

SALE DEED

Date of Execution	:	
Name of Promoter	:	AZEAGAIA DEVELOPMENT PRIVATE LIMITED
Registration number of the Project under RERA	:	UPRERAPRJ4504
Apartment /Flat No	:	Apartment No. on Floor in Tower / Block 1 / 2 (also referred to as Block B/ A)
Floor	:	Floor
Project Name (Group Housing Complex)	:	Azea Botanica
Super area	:	
Super built up area/ Covered area	:	
Carpet Area	:	
Circle Rate of Land	:	
Valuation at Circle Rate	:	
Consideration Value	:	
Stamp Duty	:	
E-Stamp Certificate no.	:	

Seller's Details	:	M/s. Azeagaia Development Private Limited- CIN U70102UP 2012PTC051474 A Company duly incorporated under the provisions of the Indian Companies Act, 1956 having its office at 505-B, Fifth Floor, Titanium, Shalimar Corporate Park, plot no. TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow-226010 through its authorized signatory Shri Ratnesh Pratap Singh S/o Shri. Mandavi Singh duly authorized vide resolution passed by the Board of Directors in their meeting held on 08.11.2021. PAN- AAKCA7703R
BUYER/S's Details	:	

This Deed of Sale executed on _____, 2022 at Lucknow in between

Azeagaia Development Private Limited(CIN:U70102UP2012PTC051474), a company incorporated under the provisions of the Companies Act, 1956, having its Office situated at **505-B, Fifth Floor, Titanium, Shalimar Corporate Park, plot no. TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow-226010(PAN-AAKCA7703R)**, represented by its authorized signatory Shri Ratnesh Pratap Singh S/o Shri. Mandavi Singh authorized *vide* board resolution dated 08.11.2021 (hereinafter referred to as the "**Seller/Promoter/Owner**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) hereinafter referred to as the SELLER

AND

----- (hereinafter collectively referred to as the BUYER/S/S (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include the Buyer's respective 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 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) Block shall mean the building/blocks being constructed and/or to be constructed by the SELLER at the said premises.
- (iii) CO-OWNERS/ OTHER OCCUPANTS according to the context shall mean all the BUYER/S/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 SELLER, shall mean the SELLER.
- (iv) COMMON AREA shall mean those of the common area installation and facilities mentioned and specified in the THIRD SCHEDULE hereunder written and expressed by the SELLER for common use and enjoyment of the Co-Owners on and subject to the terms and conditions of this sale deed including 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, roof and common terrace area (excluding the roof and terrace above the penthouses which form exclusive part of the respective penthouses). The SELLER shall however have the exclusive right to use the common areas for erection and completion of any space for amenities and facilities for the residents of the project and the SELLER shall have the absolute

right to deal with such spaces for the said specified purpose and for no other purpose to which the BUYER/S hereby consents.

- (v) LIMITED COMMON AREAS AND FACILITIES shall mean and include Common Areas specifically including the Stilt, Staircases, Common Passages, Lifts, Ducts etc. forming part of the Building / Block exclusively reserved for the use and enjoyment of the co-owners / residents of the respective Block / Building alone and not to be shared or used by the co-owners / residents of the other Block / Building in the said Project / Group Housing Complex.
- (vi) INDEPENDENT AREAS shall mean the specifically excluded area on the South Western corner of the plot of land adjacent to the said premises on the land as described in the First Schedule, which has been specifically demarcated separately in the sanctioned map and carved out with a boundary at the land described in the First Schedule, but specifically excluding the amenities, if any, provided for the benefit and use of the apartment owners / residents of the said Project / Group Housing Complex.
- (vii) GROUP HOUSING COMPLEX shall mean the premises with the Building there at and the Common Areas and Installation jointly and/or severally.
- (viii) COMMON EXPENSES shall mean and include all expenses for the maintenance, management, upkeep and administration of the Group Housing Complex and in particular the Common Areas and Installations and rendition of common services in common to the other Co-Owners / Occupants 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.
- (ix) 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.

- (x) UNITS shall mean the independent and self –contained Apartment/ Flats in the Building at the said premises for being exclusively held or occupied by a person for residential purposes.
- (xi) CAR PARKING SPACES shall mean spaces in or portion of the basement and stilt area of the said Building at the said premises as have been so provisioned in the sanctioned plans for parking of motor cars/two wheelers.
- (xii) PROPORTIONATE or PROPORTIONATELY or PROPORTIONATE SHARE according to the context shall mean.
 - (a) Where it refers to the share of the BUYER/S in the land comprised in the said premises, common areas and installations, the super built up area of each unit in the said premises shall be the carpet area of the unit plus the outer walls plus the balcony area (total constituting the built up area), and added to that the proportion of the undivided share in the land and common areas of the Project and the limited common areas of the respective Block / Building in the same proportion as the built up area of the respective unit to the total built up area of all the units in the said premises.
 - (b) Where it refers to this share to each BUYER of each unit in the said Project in the common expenses of the said Project, it shall be determined by multiplying the total common expenses of the Project to the built up area of the respective unit of the Buyer and divided by the total built up area of all the units in the Project combined 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 or in the same proportion as the common expenses where the separate levy for each unit has not been specified.

- (xiii) SAID UNIT shall mean the Apartment /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 Apartment /Flat and in no manner shall include any common area pertaining to the commercial facilities / block- / tower-specified as Independent Areas herein, wherever the context so permits shall include the right of parking one or more motor car as agreed in or portion of the car parking space, and wherever the context so intends or permits shall also include the said share in the said premises.
- (xiv) 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 Apartment on Floor comprised in the said Unit.
- (xv) ASSOCIATION shall mean any Association registered under the provisions of the Societies Registration Act, 1860, Association, Syndicate, Committee or Registered Society that may be formed of by the Seller / Co-Owners for the Common Purposes having such rules regulations and restriction as may be deemed proper and necessary by the Seller/Co-Owners but not inconsistent with the provisions and covenants herein contained as also of the applicable laws of the land.
- (xvi) 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 SELLER, or its nominee in terms of clauses detailed hereinafter.

- (xvii) BUILDING PERMIT shall mean the plan for construction of the Buildings sanctioned by the competent authority i.e. Uttar Pradesh Awas Evam Vikas Parishad for permit / map No. 377 vide Memo dated 12-02-2014 and shall include all modifications thereof and/or alterations thereto, as may be made from time to time by the SELLER.
- (xviii) Words importing singular number shall include the plural number and vice versa.
- (xix) 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

That one such land situated at Group Housing Plot No. 11/GH-8, Vrindavan Yojna, Raibareilly Road, Lucknow-226029 was allotted vide allotment letter dated 28-12-2012 by the Uttar Pradesh Awas Evam Vikas Parishad and subsequently a Hire Purchase Agreement was executed by the Uttar Pradesh AwasEvamVikasParishad in favour of the Seller.

The said hire purchase agreement is duly registered with the Sub-Registrar of AssurancesFirst, Lucknow, and is recorded in the office of the same in Book No. I, Vol. No.15094, at pages 127-154 at serial no. 22501on 28-12-2012.

AND WHEREAS

A sale deed was executed by the Uttar Pradesh AwasEvamVikasParishad in respect to the Group Housing Plot No. 11/GH-8, VrindavanYojna, Raibareilly Road, Lucknow-226029 in favour of the Seller which is duly registered with the Sub-Registrar of Assurances, Sarojini Nagar, Lucknow, and is recorded in the office of the same in Book No. I, Vol. No. 6927 at pages 21-36 at serial no.24355 on 18-08-2021.

AND WHEREAS

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 SELLER 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 BUYER/S as Set out in the FIFTH SCHEDULE hereunder written TO HAVE AND TO HOLD the said Unit unto and to the use of the BUYER/S absolutely and forever BUT SUBJECT NEVERTHELESS TO the BUYER/S's covenants and agreements hereunder contained and on the part of the BUYER/S 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 BUYER/S 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 SELLER DO HEREBY COVENANT WITH THE BUYER/S as follows:-
 - 2.1. The interests which the SELLER do hereby profess to transfer subsists and that the SELLER has good right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the BUYER/S the said Unit in the manner aforesaid.
 - 2.2. It shall be lawful for the BUYER/S, 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 SELLER or any of them or any person or persons claiming through under or in trust for the SELLER 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 BUYER/S DOETH HEREBY COVENANT WITH THE SELLER as follows:
 - 3.1. The BUYER/S, so as to bind himself to the SELLER 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 SELLER and with all the other Co-Owners that the BUYER/S 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 BUYER/S has examined and fully satisfied himself as to the following:
 - (i) The BUYER/S has been made available with the photo copy/ies of all the necessary documents pertaining to the said premises and the said unit. That the BUYER/S undertakes that he/they shall have no objections of any nature whatsoever in the future in respect to the legality, enforceability and validity of any of the documents pertaining to the said premises and the said Unit.
 - (ii) That the BUYER/S has examined and got himself fully satisfied about the title of the SELLER to the said Unit and the said share in the said premises and accepted the same. The BUYER/S 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 BUYER/S 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 BUYER/S doth hereby consents and confirms that the SELLER 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 usage of any Unit (other than the said Unit)

- (iv) That the BUYER/S 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 SELLER 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 BUYER/S 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.
 - (vi) That the BUYER/S has physically inspected the Site and is fully aware about the 132 Kv High transmission line passing through two towers of the project and is entering into this deed.
- 3.3. The BUYER/S 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 the competent authority/ies provided that as long as the

said Unit is not assessed separately for the purpose of such rates and taxes, the BUYER/S shall pay to the SELLER/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 BUYER/S or the SELLER, and the same shall be paid by the BUYER/S 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 BUYER/S shall pay to the Maintenance In-charge, maintenance charges as mutually agreed. 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 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 BUYER/S 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 BUYER/S 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 BUYER/S 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, offer of physical possession of the said Unit to the BUYER/S or the date of registration of the sale deed, whichever is earlier 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 BUYER/S to any authority shall always be paid by the BUYER/S within the stipulated due date in respect thereof. The bills and demands for the amount payable by the BUYER/S shall be deemed to have been served upon the BUYER/S, 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 BUYER/S 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 BUYER/S 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 BUYER/S 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 BUYER/S doth hereby covenant that the BUYER/S 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 BUYER/S shall:

- (i) use the said Apartment /Flat only for the private dwelling and residence in a decent and respectable manner and for no other purposes;
- (ii) use the parking space provided to the BUYER/S 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 anyone 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 BUYER/S shall abide by and observe and perform all the relevant norms, conditions, rules and regulations and shall indemnify and keep the SELLER, 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 BUYER/S.

3.7. The BUYER/S 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 BUYER/S 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 color 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. In the event of renovation of the Unit; the BUYER/S is required to obtain prior written permission from the Association of Apartment Owners / Maintenance Agency / Seller, as the case may be.
- 3.9. The BUYER/S 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 SELLER or any of them to continue as Maintenance In-charge beyond the period envisaged under the law or being burdened by any expenses or liability in respect thereof;
- 3.10. The BUYER/S 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 BUYER/S party or wholly, as the case may be, within 7 days of demand being made by the SELLER without raising any objection thereto or within the time stipulated by the competent authority.

- 3.12. The BUYER/S 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 BUYER/S shall observe all the terms and conditions and also all other covenants as be deemed reasonable from time to time by the Maintenance In-charge for the Common Purposes.
4. THE BUYER/S DOTH HEREBY FURTHER AGREE AND ACCEPT AND COVENANT AND DECLARE as follows:-
 - 4.1. The Seller shall transfer / convey the entire exclusive Unit to the respective Buyer/s inclusive of the carpet area, as well as the proportionate undivided share in the land and common areas, to the the Buyer/s, and right to park one motor car at the said Parking space provided to the Buyer/s hereunder and mentioned in the Second Schedule, with the following exceptions / limitations :
 - (a) The right, title and interest in the unsold units in the said Project along with their respective undivided proportionate share in the land and the common areas of the Project shall continue to remain with the Seller / Promoter who shall have absolute and unrestricted right to use, enjoy, transfer, sell or assign the same individually or cumulatively at its sole discretion and without any interference or influence of the Co-owners of the units of the Project or the Maintenance-in-charge or the Association of Apartment Owners as the case may be.
 - (b) The Seller shall have absolute and unrestricted right to raise constructions and complete the unfinished common areas, facilities, amenities and installations as promised and due to be provided by the Seller as contained herein.
 - (c) The Seller and / or any agent of the Seller shall have unfettered and unrestricted right to enter into the said premises for completion, maintenance or rectification work to be carried out in the said premises at the sole discretion of the Seller with no interference or restriction from the Co-owners or the Maintenance-

in-charge or the Association of Apartment Owners, as the case may be.

- (d) The Seller shall have the exclusive, absolute and unrestricted right, title and interest over the specified Independent Areas with independent ingress and egress to the same, with no interference, influence or claim by the Co-owners or Maintenance-in-charge or the Association of Apartment Owners, as the case may be, and the Seller shall be entitled to market and sell the same and maintain the same by itself or through a maintenance agency, all at its sole and independent discretion. However the Co-owners / apartment owners / residents of the said Project / Group Housing Complex shall continue to have access to the amenities, if any, provided specifically for their benefit and use in the building / tower which is part of the Independent Areas.
- (e) The Seller shall be entitled to use the utilized FAR (Floor Area Ratio) of the entire land comprising of the Said Premises as specified in the First Schedule, by means of sanction of additional units / construction from the competent authority any time in the future, in the Independent Areas of the said land. The Buyer or the Maintenance-in-charge or the Association of Apartment Owners or any agency deriving the right, title or interest thereunder, shall have no right, title, interest or claim over the utilized FAR of the any part of the land comprising of the Said Premises.
- (f) The BUYER/S individually or alongwith the other Co-Owners will not require the SELLER 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 SELLER being a Co-Owner in respect thereof.
- (c) The proportionate share of the BUYER/S in various matters referred herein shall be such as be determined by the SELLER and the BUYER/S shall accept the same notwithstanding there being minor variation therein for the sake of convenience.

1. The BUYER/S hereby consents to and accepts and acknowledges the properties benefits and right of the SELLER 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 SELLER exclusively.
2. The SELLER 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 BUYER/S in using and enjoyment of the Said unit and the BUYER/S 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.
3. The Limited Common Areas and Facilities including the Stilt, Staircases, Common Passages, Lifts, Ducts etc. forming part of the Building / Block shall be exclusively reserved for the use and enjoyment of the co-owners / residents of the respective Block / Building alone and shall not be shared or used by the co-owners / residents of the other Block / Building in the said Project / Group Housing Complex, except only as visitors of the specific co-owners of the said other Block / Building.
4. The Seller shall continue to retain absolute and unrestricted right, title and access to the Independent Areas, as defined, specified and demarcated as stated above, which the Seller shall be free to market and sell / lease independently and separately as commercial units with independent access, ingress and egress, without any interference by the owners / residents of the Project Group Housing Complex defined herein and / or the Association of Apartment Owners formed

from amongst the owners of the units in the said Project / Group Housing Complex.

5. AND IT IS HEREBY FUTURE MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:
 - 5.1. That as a matter of necessity the BUYER/S 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 BUYER/S 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 BUYER/S are and shall be one lot and shall not be dismembered in part or parts save with the consent of the SELLER in writing. It is agreed and understood that the BUYER/S shall not be entitled to let out transfer or part with the Parking Space provided to the BUYER/S hereunder independent of the said Unit or vice versa. It is further agreed and clarified that any transfer of the said Unit by the BUYER/S shall not be in any manner inconsistent herewith and the covenants shall run with the land/unit, and the transferee of the BUYER/S shall also be bound to become a member of the Association of Apartment Owners.
 - 5.3. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto that the BUYER/S 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 BUYER/S to the Maintenance In-charge hereunder are fully paid up and a no objection letter has been issued by the Maintenance-in-charge/ AOA, whichever is applicable.

- 5.4. Until the expiry of one month of a notice in writing given by the SELLER to the BUYER/S and the other Co-Owners to take over, charge of the acts relating to the Common purposes, and upon the Co-owners of the Project failing to form an Association of the Apartment Owners, the SELLER or its nominee shall be the Maintenance In-charge and look after the Common Purposes and the BUYER/S undertakes to regularly and punctually pay to the SELLER or its nominee the maintenance charges and other amounts payable by the BUYER/S hereunder.
- 5.5. The BUYER/S 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.
- 5.6. Upon formation and handover of the Association, the SELLER shall transfer to the Association all its rights responsibilities and obligations with regard to the common Purpose (save those expressly reserved by the SELLER 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 SELLER to all the Co-Owners for the time being of the Group House Complex without any further act on the part of the SELLER and whereupon only the Co-Owners shall be entitled thereto and obliged therefore to act as per law and form an Association of Apartment Owners and take over the maintenance of

the Group Housing Complex from the Seller as the Maintenance-in-charge therefrom. All references to the SELLER herein or the SELLER 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 SELLER 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 BUYER/S and the other Co-Owners and the Association shall remain liable to indemnify the SELLER for all liabilities due to non-fulfillment of their respective obligations by the BUYER/S 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).

- 5.7. 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 later, all the employees of the SELLER 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 for a minimum period of 12 months from the date of such handing over of the charge to the Association of Apartment Owners.

Moreover upon the formation of the Association of Apartment Owners and handing over of the charge of the common areas and facilities to the Association of Apartment Owners, the Association of Apartment Owners shall be bound to execute a Service Agreement with the then existing Maintenance Agency having a "subsisting Service Agreement" with the Seller, bearing the same terms as the

subsisting Service Agreement for the balance / outstanding / unexpired term / period of the said subsisting Service Agreement. Moreover upon expiry of the "said Service Agreement" executed between the Association of Apartment Owners and the said Maintenance Agency or in case the said subsisting Service Agreement has expired at the time of handing over of the charge to the Association of Apartment Owners, the Association of Apartment Owners shall be free to either renew the service contract with the same Maintenance Agency with provision for the same or better services as being provided as per the said subsisting Service Agreement or to engage a different Maintenance Agency of its choice, subject to the condition that the services be provided by the said changed Maintenance Agency or the same Maintenance Agency as existing previously in contract with the Seller, as per the said subsisting Service Agreement with no compromise, reduction or curtailment in the quality and quantity of services availed under the said subsisting Service Agreement. A copy of the said subsisting Service Agreement shall be handed over by the Seller to the Association of Apartment Owners for its information and necessary action.

Moreover in case of the newly engaged Maintenance Agency is not providing the same or better quality and quantity of services as provided in the said subsisting Service Agreement, or in case the said Service Agreement executed between the Association of Apartment Owners and the Maintenance Agency does not provide for the quality and quantity of services akin and parallel to the quality and quantity of services promised and utilized under the provisions of the said subsisting Service Agreement, thereby not maintaining the quality of maintenance standards established by the Seller through the service contract i.e. the said subsisting Service Agreement, then the Seller shall be entitled to serve a written notice upon the Association of Apartment Owners containing a mandatory recommendation mandating the Association of Apartment Owners to engage the services prescribed by the Seller from the Maintenance Agency recommended by the Seller. The Association of Apartment Owners

shall then be bound to engage the prescribed service of the said recommended Maintenance Agency while disengaging the services of the then existing / engaged Maintenance Agency with immediate effect and with no consequential liability upon the Seller for the said disengagement.

- 5.8. The rules and regulations and/or bye laws of the said Association shall not be inconsistent with the Model Bye Laws framed under the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011.
- 5.9. The Seller and the Co-owners shall be jointly responsible to form an Association of Apartment Owners. The Seller shall get the Association registered when such numbers of apartments have been handed over to the owners which are necessary to form an association or sixty percent of the apartments in the Project, whichever is more, by way of sale or transfer, provided that the building has been completed along with all the infrastructure services and completion certificate obtained from the concerned local authority. However, the Seller shall be entitled, at its own discretion to form a separate Association in respect of the Independent Areas, as stated herein above. The Common Areas and Facilities of the Group Housing Complex shall be handed over by the Seller to the Association of Apartment Owners for maintenance and upkeep as the Maintenance-in-charge therefrom.
- 5.10. In the event of the BUYER/S failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, common expenses or any other amounts payable by the BUYER/S under these presents within the stipulated period or due date thereof and/or in observing and performing the covenants terms and conditions of the BUYER/S hereunder, then without prejudice to the other remedies available to the SELLER or Maintenance In-charge against the BUYER/S hereunder, the BUYER/S shall be liable to pay to the Maintenance In-charge interest at the rate fixed by the Maintenance-in-charge, without prejudice, in respect of all such default by any of the Apartment Owners, 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 BUYER/S and his family members, servants, visitors guests, tenants or licencees and/or the said Unit;
- (ii) To demand and directly raise rent and/or other amounts becoming payable to the BUYER/S by any tenant or licensee or other occupant in respect of the said Unit.

5.11. The BUYER/S shall be and remain responsible for and to indemnify the SELLER 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 BUYER/S and shall also indemnify the SELLER against all actions, claims, proceeding, costs, expenses and demands made against or suffered by the SELLER as a result of:

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

5.12. The Group Housing Complex shall bear the name "AZEIA BOTANICA" or such other name as be decided solely by the SELLER. The name of the Group Housing Complex shall continue to be the same as decided by the Seller and the same shall not be changed at any time in future by the Association of Apartment Owners under any circumstances whatsoever. Moreover the Association of Apartment Owners shall also be responsible to maintain the standard of the nameplate of the Group Housing Complex as and wherever erected / created / pasted with the same neon signs / glow signs or other specifications as made by the Seller.

- 5.13. Any delay or indulgence by the SELLER 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 BUYER/S nor shall be the same in any manner prejudice the rights and entitlements of the SELLER.
- 5.14. 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.
- 5.15. That this Sale Deed shall be bound by and is compliant of 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, as also the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance), Act, 2010 and its rules as applicable to the state of Uttar Pradesh and their amendments as made from time to time.
- 5.16. The said Apartment /Flat transferred under this deed is in a multi storied residential Group Housing Complex which does not exist on any Segment Road. The Azea Botanica project is situated on more than 18.00 mts. wide road. That as per Circle Rate Fixed by the Collector the minimum 30% of the covered area of Sq.mtr.is the undivided proportionate land of the Apartment /Flat underneath the building/block which comes to sq.mts. and as per the applicable circle rate for Vrindavan Yojna , the market value of the proportionate land comes to sq.mts.xRs. 27,500 /- (Rs.25,000/- +10% park) = Rs. /- calculated. The flat/apartment is of a premium category wit hswimming pool and club facilities hence the value of

construction which includes covered area(carpet area+ outer wall area of Apartment/Flat is sq. mts.and balcony area is sq.mts.as such total the construction area is sq.mts. The market value of premium category has been fixed as Rs. 26,000/- per sq. mt. hence the value of construction comes to X 26,000/- = Rs. /-.Thus the total value of proportionate land and the construction of Apartment /Flat comes to Rs. /-.Since the said Apartment /Flat is situated at th floor so after rebate of % the value comes to Rs. /-.The Sale consideration is Rs. /- -. The stamp duty on the other half share of Consideration Value Rs. (stamp duty working)

- 5.17.** That failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a WAIVER of any provisions or of the right thereafter to enforce each and every provision.
- 5.18.** All or any disputes arising out or touching upon or in relation to this Sale Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the process of Arbitration at the joint option of the parties through a sole arbitrator appointed with the consent of both the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/modifications there for the time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow.
- 5.19.** The Courts of Lucknow shall have jurisdiction in case of any dispute.

THE FIRST SCHEDULE ABOVE REFERRED TO:(PREMISES)

ALL THAT piece or parcel of land situated at Group Housing Plot No. 11/GH-8, Vrindavan Yojna, Raibareilly Road, Lucknow-226029 shall constitute the Said Premises, which along with Independent Areas specified herein above is admeasuring about 25332.97 square meters alongwith boundaries as follows:

East	:	Park, transmission line and road
West	:	30 meters wide road
North	:	Group Housing Plot No.11/GH-07
South	:	School

SAMPLE

THE SECOND SCHEDULE ABOVE REFERRED TO:(UNIT)

ALLTHAT the Apartment/Flat being **Apartment/Flat** No. admeasuring a carpet area of sq.mts., more or less on a portion on the Floor of the Building "AZEBA BOTANICA" at the said premises as shown in the plan annexed thereon **TOGETHER WITH** right to park one motor car in the parking place of the building, bounded as below

East :

West :

North :

South :

SAMPLE

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

The common areas and installations are as follows :

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)**

Common expenses shall include all expenses incurred for common areas of the project towards operation, maintenance, repair, replacement, and protection of common areas excluding expenses done in the commercial area/facilities/block :

1. MAINTENANCE charges including but not limited to the following :

- 1.1. 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, over head tanks, water tanks, 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 BUYER/S in common with other occupiers or serving more than one Unit/Apartment /Flat and other saleable space at the Housing Complex, main entrance, landings and staircase of the said building and enjoyed by the BUYER/S or used by him in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning/ house keeping and lighting the main entrance, passages, driveways, landings, staircases and other parts of the Housing Complex so enjoyed or used by the BUYER/S in common as aforesaid and keeping the adjoining side spaces in goods and repaired conditions.
- 1.2. **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, STP panels, LT Panels etc) and also the costs of repairing, renovating and replacing the same and the transmission loss in respect of electricity.
- 1.3. **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, Property facility managers etc.)

- 1.4.**ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the SELLER or any agency looking after the Common Purposes until handing over the same to the Association.
- 1.5.**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.
- 1.6.**INSURANCE**: Insurance premium of the housing Complex for earthquake, damages, fire, lighting, mob, violence, civil commotion and other risks.
- 1.7.**COMMON UTILITIES**: Expenses for serving/supply of common amenities/facilities and utilities and all charges incidental thereto.
- 1.8.**RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.
- 1.9.**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 BUYER/S)

The BUYER/S 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 SELLER and other persons deriving right title and/or permission from the SELLER 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 SELLER and/or other Co-Owners and all persons permitted by the SELLER 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 BUYER/S 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 BUYER/S paying and depositing the maintenance charges,

municipal rates and taxes, Common Expenses, electricity charges or any other amount or outgoing payable by the BUYER/S under these presents within due dates and observing and performing the covenants terms and conditions on the part of the BUYER/S to be observed and performed hereunder.

SAMPLE

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

The under mentioned rights easements quasi-easements and privileges appertaining to the said premises shall be excepted and reserved for the SELLER and other persons deriving right title and/or permission from the SELLER and the maintenance In-charge till the formation of the Association of Apartment Owners and handing over the charge of maintenance of the Group Housing Complex to the said Association.

1. The right of access and use of the Common Areas and Installations in common with the BUYER/S 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 BUYER/S 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 BUYER/S 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 SELLER 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 BUYER/S a prior forty eight hours written notice of this or their intention for such entry as aforesaid.

SAMPLE

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(RESTRICTION IMPOSED ON THE BUYER/S)

1. The BUYER/S shall not cause or make obstruction or interference with the free ingress to and egress from the said premises by the SELLER and all other persons entitled thereto.
2. The BUYER/S shall not open any addition windows or alter the size of any of the windows/door/openings in the said Unit.
3. The BUYER/S 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 BUYER/S 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 BUYER/S to install split unit air-conditioners at the place, if any, provided therefore in the said Unit.
5. The BUYER/S 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 party thereof. Further the BUYER/S 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 BUYER/S 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

SELLER PROVIDED HOWEVER THAT nothing contained herein shall prevent the BUYER/S to put a decent nameplate outside the main gate of his Unit as provided by the Seller.

7. The BUYER/S 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 BUYER/S shall not store or allow anyone 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 BUYER/S 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 BUYER/S 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 SELLER first hand and obtained.
11. The BUYER/S 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 BUYER/S shall not do any act deed or thing whereby the SELLER 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 BUYER/S 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 BUYER/S 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 BUYER/S 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 BUYER/S 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 BUYER/S the within mentioned sum of Rs. /- (Rs. **only**) excluding Taxes and society being the consideration after adjusting the benefit of Input Tax Credit of Rs. /-

Seller has received Rs. /- and Rs. by way of Demand draft no dated towards sale consideration excluding society and taxes.

IN WITNESS WHEREOF 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 SELLER .

AZEAGAIA DEVELOPMENT PRIVATE LIMITED
Through its authorized signatory

Signed sealed and delivered by the within named

BUYER/S

Witness 1

Witness 2

Drafted and typed under the instructions of the parties.

By

,
Advocate

PHOTOGRAPH

ALL THAT the Apartment/Flat being Apartment/FlatNo. -
measuring or less on a portion on the Floor of the Building "**AZEA
BOTANICA**" at the said premises as shown in the plan annexed
TOGETHER WITH right to park one motor car in the parking place of the
building