

DETAILS OF INSTRUMENT IN SHORT

Date of Execution :
Place of Execution : Lucknow
Sale Consideration : Rs./-
Market Value : Rs./-
Total stamp duty paid : Rs./-

1.	Ward/ Pargana	Ibrahimpur
2.	Mohalla/ Village	Sushant Golf City
3.	Details of Property (Property No.)	Commercial Unit No. having Carpet area of Sq. Meter i.e. Sq. Feet having super built up area of Sq. Meter i.e. Sq. Feet on the Ground Floor in building built over Plot No. CP-17, in International Business Bay-3, Situated at Sushant Golf City, Sultanpur Road, Lucknow, (U.P.)
4.	Standard of measurement	sq. meter
5.	Carpet Area of Property	 Sq. Meter
6.	Location Road	Not Situated at any Segment Road
7.	Type of Property	Commercial Shop
8.	No of persons in first part (1); No. of persons in second part (1);	
9.	Details of Seller	Detail of Purchaser
	M/s Pacific Habitats India Pvt. Ltd. (PAN-AAHCP9008R), having its office at E-201, Marvel Bounty, Magarpatta Road, Hadaspar, Pune-411028 through its Director/Authorized signatory	

SALE DEED

THIS DEED OF SALE IS EXECUTED BETWEEN **M M/s Pacific Habitats India Pvt. Ltd.**, a company incorporated under the Companies Act 1956 having its office at **/s Pacific Habitats India Pvt. Ltd.** , having its office at E-201, Marvel Bounty, Magarpatta

Road, Hadaspar, Pune-411028 through its Director/Authorized signatory (hereinafter referred to as "**Seller**") which expression shall mean and include its legal representatives successors, transferees and assignees etc of One Part,

AND

M/S..... having its office/residence at..... through its Director/Authorized signatory (Hereinafter referred to as "**Purchaser**") which expression shall mean and include his heirs, successors, transferees and assignees etc. of Other Part.

WHEREAS the Government of Uttar Pradesh, in pursuance of mandates of the National and State Housing Policy announced a policy dated 22.11.2003 to be known as Hi-Tech Township Policy to promote and facilitate private sector participation in the development of Hi-Tech Townships and for which it invited proposals for development of Hi-Tech Township in the state of U.P.

AND WHEREAS the High Power committed constituted by the Government of Uttar Pradesh selected Ansal Properties & Infrastructure Ltd. for the development of Hi-Tech Township on Sultanpur Road, Lucknow on the land measuring 3530 acres (approx.) and a Memorandum of Understanding to that effect had been signed and executed between Ansal API and Lucknow Development Authority (LDA) constituted under the provisions of Uttar Pradesh Urban Planning Development Act, 1973.

AND WHEREAS pursuant to the said Memorandum of Understanding, Ansal API signed the Development Agreements with the Lucknow Development Authority (LDA) for development of this Township.

AND WHEREAS the detailed lay out plan of the Hi-Tech Township was approved by the Lucknow Development Authority, Lucknow showing the plot in question.

AND WHEREAS in terms of the Policy of Hi-Tech Township the developer has been authorized to transfer the plots of different specifications and sizes so developed by it to its transferee/s on its own terms and conditions as per Hi-Tech City Policy.

AND WHEREAS the Seller has purchased Commercial Plot No. CP-17, admeasuring 1725 Sq. Mt. in International Business Bay-3, Situated at Sushant Golf City, Sultanpur Road, Lucknow, (U.P.) from Ansal Properties and Infrastructure Ltd., which is registered in the office of Sub Registrar, Sarojani Nagar, Lucknow in Bahi No. 1 Jild 7589 Page 87/110 at Serial No. 38661 on 03.12.2021.

AND WHEREAS the project is registered with RERA in respect of the same land vide No.

AND WHEREAS the building plan/map of the CP-17, IBB-3 has been approved by Lucknow Development Authority vide Permit No. dated

AND WHEREAS the Purchaser has inspected the 'said Commercial Complex' and is fully satisfied of the same being up to the mark with regard to the quality of construction, the material used for construction, the facilities available after being fully satisfied in all respects whatsoever without any fear, pressure or inducement of any nature whatsoever is entering in to and executing this deed.

AND WHEREAS the Purchaser has duly scrutinized and inspected the title, rights, interest, encumbrances, the title documents, other relevant papers and right to construct the multi storied complex on the land acquired for the construction of the Commercial complex known as **"IQ LIFE STYLE PLAZA"** at Sushant Golf City, Sultanpur Road, Lucknow, and has also fully satisfied himself with the title, rights, interest, encumbrances in respect to the property being conveyed in pursuance of the present sale deed.

AND WHEREAS after satisfying himself the Purchaser had purchased **Commercial Unit No. having Carpet area of Sq. Meter i.e. Sq. Feet having super built up area of Sq. Meter i.e. Sq. Feet on the Floor in building built over Plot No. CP-17, in International Business Bay-3, Situated at Sushant Golf City, Sultanpur Road, Lucknow, (U.P.)** including facility of common passage, lifts, staircase etc., which has been shown to the Purchaser in the map prepared and marked by the Seller, (Hereinafter referred to as "Said Property") and has paid an amount of **Rs./- (Rupees**

..... **Only**) as total sale consideration including other charges.

AND WHEREAS on the request of Purchaser, Seller has executed the present Deed of Sale in favour of Purchaser.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That in consideration of a sum of **Rs./- (Rupees **Only**)** which had been already paid by the Purchaser to the Seller before execution of this sale deed (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 No. having Carpet area of Sq. Meter i.e. Sq. Feet having super built up area of Sq. Meter i.e. Sq. Feet on the Floor in building built over Plot No. CP-17, in International Business Bay-3, Situated at Sushant Golf City, Sultanpur Road, Lucknow, (U.P.);** including proportionate common area, Passage and lifts etc. in the building to the Purchaser, who shall become the owner and shall enjoy the said property in future.
2. That the Seller and Purchaser hereby covenant with each other as follows:-
 - a. 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 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.
 - b. 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.
 - c. That the Purchaser is authorized to get the said property mutated in his own name by presenting the instant sale deed or its certified copy before the authority concerned.

- d. That the Seller hereby assure the Purchaser that the said property hereby sold is free from all sorts of encumbrances, such as prior gift, sale, agreement to 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 suffered by the Purchaser.
- e. 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, 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 and roof rights shall exclusively vest with the Seller and if Seller wants to do further constructions over the roof of the Building, the Purchaser shall not raise any objection by any reason whatsoever.
- f. That the proportionate taxes, if any, due in regard to the said property upto the date of handing over the 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. Any other taxes imposed by any authority shall be borne and paid by Purchaser.
- g. That the open land and the land underneath the said property and open terrace of first floor and terrace of 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 their 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 and given no objection for 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 his own cost.

- h. That the Purchaser and Seller shall not in any manner demolish the said property hereby sold or any part thereof.
- i. 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 and group of Purchaser. The seller shall maintain the building..... against IFMS deposited. The Purchaser hereby agrees that he shall not claim IFMS deposited at the time of handing over the building to any maintenance agency or Society. However, the Purchaser shall pay the maintenance charges after **regularly without any default which may be increased 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 Purchasers, 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.
- j. That the Purchaser may sell or assign his rights or titles conveyed to it through the instant deed in respect of the said property hereby sold to any individual of his choice, provided that the Purchaser shall have no rights to sells or transfers or

assigns 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.

- k. That if after execution of the deed of sale of the aforesaid property 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.
- l. 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 which may likely to cause the nuisance or annoyance to the other occupiers of the floors/complex/ building of or for any immoral purposes.
- m. That the electric connection provided to Purchaser is single point connection. If any change happens due to any order/rules of Government or any authority, the same shall be borne exclusively by Purchaser.
- n. 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.
- o. That the Purchaser shall not put up any name or sign board, neon, sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the Complex/Building or anywhere on the exterior of the Building or common areas except the place reserved for it by the seller and shall not change the color scheme of the outer walls or printing of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation, architectural features and design.
- p. **That if for any reason the building collapsed, the Purchaser shall have the right to the proportionate land area on which the building exists and all the owners of the building shall have authority to construct a similar building on the said plot with their own cost and expenses.**

- q. That the Purchaser will abide by all laws, bye-laws, rules, and regulation of the Govt./Local bodies/maintenance agency/society/Resident Welfare Association and/or any other authorities and shall attend answer and be responsible for all deviation failure or breach of any of the condition of bye-laws or laws or rules and regulations and keep the Seller indemnified, secure and harmless against all costs consequences and damages arising due to breach and /or non-compliance of the bye-laws /regulation by the Purchaser.
- r. That the Seller is in bona fide belief that all the payments made at all time to the Seller by the Purchaser/s has been generated from legal sources and is not involved in any illegal activities relating to terrorism, money laundering etc. and also adhering strict compliance of laws relating to Money laundering Act, Foreign Exchange management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. The Seller in any case shall not be responsible for any violation of aforesaid laws, rules and regulation. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by the Purchaser/s himself. The Purchaser/s shall always indemnify for any loss arising to the Seller due to such violation.
- s. That the complex/building are not fully Air Conditioned. It is not situated at any Segment Road.
- t. That the property transferred through this deed is on Ground Floor having a Covered area measuring Sq. Mtr., the valuation whereof for shop @ Rs./- per Sq. Mtr. comes to Rs./-. The sale consideration is Rs./-. Therefore, the total stamp duty of Rs./- has been paid vide e-Stamp on Consideration Amount which is higher than Market Value by Purchaser.

SCHEDULE OF THE PROPERTY

Commercial Unit No. having Carpet area of Sq. Meter i.e. Sq. Feet having super built up area of Sq. Meter i.e. Sq. Feet on theFloor in building built over Plot No. CP-17, in International Business Bay-3, Situated at Sushant Golf City, Sultanpur Road, Lucknow, (U.P.), which is bounded as under:

BOUNDARIES

North :
South :
East :
West :

DETAILS OF PAYMENT

Seller has received **Rs./- (Rupees Only)**
from Purchaser including other charges and Seller acknowledges
this receipt.

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)

2-

(Purchaser)

