

DRAFT FOR RERA REGISTRAION PURPOSES ONLY

Sale Consideration: Rs.

_____-/-

Market Value: Rs.

_____-/-

Stamp Duty Paid: Rs. _____ /-

Ward _____

DETAILS OF INSTRUMENT IN SHORT

	Ward/ Pargana	
	Mohalla/ Village	_____, Gomti Nagar, Lucknow
	Details of Property (Property No.)	Office/Commercial Space in Shalimar Business District - Tower 1 at “Shalimar OneWorld”, situated at Gomti Nagar Extension, District Lucknow, Uttar Pradesh, India.
	Standard of measureme nt	sq. meter
	Carpet Area	_ (__) sq. meters
	Location 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

<p>M/S ANS DEVELOPERS PVT LTD (_____ _____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A2/3, FF, Safdarjung Enclave, South Delhi, Delhi-110029 and its corporate office at 11TH Floor Shalimar Titanium Vibhuti Khand, Gomti Nagar, Lucknow (PAN- _____), through its authorized signatory _____</p>	<p>_____ son/wife/daughte r of_____ resident of _____</p>
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DRAFT FOR RERA REGISTRATION PURPOSES ONLY

THIS DEED OF SALE IS EXECUTED BETWEEN

M/S ANS DEVELOPERS PVT LTD (CIN: -----), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A2/3, FF, Safdarjung Enclave, South Delhi, Delhi-110029 and its corporate office at 11TH Floor Shalimar Titanium Vibhuti Khand, Gomti Nagar, Lucknow (PAN- AAFCA9848N), through its authorized signatory Mr. _____ S/o Sri _____

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

A. The State Government of Uttar Pradesh as per its integrated township policy to promote the development and participation of private developers and assisting them in acquisition of land for the smooth development acquired some land and conveyed the same to Lucknow Development Authority, Lucknow.

B. The Developer is the owner, and in possession of the vast stretch of freehold land of the revenue village of BAGHAMAU, Pargana Tehsil and District Lucknow (now falling in Sector-6, Gomti Nagar Extension) in the state of Uttar Pradesh, where in the developer/developer is developing a township in the name and style of "SHALIMAR ONEWORLD", and in the

said township, the developer on specific parcels of land, is developing a commercial complex under the name and style of “**SHALIMAR BUSINESS DISTRICT - TOWER 1**”, (which is hereinafter referred to as the “project”), as per various approvals.

C. The project “ **SHALIMAR BUSINESS DISTRICT - TOWER 1**” is falling on the land of project, situate in the Integrated Township Shalimar One world by virtue registered Sale Deeds and Transfer Deed, M/s ANS Developers Private Limited, became the owner and developer of the said property on which **SHALIMAR BUSINESS DISTRICT - TOWER 1** is falling only on part of land bearing Khasra Nos. 570, 571, 572, 573, 574, 575, 576, 613, 625, 626, 631, 633, 635, 636, 569 Ka & 569 Kha in Village-Baghamau, Lucknow.

D. The project “**SHALIMAR BUSINESS DISTRICT - TOWER 1**” is being developed on ____ Sq. Mtrs land comprising of Khasra Nos 570, 571, 572, 573, 574, 575, 576, 613, 625, 626, 631, 635, 636, 569 Ka & 569 Kha, in Village-Baghamau, Lucknow. The developer further discloses that no Tower of the project “ **SHALIMAR BUSINESS DISTRICT - TOWER 1**” is being constructed over any gram samaj land left open, the Developer has clear and marketable title of the land on which the project “ **SHALIMAR BUSINESS DISTRICT - TOWER 1**” is being developed.

E. The Commercial Unit in pursuance of Permit No. _____ dated _____ issued by the Lucknow Development Authority, Lucknow) constructed and developed in the name of “**SHALIMAR BUSINESS DISTRICT - TOWER 1**” on the said Project land situated at Village Baghamau, Pargana, Tehsil&Distt. Lucknow together with the Limited Common areas and facilities, open spaces, all improvements and structures thereon and all easements, rights and appurtenances belongings thereto and named as “**SHALIMAR BUSINESS DISTRICT - TOWER 1**” in the Township named ‘Shalimar One World’ on Permit No. ____ dated ____ issued by the Lucknow Development Authority, Lucknow (“**Said Project**”).

F. the said Project has been registered with the Real Estate Regulatory Authority (“Authority”) and the said Project’s Registration Certificate No. is _____. The

details of the Developer and the Said Project are also available on the website (www.up-rera.in) of the Authority.

G. Purchaser(s) have perused and are satisfied with the title of the Project land and is/are desirous of purchasing a commercial unit in the building known as **“SHALIMAR BUSINESS DISTRICT - TOWER 1”** of the **Shalimar Oneworld**, situated at Village Baghamau, Pargana, Tehsil & Distt. Lucknow measuring about _____ **Sq. Meters** more fully detailed in the **Schedule** attached hereto, and the Purchaser has also agreed to purchase the same for a sum Rs. ____/- (Rupees ____ Only) which offer the Seller has accepted.

H. Purchaser(s) acknowledges that the Seller has provided all the information and clarifications as required by the Purchaser(s) with respect to the Commercial unit being purchased by them and the project (including phases), as enumerated in RERA, and that the Purchaser(s) have relied on their own judgment and investigation in deciding to book a commercial unit in the said Project and enter into this Deed and have not relied upon and are not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects. Further the compensation of claim, if any, of the Purchaser(s) in respect of the Unit hereby sold shall be deemed to have been waived.

I. the purchasers have been allotted an **Commercial Unit No. ____ in the Tower-____**, having Carpet Area _____ **sq. feet i.e. _____ Sq. Meters** on **_th Floor** in the Project known as **“Shalimar Business District - Tower 1”** of the Township named Shalimar One World and undivided proportionate right of using Common Area/facilities of the Project such as use of common passage, staircase, lift, water and electrical arrangement and Common areas of the said project and shall be hereinafter referred to as the **"Said Unit"** for the 'Sale Consideration' subject to the

terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :

1. 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 Khasra Nos 570, 571, 572, 573, 574, 575, 576, 613, 625, 626, 631, 635, 636, 569 Ka & 569 Kha, in Village- Baghamau, 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:-
2. That except the ownership right in the construction of the said property hereby sold, the Purchaser shall have 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.

3. 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.
4. 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.
5. 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 Commercial unit/Office, 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.
6. The Vacant and peaceful possession of the Commercial unit/Office space is being delivered to the purchaser

simultaneously with the signing of this sale deed, after the purchaser having confirm and satisfied himself / herself / themselves as to the area of the aforesaid Commercial unit / dimensions / cost & allied charges including P.L.C. if any, quality and extent of construction / specifications / various installation like electrification work, sanitary fittings, water and sewer connection etc. in respect of the said Commercial unit/Office, and the purchaser agrees and confirms not to raise any dispute/claim whatsoever at any time in future in this regard.

7. PURCHASER(S) REPRESENTS AND COVENANTS

The Purchaser(s) hereby covenants and undertakes –

- 7.1. To abide by all laws, bye-laws, rules, regulations, requisitions, demands, notifications etc. issued by any relevant authority and shall attend, answer and carry out all such requirements /requisitions /orders / demands which are to be complied under their orders at their own expenses and be responsible for all deviations, violations and/ or breaches thereof. The Purchaser(s) shall thus, keep the SELLER indemnified, secured and harmless against all such costs and losses and actions resulting on account of non-compliances of such requirements / requisitions / orders / demands and against all losses on account of nonobservance of the terms and condition of this Deed.
- 7.2. So long as each Commercial unit/Office space of the said building is not separately assessed for municipal taxes or other such taxes and cesses of similar kind, the Purchaser(s) shall pay proportionate share of all such

taxes and cesses including but not limited to municipal taxes, Ground rent land & building tax, and any other duties/ taxes levied by any competent authority.

- 7.3. To use the said Commercial unit/Office space for commercial purposes only and shall not use the Commercial unit/Office space for any, illegal or immoral purpose. In the case of violation of this condition, the seller as the case may be, shall be entitled to take steps to enforce the conditions laid down in this clause apart from its right to claim damages from the Purchaser(s) and the right to take such other action or seek such other legal remedy as it may decide for restraining the Purchaser(s) from making a use of the unit prohibited by this Deed.
- 7.4. Not to use the said Commercial unit/Office space for any purpose which may cause nuisance or annoyance to the buyer(s) / occupiers of other units in the unit nor shall they install any prohibited machinery which may create sound, noise or vibration or which may in any manner cause damage or injury to the structure of the building or any portion thereof.
- 7.5. To be solely responsible for taking insurance of the Commercial unit/Office space and the goods in the Commercial unit/Office space at its own cost and expenses.
- 7.6. To never do or permit to be done any act or thing which may render the insurance of the Commercial unit/Office space or any part of or the building as a whole, void, or cause increased premium to be payable in respect thereof.
- 7.7. Not to do or suffer anything to be done in or about the Commercial unit/Office space which may tend to cause damage to any flooring or ceiling or any space over/ below

or adjacent to the Commercial unit/Office space in any manner .

- 7.8. To abide by the covenants herein agreed and ensure that they shall be made binding legally on the purchaser as part of the terms and conditions agreed between the parties.

8. RIGHTS OF SELLER

The Purchaser(s) hereby confirm and unconditionally agree that:

- 8.1 The Seller shall, if permissible by the relevant authorities and under the applicable laws, may make additions to the project including any additional FAR, raising floors, putting up additional structure etc. and all such additions shall be the sole property of the Seller which will be solely entitled to sell/ transfer/ use / deal it in any manner.
- 8.2 That the seller shall be entitled to additional construction or parts thereof as approved by the competent authority and after obtaining desired permissions as specified in the prevailing laws, on the said building and for those any such additional construction the Seller shall be entitled to use the common amenities, facilities, utilities etc. and seller also be entitled to connect the electric, water, sewerage drainage etc. for the said additional construction in consultation with association/ maintenance society and/or additional constructions will be sole and exclusive property of the Seller and the seller shall be entitled to deal with or dispose them off

in such a manner as the seller may deem expedient and Purchaser(s) shall neither be entitled to raise / set up any claim or demand over the said additional construction nor shall raise / create any obstruction / hindrance of any nature whatsoever on such right of the seller about any such additional construction. The Purchaser(s) shall not claim any right, title or interest on any such additional construction or the Purchaser(s) will not be entitled to raise any kind of objection or hindrance about any temporary or permanent construction to be made by the Seller or anybody on his behalf.

8.3 That the seller has absolute and full right over the terrace of the Complex. The seller shall be entitled to carry out permissible construction over the roof/ top terrace of the building or any part thereof and the Purchaser(s) will not be entitled to raise any kind of objection or hindrance about any temporary or permanent use of the same by the Seller or any other buyer(s)/ Person(s) authorized by the Seller.

8.4 The Seller, in order to facilitate any future construction/ maintenance or repair work of the said building at any time henceforth, shall be entitled to fix any scaffolding or machinery as may be required for use by the workmen or for carrying materials and the Purchaser(s) shall not raise any objection with respect to the same.

8.5 In case the Seller or its representative(s), henceforth, desires to cause earth cutting in any part of the land for the purpose of making any

sort of underground facility or development, the Purchaser(s)/ shall confirm that he shall extend necessary cooperation in that regard and shall not be entitled to raise any objection thereto.

- 8.6 The seller shall be entitled to put neon/electronic sign boards, name plate of its establishment/ Seller name, advertisements etc. inside or outside the premises, on roof top of the building and common area and use such open, free space for brand promotion. The Purchaser(s)/ will neither have the right to remove/change/alter such sign boards or advertisements nor will they have any claim on the revenue (if any) generated there from.

9. USE OF COMMON AREA AND FACILITIES

- 9.1 The Seller has conceived and planned various Common areas, Amenities and Facilities in the Whole Project. These Common areas, Facilities and Amenities developed/ to be developed shall be common for all occupants of the whole project. Therefore, it has been clearly explained by the Seller to the Purchaser(s) and further agreed by the Purchaser(s) that the Common areas and facilities of Whole project along with the Common areas and facilities of the said project are common and buyers of whole project are equally eligible to use the same. The Purchaser(s) of the Whole project shall have equal rights in the Common areas and facilities of the whole project and the Purchaser(s) shall not obstruct and/or cause any hindrance to any buyer(s) belonging to any phase/ Tower in the Whole project.

- 9.2 That the Purchaser(s) hereby agrees that his/her right to use of Common Areas and Facilities developed with the said Project and/or the Whole Project shall be subject to the timely payment of total maintenance charges and performance by the Purchaser(s) of all his obligations in respect of the terms and conditions specified under this Deed as well as by the Owners Association from time to time. The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Purchaser(s) agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.
- 9.3 The Purchaser(s) agree and confirm that the right to use the common areas and facilities shall be governed by the seller as per the maintenance agreement/ bylaws if any prevailing at that point of time in this respect. The Purchaser(s) shall have no claim, right, title or interest of any nature or kind in respect of any unsold units and / or un-allotted / un earmarked spaces and /or limited common areas and facilities in the said project, which shall always remain the absolute property of the Seller, until any right or title of any of such assets or property is specifically transferred or assigned by the seller . Thus, except the ownership rights of the Commercial unit/Office space and the limited right to use and enjoyment of common areas and amenities such as lifts, recreational facilities, water and electricity arrangements etc. and the right of ingress and egress in respect of any of the common areas such as passages, lobbies, staircases; the Purchaser(s) shall have no right of any kind with respect to any other property, moveable or immovable or any part thereof, whatsoever in the said project.

- 9.4 That the Purchaser(s) shall at no time demand partition of his interest in the said land and building and any part thereof. It is hereby agreed and declared by the Purchaser(s) that his interest in the said land and building is undivided, impartibly and it is agreed that the seller shall not be liable to execute any assignment or any other document in respect of the exact undivided, impartibly underneath share of the Purchaser(s) in the said land.
- 9.5 The Common areas and facilities shall not be transferred and remain undivided and the Purchaser(s) and no other Commercial unit/Office space owner or any other person shall bring any action for partition or division of any part thereof, and any covenant to the contrary shall be void.
- 9.6 That the Purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open spaces and other common passage of the building.
- 9.7 As per applicable laws, seller has made provision for parking. The Purchaser(s) hereby undertake that they shall not enclose the said parking space in any manner or use it for any purpose other than parking and they shall be deemed to be only a licensee of the parking space. The Purchaser(s) agrees that the parking space allotted to them is inseparable and integral part of the said Commercial unit/Office space. In case of the sale / transfer of the Commercial unit/Office to a new buyer(s), the parking assigned with the Commercial unit/Office shall also be automatically transferred to such new buyer.

10. NATURE OF Commercial unit/Office space TO BE OWNED BY THE PURCHASER(S)

- 10.1. That the said Commercial unit/Office space hereby conveyed be used for commercial purpose only. That the Purchaser(s) are entitled to transfer the aforesaid Commercial unit/Office space by way of sale or of any other legal mode.
- 10.2. That the Seller hereby agrees and assures the Purchaser(s) to help and assist the Purchaser(s) in getting the Commercial unit/Office space transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the Purchaser(s) shall have full right to get the Commercial unit/Office space transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.

11. PAYMENT OF TAXES AND OTHERS DUES

- 11.1. THAT the Purchaser(s) will pay all taxes including Municipal Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Commercial unit/Office space by any authority or body or Govt. from time to time.
- 11.2. THAT the SELLER shall pay all taxes including Municipal Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Commercial unit/Office by any authority or body or Govt. till the possession or date of execution of this deed, whichever is earlier.
- 11.3. THAT in case any dues are outstanding against the SELLER or their predecessors in interest in respect of Commercial unit/Office space hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the SELLER and not the Purchaser(s).

12. MAINTENANCE

- 12.1. That the Purchaser(s) is liable to pay One-time Interest Free Maintenance Security 'IFMS' to the SELLER before execution of the Sale Deed.
- 12.2. That the Purchaser(s) further agrees to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the SELLER/Authorized Agency to the Purchaser(s).
- 12.3. That if the Purchaser(s) defaults or fails or neglects or refuses to make payment of the aforesaid maintenance charges, then ANS Developers Pvt. Limited/Authorized Agency will be entitled to recover the same through Court of Law at the cost of the Purchaser(s).

13. DEFECT LIABILITY CLAUSE:

It is agreed that in case, any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Seller as per the agreement relating to such development is brought to the notice of the Seller within a period of 5 (Five) years by the Purchaser from the date of offer for possession or the date of obligation of the seller to give the possession to the Purchaser, or the date of possession decided by Seller on which it offers possession to Purchaser, whichever is earlier, it shall be the duty of the Seller to rectify such defect without further charge, within thirty days, and in the event of Seller's failure to rectify such defect within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate

compensation in the manner as provided under the 'ACT'.

However, in case any damage to the commercial building is caused by the Purchaser(s) and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the Purchaser(s) /or any damaged caused due to Force Majeure shall not be covered under this clause. Provided that, the Seller shall not be liable for, any such structural/ architectural defect induced by the Purchaser(s) by means of carrying out structural or architectural changes from the original specifications/ design.

In case of any structural defect pointed by the Purchaser(s), the same shall be referred to a registered architect or engineer, as deputed by the Seller and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Purchaser(s) falls under the provision of the act.

14. VIOLATIONS BY THE PURCHASER(S)

The Purchaser(s) understands that if they, at any time

- a. Violates or fails to abide by the terms and conditions of this Deed and / or
- b. Fails to fulfill their duties and obligations under the terms and conditions of this Deed and / or
- c. Causes or allow to be caused any obstruction or interference of whatsoever nature to impede /

prevent the Seller from exercising its legal right(s) in dealing with the project and / or

- d. Causes or allow to be caused any obstructions or interference in the activities of the Seller with respect to the project; then the Seller shall be entitled to take all such steps that may be required to enforce the Purchaser(s) to abide by the conditions laid down in this Deed including but not limited to exercising its right to claim damages and / or take such other action or seek such other legal remedy as the Seller may decide.

15. EXPENSES IN RESPECT OF SALE DEED

- a. The Purchaser(s) shall participate towards registration of this deed of the Commercial unit/Office space, as provided under sub-section (1) of section 17 of the Real Estate (Regulation and Development) Act, 2016 ("**Act**").
- b. THAT all the expenses for execution and registration of this sale deed shall be borne by the Purchaser(s) and in case any deficit or penalty in respect of payment of stamp duty is levied, the same shall be borne and paid by the Purchaser(s).

16. LIABILITY OF PURCHASER(S)

- a. That before transfer of the said Commercial unit/Office space either by Purchaser(s) or any of their transferee(s), the Purchaser(s) or any of their transferee(s) shall have to obtain the 'No Objection Certificate' from the 'ANS Developers Pvt. Limited/Authorized Agency/ Society', who are

maintaining the aforesaid building regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Purchaser(s) or any of their transferee(s) transfer the said Commercial unit/Office without obtaining the said 'No Objection Certificate' from the 'ANS Developers Pvt. Limited/Authorized Agency/Society' then in that event the new owner or owners of the said Commercial unit/Office shall have to pay all the outstanding dues regarding the maintenance charges, property tax, and other charges, which are payable in respect of the said Commercial unit/Office, to ANS Developers Pvt. Limited/Authorized Agency.

- b.** That in case of resale of the Commercial unit/Office space by the Purchaser(s), the transferee shall always be bound by the terms and conditions contained herein.
- c.** THAT the Purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies, open spaces and other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said commercial units, parking of personal vehicles in the open spaces shall however, be permitted.
- d.** THAT neither Purchaser(s) nor the SELLER will in any manner block the common passages to the stair or stairs going up and down. In case if anybody does so, the association/occupiers of the other Commercial unit/Office shall have a right to remove

such obstructions forthwith with the cost of the wrong doers.

- e.** THAT the Purchaser(s) shall not at any time dig, demolish or cause to be dug or demolish any part of the said building.
- f.** THAT the Purchaser(s) undertake and agree not to chisel, chip in any manner or cause damage to any of the structural materials, pipes, ducts, electric wires and other fittings passing or contained in his Commercial unit/Office or in any other part of the said building.
- g.** THAT the Purchaser(s) shall not throw or accumulate any dirt, filth, rubbish, garbage, rags or other roughage or permit the same to be thrown or accumulate in any portion of the building. The Seller / Maintenance Agency / Association of Allottees shall be entitled to remove the same without giving any notice to the Purchaser(s) and to take them in its custody at the risk and responsibility of the Purchaser(s) and no claim shall be made by the Purchaser(s) against the Seller / Maintenance Agency / Association of Allottees in respect of such goods. The Purchaser(s) / occupant(s) shall dispose the waste in accordance with the rules regarding the same, as set out by the Seller / Association of Allottees.
- h.** That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Commercial unit/Office space to the Purchaser(s) and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms

hereof, except under the signatures of the authorized signatory of the Seller after the date of registration of this Sale Deed.

17. NOTICE

That all letters, circulars, receipts and / or notices issued by SELLER dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the Purchaser(s) given herein above will be sufficient proof of the receipt of the same by the Purchaser(s) and shall completely and effectually discharge the SELLER in respect of the same.

18. INDEMNIFICATION

THAT if any relative, successors, heirs of SELLER or any person claims any right or privileges in respect of the Commercial unit/Office hereby transferred it shall be rendered illegal and void by virtue of present Sale Deed and if the Purchaser(s) is deprived of aforesaid Commercial unit/Office by reason of any defect in the title, the SELLER hereby undertake to indemnify the Purchaser(s) against all losses suffered by the Purchaser(s) due to such loss or losses.

That the Purchaser(s) hereby indemnifies and agrees to keep the SELLER indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the SELLER may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and/or any other such charges payable by the Purchaser(s) in respect of the said Commercial unit/Office from the date of execution of this Deed.

19. WAIVER

Any delay tolerated or indulgence shown by the Seller in enforcing any of the terms of this Deed or any forbearance or extension of time given to the Purchaser(s) to fulfill his obligations and abide by the terms of this Deed shall not be construed as a waiver on the part of the Seller or any breach or non-compliance of any of the terms and conditions of this Deed by the Purchaser(s) nor shall the same in any manner prejudice or affect the rights of the Seller.

20. SPECIFIC PERFORMANCE

The seller hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore that, without prejudice to any and all other rights and remedies the seller may have, the Seller shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Deed. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Seller may have under law or in equity or pursuant hereto.

21. SEVERABILITY

If at any time, any provision of this Deed shall be determined to be void or unenforceable under any applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably

inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, as the case may be, and the remaining provisions of this agreement shall survive and remain valid and enforceable with full force and effect. However, if any of the provisions, attributable to the above causes, has to be deleted / replaced, then the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provisions being deleted / replaced such that it preserves and protects the interest of the Parties under this Deed.

22. GOVERNING LAW

That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.

23. JURISDICTION

That, the Courts of Uttar Pradesh, at Lucknow bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.

24. DISPUTE RESOLUTION

Any dispute, difference, controversy or claim ("**Dispute**") arising between the Parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the Parties by mutual

negotiations and Agreement. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall then be referred to the sole Arbitrator and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (“the **Arbitration Act**”) and the decision of the Arbitrator shall be final and binding upon the Parties. The venue of arbitration proceedings shall be Lucknow. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the Parties in equal proportions.

25.SAVINGS

Any brochure, application, letter, allotment letter or any other document signed by the Seller(s)/Purchaser(s), in respect of the unit, prior to the execution and registration of this deed for such unit, shall not be construed to limit the rights and interests of the Purchaser(s) or the Seller under this deed, under the Act, the rules or the regulations made there under.

26.ASSIGNMENT

The Purchaser(s) shall be free to assign any/all of its rights under this deed and rights with respect to the unit to any other person/entity [**Assignee(s)**] and the Seller shall not be entitled to object to the same in any way. With effect from the date of such assignment by the Purchaser(s), the term ‘Purchaser(s)’ as interpreted

in this deed and for all purposes herein, shall mean the Assignee(s).

VALUATION AS PER CIRCLE RATE

1. LOCATION OF ROAD

THAT the unit transferred under this deed is situated at Village Baghamau, Pargana, Tehsil & Distt. Lucknow, Gomti Nagar Extension, Sector-6, Lucknow, which is assessed as given in Circle Rate List, issued by Collector, Lucknow.

2. CALCULATION

That the proportionate area of the land hereby sold is about ____ sq. meter (____ sq. Mtr. X ____ Sq. Meters/____ = ____ sq. meter) (proportionate area for only stamp duty purposes) the value whereof @ _____/- per sq. meter comes to Rs. ____/-. Being a corner plot 10% extra ____/- Only. The total carpet area of Commercial unit/Office is about ____ sq. meter, and value thereof @ Rs. -----/- per sq. meter comes to Rs. ____/-. The total value of land and construction of the Commercial unit/Office comes to Rs. ____/- Only. while Actual Sale Consideration is Rs. ____/- Only. As both the Purchasers have equal Share in the Commercial unit/Office hence Stamp Duty of Rs. ____/- is payable as per government notification order no. _____ Lucknow dated 30.06.2008. However an amount of Rs. ____/- is already paid at the time of agreement to sell duly registered on ____ in the office of Sub Registrar-II,

Lucknow, vide book no.____, zild no.____ on pages ____ to ____ as serial no.____.

Thus after deduction, the stamp duty payable is Rs. _____/- which is being paid by the Purchaser through E-Stamp No.IN-UP_____ dated_____.

SCHEDULE OF PROPERTY

Unit Bearing No. ____ situated on the ____, in the Project **“Shalimar Business District - Tower 1”** developed over _____ in the integrated Township named ‘Shalimar One World’ having Carpet Area ____ sq. feet i.e. ____ Sq. Meters built over a said land at Village Baghamau, Pargana, Tehsil & Distt-Lucknow, which is 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 presence of following witnesses.

WITNESSES

()
Sellers

()
Purchasers

DRAFT FOR RERA REGISTRATION PURPOSES ONLY