

Sale Consideration	-	Rs	/-
Market Value	-	Rs	/-
Stamp	-	Rs	/-

DETAILS OF SALE DEED

1	Type of Land	-	Commercial
2	Ward/ Pargana	-	Lucknow
3	Mohalla/Village	-	Lucknow
4	Details of Property	-	Shopping Mall "Prominent Lucknow" at Khasra Plot No. 416 & 417, Mohibullapur, Sitapur Road, Lucknow
5	Measurement	-	Square Meter
6	Area of Property	-	
7	Road	-	Sitapur Road
8	Type of Property	-	Commercial
9	Member of Society	-	No
10	Sale Consideration	-	
11	Boundary	-	East: Property of Indian Railway West: 9 Mtr Wide Road than remaining land of Khasra Plot Nos. 416 and 417 North: Remaining land of Khasra Plot Nos. 416 and 417; and South: 15 Mtr Wide Road to Mohibullapur Railway Station

No. of First Party (1)

Name of seller- Prominent Developers have its registered office at 1/84, Sector-A, Aliganj, Lucknow through its Authorized Signatory Mr. _____ S/o _____ authorized by Board Resolution Dated _____.

No. of Second Party (1)

Name of Purchaser- Mr. S/o _____ R/o _____

SALE DEED

THIS DEED OF SALE is made at Lucknow on this **18th** day of **August, 2021** between Prominent Developers, having its registered office at 1/84, Sector-A, Aliganj, Lucknow through its Authorized Signatory Mr. _____ S/o _____ authorized by Board Resolution Dated _____. (hereinafter referred to as “**the Seller**” (First Party)) which expression shall unless repugnant to the context shall include his heirs, legal representatives, Successors, nominees, transferor, administrators, executors and assignees of the **FIRST PART**.

AND

Mr. _____ S/o _____ R/o _____ (hereinafter referred to as “**the Purchaser**” (Second Party)) which expression shall unless repugnant to the context shall include his heirs, legal representatives, Successors, _____ nominees, transferor, administrators, executors and assignees) of the **SECOND PART**.

WHEREAS:

1. The Seller and Mr. Riyaz Ahmad and Mr. Maqsood Ahmad have entered a Builder Agreement of Plot of Land having Khasra No. 416 & 417 measuring sq.mtr. situated at Mohibullapur, Sitapur Road, Lucknow on dated 17.10.2018 which is registered in the office Sub-Registrar - Lucknow in Bahi No. 1 Khand _____ Pages No. _____ on dated _____.
2. The Seller thus having obtained all necessary sanctions, approvals etc. has developed and constructed a commercial Mall known as “Prominent Mall” on the said plot and have right to sell the shops/spaces in the said Mall to various prospective buyers in different portion.
3. That through the said Builder Agreement, the seller having 60% share in constructed portion.
4. The Seller is the absolute owner and in possession of the Shop No. _____ measuring _____ sq.mtr.
5. The Purchaser has approached the Seller for purchase of the above said shop and inspected all the relevant papers and plans pertaining to the rights and title of the

seller and also visited the constructed building and see the specifications etc. and after being satisfied the purchaser is agreed to purchase the above said space from the Seller.

6. The Seller has decided to execute the sale deed of Shop No. _____ on floor covered area measuring _____ sq.mtr. Super area _____ sq.mtr. area in “**Prominent Mall**” building constructed over Plot Khasra No. 416 & 417, Situated at Mohibullapur, Sitapur Road, Lucknow.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1. That in consideration, the detail of which are mentioned in the foot of this deed paid by the purchaser to the seller (the receipt of which the seller hereby acknowledges) the seller as owner hereby transfers to the buyer by way of sale Shop No. _____ on _____ floor covered area measuring sq.mtr. Super area _____ sq.mtr. area in “**Prominent Mall**” building constructed over Plot Khasra No. 416 & 417, Situated at Mohibullapur, Sitapur Road, Lucknow.
2. That the Seller agrees to deliver vacant possession of the above said shop to the Purchaser on registration of the sale deed.
3. That the Purchaser prior to the execution of this deed has inspected all the documents, title and other related papers and building plans and has agreed to accept the same.
4. That the Purchaser is not entitled to sell or transfer the above shops without taking written permission from the Seller. In case the purchaser, transfer the shops without the written permission from the Seller, the transfer will be illegal and ineffective and this sale deed will stand cancelled and the possession of the property will revert back to the Seller.
5. That the Purchaser shall pay and bear the cost of the execution of the sale deed including the payment of the stamp duty, registration fee and any other charges.
6. That the Purchaser shall not have any title or right of any nature or kind over or in respect of all or any open space, lobbies, stair case, lift or terrace, floor etc. which shall be the exclusive property of the Seller. The common space in front of the shop

(Verandah), common entrance and common passage, stair case etc. shall be used by the Purchaser and shall not in any case be permitted to use the common areas or spaces for storage or any other purpose or for use by any employee or servant of Purchaser.

7. That the Purchaser shall have no right or claim on the roof of the property hereby sold and the Purchaser shall use and enjoy the floor of the demised premises in such a way that no damage or inconvenience caused to the other occupants of the Mall who may occupy the said shop below the floor of the said shop or above the roof of the said shop if any.
8. That the Seller shall have right to raise further construction or make any additional structure over the above said Space and the Purchaser shall not have any right to object or interfere in any way. The terrace of the Space including the parapet wall shall always be the property of the Seller and while raising further construction the Purchaser shall not interfere in any way.
9. That the Purchaser shall have right to make additions, alterations, renovations, including constructions of subsequent floors in the present structure and such additions, additional construction etc. shall be the sole property of the Purchaser who shall be entitled to deal with the disposal of the same in any way or manner as the Purchaser may choose. The Purchaser under such circumstances shall be entitled to take / utilize the connections of water pipe and tank drainage and sewage and other conveniences and amenities of the structures of the said building.
10. That the Purchaser shall not be allowed to restrict the passages, lobbies, corridors of the said complex under any circumstances in any manner whatsoever.
11. That the Purchaser shall not be allowed to use the said shop for any other purpose, other than for commercial act which will be according to mall culture and the Purchaser shall not do any act or thing which may become an annoyance to the owners or occupiers in adjoining or neighboring premises or to other tenants / purchaser / occupiers of the same premise.
12. That the Purchaser shall not demolish or cause to be demolished any structure of the said complex or part or portion of the same nor shall the Purchaser at any time

make or cause to be made any new construction of any nature in the said complex or any Commercial Space thereof, nor shall the Purchaser make any additional or alteration to the said Commercial Space without any previous consent in writing of Seller.

- 13.** That the Purchaser shall not store in the said Commercial Space or bring in the said building any material which are combustible hazardous or dangerous nature or which are likely affect the building or any portion thereof or of any occupant therein.
- 14.** That the Purchaser shall inform time to time and at all times pay directly to the local government/Central Govt. /Local Authority or LDA existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter executing this Deed be assessed, charges or imposed upon the shop hereby transferred.
- 15.** That it is agreed between the Seller and the Purchaser that the above said shop shall always be let out on rent through the Seller only and the Purchaser shall not have any right to let out on rent the above said shop. The maintenance charges and other charges shall always be payable directly to the Seller by the tenant/occupant as the case may be or the Purchaser as may be asked by the Seller.
- 16.** That the purchaser may mortgage the said shop in favor of the State or Central Govt. or Financial Institutions/Commercial Banks etc., for raising loans only after taking prior permission of the First Part in writing.
- 17.** That so long as each shop shall not be separately assessed for the taxes, duties etc., the Purchaser shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said shop to the Seller or to the Developers, who on collection of the same from all the purchasers of shops/spaces in the complex shall deposit the same with the concerned authority.
- 18.** (a) That whenever the title of the said shop is transferred to anyone whatsoever, the transferor and transferee shall within one months of transfer give notice of such transfer in writing to the Seller. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Seller before affecting the transfer of the said shop, failing which the transferee shall have to pay

the outstanding dues of the Seller/Maintenance Company before occupying the said shop.

- (b) That in the event of death of the transferee, the person on whom the rights of deceased devolve shall, within three months of devolution give notice of such devolution to the Seller. The person on whom the rights of the deceased shall devolve shall be liable for payment of outstanding maintenance and other amounts due of the Seller / Maintenance Company and or any other Government Agency.
- 19.** (a) That the Seller reserves the right to entrust the job of maintenance and upkeep of the common areas, facilities and services of the complex to any agency at its discretion. The Purchaser shall further enter into an appropriate agreement with the maintenance agency and undertakes to pay interest free maintenance security and recurring maintenance charges, watch and ward charges, power and water consumption charges and other charges including administrative charges etc. as determined by the maintenance agency maintaining the complex. Any recurring or lump sum charges for provision of any common facilities to be provided in future by the seller or any maintenance agency shall be payable by the Purchaser to the Seller or the maintenance agency in proportion to his share as determined by the Seller or maintenance agency. Default in payment of power back up charges, maintenance charges and/or charges shall entitle the maintenance agency to effect disconnection / discontinuation of services and disallow the use of common services including lifts, water supply, sewer connection, overhead tank facility for water storage, power supply, power back up etc. of the said shop.
- 20.** That the Purchaser shall be liable to pay regularly and timely the maintenance charges, watch and ward charges, water consumption charges, lift maintenance and other charges etc. as determined by the Seller / Maintenance agency maintaining the Mall. Default in payment of such charges shall entitle the Seller / Maintenance agency to effect disconnection / discontinuation of services and disallow the use of common services including lifts, electricity supply etc. to the said shop. Presently the charges are _____ /- sq.ft on super area basis.
- 21.** That the Purchaser shall not involve Seller, by his conduct or otherwise directly or indirectly in any type of litigation with any other party otherwise it shall be liable to pay all the cost and expenses of the litigation which may have to be borne by the Seller, and it will be treated as dues recoverable against the said shop.

22. That if any of the provisions of this Sale Deed shall be determined to be void or unenforceable under any applicable law such provisions shall be deemed to be deleted or embedded in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to applicable law and the remaining provision of this sale deed shall remain valid and enforceable in accordance with their terms.
23. That in the event of any dispute or difference which may hereafter arise between the parties hereto or their respective representatives in relation to this deed, the same shall be referred to a sole arbitrator in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 and the award shall be accepted and binding on both the parties.
24. That the Purchaser shall not carry or permit to be carried out any business in the Commercial Space in question which is prohibited by law.
25. (a). That the Purchaser will contribute common area maintenance and upkeep of the building charges @ Rs. _____ /- per sq.ft. per month which shall in any case charged under all circumstances and also 10% enhancement shall be made in every year.

Common area maintenance charges mean the expenses pertaining to maintenance of the common area of the said Mall and any part / portion thereof towards provision of Common Amenities including security for common areas, lighting / electricity for Common areas, water for common areas, supervisions and administration of common areas, day to day maintenance, repairs, improvement, replacement, operation, management of the common areas and services, maintenance and operations of parking areas, upkeep of landscaping/ horticulture, maintenance and cleaning of the external façade of the said mall, garbage cleaning and disposal, etc.

(b). That the first part has provided power back up system and the purchaser shall be liable to pay regularly and timely the charges towards electricity consumed by the purchaser through the power supply and the proportionate running cost of power back up system and electricity consumed through the power back up system.

26. That the electricity, Power Back up charges and Maintenance charges are payable within 7 days of demand. In case of delay in payment of the same within this period, interest @ 18% shall be charged for the period of delay. Further the Seller / Maintenance Agency can also recover the defaulted amount from the Interest Free Maintenance Security of the Purchaser.
27. That the Second Part shall display their sign board, neon- light, publicity or any kind of advertisement material can be fixed provided by the area of seller, the purchaser 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 exterior façade of the building or anywhere on the exterior or on common areas or on roads of the Mall.
28. That if the purchaser can give his shop for lease to anybody the same shall be done through seller or nominee of seller.
29. That the shop value of Mohibullapur, Sitapur Road, Lucknow as notified by D.M. Lucknow is Rs. _____ /- per sq.mt. but the said shop is situated in Prominent Mall so hereby adding 20% more i.e. _____ /- per sq.mtr. Accordingly, the value of _____ sq.mtr. comes Rs. _____ /- on which stamp duty of Rs. _____ /- @7% has been paid by purchaser.

SCHEDULE OF THE PROPERTY

Shop No. _____ on _____ floor covered area measuring _____ sq.mtr. Super area _____ sq.mtr. area in “**Prominent Mall**” building constructed over Plot Khasra No. 416 & 417, Situated at Mohibullapur, Sitapur Road, Lucknow, bounded as under:

East	-	
West	-	
North	-	
South	-	

SCHEDULE OF THE PAYMENT

1. Rs. /- through Chq. No. Dated Bank .

IN WITNESS WHEREOF, the parties hereto have signed this Deed of Sale on the date, month and the year aforementioned.

LUCKNOW

WITNESS: 1.

Seller

WITNESS: 2.

Purchaser

Typed By

Drafted By

(Arpit Gupta)