

Certificate No. _____ : _____
Certificate Issued Date _____ : _____

BRIEF PARTICULAR OF SALE DEED

- 1- Nature of Property : Commercial
2- Ward/ Pargana :
3- Mohalla/ Village :
4- Detail of property :

5- Measuring of property : Super area ____sq.ft.
(____sq. mtrs.)
6- Measuring of property Covered area ____ sq. ft.
(____ sq. mtrs.)
7- Status of Road : ____ft'wide
8- Government Circle rate : Rs. ____/- sq. mtrs.
9- Government Cost of Space : Rs. ____/-
10- Sale consideration : Rs. ____/-
11- Stamp Duty: Rs. ____/-

BOUNDARIES OF PLOT :-

EAST :

WEST :

NORTH :

SOUTH :

PARTICULAR OF VENDOR :-

PARTICULAR OF VENDEE :-

..... (PAN:, Mob No.) S/o Sh.
..... R/o

SALE DEED FOR : Rs. ____/-

STAMP DUTY PAID Rs. ____/-

DETAILS OF PROPERTY :-

Commercial Office ____, having Super area ____ sq.ft. approx. at ____Floor
in "**Migsun Janpath**" on Plot No-T-5, Situated at IBB-1, Sushant golf City,
Lucknow (U.P.)

THIS DEED OF SALE IS MADE AT Lucknow (U.P) on this day
of ____between M/s. SJP Hotels and Resorts Pvt. Ltd. through its

Authorized Signatory **Sh.** _____ **S/o** _____ **R/o** _____ Who has been authorized by the company to sell the Flat and execute sale deed vide its resolution passed in the meeting of its Board of Directors held onand said resolution is valid on the date of signing of this sale deed hereinafter called the **VENDOR** (which expression unless repugnant to the extent/context , their successors & assigns) of the one part

AND

..... (PAN:, Mob No.) S/o Sh. R/o hereinafter called the **VENDEE** (which expression shall include repugnant to the context their heirs, successors & assigns) of the Second Part.

Whereas after getting approval from L.D.A. vide letter No-__ on date _____ the said company have constructed commercial building on said Plot under the name & style known as "Migsun Janpath" at the afore said address.

And whereas as per the Layout Plan it is envisaged that the dwelling Units on all floors shall be sold as an independent Dwelling unit with impartible and undivided share in the land area underneath the plot as well as the passage stairs and corridors, over head and under-ground water tanks and other common facilities, if any, for the Dwelling Units (s) to be used and maintained jointly by all the Vendee (s) in the manner hereinafter mentioned and further, no construction shall be permitted on the Terrace to the Vendee (s) .However, the Company shall have the right to explore the terrace in case of any change in the FAR, carry out construction of further apartment in the eventuality of such change in the FAR.

And Whereas the said company is sole and absolute owner in possession of freehold Plot No- T-5, Situated at IBB-1, Sushant golf City, Lucknow (U.P.) (hereinafter said the "said Plot") bounded as under:-

EAST :

WEST :

NORTH :

SOUTH :

DESCRIPTION OF THE PROPERTY/ COMMERCIAL SPACE SHOWN :-

Description of Commercial Space sold to vendee falls under the registration Teh. & Distt. Lucknow (U.P.) of above cited property one Commercial Office _____, having Super area _____ sq. ft. approx. at _____ Floor in " **Migsun**

Janpath” on Plot No-1, Situated at T-5, IBB-1, Sushant golf City, Lucknow (U.P.)

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:-

1. That and in consideration of the said of Rs. _____/- (Rupees _____ Only) has already been paid by Vendee and received by Vendor/Builder in advance. On or before execution of this indenture, the said Vendor/Builder do hereby transfer by way of sale Commercial Office No. ___ located at *T-5, Situated at IBB-1, Sushant golf City, Lucknow (U.P.)* and all the ownership rights therein which Vendor/ Builder has or may hereafter have over the Commercial space, and to have to bid the same to the vendee forever on the terms contained herein.
2. That Vendor/ Builder has already handed over the physical possession of above said agreed to be transferred herein to Vendee.
- 3- That the Vendor/ Builder hereby declares and assures vendee that they are rightful owner of said Commercial Space with full right to deal with same. The said Vendor/ Builder further declares and assures Vendee that said Commercial Space under sale is free from all sorts of encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes and defect in the title. And if is proved otherwise or on account of any such default of the Vendor/ Builder Vendee suffers any loss and whole or any part of property hereby conveyed is taken away from the possession of the vendee, then the Vendor/Builder shall be liable to make good the loss thus suffered by the vendee entitling the vendee to recover the same from the assets of the Vendor/Builder whether from the moveable or immovable whatsoever and further the Vendor/ Builder undertakes to keep the vendee harmless, saved and indemnified in all respects against all costs, damages and expenses caused thereby.
- 4- The Vendee shall not raise any objection, claim any reduction in price of Commercial Space agreed to be acquired or claim, any compensation on the ground of inconvenience due to cause aforementioned or any other cause whatsoever.
- 5- The contents of each Commercial Space along with the connected structural part of the building shall be insured by the Vendee at his own cost against the fire, earthquake etc. The vendee/ builder after handing over the possession of a particular Commercial space shall in no way be responsible for safety, stability etc. of the structure, All charges toward insurance will be paid by the Vendee either by him individually or through society collectively of so formed for the maintenance of building.

- 6- The rate for the covered area, which includes the area of the passage, columns, comprising the Commercial Space/s, staircase and half the area under common walls between two Commercial Space, balconies and verandas, open space whereas provided will be charges extra.
- 7- The price does not include the cost of individual service connection charges and the cost of fans and lights fixtures, parking etc it is clarified that Commercial space(s)/ Commercial space vendee(s) will also have to share the cost and installation expenses of all vertical cables, switches etc. which would be installed for supplying electricity to the Commercial Space and also the proportionate value of the space unutilized for such installations. The proportionate amount as such shall be paid by the Commercial space Vendee(s) as when demanded by the Vendor/ builders. In the event, common toilet facilities in the Commercial space the Vendee(s) will be liable to pay for the values charges of such facilities in the proportion, the area of their Commercial space has to overall space of Commercial space. It will be calculated at the same rate as that of the sale of the Commercial space.
- 8- Common Maintenance charges all the rate per sq. ft. as prescribed by the building maintenance society or any other body constitute for this purpose of the built up area will have to be paid by the vendee. bill for this be raised by the Company/Vendor/ Builders or their nominee as the case may be. These Charges would be paid every three months in advance. Further maintenance charges of the Commercial space area shall be paid by the Vendee(s) towards sinking fund to be established for replacement of capital goods like umpping sets, water mains, electric cable etc. etc. These charges have been fixed, keeping in view the present prices of commodities and services levies i.e. taxes water and electricity rates. The Vendee agrees to this acceleration and further specifically agree that the Vendor/ Builder may suitably increase the aforesaid rate of maintenance charges services charges in the event of any increase in the above mentioned factors of cost particularly official levies and charges e.g. increase in electric tariff water charges etc. Bill for same may be raised from time to time. at the time of taking possession of Commercial space the vendee(s) will also deposit security to be decided by the Vendor/ Builders corporate body of the Vendee(s) or to the Commercial space association in respect of these.
- 9- That the Vendee(s) will pay his/their share of property, taxes fire tam, education tax, scavenging tax, water charges or any other taxes/charges in advance every year, which may be levied in the property for the period of construction as well as thereafter as also owner(s), Vendee(s) or occupier(s) there of immediately on demand to the company or their nominee regularly on demand for property taxes will normally be expected to be sent direct to the vendee(s) by Lucknow Municipal Corporation and/ or any other authority specified by the Government, If

the property taxes are to paid jointly, the amount payable will be apportioned to each Vendee(s) by the Vendor/ Builder will be required to pay the same immediately including some charges. If for any reasons dues are not paid regularly the allotment of the Commercial space will be cancelled and the entire amount paid shall be forfeited and in this case, the vendee will be hand over the peaceful vacant possession of the Commercial space immediately. The Vendor/Builder will not responsible for any consequences arising there from and the Vendor/ Builders will be entitled to take any other suitable action including disconnection of the services i.e. lift services, water supply and electricity etc. in addition to this recovery of such dues plus surcharge beside any losses or damages which may become payable to Vendor/Builders or to vendee(s) due to such non-payments shall be unprejudiced entitlement of the Vendor/ Builders. The Vendor/Builder(s) or their authorized representatives, firm or agencies as may be nominated or set up by the Vendor/ Builder will continue to manages the properties and recover all dues as payable by Vendor/ Builder(s) irrespective of the fact whether all Commercial space is/are transferred to any Co-operative society of body corporate or individuals singly or in association with other vendee(s).

- 10- Right of the Vendee(s) shall be limited to be the use ownership of the Commercial space specifically sold to him/them under such transfer/ conveyance deed. Registration and other charges whatsoever applicable shall be paid by the Vendee(s).
- 11- The Vendor/Builder reserve the right to further construct stories or any structure building or construction, upon the Commercial space/building. The Vendee(s) shall have no right upon the terrace and would not question the same.
- 12- The Vendee(s) will not will make any additions/ alteration in the Commercial space or building without written permission from the Vendor/ Builders and the Concerned authority. Initially the electricity shall be connected with the Main mate of the Vendee/ Builders. Separate Electric Meter in the Vendee's name would be installed for UPSEB and all installation expenses born by Vendee(s) after its installation, the charges, whatever would be paid by the Vendee(s) similarly water charges are also to be paid proportionately by Vendee(s) at the rate decided by the Vendor/ Builder.
- 13- That the Vendee(s) shall abide by all law, by law, rules and regulation of G.D.A. local bodies or of proposed corporate of the Vendee(s), (as and when formed and till then as prescribed by the Vendor/ Builders and shall be responsible for all deviations, violations or breach of any the conditions or laws/ by-law) or rules and regulation.

- 14- The Vendee(s) shall abide by the terms and condition of the use of the said Commercial Space as per land use in the Master Plane/ or per rules & regulations imposed by the authority.
- 15- The Structure of the building will insured against Fire, earthquake by the Vendor/ Builders on behalf of the Vendee(s) but consent of Commercial Space shall be insured by the Vendee(s) but consent of Commercial Space shall be insured by the Vendee(s) at his own cost.
- 16- The Vendee shall not do or permit to be done any act or thing which may render void or voidable insurance of any office/ showroom/ store in any part of the said building or cause increase.
- 17- The Vendee shall not store in the said commercial space any goods of hazardous or combustible nature or which are so heavy as affect the construction or the structure of the said building or any part thereof.
- 18- The vendee hereby agreed not to do suffer anything to be done in or about the said Commercial Space which may tend to cause damage to any flooring or ceiling or any Commercial Space over/ below or adjacent to his Commercial Space or any manner interfere with the use thereof or any open space passage or amenities available for common use.
- 19- The Vendee(s) shall not open meat Commercial Space. He will not allowed to cutting flush frying meat or toasting the meat, hanging of flush. He will allowed strictly only to sell the non-vegetarian items in paced shape, If the Vendee will violet the above conation the allotment will be cancelled.
- 20- The Vendee(s) shall not allowed to laying vacant/not in use the Commercial Space more then three months after taking the possession. If Commercial Space laying Vacant/ not in use, allotment of the Commercial Space will be cancelled and the Vendor/Builder will refund the money received against the Commercial Space to the Vendee.
- 21- (a) The vendee. Builder shall not at any time demolish the Commercial Spacer any part thereof agreed to taken by him nor will be at any time make or cause to be made any additions or alterations of whatever nature to the aid Commercial Space or any part thereof.
(b) The vendee and corporate body of the Commercial Space owners shall not permit :-
(i) The closing of verandahs of lounges or parking or balconies or common passages or common corridors even if a particular floor/ floors are occupied by the same concern.

- (ii) Make any alterations in any elevations and outside colors scheme of the exposed walls of the verandah lounge or any external walls or both the faces of external doors & windows of the Commercial Space to be acquired by him which is opinion of the Vendor/ builder, differ of the scheme of the building.
 - (c) In case the Commercial space is not used and occupier by the vendee himself he shall ensure that all obligations liabilities and responsibilities developing upon him under this deed shall be made by him legally binding on the occupier of his Commercial Space the aforesaid maintenance charges shall be paid to vendor/builder directly by the said occupier.
- 22- The vendee shall permit the vendor/ builder as the case may be and it surveyors and agents with or without workmen and other at all reasonable time it enter into and open Commercial Space or any part thereof the purpose of making repairing maintaining, re-building, cleaning, lighting and keeping in order the condition and all services, drains, pipes, cables, water covers, gutter, wires part structure or other conveniences belonging to or serving or used for the said building and also for the purpose of lying maintaining repairing, testing drains, wall pipes, electric, wires and for similar purpose and also for the said building and also for purpose of cutting off the supply of water to the Commercial Space or any other Commercial Space of the building in respect whereof the Vendee of the occupiers such other Commercial Space as the case may be shall have made default in paying his share of water charges.
- 23- The Vendor/ Builder shall complete the building and hand over possession of the Commercial Space to the vendee at the earliest possible date, subject to payment received by the all Vendee in time, availability of cement, steel or other building materials, supply and installation of lifts, electric sub-station, electors and/ or power, water and sewer connections, insurance of occupation/ completion certificates by competent local authority and subject also to 'Force Majeure' including ace of god. such as earthquake floods or any other natural calamity, and/ or civil commotion war, restriction by Government/ Lucknow Development Authority/ Lucknow Municipal Corporation or other cause whatsoever beyond the control of the Vendor/ Builder. No Claim by the way of penalty or compensation shall made by the vendee or be payable by the Vendee/ Builder, in case of delay of in handing over possession on account of aforesaid reason or any other reason beyond the control of the Vendee/ Builder. In case the building does not get complete or Commercial Space to be acquired by the vendee is not constructed, amount received by the vendor/ Builder shall be refunded to the Vendee with simple interest @ 9% (NINE PERCENT)

PERANNUM No. other claim shall be made by the vendee or entertained by the vendor/ Builder.

- 24- Upon possession of the said Commercial Space being given to the vendee, he shall have no claim against the Vendor/ Builder as any item of work quality work material, installations etc. in the said Commercial Space or any other ground whatsoever and the claim, if any shall be deemed to have been waived. All such complains, defects, if any are to be got removed by the Vendee from the Vendor/ Builder taking possession.
- 25- The Vendor/ Builder will continue to have as may before the right to make addition, raise stories or put additional structure as Amy be permitted by Lucknow Development Authority and other competent authorities and such additional structure and stories shall be the sole property of the Vendor/ Builder who will be entitle to dispose it of in any way he chooses without any interference on the part of Vendee by himself or with one or more of the rest of the vendees and the Veneer hereby contents to the same. The Vendor/ Builder shall be entitled to connect the electric, water, sanitary and drainage fitting on the additional structure/ stories with exiting electric, water and drainage sources, button his (the Vendor/Builders) own cost. Further basement (except portions sold) and the terrace of the building including the parapet walls, shall away be the property of the Vendor/ Builder and the deed with vendee and all other Vendees in the said building shall be subject to he aforesaid rights of the Vendor/ Builder who shall be entitled to use the said terrace including the parapet walls for all purpose including the display of advertisement and sign-boards or any other use and the Vendor/ Builder will always have right to casement to roof, parapet walls and to the basement etc. The Vendee hereby gives consent to the same and agrees that he shall not entitled to raise any objection or claim any reduction in the price of the Commercial space agreed to be acquired by him and/ or to any compensation or damages on the ground inconvenience or any other ground whatsoever.
- 26- In case of any dispute touching the Commercial space, the Vendor/ Builder shall have the right to appoint an arbitrator to settle the dispute. The decision by the arbitrator so appointed shall be binding upon both the parties i.e.
- 27- Save and except in respect of particulars Commercial space here by agreed to be acquired by him, the vendee shall have no claim, right, title or interest or interest of any nature or kind, except right of ingress & egress, or in respect of all or any of the common areas such as lobbies, staircase, lifts, corridors, terrace and roofs etc. Which shall remain the property of the vendor/ Builder until the same are assigned and/ or transferee to the proposed company or the corporate as mentioned.

Vendor/ Builder and Vendee. In any case, only a complete court of law in Lucknow shall have exclusive jurisdiction to settle any dispute subject to aforesaid arbitrator provision.

In witness whereof the Vendor and the Vendee have signed and executed their presence on the date mentioned above.

VENDOR

VENDEE

WITNESSES:-

1.

2.