

SALE DEED

This DEED OF SALE is executed on this day..... of the month..... of the year 2018.

BETWEEN

AD SONS REALITY PRIVATE LIMITED a company registered and incorporated under the Companies Act 2013 having its registered office at First Floor Gallant Land Mark, Bank Road, Gorakhpur, Uttar Pradesh 273001 through Hari Mohan Das S/o Late Lakshman Das and Somendra Mohan Das s/o Late Prem Mohan Das, resident of Anand Bhawan, Bank Road, Gorakhpur its directors. Neerendra Mohan Das s/o Hari Mohan Das resident of Anand Bhawan, Bank Road, Gorakhpur, the registered power of attorney holder (vide registered deed dated) an authorised signatory for and on behalf of the company, as SELLER, which expression unless repugnant to the context or otherwise shall mean and includes, executors and assigns on FIRST PART

AND

....., s/O, Resident of, hereinafter referred to as **PURCHASER**, which term unless repugnant to the context or otherwise shall mean and includes the legal heirs, administrators, executors, successors and assigns of the Second Part.

The recitals, schedules and annexure in and to these presents form an integral part thereof, and in the interpretation of these presents and matters relating to this deed, these shall be read and construed in their entirety.

WHEREAS Late Ayodhya Das, popularly known as Barrister Ayodhya Das was the original absolute owner and in possession of property admeasuring 5109 sq. mts, situated at Cinema Road (forming part of Khewat No. 7) located in Purdilpur, Gorakhpur, better and more fully described in the Schedule A of property, hereinafter referred to as the '**Larger Property**' and on his demise the larger property, in terms of his will dated 16.04.1946, devolved around S/ Sri. Prem Mohan Das, Hari Mohan Das and Ved Mohan Das, all sons of Late Lakshman Das and all grandsons of Late Ayodhya Das as the absolute owners.

AND WHEREAS the said S/Shri Prem Mohan Das, Hari Mohan Das and Ved Mohan Das agreed to pool in their respective shares in the Larger Property and impress the same with the character of the partnership property and thus a partnership firm in the name and style '**A.D. Sons Enterprises**' (hereinafter referred to as the '**Firm**') was duly created by executing the required partnership deed dated 01.04.2007. The said firm was reconstituted w.e.f. 30.11.2014 vide partnership deed dated 01.12.2014, on the demise of Late Prem Mohan Das by including his sons namely S/Shri. Somendra Mohan Das and Shobhit Mohan Das. The said partnership firm was again reconstituted including Dhirendra Mohan Das & Neerendra Mohan Das sons of Sri Hari Mohan Das by executing another partnership deed dated 01.04.2015 and the partnership so constituted w.e.f. 01.04.2015 was again reconstituted on consideration commercial expanding w.e.f. 31.10.2017 by admitting some new partners.

AND WHEREAS the said firm have constructed a Shopping Mall named as A.D. Mall on the aforesaid larger property after having the building plans prepared and sanctioned from Gorakhpur Development Authority vide its Sanction letter No. 514 dated 12.07.2017.

WHEREAS the running business of M/s A.D. Sons Enterprises of the registered firm (registered no. G-4904) having its registered office at Gorakhpur with all its Assets and Liabilities as on 25.03.2018 were taken over by the company AD SONS REALITY PRIVATE LIMITED and became the owner of shopping mall named as "AD MALL" and has full right to transfer the same or any part thereof and to execute the required deed in favor of the person in whose favour the allotment of, commercial units have already made by the firm A.D. Sons Enterprises earlier.

AND WHEREAS the Purchaser was interested to purchase the commercial unit and as per settlement arrived between Seller & Purchaser, the purchaser has agreed to purchase the Commercial Unit No on Floor admeasuring an approximate Covered Area of Sq.Mtr. (..... Sq. Ft.) and carpet area of(located on Floor of the said Mall built on the Larger Property, better described in Schedule B of this deed and hereinafter referred to as the said 'Commercial Unit.

Upon the payment of the entire sale consideration of Rs..... By the Purchaser as per the installment of Payments mentioned in the Schedule of Payments in this deed, the possession of the said Commercial unit will be transferred to the PURCHASER by the Seller after execution of this sale deed.

The SELLER, relying on the confirmations, representations and assurances of the PURCHASER to faithfully abide by all the terms, conditions and stipulations contained in Agreement to Sell has accepted in good faith to sell the said commercial unit.

AND WHEREAS the PURCHASER has also agreed to bear cost of stamp duty, registration to get the Sale deed of the commercial unit in favour of PURCHASER.

AND WHEREAS the SELLER is now desirous of conveying the said commercial unit unto the PURCHASER.

AND WHEREAS the PURCHASER had agreed to purchase, acquire and possess the same from the SELLER on the basis of certain declaration, statements, assurance, facts, made by the SELLER and any other facts/defect, material/immaterial relating to or connected with the said property which the SELLER is bound to disclose to the PURCHASER and which former is and latter PURCHASER is not aware and which the latter could not with ordinary case, discover. PURCHASER has placed reliance on the truth of all such statements, declarations, assurances etc., made by the SELLER and has agreed to purchase on the following terms and conditions.

NOW THEREFORE THIS DEED WITNESSETH: -

1. In accordance with the terms and conditions set out in this Sale Deed, mutually agreed upon by and between the parties, the SELLER hereby agrees to sell, grant, convey, transfer and assign all his rights, titles and interests in the commercial unit and the PURCHASER hereby agrees to purchase the said Commercial Unit No on **Floor** admeasuring an approximate Covered Area of Sq.Mtr. and carpet area of

along with undivided proportionate share as per the deed of CAM in the land underneath the said Building in which the said Commercial Unit is located calculated in the ratio, which the saleable Carpet Area of the said Commercial Unit bears to the total saleable Carpet Area of all the Commercial Unit in the said building for a total sale consideration of Rs...../- (**Rupee One only**), in the said building.

2. The purchaser has paid the entire sale consideration of Rs..... To the Seller as per the installment of Payments mentioned in the Schedule of Payments in this deed and the possession of the said Commercial unit is being transferred to the PURCHASER by the Seller after the execution of this Sale Deed.
3. It is agreed between SELLER and the PURCHASER that the sale price of the Commercial unit had been calculated on the basis of its Carpet Area. The areas of balconies/open area/refuge area, if allotted to the PURCHASER are free of cost, for restricted use as advised by Gorakhpur Development Authority and other Govt. agencies. The PURCHASER will have no right to claim the ownership of the same under this sale deed. The same will be provided to the PURCHASER subject to convenience of the Seller.
4. The PURCHASER shall also have an undivided proportionate interest in the common areas and facilities within/outside the said Building only. As the 'interest of PURCHASER in the common areas and facilities is undivided and cannot be separated, this would require it to use the common areas and facilities within the said Building only harmoniously along with other occupants, users, maintenance staff etc. without causing any inconvenience or hindrance to them. Further it is clearly understood and agreed upon by the PURCHASER that, the right of the PURCHASER to use the common areas and facilities within the said building only shall always be subject to the timely payment of Operation/Maintenance Charges. It is further made abundantly clear and the PURCHASER has understood that it shall be entitled to an undivided proportionate share in no other common areas and facilities except the common areas and facilities within the said building only as listed in Annexure -II.

5. The PURCHASER shall have the ownership of undivided proportionate share in the land underneath the said Building only 'except parking areas (i.e. the land below the building which is the foot print of the said Building). The SELLER hereby clarifies that the PURCHASER shall have no right, title and interest in the car parking area in the basement or on the surface of the said building, which may or may not have been allotted/sold/reserved by the Seller to any of the PURCHASER(s) and shall be dealt with by the Seller in its own discretion as it shall remain the absolute property of the Seller. The PURCHASER shall not raise any claim against car parking spaces in the basements or on the surface of the said building owned and possessed by the Seller. It is specifically made clear that the Seller or Maintenance Agency may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved covered/open parking space. The undivided proportionate share of land underneath the said building shall be calculated in the ratio of Carpet Area of the said Commercial Unit to the total carpet area of all the Commercial Unit within the said building only. It is made abundantly clear and agreed by the PURCHASER that no other land(s)/car parking Units is/are forming part of this Sale Deed.
6. The PURCHASER hereby agrees and consented that the open (uncovered) parking provided by the Seller on the ground floor of the Mall will be common in use by all the occupants/visitors of the Building and the same will be enjoyed by the occupants/visitors on first come first serve basis. The right to use the car parking area on the ground floor will be common in use on first come first serve basis and the ownership of this parking area will remain with the Seller. It is specifically made clear that the Seller may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved open uncovered parking on ground floor. It shall be sole responsibility and risk of the owner of the vehicle to park the car in the open parking space on ground floor of the Mall till the time the SELLER does not commence pay and park facility in the parking area.
7. The PURCHASER shall also be entitled to use only, the generally common areas and facilities within the said Mall of land limited to and

precisely listed in Annexure-II which may be outside the land underneath the said Building earmarked as generally commonly used areas & facilities by all the occupants/users on the said Mall.

8. That now, the SELLER has been left with no right, title, interest claim or concern of any nature with the said commercial unit and the PURCHASER has become the absolute owner of the said commercial with full right to use, sell, enjoy in any manner Whatsoever and transfer the said commercial unit as absolute owner without any objection/ hindrances by the SELLER but subject to the terms as detailed out in the present sale deed.
9. That the SELLER assures the PURCHASER that the said commercial unit is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, attachment in the decree of any court, lien, court injunction, lease agreement etc.
10. That the PURCHASER shall pay necessary charges for maintaining and up keeping the property and providing the various services as determined by the Seller or its nominated agency and as and when demanded by the Maintenance Agency. In this regard, the PURCHASER has already entered into a Maintenance Agreement with M/S, and the copy of the same is earmarked as Annexure III to this deed. If required the Seller reserve the right to appoint or nominate any other maintenance agency if required by the Seller on his sole discretion from time to time. The PURCHASER shall be responsible for timely payment of maintenance charges, which shall be fixed by the said Maintenance Agency from time to time depending upon the maintenance cost. In addition to maintenance charges, there shall be a contribution to the Replacement/Sinking Fund, Insurance Charges, Municipal Taxes such as House Tax, Water Tax, Sever Tax or any other taxes levied by Nagar Nigam, State Government or any other authority on pro-rata basis in respect of Building and maintenance as is detailed in the Maintenance Agreement. The Maintenance Agency reserve the right to increase the maintenance charges from time to time in keeping with the increase in the cost of maintenance services and the PURCHASER agrees to pay such increases within such time as may be stipulated by the Maintenance Agency.

11. The total operation/maintenance charges will be fixed by the maintenance agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year. The estimate of the maintenance agency shall be final and binding on the PURCHASER. The maintenance charges shall be payable by the PURCHASER on quarterly basis in advance to the maintenance agency, from the date of execution of this sale deed and which shall be adjusted against the actual audited expenses as determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The PURCHASER further agrees and confirms that the total maintenance charges payable for the said commercial unit are exclusive of all taxes, duties, GST, works contract tax, surcharge, service tax and education cess, etc. which will be charged extra as per actual.
12. The maintenance agency has taken permission from Purvanchal Vidyut Vitran Nigam Limited to receive and distribute bulk supply of electrical energy in the said Mall. The expenditure on independent feeder, appropriate capacity substation etc. has been paid by the Seller and Purchaser hereby undertakes to pay on demand to the Transferor proportionate share as determined by the Maintenance Agency of all the deposits and the charges like fixed connection charges, advance consumption charges, deposit to the SELLER/ Maintenance Agency. The SELLER confirms that electric connection shall be provided till the said unit, whereas internal electric wiring and fitting has to be done by the PURCHASER himself at his own cost. The SELLER/Maintenance Agency shall provide the sanctioned load in terms of electric equipment. Fire Fighting equipment which is required inside the said Unit or which may be required on account of any interior decoration shall be installed by the PURCHASER itself at its own cost.
13. The SELLER or its nominated maintenance agency will provide water connection in the building either by way of corporation connection or by tube well at the discretion of the SELLER at appropriate place.

14. The building will have 100% Power backup for Commercial unit. Power backup will be provided subject to the timely payment of operation/maintenance charges from standby generator and shall be in addition to normal power backup for the common areas and the common services within the said building. Any addition load if required by the PURCHASER will be charged extra. Maintenance charges towards power backup will be charged extra, as applicable from the date of offer of the possession. This has been settled between SELLER and PURCHASER that the PURCHASER is not authorised to install a separate generator for his use in entire building or the campus of the said mall to maintain peaceful & pollution free atmosphere.
15. That as and when any Plant & Machinery within the said complex as the case may be, including but not limited to lifts, Escalators, D.G. Sets, electric sub-stations, pumps, fire-fighting equipment, AC Plant, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by the PURCHASER on pro-rata basis. The Maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including cost thereof. The PURCHASER shall accordingly pay its share to the maintenance agency.
16. That any charges demanded by any local body towards property tax or any taxes, levies or betterment charges/any charges till the date of execution of the this deed shall be borne by the SELLER and thereafter it shall be paid by the PURCHASER. Such charges shall be payable immediately on demand to the SELLER or its nominated agency, and will be levied and demanded on a pro-rata basis till the time assessment of the property tax is not separately made by the concerned local body. The PURCHASER shall pay the proportionate share of the property tax on the basis of the area of the said unit or the annual rental value (notional/actual) as the case may be.
17. That it was abundantly clear, understood and agreed by the Purchaser that the mall is so planned as to earmark the use of available space/area for specific designated purpose only so as to maintain the envisaged ultra modern ambiance, decorum and prestigious standard of the Mall and the

same is written in this deed, whereby the Purchaser confirms that the Commercial Unit shall be used only for the purposes specified by the Seller. The PURCHASER shall not use the said Commercial Unit for any other purpose and shall not use the same in any manner that may cause nuisance or annoyance to occupants of other Commercial Unit in the said Mall or to do or suffer anything to be done in or around the said Commercial Unit which tends to cause damage to any flooring or ceiling or services of any Commercial Unit over, below, adjacent to the said Commercial Unit or anywhere in the said Mall or in any manner interfere with the use thereof or of Units, passages, corridors or amenities available for common use. The PURCHASER hereby agrees/indemnifies the SELLER and always keep indemnified against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous material/gas tanks etc. for which the PURCHASER/occupant shall be solely responsible. The PURCHASER specifically agrees to strictly adhere to the business/operating hours as may be determined by the SELLER/maintenance agency/Body or Association from time to time and are subject to statutory guidelines issued by the concerned authorities. The PURCHASER hereby agrees not to do or allow anything to be done in or about the said Commercial Unit which may cause damage to any flooring or ceiling of any other commercial unit over, below and adjacent to his commercial unit or in any manner interfere with the use thereof any open space passages or amenities available for common use. The PURCHASER shall use the passage, staircase and other common areas only for the purpose as passage, staircase and common area and will not create any nuisance or stock any goods or material or cause any obstruction in the same. The PURCHASER shall not throw rubbish, rags, junk or other refuse, or permit the same to be thrown, in the common areas, staircases or compound of the said Building.

18. This is also settled and agreed by the purchaser that the purchaser is not authorised to use his premises for any type of business of eatable items, hot or soft drinks in any case. This is also agreed by the purchaser that no brand will be operated from the premises without the written consent from the seller. To maintain the standard and identity of the said mall and to avoid in duplicacy of the brand already existing in the mall which will adversely affect both the purchasers in case of repeating the brand which

already existing in the said mall. As such the written consent of the seller is essential for maintaining the standard of the mall and to avoid unhealthy business competition with the other purchasers. In case of change of brand The purchaser will have to take a written consent of the seller just to maintain the standard of the mall and other purchaser.

19. It is agreed by the purchaser that the purchaser will take care that no rules will be violated by the purchaser as laid by central government, state government or any other statutory authority from time to time and will follow the direction of all the authorities in true spirit and if any action due to the default by the purchaser in maintaining the rules he will be sole responsible for the same and any action or penalty imposed by the concerned authorities the purchaser will be solely responsible. The seller will not be responsible against any default of the purchaser.
20. The PURCHASER may put up its signboard, after obtaining due written approval of the SELLER, only at the space specifically designated by the SELLER. The colour scheme and the size of the signboard shall be as prescribed by the SELLER. The PURCHASER shall ensure that no objectionable literature and graphics are contained or represented on its signboard. Other than this specific sign board if any additional sign boards/pole / directional sign boards are required by the PURCHASER, permission to put up the same shall be obtained by the PURCHASER from the SELLER on payment of additional charges. The SELLER has the sole rights of advertisements on the face/facade of the said Mall or anywhere on the exterior of the mall or common areas in the said mall except at the places specifically earmarked and allotted to PURCHASER by the SELLER.
21. The PURCHASER shall not close verandahs or lounges or balconies or common passages or common corridors even if particular floor/floors are occupied by the same party. The PURCHASER shall also not carry any alteration in any elevations and outside color scheme of the exposed walls of the verandah, lounges or any external walls, or both the faces, external doors and windows of the Commercial unit acquired by him. The PURCHASER may put up its signboard of the agreed size at the space specifically designated by the SELLER.

22. The PURCHASER shall, after taking the physical possession of the commercial unit be solely responsible to maintain the said commercial unit at his/her own cost, in a good condition and shall not do or suffer to be done anything in or to the said building, or the said Commercial Unit, or the staircases, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Laws or rules of any Authority or change or alter or make additions to the said commercial unit and keep the said Commercial Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said Building or pertaining to the said Building in which the said commercial unit is located, is not in any way damaged or jeopardized.
23. That all notices to be served on the PURCHASER and the SELLER or its nominated Maintenance Agency as contemplated by this Sale Deed shall be deemed to have been duly served if sent to the PURCHASER or the SELLER or its nominated Maintenance Agency by Registered Post/Speed Post at their respective addresses specified in the sale deed. It shall be the duty of the PURCHASER to inform the SELLER or its nominated Maintenance Agency of any change subsequent to the execution of this Sale Deed in the above address by Registered post/Speed post failing which all communications and letters posted at the above address shall be deemed to have been served / received by the PURCHASER, whether the same are returned undelivered or refused delivery by the PURCHASER. In case of seller any notice or communication made to purchaser through electronic media such as fax, email or any mode will be deemed to be proper information to the purchaser at his respective demise premises or address mentioned in the sale deed will be treated as proper notice. But in case of purchaser the purchaser may inform by electronic media such as fax, email but will have to serve a hard copy in the office of the mall which is always in approach of the purchaser during all working days and working hours.

24. That it is clearly understood and agreed by and between the parties hereto that the SELLER shall have the unqualified, unfettered and exclusive right of the terrace of the building. The PURCHASER shall have no right to object the sale or lease of the terrace by the SELLER to any party/person/company.
25. In view of the importance of signages for a successful commercial development, the PURCHASER has specifically agreed and understood that the SELLER shall have absolute right on the signage inside/outside/near, within or on the face of the said Building/said Mall and the SELLER may determine and allow the usage by the PURCHASER of such signage at its own discretion. The SELLER shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior/interior of the said Building/said Mall. The PURCHASER shall be responsible to install and maintain such signage, so allotted by the SELLER, in a well lit, legible and in a proper manner at its/his/her own cost. The PURCHASER hereby specifically agrees that the said allotted Unit for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of the SELLER from time to time. The SELLER may issue such guidelines/directions including but not limited for colour scheme, style and manner of the signage, proper maintenance and upkeep by the PURCHASER of such signages from time to time. The SELLER may transfer such responsibility of identifying, earmarking and allotment of such signages to its nominees/assigns or any other Body or Association of Commercial Unit Owners or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the SELLER shall be released and discharged from all its obligations and responsibilities under this Clause in respect of the signages. The PURCHASER shall not raise any dispute with regard to the appointment of any agency for managing signages in such a manner as such agency may deem fit and proper from time to time and the PURCHASER shall extend full cooperation to such an agency for optimum usage of the signage in the said building and/or the said Mall. The PURCHASER further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the said Building or anywhere on the exterior of the

Building or common areas except at the places specifically earmarked and allotted by the SELLER.

26. It is agreed and understood that the SELLER is free to use the logo of the PURCHASER/Occupant of the commercial unit in its all promotional activities via print, visual and web media without any prior permission of the PURCHASER.
27. That all the expenses of this sale deed viz. stamp duty, registration charges, etc. will be borne by the aforesaid PURCHASER.
28. The Mall in which the Commercial Unit is located be subject to the provisions of Real Estate (Regulation & Development) Act, 2016 and other related laws for the time being in force. The Common areas and facilities and the undivided interest of each Commercial Unit owner in the common areas and facilities as specified by the SELLER in the declaration which has been/ may be filed by the SELLER in compliance of Real Estate (Regulation & Development) Act, 2016 or any other applicable law shall be conclusive and binding upon the Commercial Unit owners and the PURCHASER agrees and confirms that His/her right, title and interest in the said Commercial Unit/said Building shall be limited to and governed by what is specified by the SELLER in the said declaration, which shall be in strict consonance with this Sale Deed.
29. The terms "herein", "hereto", "hereunder", "hereof" or "thereof" or similar terms used in this Sale deed refer to this entire sale deed and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this sale deed. Further wherever the words "foot print of the 'said Building'" occurs in this sale deed it shall refer to and mean "the precise land underneath the said Building".
30. Excluding the disputes which can be entertained by the Adjudicating Authority appointed under the provisions of Real Estate (Regulation & Development) Act, 2016 , all other disputes arising out of or touching upon or in relation to the terms of this sale deed including the interpretation and

validity of the terms thereof and the respective rights and obligations of the parties shall be settled through mutual discussions failing which the same shall be settled through arbitration by a Sole Arbitrator who shall be appointed by the SELLER and whose decision shall be final and binding upon the parties. The arbitration proceedings shall be held at an appropriate location at Gorakhpur.

31. Without prejudice to this arbitration clause as here above, the Courts at Gorakhpur shall have sole and exclusive jurisdiction in all matters of dispute arising out of or touching and/or covering this deed.

SCHEDULE A **(Schedule of the Larger Property)**

All that piece and parcel of land comprised in Khewat No. 7, admeasuring 5109 Sq. Mtrs. Situated in Purdilpur,, Distt- Gorakhpur along with all building having a total built up area of Sq. mtrs constructed up to floors including the basement floor, constructed there upon. The land is bounded by and on

East:

West:

North:

South:

SCHEDULE B **(Schedule of the Commercial Unit)**

All the rights, titled and interest of the SELLER into and upon COMMERCIAL UNIT No on Floor (hereinafter referred to as the said admeasuring as approximate Covered area Sq. Mtr and carpet Area Sq. Mtr. in the said Mall, situated at are as per the floor plan enclosed showing the commercial unit in yellow colour and marked as **Annexure-I**

SCHEDULE OF PAYMENT

<u>S.N</u> <u>o.</u>	<u>Particulars</u>	<u>Rs.</u>
1		
2		
3		
4		
5		
	<u>TOTAL</u>	

IN WITNESS WHEREOFF the said SELLER acting through their Director / Authorized person / Power of Attorney Holder of the company have set their hands at these present at Delhi on the day, month and year first above written.

Witnesses:-

1.

2.

ANNEXURE-I

..... FLOOR PLAN **ANNEXURE-II**

LIST OF GENERAL COMMON AREAS & FACILITIES

PART A

Common Spaces and Circulation spaces

- Entrance Lobby and atrium at Ground Floor.
- Passages, Corridors, Including Lighting And Other/Fire fighting Equipments Thereof.
- Common Toilets at First and Second Floors.

- Common Staircases, Staircase Lobbies.
- Lifts, Lift Lobbies and Escalators.

PART B

Service Facilities are Areas

- Underground Water tanks and Pump rooms
- Fan Rooms
- Electric Sub-station (Transformers; High voltage (H.T.) & Low Voltage (L.T.) panels and other electrical equipment).
- Stand by Generator Room/stand by Generator.
- AC Plant Room
- Diesel (or any other fuel) storage Tank.
- Building Services/Maintenance Room.
- Lift Machine Rooms.
- Overhead Water Tanks.
- Shafts for plumbing, fire services, electrical, HVAC and any other Building services.

PART C

Outside the Building

- Landscaped/Hardscaped/Driveway areas including lighting & services etc.
- Driveways including lighting and services etc.
- Fire Hydrants & Fire Brigade inlet etc.

Note:

- It is specifically made by the Seller and agreed by the Purchaser that the Sale Deed is limited and confined in its scope only to the said

commercial unit, areas, amenities and facilities as described in this annexure above and the land underneath the said Building.

ANNEXURE III

Copy of the Maintenance Agreement dated, executed between the Purchaser and the Maintenance Agency.