Rs. _____/- (Rupees _____ Only) which offer the Seller has accepted.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :

- That in consideration of a sum of Rs. _____/- (Rupees _____ Only) which has been paid by the Purchaser to the Seller, the receipt of which the Seller hereby acknowledges the Seller do hereby sell, convey and transfer the ownership rights in construction, interest and possession of the aforesaid
Commercial unit /office space no. _____ (_____) having **carpet area measuring sq. mtr. (..... sq. ft.)** on the _____ Floor in said building built over IT Park-2, Sector D, Pocket-1, Block 9, Sushant Golf City, Sultanpur Road, Lucknow, to the Purchaser who shall become the owner and shall enjoy the said property in the manner provided and subject to the terms and conditions reproduced hereinafter. That the Seller and Purchaser hereby covenant with each other as follows:-
- That except the ownership right in the construction of the said property hereby sold the Purchaser shall has no claim, right, title or interest of any kind in respect of the open land, land underneath of the said property and roof of the said property hereby sold. However, the Purchaser of the said property shall have only the right to use all common facilities except as hereinafter provided. The Purchaser will be absolute owner of the construction (the said property) only by virtue of the instant deed and the common areas and all common facilities shall remain undivided. The Purchaser shall have no claim against the Builder/ Seller in respect of any item of work, quality of work, materials, installations etc. in the said property hereby sold.

- That the Purchaser is authorized to get the said property mutated in its own name by presenting the instant sale deed or its certified copy before the authority concerned.
- That the Seller hereby assures the Purchaser that the said property hereby sold is free from all sorts of encumbrances, such as prior gift, sale, mortgage attachment or any other registered or unregistered encumbrances and has good saleable and transferable rights in the said property hereby sold, if this fact is proved otherwise and/or if any person claims as result of which a part or whole of the said property goes out of the ownership of Purchaser, then the Seller shall be liable and responsible to the extent of such loss so suffer by the Purchaser.
- That the Purchaser will have to ensure that all the common facilities are kept open for use and it will not encroach upon these facilities and they will not damage and/or demolish the said property, peripheries and load bearing walls, partition walls, common walls which are common with other parts and flats, office, built up area, floors, ceilings, sewer, drain pipes and appurtenances hereto in any manner. The Purchaser will not make any addition or alteration of whatever nature to the said property or any part thereof without prior consent of the Seller.
- That the taxes, if any, due in regard to the said property upto the date of possession of the said property to the Purchaser shall be proportionately paid and borne by the Seller and thereafter and onwards by the Purchaser and so long as the said property is not separately assessed, the taxes due on the whole block / building shall be proportionately paid by the Purchaser in proportion to their share in the total built up area of the block / building. The possession of the said area has been handed over today by this sale deed.

- That the open land except the parking space and the land underneath the said property and terrace of the block / building shall always be the property of the Seller and the Seller have a right to make addition, raise storeys or to put additional structures as per its convenience over the said property hereby sold and such additional structures and stories shall be the sole property of the Seller who will be entitled to dispose it off in any manner they like without any interference on the part of the Purchaser and the Purchaser hereby consents the same. The Seller shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures / stories with the existing electric, water, sanitary and drainage sources etc. at its own cost.
- That the Purchaser and Seller shall not in any manner demolish the said property hereby sold or any part thereof.
- That the Purchaser hereby agrees and will be responsible for maintenance and repairs of the said property hereby sold, with belongings and appurtenances thereto in all respect and will keep in order the same and will pay regularly the proportionate maintenance charges mutually agreed between the Seller/maintenance agency and group of Purchaser with effect from possession and use by the Purchaser. However, presently the said rate is as agreed upon as per letter and satisfy all calls, demands and contributions to the Seller on the basis of Municipal assessment of all taxes, insurances, premium, salaries of the persons like Manager, Electrician, Chowkidar, Sweepers, insurance and other necessary expenses and the incidental charges for preservation and maintenance of the building/ apartment without any default which may be increased or decreased as and when mutually agreed by the Seller and group of Purchaser as per circumstances and the Purchaser shall also abide by the rules and regulations framed in respect thereof and shall also permit the Seller and its surveyors and agents with or without workmen and others at all reasonable times to enter into the said property for the purposes of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order all the services, electric wires, structure or other convenience etc. in the said property/ apartment, in case of any default in the payment of dues or any other default

as aforesaid committed on the part of the Purchaser, the Seller will have a right to the cut off water supply, power supply etc. in respect of the said property hereby sold, besides the right of recovery, which will be the first charge on the said property hereby sold.

- That in case of the natural calamity/other reasons by virtue of which floor space, which is hereby agreed to be sold, is reduced to ruins, the second party shall have proportionate right in land and building, if any new building is reconstructed.
- That the Purchaser also hereby agrees and will be liable to pay Interest Free Maintenance Fund (“IFMF”), if demanded by the first party/Authorised Maintenance Agency.
- That the Purchaser may sell or assigns its rights or titles conveyed to it through the instant deed in respect of the said property hereby sold to any individual, provided that the Purchaser shall have no right to sell or transfer or assign it right or titles, to let or sublet, mortgage, charge or in any way encumber the said property till all maintenance, local taxes, lease rent etc. dues payable in respect of the said property are fully paid up and for this the Purchaser shall take prior permission/ clearance in writing from the Seller.
- That if after execution of the deed of sale any addition or alteration in or about or relating to the said property hereby sold are required to be carried out by the Government or local authorities or the proposed body corporate, the same will be done by the Purchaser only and the Seller/ Builder shall not be responsible or liable for the same.
- That the Purchaser shall not use the said property hereby sold, for any purposes which are prohibited or forbidden under any law for the time being in

force or which may be illegal and the Purchaser shall also not use the same for any purpose of which may likely to cause the nuisance or annoyance to the other occupiers of the floors/ complex/ building of or for any immoral purposes.

- That the Purchaser shall not store any goods of hazardous or combustible nature in the said property hereby sold or any materials which are so heavy as to effect the construction of the structure of the said property/ building /complex.
- That the Purchaser shall observe all the conditions, terms and covenants and shall also abide by law, rules and regulations and shall not commit any breach or violate any conditions laws or rules and regulations.
- That a registered sale agreement in respect of the sold commercial unit/office space has been entered upon on _____ between the Seller and the Purchaser vide book No. I, Jild No. _____, on pages _____ to _____ at Sl. No. _____ registered on _____ at the office of sub-registrar-II, Lucknow through which the stamp duty amounting to Rs. _____/- + Rs. 100/- only has already been paid.
- That the total area of the space transferred under this deed is not air condition and having area measuring about _____ (_____) square meter and situate on _____ (_____) Floor as the space transferred under this deed is on the _____ (_____) Floor, the valuation thereof comes to Rs. _____/- only. However, the actual sale consideration is Rs _____/- on _____ which the total stamp duty payable is Rs. _____/- out of which, the stamp-duty of Rs. _____/- has already been paid through registered sale-agreement dated _____ and the balance stamp-duty of Rs. _____/-

only is being paid herewith vide **E-Stamp Certificate No. IN-UP_____dated _____**

- That all the expenses and costs of this sale transaction, like stamp duty and registration fee etc. have been borne by the Purchaser.

SCHEDULE OF THE PROPERTY

The **Commercial unit /office space no.**_____ (_____) having area measuring about **sq. mtr.** (____) on the _____Floor in said building built over plot no. TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow bounded as under:

East :

West :

North :

South:

IN WITNESS WHEREOF the parties have put their respective signatures on this deed of sale on the date, month and year first above written in the presence of following witnesses.

WITNESSES :

1.

SELLER

(PAN No.....)

2.

PURCHASER
(PAN No. _____)

Drafted by:

Composed by:

(_____)

Advocate, Civil Court, Lucknow

(_____)

Civil Court, Lucknow