

SALE DEED

Date of Execution	:	
Name of Project	:	ROHIT GALAXY
Registration number of the Project under RERA	:	
Flat No	:	
Floor	:	
Building Name	:	
Super built up area	:	
Carpet Area		
Circle Rate	:	
Valuation at Circle Rate	:	
Consideration Value	:	
Stamp Duty	:	
E-Stamp		
Vendor's/Developer's Details	:	M/s. Narena Infra Pvt. Ltd. – A Company duly incorporated under the provisions of the Indian Companies Act, 1956 having its office at _____ through its authorised signatory Mr. _____ duly authorised vide resolution

		<p>passed by the Board of Directors in their meeting held on _____</p> <p>PAN-_____</p> <p>CIN -----</p>
CONFIRMING PARTY		<p>M/s. Think Buildwell Pvt. Ltd.</p> <p>– A Company duly incorporated under the provisions of the Indian Companies Act, 1956 having its office at _____ through its authorised signatory Mr. _____ duly authorised vide resolution passed by the Board of Directors in their meeting held on _____</p> <p>PAN-_____</p> <p>CIN -----</p>
VENDEE's	:	<p>_____</p> <p>_____</p> <p>_____</p> <p>PAN_____</p>

This Deed of Sale executed on ___ day of ___ at Lucknow in between

M/s. Narena Infra PVT. LTD – A Company duly incorporated under the provisions of the Indian Companies Act, 1956 having its office at _____ through its authorised signatory Mr. _____ duly authorised vide resolution passed by the Board of Directors in their meeting held on _____ hereinafter referred to as the **VENDOR/DEVELOPER** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and includes successor-in-office and/or assigns) and **M/s. Think Buildwell PVT. LTD** – A Company duly incorporated under the provisions of the Indian Companies Act,

1956 having its office at _____ through its authorised signatory Mr. _____ duly authorised vide resolution passed by the Board of Directors in their meeting held on _____ hereinafter referred to as the confirming party (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and includes successor-in-office and/or assigns) of the ONE PART

AND

Mr. / Mrs./ Miss----- son/wife/daughter of ----- resident of -----

hereinafter referred to as the VENDEE/S (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include heirs successors executors administrator and/or assigns) of the OTHER PART:

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- (i) SAID PREMISES shall mean the land more or less more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and wherever the context so permits or intends shall include the Building thereon.
- (ii) BUILDING shall mean the buildings being constructed and/or to be constructed by the VENDOR at the said premises
- (iii) CO-OWNERS according to the context shall mean all the buyers/owners who for the time being have either completed the purchase of any unit in the Building or have agreed to purchase any unit in the Building and have taken possession of such Unit and for all the unsold Units and/or the Units, possession whereof not having been parted with by the VENDOR, shall mean the VENDOR.
- (iv) COMMON AREA AND INSTALLATION shall mean those of the common area installation and facilities mentioned and specified in PART-I of the **THIRD SCHEDULE** hereunder written and expressed by the VENDOR for

common use and enjoyment of the Co-Owners on and subject to the terms and conditions of this sale deed but shall not include all those open and covered spaces in the ground floor and basement of the said Building and at the ground level at the said premises, which are reserved by the VENDOR and the same shall exclusively belong to the VENDOR and the VENDOR may use for themselves or express or permit to be used by others for the purpose of parking cars and/or other purpose and the VENDOR shall have the absolute right to deal with such spaces to which the VENDEE hereby consents.

- (v) HOUSING COMPLEX shall mean the premises with the Building thereat and the Common Areas and Installation jointly and/or severally.
- (vi) COMMON EXPENSES shall mean and include all expenses for the maintenance, management, upkeep and administration of the Housing Complex and in particular the Common Areas and Installations and rendition of common services in common to the Co-Owners and all other expenses for the common purposes including these mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the Co-Owners.
- (vii) COMMON PURPOSES shall mean and include the purposes of managing, maintaining and upkeeping the premises and in particular the common areas and installations, rendition of common services in common to the co-owners, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common area and installation in common.
- (viii) UNITS shall mean the independent and self –contained flats in the Building at the said premises for being exclusively held or occupied by a person for residential purposes.
- (ix) CAR PARKING SPACES shall mean spaces in or portion of the basement and stilt area of the said Building at the said premises as may from time be

expressed or intended by the VENDOR, at their sole discretion, for parking of motor cars/two wheelers.

- (x) PROPORTIONATE or PROPORTIONATELY or PROPORTIONATE SHARE according to the context shall mean.
- (a) Where it refers to the share of the VENDEE in the land comprised in the said premises, common areas and installations, the proportion in which the super built-up area of the said unit may be as to the total super built-up area of all the Units in the Building.
- (b) Where it refers to this share to the VENDEE in the common expenses, it shall be determined by dividing the total expenses by the total number of units and then multiplying by the number of units purchased/intended to be purchased by the VENDEE PROVIDED NEVERTHELESS THAT where it refers to the share in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis such rate and/or taxes are being respectively levied. (i.e. in case the basis of any levy be on area rental income consideration or user then the share shall also be determined on the basis of area rental income consideration or user of their respective units by the VENDEE and the other Co-Owners respectively)
- (xi) SAID UNIT shall mean the **Flat No. -----** on the ----- floor more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written TOGETHER WITH proportionate undivided share in the common area and installations attributable to such Flat and wherever the context so permits shall include the right of parking one or more motor car in or portion of the car parking space, if so specifically and as expressly mentioned and described in the **SECOND SCHEDULE** and wherever the context so intends or permits shall also include the said share in the said premises.
- (xii) SAID SHARE IN THE SAID PREMISES shall mean proportionate undivided indivisible impartible share in the land comprised in the said

premises attributable to the said **Flat No.** _____ comprised in the said Unit.

- (xiii) ASSOCIATION shall mean any Company registered under the provisions of the Companies Act, 1956, Association, Syndicate. Committee or Registered Society that may be formed of and by the Co-Owners for the Common Purposes having such rules regulations and restriction as be deemed proper and necessary by the Co-Owners but not inconsistent with the provisions and covenants herein contained.
- (xiv) MAINTENANCE IN-CHARGE shall, upon formation of the association and its taking charge of the acts relating to the common purposes, mean the Association and till such time the Association is formed and takes charge of the acts the VENDOR, or its nominee in terms of clauses detailed hereinafter.
- (xv) BUILDING PERMIT shall mean the plan for construction of the Buildings sanctioned by the competent authority i.e. Lucknow Development Authority for permit / map No. _____, vide Memo dated _____ and shall include all modifications thereof and/or alterations thereto, as may be made from time to time by the VENDOR.
- (xvi) Words importing singular number shall include the plural number and vice versa.
- (xvii) Words importing masculine gender shall include the feminine gender and neuter gender; similarly words importing feminine gender shall include masculine gender and neuter gender; likewise neuter gender shall include masculine gender and feminine gender.

WHEREAS

The Plot No. GH-1/27 admeasuring 4484.00 sq. mts. situated at Sector-1. Vardan Khand, Gomti Nagar Vistar Yojna, Lucknow, Ward Rafi Ahmad Kidwai Nagar was jointly purchased by (1) Shri Vikram Punvani son of Late Major G.I. Punvani (2) Tehmina Punvani wife of late Vikram Punvani (3) Smt. Zinat Imam daughter of Late Nawab Sayed Ejaz

Rasool from the Lucknow Development Authority, Lucknow vide a sale deed which is duly registered and recorded in the office of the Sub Registrar of Assurances – II, Lucknow in Bahi No.1, Jild No - 15565 at pages 233 - 258 at serial no. No. 11511 on 14-07-2014

WHEREAS

One of the co-owners i.e. Sri Vikram Punvani left for his heavenly abode on and was survived by his wife Smt. Tehmeena Punvani and his daughters namely (1) Ayesha Punvani (2) Ameira Punvani as his sole legal heirs and successors and by virtue of inheritance each of the aforesaid legal heir and successor succeeded to the undivided equal 1/3rd. share in the undivided equal share in the demised property of late Vikram Punvani.

WHEREAS

That vide judgement and order dated 22-12-2019 passed by the Court of the Civil Judge, Junior Division, South, Lucknow in Misc. Case No. 98/2019 – Ameira Punvani vs. Estate of Vikram Punvani the aforesaid individuals namely Smt. Tehmina Punvani, Ameira Punvani and Ayesha Punvani were declared as the legal successors of the deceased i.e. Vikram Punvani.

WHEREAS

That the Plot No. GH-1/27 admeasuring 4484.00 sq. mts. situated at Sector-1. Vardan Khand, Gomti Nagar Vistar Yojna, Lucknow, Ward Rafi Ahmad Kidwai Nagar one such Plot no. 1/08, Group Housing Site, Sector -1, Gomtinagar Extension, Lucknow, was sold and transferred by Tehmina Punvani for self and as lawful attorney of Zinat Imam (2) Ayesha Punvani and (3) Ameira Punvani in favour of the confirming party i.e. Think Buildwell Pvt. Ltd. The said sale deed is duly registered with the concerned Sub-Registrar of Assurances Lucknow, and is recorded in the office of the same in Bahi No.1, Jild No - 26094 at pages – 001-026 at serial no. No. 9457 on 25-05-2022.

WHEREAS

That a Builder's Agreement was executed in between Narena Infra Pvt. Ltd. i.e. the Vendor and Think Buildwell Pvt. i.e. the confirming party. The said agreement is duly registered with the concerned Sub-Registrar of Assurances Lucknow - II, and is recorded in the office of the same in Bahi No.1, Jild No – 26599 at pages - 205-280 at serial no. No. 20208 on 10-11-2022.

WHEREAS

The Vendor along with the confirming party is developing a Residential Group Housing Complex namely ROHIT GALAXY being/constructed over Plot No. GH-1/27 admeasuring 4484.00 sq. mts. situated at Sector-1. Vardan Khand, Gomti Nagar Vistar Yojna, Lucknow, Ward Rafi Ahmad Kidwai Nagar one such Plot no. 1/08, Group Housing Site, Sector -1, Gomtinagar Extension, Lucknow. (hereinafter defined as the "Project"). The Project is being developed and constructed by the Vendor/Developer and the plan for construction has been duly sanctioned by the office of the Lucknow Development Authority, Lucknow vide permit number and sanction order dated

WHEREAS

The confirming party is joining the present sale deed in order to perfect the passing and transfer of the title and other rights in favour of the Vendee.

AND WHEREAS

The VENDEE being desirous of owning ALL THAT the said Unit more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written approached the VENDOR to sell and transfer the same to the VENDEE and the VENDOR has agreed to sell the said Unit and the VENDEE has agreed to purchase the same at or for the consideration of Rs _____/- (Rupees _____) (Total Consideration including Taxes) which was agreed upon in month-year _____ vide agreement to sale executed by the VENDOR and the Confirming Party in favour of the VENDEE which is duly registered with the concerned Sub-Registrar of Assurances Lucknow, and is recorded in the office of the same in Book No. I, Vol. No. _____, at pages _____ at serial no _____ on _____.

NOW THIS INDENTURE WITNESSETH

1. That in pursuance of the said agreement and in consideration of the sum of Rs _____/- (Rupees _____) (Total Consideration Including Taxes) only by the VENDEE to the VENDOR paid upon or before the execution hereof (the receipt whereof the VENDOR do hereby as also by the receipt and memo of consideration hereunder written admits and acknowledges and from the payment of the same and every part thereof hereby forever release discharge and acquit the VENDEE and the said Unit) the VENDOR do hereby grants, sells, conveys, transfers, assigns and assures ALL THAT the said Unit being the Flat No. _____ on the ___ floor of the Building more fully mentioned and described in the **SECOND SCHEDULE** hereunder written TOGETHER WITH the proportionate, undivided, impartible, indivisible and variable share in the land comprised in the said premises fully described in the FIRST SCHEDULE hereunder written attributable and appurtenant to the said Unit AND TOGETHER WITH right to use and enjoy the Common Areas and Installations in Common with other Co-Owners also AND reversion or reversions, remainder or remainders and the rents issue and profits of and in connection with the said Unit AND all the estates, rights, titles, interests, claims and demands of any nature whatsoever of the VENDOR into or upon the said Unit TOGETHER WITH easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit belonging to the VENDEE as Set out in the **FIFTH SCHEDULE** hereunder written but excepting and reserving unto the VENDOR and other persons deriving title under the VENDOR such easements quasi-easements and other stipulations and right as set out in the **SIXTH SCHEDULE** hereunder written and also excepting and reserving the properties and rights as more fully stated hereunder TO HAVE AND TO HOLD the said Unit unto and to the use of the VENDEE absolutely and forever BUT SUBJECT NEVERTHELESS TO the VENDEE's covenants and agreements hereunder contained and on the part of the VENDEE to be observed, fulfilled and performed (including the restrictions, conditions, covenants and obligations set forth in the **SEVENTH SCHEDULE** hereunder written

AND SUBJECT To the VENDEE paying and discharging municipal and all other rates, taxes, impositions and all others outgoings on and in respect of the said Unit wholly and the Common Expenses and all municipal and other rates, taxes and impositions and other outgoings on and in respect of the said premises and in particular the Common Areas and installations proportionately.

2. THE VENDORS DO HEREBY COVENANT WITH THE VENDEE as follows:-
 - 2.1 The interests which the VENDORS do hereby profess to transfer subsists and that the VENDOR has good right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the VENDEE the said Unit in the manner aforesaid.
 - 2.2 It shall be lawful for the VENDEE, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the VENDORS or any of them or any person or persons claiming through under or in trust for the VENDORS or any of them AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever save only those as are expressly mentioned herein
3. THE VENDEE DOTH HEREBY COVENANT WITH THE VENDORS as follows:
 - 3.1 The VENDEE, so as to bind himself to the VENDORS and the other Co-Owners and so that this covenant shall be for the benefit of the Building and the other units therein and every part thereof hereby covenants with the VENDORS and with all the other Co-Owners that the VENDEE and all other persons deriving title under him will at all times hereafter observe the restrictions set forth in the SEVENTH SCHEDULE hereto.
 - 3.2 Before the execution of these presents, the VENDEE has examined and fully satisfied himself as to the following;
 - (i) That the Vendee has been made available with the photo copy/ies of all the necessary documents pertaining to the said premises and

the said flat, the receipt of which has been acknowledged by the Vendee.

- (ii) That the VENDEE has examined and got himself fully satisfied about the title of the VENDOR to the said Unit and the said share in the said premises and accepted the same. The VENDEE has also accepted such title to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith.
- (iii) That the VENDEE has also inspected the Building Permit sanctioned by the competent authority in respect of the Building and the said Unit and also satisfied himself about the purpose, nature of use and area of the said Unit and agrees and covenants not to raise any objection or dispute with regard thereto. The VENDEE doth hereby consents and confirms that the VENDOR shall be at liberty to have the Building Permit modified and/or altered and/or to obtain any other permission or regularization for construction reconstruction addition and/or alteration to the Building or the said premises or any part thereto (save and except the said Unit) and/or for any change of user of any Unit (other than the said Unit)
- (iv) That the VENDEE has examined the workmanship and quality of construction of the said Unit and the Building and the Common Areas and Installations and the fittings and fixtures provided therein and has fully satisfied himself with regard thereto and confirms that the same are to his full satisfaction and shall not raise any question or objection or make any claim or demand whatsoever against the VENDORS with regards thereto in respect of the said Unit or the said Building or the Common Area and Installations nor on account of any constructional defect in the said Unit or the Building or the Common Area and Installations or otherwise.
- (v) That the VENDEE has also examined and satisfied himself about all the permissions and licenses issued by the concerned authorities, at the said premises and also acquainted himself and accepted and agreed to comply with the norms, conditions, rules and regulations

with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, fire-fighting etc.

3.3 The VENDEE binds himself to pay regularly and punctually the following amounts and outgoings:

- (a) Municipal rates and taxes and water tax, if any assessed on or in respect of the said Unit directly to Nagar Nigam Lucknow provided that as long as the said Unit is not assessed separately for the purpose of such rates and taxes, the VENDEE shall pay to the VENDORS/Maintenance-In-Charge the proportionate share of all such rates and taxes assessed on the said premises/Housing complex;
- (b) All other rates, taxes, impositions, levies, cess and outgoings (including GST, works contract tax, etc. if payable) whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building or the said premises and whether demanded from or payable by the VENDEE or the VENDOR, and the same shall be paid by the VENDEE wholly in case the same relates to the said Unit and proportionately in case the same relates to the Building or the said premises.
- (c) Electricity charges for electricity consumed in or relating to the said Unit and the same shall be paid to the Uttar Pradesh Power Corporation Ltd. / any other competent authority based on the reading shown in the meters.
- (d) Charges for using, enjoying and/or availing any other utility or facility, if exclusively in or for the said unit, wholly and, if in common with the other Co-Owners, proportionately to the maintenance-in-charge or the appropriate authorities as the case may be.
- (e) Proportionate share of all Common Expenses (Including those mentioned in **FOURTH SCHEDULE** hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the VENDEE shall pay to the Maintenance In-charge, maintenance charges calculated minimum @

_____ per Square feet per unit per month.

The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the maintenance in-charge at its sole and absolute discretion after taking into consideration the common services provided. It is further clarified that the said monthly maintenance charges do not include any payment or contribution towards any major repairs or any replacement, reinstatement etc. of any common area equipment or installation and the VENDEE undertakes and binds himself to pay proportionate share thereof as be demanded by the Maintenance In-charge from time to time.

- (f) All penalties, surcharges, interests, costs, charges and expenses arising out of any delay default or negligence on the part of the VENDEE in payment of all or any of the aforesaid rates, taxes, impositions, and/or outgoings wholly or proportionately as the case may be.
- (g) The liability of the VENDEE for payment of all or any of the amounts specified in clause 3.3 and its sub-clauses hereinabove has accrued from the date of delivery of physical possession of the said Unit to the VENDEE and , unless otherwise expressly mentioned elsewhere herein, all payments mentioned hereunder shall be made within 7th day of the month for which the month for with the same be due in case of monthly and otherwise also all other payments herein mentioned shall be made within 7 days of a demand being made by the Maintenance in-charge PROVIDED THAT any amount payable by the VENDEE to any authority shall always be paid by the VENDEE within the stipulated due date in respect thereof. The bills and demands for the amount payable by the VENDEE shall be deemed to have been served upon the VENDEE, in case the same is left in the said Unit or in the letter box at the ground floor of the said Building and earmarked for the said Unit.

3.4 The VENDEE shall permit the Maintenance In-charge and its authorized representatives, surveyors or agents with or without workmen and other at

all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the said Unit and every part thereof for the purpose of repairing, reinstating, rebuilding, cleaning, lighting and keeping in order and good condition the sewers, drains, pipes, cables, water courses, gutters, wires, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Housing Complex and also for the purpose of laying down, reinstating, repairing, and testing drainage and water pipes and electric wires and cables and for similar purposes and other Common Purposes and also to view and examine the state and condition of the said Unit and the VENDEE shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Maintenance In-charge.

- 3.5 The VENDEE shall keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the said building or in the Housing complex in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the building and carry out all works of repairs/maintenance as may be required by the Maintenance In-charge, In particular and without prejudice to the generality of the foregoing, the VENDEE doth hereby covenant that the VENDEE shall not make any form of alteration in the beams and columns passing through the said Unit of the Common Areas for the purpose of making, changing or repairing the concealed wiring and piping or otherwise.
- 3.6 The VENDEE shall:
- (i) use the said Flat only for the private dwelling and residence in a decent and respectable manner and for no other purposes;
 - (ii) use the parking space granted to the VENDEE hereunder and mentioned in the **SECOND SCHEDULE** hereunder written only for the purpose of parking of his motor car / two wheeler and not park or allow or permit to be parked by his agents, visitors, guests etc. any motor car, two wheeler or any other vehicle at any other place in the Housing Complex (including at the open space at the Housing Complex)
 - (iii) use the Common Area and Installation only to the extent required for ingress to and egress from the said Unit of men material and utilities.

- (iv) keep the Common Area, open spaces, parking areas, lawn, paths, passages, staircase, lobbies, landings etc. in the premises free from obstructions or encroachments and in a clean and orderly manner and not store or allow any one to store any goods, articles or things therein or in any other common areas of the Housing Complex.
 - (v) in using the water, electricity, drainage, sewerage, fire-fighting, lift, tube-well and other utilities and facilities at the Building and the said premises, the VENDEE shall abide by and observe and perform all the relevant norms, conditions, rules and regulations and shall indemnify and keep the VENDOR, the Maintenance in-charge and the other Co-Owners saved harmless and indemnified from all losses, damages, costs, claims, demands, actions and proceeding that they or any of them may suffer or incur due to any default or negligence on the part of the VENDEE.
- 3.7 The VENDEE shall not do or permit to be done any act or thing which is likely to cause nuisance annoyance or danger to the Co-Owners and occupiers of other portions in the Building and/or the said premises.
- 3.8 The VENDEE shall not make any additions or alterations to the said Unit including partition walls etc. nor to the Building nor shall change or alter the outside colour scheme, elevation or facade of the Building or the Unit nor shall decorate the exterior of the said Unit otherwise than in a manner prescribed by the Maintenance In-charge.
- 3.9 The VENDEE shall co-operate with the Maintenance In-charge in the management and maintenance of the Housing Complex and other Common Purposes and formation of the Association and observe and perform the rule regulations and restriction from time to time in force for the quiet and peaceful use enjoyment and management of the Housing Complex and in particular the Common Areas and Installation and shall not insist on the VENDORS or any of them to continue as Maintenance In-charge beyond the period envisaged hereunder or being burdened by any expenses or liability in respect thereof;
- 3.10 The VENDEE shall not do or permit to be done any act deed or thing which may render void or voidable any Insurance Policy on any part of the Housing Complex or may cause any increase in the premium payable in respect thereof.
- 3.11 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees of development charges of levies under

any statute, Rules and Regulations on the said premises and/or the said Unit or on the transfer or any part thereof, the same shall be borne and paid by the VENDEE party or wholly, as the case may be, within 7 days of demand being made by the VENDORS without raising any objection thereto.

- 3.12 The VENDEE shall not claim any partition or sub-division of the land comprised in the premises or the Common Areas and Installations and not partition the said Unit in small sizes by metes and bounds.
- 3.13 The VENDEE shall observe all the terms and conditions of the agreement for sale entered upon by and between the parties hereto and also all other covenants as be deemed reasonable from time to time by the Maintenance In-charge for the Common Purposes.

4. THE VENDEE DOTH HEREBY FURTHER AGREE AND ACCEPT AND COVENANT AND DECLARE as follows:-

- 4.1 Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto as follows

(a) The rooms/covered spaces in the ground floor of the Building and in the roof of the Building, the parking spaces (save the right to park one motor car at the said Parking space granted to the VENDEE hereunder and mentioned in the SECOND SCHEDULE hereunder written) and all spaces open to sky at the ground level at the said premises shall be belong to and remain the exclusive property of the VENDOR and the same shall for all intents and purposes be deemed to have always been excepted and reserved unto the VENDORS and the VENDORS shall have the full free and exclusive right and liberty:

- (i) to use the same in such manner and for such purpose as the VENDOR may in their absolute discretion deem fit and proper;
- (ii) to make construction, new constructions, additions and/or alterations from time to time thereon or thereto or therein or any part thereof and to connect all common facilities and utilities in or for the said Building to such construction and do all acts and things (including erecting of scaffoldings and storing of building materials in the Common Area of the said Building) for such construction additions alteration and connections as be deemed by the VENDOR to be expedient for the same (notwithstanding

any temporary inconvenience to the VENDEE in using and enjoyment of the said Unit.)

- (iii) to deal with, transfer, sell and/or part with possession of the same in one or more lots and with or without any construction thereon or thereto or therein to any person for such purpose and on such terms and conditions as the VENDOR in their absolute discretion shall think fit and proper and appropriate the sale proceeds arising thereby and in particular and without prejudice to the generality of the foregoing:-

- (iiia) to sell or transfer the rooms/covered spaces in the ground floor and Roof of the Building as Servant's Quarter/rooms or otherwise:

- (iiib) to grant right to any person the right to park car or two wheeler or otherwise use and enjoy for any other purposes, the spaces open to sky at the ground level at the said Premises and also the covered spaces in the ground floor of the building (including Parking Spaces) but not the one, if so expressly provided for the VENDEE under these presents in such manner as the VENDORS shall in their absolute discretion think fit and proper.

(b) the VENDOR shall also be entitled to all future vertical and horizontal exploitation of the building at the said premises by way of additional or further construction or otherwise on the Building and/or the premises and to sell transfer or otherwise dispose of the same on such terms and conditions as they in their absolute discretion may think fit and proper.

(c) Save the said Unit the VENDEE shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or portion in the Housing Complex.

(d) The VENDEE individually or along with the other Co-Owners will not require the VENDOR to contribute any maintenance charge or proportionate share of the Common Expenses in respect of those Units in the Building which are not alienated or agreed to be alienated or

possession whereof are not delivered to the transferee thereof notwithstanding the VENDORS being a Co-Owner in respect thereof.

- (e) The proportionate share of the VENDEE in various matters referred herein shall be such as be determined by the VENDOR and the VENDEE shall accept the same notwithstanding there being minor variation therein for the sake of convenience.
- 4.1.1 The VENDEE hereby consents to and accepts and acknowledges the properties benefits and right of the VENDORS under clause 4.1 and its sub clauses hereinabove and agrees not to obstruct or hinder or raise any objection nor to claim any right of whatsoever nature over and in respect of the said properties benefits and rights belonging to the VENDORS exclusively.
- 4.2 In the event the VENDORS makes any further or additional construction or additions or alterations on the roof of the Building or in the ground floor of the building or any other exclusively reserved areas, the super built-up area of the said Unit and/or the proportionate undivided share of the Purchase in the land comprised in the said premises as also in the Common Area and Installations may stand reduced proportionately and for that the VENDEE shall not claim any amount from the VENDOR.
- 4.3 The VENDORS shall have the full free and unfettered right to complete the unfinished work of the Building and do all acts and things (including erecting of scaffoldings and storing of building and materials in the Common Area and other portions of the said premises) therefore notwithstanding any temporary inconvenience to the VENDEE in using and enjoyment of the Said unit and the VENDEE shall not in any manner cause any objection obstruction interference or interruption in connection therewith nor shall at any time hereafter do or omit to be done anything whereby such construction or development is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 5. AND IT IS HEREBY FURTHER MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:
 - 5.1 That as a matter of necessity the VENDEE shall and will own use enjoy the said Unit consistent with the common rights and interests of the Co-Owner lawfully entitled to the other Units at the Building and shall and will use all

sewers, drains, water courses etc. available to the VENDEE hereunder now in or upon or hereafter may be erected and installed in the said Unit hereby conveyed or any part thereof in common with the said Co-Owners to the extent applicable and permit freely to run and pass water and soil through the same or any of them and share with the said Co-Owners and other persons the cost of repairing and maintaining such sewer and drains and water courses etc. in terms hereof and use the same as aforesaid in accordance with the By-laws Rules Regulations and terms as be framed by the Maintenance in-charge.

- 5.2 The properties and rights hereby conveyed unto and in favour of the VENDEE are and shall be one lot and shall not be dismembered in part or parts save with the consent of the VENDOR in writing. It is agreed and understood that the VENDEE shall not be entitled to let out transfer or part with the Parking Space granted to the VENDEE hereunder independent of the said Unit or vice versa. It is further agreed and clarified that any transfer of the said Unit by the VENDEE shall not be in any manner inconsistent herewith and the covenants shall run with the land, and the transferee of the VENDEE shall also be bound to become a member of the Association.
- 5.3 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto that the VENDEE shall not be entitled to let out, sell, transfer or part with possession of the said Unit until all the charges outgoing dues payable by the VENDEE to the Maintenance In-charge hereunder are fully paid up and a no objection letter has been issued by the VENDOR.
- 5.4 Until the expiry of one month of a notice in writing given by the VENDOR to the VENDEE and the other Co-Owners to take over, charge of the acts relating to the Common purposes, the VENDOR or its nominee shall be the Maintenance In-charge and look after the Common Purposes and the VENDEE undertakes to regularly and punctually pay to the VENDOR or its nominee the maintenance charges and other amounts payable by the VENDEE hereunder.
- 5.5 The notice contemplated under clause 5.4 hereinabove may be given by the VENDOR at their sole discretion upon transfer and delivery of possession of the Units in the Building or earlier and immediately upon receipt of such notice, the VENDEE along with the other Co-Owners shall at their own costs and expenses and in a lawful manner form the Association for the Common Purposes with the Co-Owners as members

thereof and each member shall have voting right in such Association equivalent to one vote per Unit, it being clarified that the case there be more than one VENDEE of one Unit then only one of such VENDEE who is nominated amongst them shall be entitled to have voting rights appertaining to the concerned Unit.

- 5.5.1 The VENDEE and the other Co-Owner shall sign and execute all papers, documents and application for the purpose of formation of the association and also execute all deed and declarations as may be deemed proper or necessary for the Common Purposes including the declaration of membership and/or Common Areas and Installations as and when the occasion will arise and do all the necessary acts deeds and things and the VENDORS shall not in any manner be responsible and liable therefore.
- 5.6 Upon formation of the Association, the VENDOR shall transfer to the Association all its rights responsibilities and obligations with regard to the common Purpose (save those expressly reserved by the VENDOR hereunder or so intended to be) when upon only the Association shall be entitled thereto and obliged therefore, it is expressly agreed and clarified that in case on the date of expiry of the notice period specified in clause 5.4 hereinabove the Association is not formed, then all such rights responsibilities and obligations with regard to the Common Purpose shall be deemed as on such date to have been transferred by the VENDOR to all the Co-Owners for the time being of the House Complex without any further act on the part of the VENDOR and whereupon only the Co-Owners shall be entitled thereto and obliged therefore. All references to the VENDOR herein or the VENDOR with regard to the Common Purposes shall thenceforth be deemed to be references to the Association or the Co-Owners, as the case may be, and the VENDOR shall stand absolutely absolved of all responsibilities and obligations of managing and maintaining the said premises and the Common Area and Installation and looking after the other Common Purposes. The VENDEE and the other Co-Owners and the Association shall remain liable to indemnify the VENDOR for all liabilities due to non-fulfillment of their respective obligations by the VENDEE and/or the other Co-Owners and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the Housing Complex by the Association and/or Co-Owners (including those on account of loss of life or

property due to operation and maintenance of lifts and generator (as and when installed) and/of other installations in the said premises).

- 5.6.1 Furthermore, with effect from date of expiry of the notice period specified in clause 5.4 hereinabove written or the formation of the Association and its taking charge of the acts relating to the Common Purpose, whichever be earlier, all the employees of the VENDORS having appointment as on such date for the Common Purpose such as caretakers, lift operators, electricians, plumbers watchmen, guards, sweepers, etc. shall be employed and/or absorbed by the Association or the Co-Owners as the case may be with continuity of service with effect from such date.
- 5.7 The rules and regulations and/or bye laws of the said Association shall not be inconsistent herewith.
- 5.8 In the event of the VENDEE failing and/or neglecting of refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, common expenses or any other amounts payable by the VENDEE under these presents within the stipulated period or due date thereof and/or in observing and performing the covenants terms and conditions of the VENDEE hereunder, then without prejudice to the other remedies available to the VENDOR or Maintenance In-charge against the VENDEE hereunder, the VENDEE shall be liable to pay to the Maintenance In-charge interest at the rate of _____% per mensem on all the amounts in arrears and without prejudice to the aforesaid the Maintenance In-charge shall be entitled to:
- (i) Withhold and stop all other utilities and facilities (including lift water etc.) to the VENDEE and his family members, servants, visitors guests, tenants or licensees and/or the said Unit;
 - (ii) To demand and directly raise rent and/or other amounts becoming payable to the VENDEE by any tenant or licensee or other occupant in respect of the said Unit.
- 5.9 The VENDEE shall be and remain responsible for and to indemnify the VENDOR against all damages, costs, claims, demands, actions and proceedings occasioned to the premises or any other part of the building or

to any person due to negligence or any act deed or thing made done or occasioned by the VENDEE and shall also indemnify the VENDOR against all actions, claims, proceeding, costs, expenses and demands made against or suffered by the VENDORS as a result of:

- (a) Any act omission or negligence of the VENDEE or his servants agents licenses or invitees and;
- (b) Any breach or non-observance by the VENDEE of the VENDEE's covenants and other terms hereof

5.10 The Housing Complex shall bear the name "ROHIT HEIGHTS" or such other name as be decided solely by the VENDORS.

5.11 Any delay or indulgence by the VENDOR in enforcing their rights and entitlements hereunder or any forbearance or giving of time by it shall not be construed as a waiver or any breach or non-compliance of the terms and conditions or those presents by the VENDEE nor shall be the same in any manner prejudice the rights and entitlements of the VENDORS.

5.12 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall without prejudice to any other mode of service available be deemed to have been served on the fourth day of the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notice in writing and irrespective of any change of address or return of the cover send by registered post without the same being served.

5.13 That this sale deed shall be bound by the provisions, guidelines and rules as provided under the Real Estate (Regulation and Development) Act, 2016, and its rules as applicable to the state of Uttar Pradesh and their amendments as made from time to time.

That the carpet area hereby sold along with right of proportionate land is _____ Sq. mt. The market value of which according to the Circle rate fixed by the Collector Lucknow for the purposes of stamp duty is Rs. _____ sq. ms for built

up area , hence the valuation for stamp Duty is **Rs _____** /- stamp duty paid on such amount.

CLAUSE FOR ADJUSTMENT OF STAMP DUTY PAID VIDE THE REGISTERED AGREEMENT TO SELL (IF ANY) TO BE INCORPORATED HERE)

THE FIRST SCHEDULE ABOVE REFERRED TO:
(PREMISES)

ALL THAT piece or parcel of land as Plot No.GH-1/27 admeasuring 4484.00 sq. mts. situated at - Sector-1, Vardan Khand, Gomti Nagar Vistar Yojna, Ward - Rafi Ahmad Kidwai Nagar, Lucknow which is bounded as under

East	: B Type Plot
West	: Green Belt and 30 mts. wide road
North	: Plot No.GH-1/28
South	: 24 mts. wide Road

THE SECOND SCHEDULE ABOVE REFFERRED TO:
(UNIT)

ALL THAT the flat being **Flat No._____** containing a carpet area of **_____Square Meter** covered area Sq. mts. and built up area sq. mts. more or less on a portion on the **_____ floor** of the Building "ROHIT HEIGHTS" at the said premises as shown in the plan annexed hereto duly bordered in 'RED' thereon TOGETHER WITH right to park one motor car in the parking place of the building, bounded as below

East	:
West	:
North	:
South	:

**THE THIRD SCHEDULE ABOVE REFERRED TO;
(COMMON AREA AND INSTALLATIONS)**

The common area and Installations shall be including of but not limited to the following:

1. Staircases, lobbies and landing having windows and stair covers on the ultimate roof.
2. Electrical wiring, fitting and fixtures for lighting the staircases, lobbies and landings and operating the lifts.
3. Electrical installation with Transformer, Sub-station main switches and meters and space required therefore.
4. Lifts with all machinery equipment and accessories (including lift machine rooms) and lift wells.
5. Generator with its accessories and wiring for operating lifts and water pump and lighting the pathways, driveway, staircases, lobby and landings.
6. Water pump with electric motor.
7. Deep bore well for water supply.
8. Overhead water tanks with pipes inter-connection and distribution pipes there from connecting to different Units.
9. Water waste and sewage evacuation pipes.
10. Septic Tanks and Drains and sewers from the building to the corporation drain.
11. Entry Gates and Boundary wall to the premises.
12. Invertors along with wiring and accessories.
13. Guardroom and Generator- room with its fixtures etc.
14. Park along with all the fixtures there to.
15. Common toilets with its fittings.

**THE FOURTH SCHEDULE ABOVE REFERRED TO;
(COMMON EXPENSES)**

1. **MAINTENANCE:** all costs and expenses or maintaining, redecorating and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), water pipes, drain in gutters, for all purposes, electric conduits and cables and wires in under or upon the said building and enjoyed or used by the VENDEE in common with other occupiers or serving more than one Unit/Flat and other saleable

space at the Housing Complex, main entrance, landings and staircase of the said building and enjoyed by the VENDEE or used by him in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance, passages, driveways, landings, staircases and other parts of the Housing Complex so enjoyed or used by the VENDEE in common as aforesaid and keeping the adjoining side spaces in goods and repaired conditions.

2. **OPERATIONAL:** ALL expenses for running and operating all machine equipments and installations comprised in the Common Area and Installations (including lifts, water pump with motor, generator etc) and also the costs of repairing, renovating and replacing the same and the transmission loss in respect of electricity.
3. **STAFF :** The Salaries of the all other expenses of the staff and agents (such as bonus, remuneration and other emoluments and benefits) to be employed for the Common purposes (e.g. security, electrician, maintenance persons, caretaker, accountant, clerk, other administrative staff, lift operator, electricians, plumbers, gardeners, sweepers, guards, security person etc.)
4. **ASSOCIATION :** Establishment and all other expenses of the Association and also similar expenses of the VENDORS or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit) and electricity charges for operation and maintenance of the Common Areas and Installations.
6. **INSURANCE:** Insurance premium of the housing Complex for earthquake, damages, fire, lighting, mob, violence, civil commotion and other risks.
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Association and/or the Co-Owners, as the case may be, for the Common Purpose.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(EASEMENTS GRANTED TO THE VENDEE)

The VENDEE shall be entitled to be easements, quasi-easements appendages and appurtenances belonging or appertaining to the said Unit which area hereinafter specified **Excepting and Reserving** unto and to the VENDORS and other persons deriving right title and/or permission from the VENDORS and the Maintenance In-Charge the rights, easements, quasi easements, privileges and appurtenances hereinafter more particularly hereunder written:

- i) The right of access and use of the Common Areas and Installations in common with the VENDORS and/or other Co-Owners and all persons permitted by the VENDORS of the said building or the said premises as the case may be and or normal Domestic purposes connected with the use of the said Unit.
- ii) The right of protection of the said Unit by and from all other parts of the said Building so for as they now protect the same.
- iii) The right of flow in common as aforesaid or electricity water, draining, sewerage and other common utilities from and/or to the said Unit through pipes, conduits, cables and wires lying or being in under or over the other parts of the said Building and/or the said premises so for as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
- iv) The right of the VENDEE with or without workmen and necessary materials to enter from time to time upon the other parts of the said premises or the purpose of rebuilding, repairing, replacing or cleaning, so for as may be necessary, as aforesaid insofar as such rebuilding repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation, upon giving forty-eight hours previous notice in writing of the Purchase's intention so to enter to the Maintenance In-charge and the Co-Owner affected thereby.

All the above easements are subject to and conditional upon the VENDEE paying and depositing the maintenance charges, municipal rates and taxes, Common Expenses, electricity charges or any other amount or outgoing payable by the VENDEE under these presents within due dates and observing and performing the covenants terms and conditions on the part of the VENDEE to be observed and performed hereunder.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(EASEMENTS RESERVED BY THE VENDORS)

The under mentioned rights easements quasi-easements and privileges appertaining to the said premises shall be excepted and reserved for the VENDORS and other persons deriving right title and/or permission from the VENDORS and the maintenance In-charge.

1. The right of access and use of the Common Areas and Installations in common with the VENDEE and/or other person or persons entitled to the other part or parts or share or shares of the said premises.
2. The right of flow in common with the VENDEE and other person or persons as aforesaid of electricity water or soil from and/or to any part or parts (other than the said Unit) of the said premises through pipes, drains, conduits, cable or wires lying or being in under through or over the said Unit as for as may be reasonably necessary for the beneficial use occupation and enjoyment of the part of the said premises.
3. The right of protection of other part to part of the said premises by all parts of the said Unit as the same can or does normally protects.

4. The right as might otherwise become vested in the VENDEE by means of any of the structural alteration or otherwise in any manner to lessen or diminish the normal enjoyment by other part of parts of the said premises.
5. The right with without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, Conduit, cables and wires as aforesaid and also for the purpose rebuilding or repairing any part of parts of the said Building (including any Common Area and Installations) insofar as such building repairing cannot be reasonably carried out without such entry provided always that the VENDORS or the Maintenance In-charge and other Co-Owners of other part of parts of the said premises shall excepting in emergent situation give to the VENDEE a prior forty eight hours written notice of this or their intention for such entry as aforesaid.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(RESTRICTION IMPOSED ON THE VENDEE)

1. The VENDEE shall not cause or make obstruction or interference with the free ingress to and egress from the said premises by the VENDOR and all other persons entitled thereto.
2. The VENDEE shall not open any addition windows or alter the size of any of the windows/door/openings in the said Unit.
3. The VENDEE shall not commit or permit to be committed any alterations or charges in pipes, conduits, cables wires, fixtures and fitting serving the said Unit and other units in the said building or the Housing Complex nor shall change or alter the outside colour scheme elevation or façade of the Building or the Unit nor shall change or alter the railing grills and its pattern design and/or fixing position otherwise than in a manner prescribed by the Maintenance In-charge.
4. The VENDEE shall not close any window nor break open any wall or walls of the said Unit nor install any apparatus protruding outside the exterior of the said Unit for the purpose of installing window air-conditioner, exhaust fan or otherwise, it being clarified that nothing contained herein shall prevent the VENDEE to install window air-conditioners at the place, if any, provided therefore in the said Unit.

5. The VENDEE shall not make in the said Unit any structural additions or alterations such as beams, columns, pillars, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the concerned authority nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the Building or any part thereof. Further the VENDEE shall not injure harm or damage the Common areas or the Common Installations or any other Unit in the building by making any alteration or withdrawing any support or making any construction whatsoever in the said Unit or otherwise.
6. The VENDEE shall not put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the building save at the place as be expressly approved or provided by the VENDORS **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the VENDEE to put a decent nameplate outside the main gate of his Unit.
7. The VENDEE shall not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste on the roof, staircase, lobby, landings, pathways, passages, driveways, or in any other Common Areas or portions of the Housing Complex or in Parking spaces or into lavatories, cisterns, water or soil pipes in or for the said unit or otherwise serving the said Building or the Housing complex nor allow or permit any one to do so.
8. The VENDEE shall not store or allow any one to store any goods articles or things on the staircases, lobbies landing or other Common Area or portions of the Housing complex nor to use the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-Owners;
9. The VENDEE shall not carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in or through the said Unit.
10. The VENDEE shall not use the said unit as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc., without the consent in writing of the VENDORS first hand and obtained.
11. The VENDEE shall not do or cause to be done anything in or around the said Unit which may cause or tend to cause or tantamount to cause or

affect any damage to any flooring or ceiling or any other portion over, below or adjacent to the said Unit.

12. The VENDEE shall not do any act deed or thing whereby the VENDORS are prevented from granting, selling, transferring, assigning or disposing of the other units, Parking Spaces and other saleable spaces in the Housing Complex.
13. The VENDEE shall not do or cause to be done anything in or around the said Unit which may cause or tend to cause or tantamount to cause or effect damage to the RCC structure pillars beams column foundation of the building of the said Unit or adjacent to the Unit.
14. The VENDEE shall not affix or draw any new pipes, conduits, cables or wires from and to or through any or the Common Area or outside walls of the Building or other Units.
15. The VENDEE shall not keep any heavy articles or things that are likely to damage the floor of the said Unit or the structural stability of the building or operate any machine save the usual domestic equipments and appliances.
16. The VENDEE shall not install or keep or operate any generator in the said Unit or in the corridor, landings, lobby, or passage of the floor in which the said Unit is situate or in any other Common Areas of the building or premises save the battery operated inverter inside his Unit.

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the within named VENDEE the within mentioned sum of Rs _____/- (Rupees _____) including taxes only being the consideration in full payable by various cheque/ RTGS/ Fund Transfer as under .

1. Vendor has received Rs. ___/- vide Cheque No. _____, dated _____, Bank _____ Branch _____
2. Vendor has received Rs. ___/- vide Cheque No. _____, dated _____, Bank _____ Branch _____

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

Signed sealed and delivered by
the within named VENDOR .

{_____Insert name of Company) ____}

Through its authorised signatory

Signed sealed and delivered by
the within named .
CONFIRMING PARTY

{_____Insert name
of Company) ____}

Through its authorised
signatory

Signed sealed and
delivered by the within named

VENDEE

Witness 1

Witness 2

Drafted & Typed

in my office

.....

Advocate