

Sale Consideration : Rs.
 Market Value : Rs.
 Stamp Duty Paid : Rs.
 V -Code :

DEED OF SALE

- 1- Type of Land Housing -
- 2- Ward -
- 3- Mohalla -
- 4- Property No. - Built up Flat No. Tower No. at Floor, (as per map attached) situated in the Residential Group Housing Complex constructed over Plot Khasra No.
- 5- Measurement - In Square Meter
- 6- Built Covered Area of Property - Approx sq. mtr. (Including Balcony)
- 7- Status of Road-
- 8- Status of Flat -
- 9- Parking facility -
- 10- Sale Consideration - Rs.

Boundaries of the Flat:-

East :
 West :
 North :
 South :

SCHEDULE OF PROPERTY

One Freehold Residential built up Flat bearing no, Tower No. at **Floor**, (as per map attached) (without roof rights) having area sq. mtr. approximately including Balcony herein after referred to as **“SAID FLAT”** constructed over Plot Khasra No. situated at Plot,, Lucknow hereinafter referred to as **“SAID PROPERTY/.....”**

This Sale Deed is made at Lucknow on this **day of**
 by and between:

- 1- **MI Builders Pvt. Ltd.**, a company registered under the Companies Act, 1956, through its Managing Director, Mr. Syed Mohd Qadir Ali, S/o Late Syed Karamat Hussain, having its registered office at New Janpath Complex, 6th floor, 28/14, 9A, Ashok Marg, Lucknow-226001 (Uttar Pradesh. **(Vendor No. 1)**

All the above three parties shall be referred as the **“VENDOR”** of the ONE PART.

That a meeting of board of Directors of the companies was held on _____, at its registered office, In the board meeting, Mr. has been appointed as authorized signatory to execute the sale deed of the aforesaid Flat situated at

That the above named Vendor has executed a Power Of Attorney in favour of Mr. R/o Which is registered in the office of Sub-Registrar -....., Lucknow in Bahi No....., Zild -, Pages/ No. on which has not been repudiated or cancelled as is valid till date.

AND

Mr. S/o Late & Mrs. R/o herein after referred to as the “VENDEE” of the OTHER PART.

The Expressions **‘Vendor’** and **‘Vendee’** shall mean and include, unless repugnant to the context, their legal heirs, executors, administrations, nominees, successors, legal representatives and assigns respectively.

Whereas:-

Vendor no. has purchased land Khasra No.measuring Hec. situated at village Which is registered in the office of Sub-Registrar, Lucknow in Bahi No., Zild No., Pages

Whereas:-

That subject to the conditions enumerated herein, the Vendor has absolute right to enter into all agreements, contracts etc. with regard to the

construction and sale of the apartments which are constructed over the
“Said Property”

Whereas:-

- A. The Vendor had submitted map for construction of multistory Towers, thereon, Lucknow Development Authority (LDA), had approved the said Map Vide Permit No. Dated, after getting the approval from Lucknow Development Authority, the Vendors have constructed Towers thereon. Each Tower having ground+ Floor. The said site is known as and after its completion the Vendors applied for the completion to the authority and final N.O.C. from the fire department, the authority have issued the completion certificate dated vide its order No. and final fire N.O.C. dated is issued vide Letter No.
- B. The Vendee(s) after having satisfied itself with the aforesaid facts and having inspected the relevant record relating to title of the said Land and various approvals and sanctions has agreed to purchase the said flat as stated in the schedule of property for the consideration and terms stipulated in this Sale Deed and on the specific assurance that the Vendor is fully competent to sell the said flat in the said Project, the flats/units sketch/map of which is annexed hereto and thereafter on recording his / her / their satisfaction has requested for execution of sale deed for the “**Said Flat**” detailed above.
- C. The Vendee has carried out the inspection of the building plans of the said dwelling unit, and have satisfied themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said dwelling unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said complex.
- D. The Vendor has agreed to sell and Vendee has agreed to purchase the said Flat in accordance with the terms and conditions of the allotment dated which, shall remain binding and enforceable and read as part

and parcel of this Sale Deed in case of any contradiction, the terms of this sale deed shall take precedence and supersede the same.

NOW THIS SALE DEED WITNESSETH AS UNDER:-

- 1- That in pursuance of Allotment, the Vendor had allotted the above said flat for Sale Consideration of Rs./- which has been paid by the Vendee and received by the Vendor. The Vendor do hereby convey by way of sale of the said Flat together with nonexclusive right to use the passages, lobbies, staircase, lifts including of all easements rights attached to Said Flat, in the building where the flat is situated.
- 2- That however, it is admitted, acknowledged and so recorded by and between the parties that unrestricted ownership right in the terrace shall remain with the Vendor and the Vendor have all the rights of further construction in the eventuality of change in F.A.R. and the Vendee is not authorized to use the same.
- 3- This Sale Deed is executed for the said Flat of which the Vendor have received full consideration to the sale. The sale price is calculated on the basis of its Super area, which comprise the built up covered area i.e. Actual area under the roof or sum of an area of the said flat.
- 4- That except of the said unit herein agreed to be sold and necessary easementary rights pertaining thereto, all the residuary rights in the building and the said project shall continue to vest in the Vendor till such time as the same are not allotted, sold or otherwise transferred to any particular Association of owners in the said project/Complex as recognized by the Vendor or handed over to any municipal or government authorities or the association of apartment owners constituted under the relevant law and recognized by the vendor, as may be required of the said tower.
- 5- That it has been agreed between Vendor and Vendee that save and except in respect of said flat hereby

acquired by him the vendee will have no claim, right, title or interest of any nature or kind except the right of ingress and egress in respect of all or any of the common areas such as roads, lobbies staircases, lifts, corridors etc. and these areas shall remain undivided, and no Vendee 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.

- 6- The Vendee hereby declares and confirm that he/ she/ they has not entered into any agreement/ arrangement with any other person with any other person for selling the Said Flat to any other person nor He/She/They have taken any loan from any financial institutions, banks and any other person against the security of the Said Flat. **Or** if taken then with all the rules and regulations completed all the formalities and in that case the lending party will collect the original Sale Deed until and unless the NOC is obtained by the Vendee from lending party.
- 7- The Vendor also hereby declare and assure the Vendee that Vendor is the rightful owner of the Said Flat and the Said Flat is free from all sorts of encumbrances and having full right to execute this Sale Deed.
- 8- That since the said flat is in a Multi Storey Group Housing Residential Apartment, as such, the vendee shall possess the ownership rights pertaining to his / her, 'own flat, coupled with the duties and obligations to be performed by the apartment owner/ occupier, as contained in the U. P. Act no. 16. Of 2010.
- 9- The Vendee hereby covenants that upon taking possession of the Said Flat, the Vendee shall have no claim against the vendor in respect of any item of work in the Said Flat which may be alleged not to have been carried out or completed or for any design, specification area location of said flat, construction quality installation of plant & machinery or equipments for providing amenities/ facilities,

electricity/water/sewerage connection or for any other reason whatsoever and have no right to object to the vendor's construction or continuing with the construction of the other adjoining block(s) & additional floors etc.

- 10- That the Vendee(s) agree/s to abide by all Laws, By-laws, Rules and Regulations applicable to or as may be applicable from time to time, governing or relating to the said Unit, Building, Project, Complex and scheme and shall be responsible/ liable for all defaults, violations or breaches thereof.
- 11- That the Vendee(s) shall not use the said Unit or permit/allow the same to be used for purpose other than residential, or for any purpose which may or is/are likely to cause nuisance or annoyance to the occupiers of other Unit or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring or ceiling of any floor below or above or in any manner interfere with the use thereof or of space, passages or amenities available for common use. Any activity falling under the aforesaid restrictions shall be liable to be removed at the cost and expenses of the Vendee. This shall be applicable to the subsequent vendee as well. In case of keeping pets, the Vendee shall abide by the municipal laws in this regard and shall be exclusively liable for any hurt caused by the pet to any occupant or the visitor.
- 12- That the Vendee(s) shall keep the said flat in good condition at all times and shall not disturb the permanent structure, beam, pillars, and shall not make any additions/ alterations in the said flat without permission from the Vendor and or concerned authorities nor shall demolish any walls including load bearing walls, or cause damage to or nuisance in the said flat or the said Project in any manner as may affect the safety of the structure of the buildings or of any installations. The Vendee(s) shall be liable for any losses, damages as may be caused on account of breaches.

- 13- That the area of flat hereby transferred is the built-up area, which includes area of independent wall and half of the area of the wall common between 2 units and the area of balcony(s). The Vendee shall not be allowed to cover the balcony and terrace which shall always remain open. The Vendee shall not encroach any common area and stairs, etc. and any encroachment upon balcony(s), common area like lobby, corridor, stairs, etc. shall be unauthorized and shall be liable to be removed by the Vendor or the Association at the cost of the Vendee.
- 14- That the Vendee(s) shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hoardings, hanging of clothes, etc. in the common areas as well as outer facade of the Building and shall not change the colour of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.
- 15- That all roof right of the top floor shall exclusively vest with the Vendor who has unfettered right to enter upon the terrace through its Agents for purposes of maintenance, repairs, replacements etc. of the Building, Structure and various installation & common facilities thereon. However, the entire area of the terrace shall be open to all the owners/ occupants of other Unit in the building only in cases of emergencies like fire etc. and shall be further subject to provisions of the local laws.
- 16- That the basement(s) and service areas, if any, as located within said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps, stores rooms and equipment's etc, and other permitted uses as per plans. The Vendee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces.

- 17- That the Vendor shall, if permitted by law, be exclusively entitled to give on lease or hire any part of the top roof/ terraces above the top floor, (excluding exclusive terraces allotted, if any, specifically by the Vendor in the said Project) for installation and operation of antenna, satellite dishes, communication towers, etc. or any other provision and any other law/order is required to be made, then the cost of such additional provisioning shall be proportionately shared by the flat Vendee(s) and paid as and when demanded by the Vendor within time.
- 18- The vendor shall not be liable for any interior decorations, customizations, alterations or other personalization, whatsoever, made by the vendee/purchasers. These facts have been explained & appraised to the Vendee(s).
- 19- That the Flat hereby transferred is a super structure along with proportionate undivided interest in the land under the tower which shall be un-severable from the joint interest of the other Vendee and shall not be subjected to partition or sub-division at any stage of time by the Vendee or any person claiming through the Vendee(s), which shall however be transferable as an interest incidental to the super structure hereby transferred. This condition shall be applicable on subsequent transferee(s) as well.
- 20- That the said land under the said scheme/ Project/Apartment includes parcels earmarked for certain facilities like shops, recreation club, etc. and the buildings constructed/to be constructed thereon and therefore. The Vendee(s) shall have not claim to such parcels of said land in the said Scheme/Complex and/or the buildings thereon and these are not within the scope or purview of this sale deed.
- 21- That the Vendee shall be bound to avail all the services provided by the Vendor and shall maintain the payment against the services on regular basis for example telephone, optical fiber, gas connection and

other services. Electric connection shall be available to the purchaser as per the connection norm of the concerning authority. The Vendee in no way will be allowed to disturb the permanent structure(s) and façade of the Apartment.

- 22- That all the taxes/fees/charges /fees which include house/sewerage/electricity/water/gas/internet/ telephone /AMC shall be payable by the Vendee with regard to the Said Flat, if any had already been levied or to be levied retrospectively and prospectively by the concerned authority in case the aforesaid taxes/cess/charges/fees is the joint liability against the Said Property, the Vendee is liable to pay to the extent of Super Area of the Said Flat proportionately along with other owners /occupants of the flats situated in the Said Property and similarly, the liability of the Vendee is also towards any other demand, if any raised by any local authority or State Govt. for cost of land and compensation.
- 23- That all taxes, charges, assessment as levied or may be levied by municipal/local authorities upon the property hereby transferred shall be borne and paid by the Vendee from the date of delivery of possession or the sale deed whichever is earlier.
- 24- That the Vendee has assured the Vendor that all liabilities relating to Works Contract Services/VAT/Service Tax/GST/ Interest/penalty arises or levied by the concerned authority /Government Department included but not limited to various taxes, retrospectively or prospectively with respect to said flat, the vendee shall deposit the same to the vendors within days of demand raised by the Vendors for making onward payment to the concerned department if the demanded amount is not paid by the vendee the vendors will have charge against the said flat and the Vendors will be able to exercise that charge and recover its demand. The vendee shall keep the vendors indemnified against any loss arising due to the same.

- 25- That initially the running & maintenance of the Apartments & services shall be undertaken by the Vendor or its nominee & for this cause the Vendee shall pay to the Vendor or its nominee (s) or the Association whosoever would carry on the maintenance activities the charges as may be asked and in the manner prescribed. It shall be incumbent upon the Vendee to join the Association by paying membership fee for the purpose of management and maintenance of the Apartment & services thereon whenever the Association is formed & become functional.
- 26- That common area(s), service(s) and circulation area of the Apartment shall only be handed over to the association. Unsold area like parking, garages, storage spaces, servant rooms, forming part of the independent area, shall not be handed over to the association and will be owned by the Vendor and may be sold by the Vendor on such terms as the Vendor may deem fit.
- 27- That right to use common services/facilities is always subject to payment of up to date charges & performing stipulations made by the Vendor and Association. Any amount due as maintenance charges shall be charge upon the Said Flat owned by the Vendee in default. If default by the Vendee in payment of the maintenance charges remains outstanding / due for more than three months then Vendor / association shall have the right to stop/ disconnect / curtail the essential services of the Vendee / Occupier including light and water.
- 28- The vendee will be further responsible to pay the electric consumption charges as advance as and when demanded by the agencies. If the vendee fails to pay the electric consumption charges in advance connection will be disconnected by the vendor or the agencies. The reconnection will only be considered by the vendor or its nominated agency only on payment of re-connection charges and penalty of Rs./- for reconnection of backup.
- 29- The Vendee will have a right to use the designated/ allotted parking space only for parking his/her vehicle as mentioned here -in-above. The vendee shall not

have the right to park his/her/their vehicles in the common area or passage etc. The Vendor also reserves its rights to allot the un-allotted parking space in future after handing over the maintenance of the complex to the residents Welfare Association of owners/allotees/ Vendee(s) of the flats. The vendee and association of Vendee will have no right on un-allotted parking space, and the Vendor will have exclusive right on the same as they are not part of the common areas & facilities.

- 30- That the Vendee shall have no right to carry any type of two wheeler/bicycles from lift or stairs and have no right to park the same in common areas or in front of the flat. They shall park the said vehicle in their allotted parking areas only.
- 31- That the parking space allotted to the Vendee shall be used by the Vendee exclusively as an integral and inseparable part of the said unit. The parking space shall not be treated as any independent legal entity nor can the same be alienated independently of the said unit as the Vendee have been given only exclusive right of use of the same.
- 32- The vendee will be responsible to get the insurance of said flat including articles, furniture, goods, machinery and equipments installed and stored inside the said flat. However, if the Maintenance Agency takes up the Group /joint insurance Policy for the Residential Complex and Equipments ad Plant and machinery installed in the Residential Complex. The vendee will be obligatory & liable to pay the proportionate cost to the Maintenance Agency. The said Maintenance Agency shall be operated by Vendor or Nominees of the vendor.
- 33- The Vendee shall comply with and carry out and abide by all the provisions of law, bye laws rules and regulations requisitions demand etc. of all local authorities, state government Vendors and shall attend and answer and carry out at his/her/their own cost and be responsible for all deviations or breaches

thereof and shall also observe and perform all terms and conditions whatsoever agreed and keep the vendors indemnified secured and harmless against all cost, negligence and consequences, arising on account of non compliance with the said requirement requisitions and demands.

- 34- That the vendee understands and agrees that the ingress and egress roads within the project premises are private property of the vendor and shall not be utilized for any other purpose without prior permission in writing from the vendor.
- 35- The vendee hereby covenant that he/she/they shall not cause and shall not cause to be permitted:
- i. To use the Said flat for other than self residential use.
 - ii. To store or dump any material in the passages, stairs, gallery, common areas, corridors, lifts, signboards, publicity or advertisement material or any other things creating hindrance.
 - iii. To change the color scheme of the outer walls or painting of exterior side of the doors and windows etc. or carryout any change in the exterior elevation or design.
 - iv. To allow any type of encroachments and constructions outside the periphery of the said flat the residential complex.
 - v. To close the common verandah, corridors, passages, lounges, balconies, shafts etc.
 - vi. To store any goods of hazardous or combustible nature or which are so heavy so as to affect the construction or structure of the building.
 - vii. To carry motor/bicycle or any heavy duty items through lifts.
 - viii. To throw or accumulate any dirt, garbage, rubbish, rage or other refuse anywhere in the common areas.
 - ix. To do any modification that may disturb the structure or structural layout.
- 36- The Vendor shall have right to cancel the sale deed in following cases:-
- i. If the vendee (he/she/they) involved in any criminal activities.

- ii. If the vendee (he/she/they) use the said premises for any illegal activities.
- iii. If the vendee (he/she/they) have change the front elevation of the flat.
- iv. If the vendee (he/she/they) use the said premises in commercial activities.
- v. If the vendee (he/she/they) covers/blocks/closes the balconies or create any hindrance in the smooth functioning of the tower or club.

37- The Vendee hereby covenants to keep and maintain the said flat appurtenances thereto and belonging thereto always in the good state & condition, so as to support, shelter and protect the other properties and structures in the complex.

38- That the vendee hereby further covenants that the land or portion appurtenant to the said flat shall not be used for any purpose whatsoever except for the purpose assigned by the vendor or its nominated entity.

39- That the vendor covenants with the vendee that (he/she/they) they shall peacefully hold and enjoy the said flat without any interruption by the vendor and the vendee shall have the right to sale or rent the said flat to any person though all the terms and conditions whatsoever covenanted between the vendor & vendee shall remain binding against the subsequent buyer/occupier. The Vendee also hereby covenants with the vendor that before selling or leasing the said flat, he/she/they will obtain prior written permission and NOC from the Vendor and the appointed maintenance Agency after clearing all the dues and administrative charges payable, the Vendee shall provide relevant information about the proposed purchaser to the vendor and the maintenance agency It is also covenanted that subsequent purchaser also will not acquire any additional or more rights than the vendee assigned by the vendor moreover all terms specified or agreed, recorded in Allotment Sale Deed executed by the vendor, maintenance agreement &

herein shall also remain binding and enforceable against subsequent purchaser.

- 40- That the vendee or any person who claim title have absolute right to transfer or assign rights in the said flat after taking written permission and No Objection Certificate from vendor and the appointed maintenance agency for which the vendor shall have right to accept or reject the permission or may offer willingness either to get back or direct the vendee to execute the sale deed either in the favor of vendor or its nominee or any other person what will be deemed fit and just in the circumstances as the case may be which direction shall be binding on the vendee includes his/her/their heirs, legal representative, assignees and contrary to it if any sale deed is executed, it shall remain unenforceable, void and illegal and in that event the vendor shall have right to reject the act of vendee or his/her/their assignees etc.
- 41- The vendee here by covenants that facilities/amenities which includes lifts, staircase, security generator firefighting equipments, lighting, scavenging & sweeping in passages and common areas etc. which have been or are to be provided/installed require regular maintenance at the hands of vendor's nominated maintenance agency and vendee agrees to pay in advance the monthly maintenance charges at the rates specified from time to time by the maintenance Agency to be payable the vendee any delay in payment of advance maintenance charges will entail consequences, which includes withdrawal of all amenities/facilities including even the basic facilities like water and electricity connection and reconnection charges in the said flat and same can be restored only subject to clearance of arrears thereof including interest thereon @ 18% per Annum or at any other rate of interest as may be decided by the Maintenance Agency from time to time as mandatory payable from the due date of payments till the clearance of all arrears by the vendee However, the vendee has given maintenance charges Rs.

...../- to the vendors/maintenance services agency via cheque no..... dated

- 42- The Vendee consents that he/she/they will have to allow sweepers/maintenance staff etc. to enter in the said flat/duct etc. for cleaning /maintenance /repairing of the pipes/leakage/seepage in the said flat or any other flat or common area. The Vendee also consents that he/she/they will make good/ bear all the expenses for repairing any damages in the toilets/bathrooms/any other part of his/her/their flat or any other flat and painting thereof caused due to his/her/their negligence or willful act. The Vendee also consents to bear all expenses incurred due to damages caused to any machinery & equipment if it occurs due to his/her/their negligence or willful act. In case the vendee fail to make the payments as above the arrear of payment shall remain charge on its flat and shall be recoverable by the vendor or its nominated agency as the case may be, in the manner as vendor may deem fit.
- 43- That the Vendor shall have right to increase the built up area when allowed by the competent authority either vertically or horizontally. Proportionate right in the land in such case shall be shared amongst the occupants/owners of the existing flat owners as well as of the flat owners/ occupants of the subsequent floors.
- 44- That the Vendee shall have right to sell/ transfer/assign the flat subject to prior written consent of the Vendor and association as the case may be and subject to payment of transfer charges as may be charged by the Vendor and association from time to time.
- 45- That on formation of the Association of the flat Owners as per statutory requirement, the management of the affairs of the flats regarding their common areas and facilities shall be deemed to be transferred from the vendor to the association and the maintenance agency. It shall thereupon maintain

them, in that eventuality it is the personal and joint liability of all the flat Owners/occupier to settle the accounts & payment thereof to the Vendor or its nominated Maintenance Agency with regards to Maintenance charges or any other dues. On such transfer vendor nominated maintenance agency will absolute have no responsibility for maintenance and other common services and all have absolute right to withdraw its infrastructure from the complex which was being used for providing maintenance services and other common services. Even after such takeover, the Vendor will have exclusive rights on unallotted area, such parking space, office, flats, unsold terraces, facilities and access to terraces through lifts & staircases and further the new maintenance agency shall only be appointed by consulting the vendor and opting the NOC from vendor.

- 46- The Vendee covenants that rights in the uppermost terrace in the complex shall remain with the vendor and the vendee will have no rights in the terrace whatsoever. It is clearly understood and agreed by and between the parties hereto that the vendor shall have absolute and unrestricted right to sell or lease the terrace to anyone. The purchaser /lessee of terrace shall be entitled to make use of the same for all purpose whatsoever. Only after taking any written permission and NOC from vendor and if the Vendee is given any exclusive right to use the terraces by the Vendor, he/she/they will not be eligible to develop any construction on such open terraces.
- 47- The vendee covenants that even after appointment /nomination of the proposed maintenance agency, the vendor will continue to have as before, the right to make additions, raise stories or put up additional structures as may be permitted by the competent authorities and such additional structure and stories shall be the sole property of vendor and will be entitled to avail the provided amenities /facilities & connect the electric, water and drainage sources form the available connections/sources, and shifting of amenities whatsoever installed at the terrace, if any.

at the top of additional floors, but at vendor/s own cost further the terrace and all the un allotted spaces in the complex shall always be the property of the vendor and sale deed with the vendee and other buyers in the said complex shall be subject to the aforesaid rights of the vendor who shall be entitled to use these spaces for all valid purposes including the display of advertisements and sign boards or any other use and the vendor will always have rights of easement to roof. The Vendee hereby gives consent to the same and agrees that her/she shall not be entitled to raise any objection or claim any reduction in price of the said premises agreed to be acquired by him and/or to any compensation or damages or adjustment of the ground of inconvenience or any other ground.

- 48- The vendee shall comply with carry out and abide by all law bye-laws, rules regulations requisitions demand of LDA or municipal authorities, the vendee shall not change or cause to change any structure of the said flat or any portion thereof and also not make or cause to be make additions & alterations in the same or any part thereof in the event of non compliance on this account the Vendee will be exclusively responsible for all non compliance, violations accidents and breaches of laws rules and regulation thereof and in that event the vender shall be entitled to remove the offending structure/nuisance at the cost of the vendee and claim all costs on this account from the vendee which is payable by the vendee without any demure or objection and have right of the apartment to recover the fees.
- 49- That the Vendor and/or the maintenance agency deployed by the Vendor/Association and their employees at all reasonable time with prior intimation to Vendee shall have a right to enter the unit/ flat/ apartment in order to inspect, carryout necessary repair work as may be required from time to time. In case of any emergency such right to entry is always reserved & can be exercised without any notice.

- 50- That the club / commercial complex, open & covered parking being part of approved layout of, the group housing complex where the said flat is situated, are the independent area within the meaning of U.P. Apartment (Promotion of Construction, Ownership & Maintenance Act), 2010, and is not included as common areas for joint use of apartment owners & shall remain property of the Vendor or their nominee which shall not be handed over to the Association to be formed by and amongst the Vendee(s).
- 51- That the ownership of the Club shall be run by the Vendor company or its nominee & the company at its' sole discretion shall have a right to transfer the Club & commercial complex & to prospective Purchaser on terms & conditions as it may deem fit & proper. The vendee shall however, on payment of prescribed membership fee, shall become the member of the club and on commencement of activities of Club be allowed to use & enjoy the services on payment of prescribed charges, facility charges, user charges and other misc. club charges& observing the rules and regulation formed in this regard. Vendor shall have right to induct new members in the club even if he/she / it is not a resident of the
- 52- That it shall be incumbent on the Vendee pay the maintenance charges and it shall be incumbent on the Vendee to become the member of the club and pay the Membership Fees as well as monthly subscription charges as may be determined by the Vendor / nominated person(s)/ Agency for smooth and proper running of facilities irrespective of the fact whether (i) Vendee(s) is using the facilities or not (ii) Possession of the said flat has been taken over or not. Further, Vendee is bound with the rules and regulations as decided by the club management from time to time for its members. Payment for Club Membership fee and subscription will only entitle Vendee for the entry to

the Club and shall not create any legal rights on the same which will remain vested with the Vendor/ Nominated person(s)/agency only. The Banquet hall, Restaurant, the Spa are not part of Club.

- 53- The Vendee shall be bound to have facilities/services provided/ to be provided in the complex by the Seller and would be bound to pay proportionate installments and maintenance charge thereafter.
- 54- That the convenient shops, Stores, hall, ATM space, Kiosk, Banquet hall, Restaurant the Spa, Rooms etc, Built in any part of the Said Property/ whole project are in the nature of the saleable units and therefore shall be the exclusive property of the Vendor and it shall be free to deal with it.
- 55- That in case of any damage caused by vendee to the property belonging to the vendor or any other third person the vendee shall be solely responsible for the damages caused and shall be liable to pay compensation for the same and action as per Para 29 of this deed.
- 56- That the Vendee hereby declare and confirm to the vendor that if the vendee is a foreign National/ non resident Indian/POI then the consideration paid/payable by him/her/them is out of money brought to be brought in to India in accordance with the provisions of Foreign Exchange Management Act (FEMA) allied rules and regulations of Reserve Bank Of India. On the basis of this declaration and confirmation, the vendor had accepted/will accept the consideration from the vendee and vendee will keep the vendor harmless and indemnified in respect of this matter from all the losses, expenses and liabilities in the present and in future.
- 57- That the Vendor 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 Vendor may

have, the Vendor 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 Vendor may have under law or in equity or pursuant hereto.

- 58- That the courts at Lucknow alone shall have exclusive jurisdiction in all matters arising out from this deed.
- 59- That 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 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"), The Vendor shall appoint the Sole Arbitrator and 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.
- 60- The registration charges such as stamp duty, corporation tax registration fee and legal fees & execution charges etc. for registration of this sale deed with the registration authority have been borne and paid by the "Vendee" and if at any time subsequently, some deficiency therein is assessed/determined by the competent authority same would also be borne by the vendee or its assignee.

61- That the flat is situated atLucknow circle rate as fixed by D.M. Lucknow is Rs./- per sq.mtr. (premium class) for the flat measuring Sq.mtr. comes to Rs. and proportionate land is sq.mtr values @ Rs. comes to Rs. thus total value comes to Rs.

62- As the sale Value is Rs.
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63- The vendor and the vendee do hereby affirm and declare that they have gone through all the clauses of the present document and have understood the same before its execution and shall not have any claim of disagreement or dispute regarding the terms and conditions of this deed.

Details of Sale Consideration

Rs. paid by purchaser to Vendor from Banking System.
Note - The said flat which is written in this sale deed is also shown in the map attached.

In witness whereof the vendor and the vendee have signed and executed their presence on the date mentioned above.

WITNESSES :-

1- Name Vendor

S/o

R/o

2- Name Vendee

S/o

R/o

Typed by :-

(.....)

Drafted by :-

(.....)

Advocate

.....