

**DETAILS OF INSTRUMENT IN SHORT**

1.	Nature of Property	:	Residential
2.	Ward/Pargana	:	Lucknow
3.	Mohalla / Village	:	<b>Baghamau, Lucknow (U.P.)</b>
4.	Detail of Property	:	<b>Apartment / Unit No. .... Tower "....." in "The Royal Retreat" "GH-07) under Integrated Township of Shalimar One World, Village Baghamau, Lucknow.</b>
5.	V-Code	:	<b>1060</b>
6.	Standard of Measurement	:	Square Meters
7.	Carpet Area of Unit	:	.....
8.	Location Road	:	Not on any segment road (More than 100 mtr. away from Shaheed Path
9.	Sale Consideration	:	<b>Rs. ..../-</b>
10.	Valuation	:	<b>Rs. ..../-</b>
11.	Stamp Duty	:	<b>Rs. ..../-</b>
12.	Boundaries	:	EAST - WEST - NORTH - SOUTH -

**Z.M. ENTERPRISES PVT. LTD.**

CIN : U4500UP2010PTC213569

Regd. & Corp. Office: 3rd Floor, 38/22, Payagpur Towers, Mira Bai Marg, Hazratganj, Lucknow-226001

<p><b>13. Details of Seller (1)</b></p> <p><b>M/s Z.M. Enterprises Pvt. Ltd.</b> having its corporate office at 3<sup>rd</sup> Floor, 38/22, Payagpur Towers, Mira Bai Marg, Hazratganj, Lucknow represented by it's authorized signatory Mr. _____</p>	<p><b>: Details of Purchaser (1)</b></p>
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DRAFT FOR RERA REGISTRATION ONLY

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**SALE DEED**

THIS SALE DEED is executed on this \_\_\_\_ day of \_\_\_\_\_, 2020 at Lucknow

**BY AND BETWEEN**

**M/s Z.M. ENTERPRISES PVT. LTD.)** (CIN no

U45400UP2010PTC213569), a company incorporated under the provisions of the Companies Act, 1956, having its registered and corporate office at 3rd Floor, 38/22, Payagpur Towers, Mira Bai Marg, Hazratganj, Lucknow (PAN- AAACZ4128M), through it authorized signatory Mr. .... (Aadhar No- ..... ) authorized vide board resolution dated ..... (hereinafter referred to as the **"SELLER/PROMOTER"**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promotor and its successor-in-interest, and permitted assigns).

**AND**

**MR.** \_\_\_\_\_ **(PAN No.)** \_\_\_\_\_

**S/o Mr.** \_\_\_\_\_

**R/o.** \_\_\_\_\_ **And MR.**

\_\_\_\_\_ **(PAN No.)** \_\_\_\_\_

**S/o Mr.** \_\_\_\_\_

**R/o.** \_\_\_\_\_

(hereinafter referred to as the **"PURCHASER(S)"** which expression unless repugnant to the context or meaning thereof be deemed to mean and include the **"Purchaser"** and his/her heirs, executors, administrators, successors-in-interest and permitted assigns.

(The SELLER and the PURCHASER(S) as above are collectively known as the **"Parties"** and individually as **"Party"**)

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The Allottee(s) of the project 'The Royal Retreat' shall only be entitled to the proportionate rights in the total land area of GH-07. The Allottee(s) shall not claim any exclusive and or transferable rights over land under the plinth area and the open land provided along with the said Unit. Only the built- up area of the Unit shall be transferred by way of conveyance deed.

The land shall be only available for the use by the Allottee(s).

**WHEREAS** Promotor/ Seller is the exclusive owner of the land falling in G.H.-07 comprising of Khasra Nos. 309P, 361, 368P, 369P, 370P, 371P, 653P, 647P and 632P hereinafter referred to as the said land situated in Integrated Township 'Shalimar Oneworld' at Village Baghamau, Pargana, Tehsil & District Lucknow by virtue of the Sale Deed Document No.: 3863 dated 28/04/2023 executed by ANS Developers Pvt. Ltd. in favour of Z. M. Enterprises Pvt. Ltd. (Promoter). The Promoter has become the owner with transferable rights of the land falling under Khasra Nos 309P, 361, 368P, 370P, 371P, 653P, 647P as mentioned above upon which the Group Housing Project "The Royal Retreat" is spanning. ANS Developers Pvt. Ltd. has also granted the rights to utilize the said Gram Samaj Land falling in Khasra No. 632P on which GH-07 spans over to Z. M. Enterprises Pvt. Ltd. through the abovementioned Sale Deed.

**AND WHEREAS** The said group housing project known as 'The Royal Retreat' as mentioned above spans over 14,600 sq. mts. In addition to above land, there is some part of Gram Samaj land (Khasra No. 632P) admeasuring approx. 287 sq.mt. in the total land parcel of G.H.: 07 which has been leased by Lucknow Development Authority to M/s. ANS Developers Pvt. Ltd. by way of Lease Deed No.: 9652 dated 24.06.2015 for a total period of 90 years (renewable after every 30 years period). ANS Developers Pvt. Ltd. has undertaken to renew the period of the lease after every 30 years period and so on as per the provision laid down in Para No.-7 of the lease deed dated 24.06.2015. The promoter further discloses that no Apartments/ Units in the project "The Royal Retreat" are being constructed over the gram samaj land 632P and the Promoter has clear and marketable title of the land on which the project "THE ROYAL RETREAT" is being developed.

- A.** The Said Land is earmarked for the purpose of building a residential project, comprising of **Basement-1+2, Stilt + 18** multistoried apartment building and the said project shall be known as "**THE ROYAL RETREAT**" ("project");

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- B.** The Promoter is fully competent to enter into this Sale Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- C. AND WHEREAS** the Lucknow Development Authority has granted Permit No.: \_\_\_\_\_ dated \_\_\_\_\_ to develop the project 'The Royal Retreat' on plot GH-07 in the Integrated Township 'Shalimar Oneworld' at Village Baghamau, District Lucknow.
- D. WHEREAS** the said Project has been registered with the Real Estate Regulatory Authority ("Authority") and the said Project's Registration Certificate No. is \_\_\_\_\_. The details of the Promoter and the Said Project are also available on the website (www.up-rera.in) of the Authority.

**WHEREAS** Purchaser(s) have perused and are satisfied with the title of the Project land and is/are desirous of purchasing a Flat in the building known as '**The Royal Retreat**' situated in the Township Shalimar Oneworld, at Village Baghamau, Pargana, Tehsil & Distt. Lucknow having Carpet area measuring about \_\_\_ **Sq. Meters** more fully detailed in the **Schedule** attached hereto.

**WHEREAS** Purchaser(s) acknowledges that the Seller has provided all the information and clarifications as required by the Purchaser(s) with respect to the Flat being purchased by them and the project (including phases), as enumerated in RERA, and that the Purchaser(s) have relied on their own judgment and investigation in deciding to book a Flat in the said Project and enter into this Deed and have not relied upon and are not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents/brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects. Further the compensation of claim, if any, of the Purchaser(s) in respect of the Flat hereby sold shall be deemed to have been waived.

**WHEREAS** the purchasers have been allotted an **Apartment/Flat No. \_\_\_ in the Tower-**

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\_\_\_\_\_, having Carpet Area \_\_\_ sq. feet i.e. \_\_\_ Sq. Meters on \_\_\_\_\_<sup>th</sup> Floor in the Project known as “\_\_\_\_\_” situated in the Township named Shalimar Oneworld and undivided proportionate right of using Common Area/facilities of the Project such as use of common passage, staircase, lift, water and electrical arrangement and Common areas of the said project and shall be hereinafter referred to as the "Said Flat" for the 'Sale Consideration' subject to the terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.

**AND WHEREAS** the Seller is the absolute owner of Flat No. \_\_\_\_\_ at \_\_\_\_\_ Floor of building known as 'The Royal Retreat', situated in the Integrated Township Shalimar Oneworld at Village Baghamau, Lucknow.

**AND WHEREAS** the Seller agreed to sell, transfer and assign absolutely the said Flat No. \_\_\_\_\_ more specifically detailed in the schedule of property given at the foot of this deed (hereinafter referred to as "said Flat/Unit"), together with proportionate interest in land to the Purchaser for a consideration of ` \_\_\_\_\_ /- only (Rupees \_\_\_\_\_ only) vide agreement executed between the parties and registered in Book No. \_\_\_\_\_, Jild \_\_\_\_\_, at Pages \_\_\_\_\_ to \_\_\_\_\_, at Serial No. \_\_\_\_\_, registered on \_\_\_\_\_ in the office of Sub-Registrar- \_\_\_\_\_, Lucknow.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:**

1. THAT in consideration of Rs. \_\_\_\_\_/- (Rupees \_ Only) (“sale consideration”) paid by the purchaser(s) to the SELLER, the receipt whereof the Seller hereby acknowledges. The SELLER hereby sells, conveys, assigns and transfers by way of absolute sale the Apartment/Flat Bearing No. \_\_\_\_\_ situated on the \_\_\_\_\_ Floor of Tower- \_\_\_\_\_ in the Project known as 'The Royal Retreat' developed over Plot No. “GH-07” in the integrated Township named Shalimar One World having Carpet Area sq. feet i.e. Sq. Meters built over a said land at Village Baghamau, Pargana, Tehsil & Distt.

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Lucknow, more fully described in the **SCHEDULE** attached hereto in favour of the Purchaser(s) to hold the same as absolute owners thereof, on the terms and conditions as mentioned herewith.

2. That the absolute title, right and interest with all easements only in respect of the said Flat hereby sold shall vest in the Purchaser(s) hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the Purchaser(s) right of use and enjoyment of the flat sold in any manner whatsoever. That the Flat hereby sold is free from all sorts of encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Seller is pending in any court of law or with any authority.
3. That the Seller hereby declares that this Sale Deed is being made in favour of the Purchaser(s) along with the Undivided proportionate title in the Common areas of the project named 'The Royal Retreat' to the Association of purchaser/ Maintenance society/ Resident welfare association formed or to be formed for the said project (as per section 17(1) of the RERA). Further, the Promoter shall handover the necessary documents, and plans, including Common areas to the Association of Purchasers/ Allotees.
4. THAT the land on which the aforesaid Residential apartments/Flats including the flat hereby sold stands constructed shall be the property of the purchaser(s)/ Association of Purchasers/ Maintenance society/ Resident welfare association formed or to be formed for the said project (as per section 13(1) of the RERA) and the other Flat owner(s)/ purchaser(s) or their transferees, or assignees, etc. of the flats, situated on the Ground, first and subsequent floors and the purchaser(s) shall get the proportionate right in the land.
5. THAT the SELLER will maintain the premises of the said project according to the

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provisions of law, till the handover of the same to the Maintenance Society/ Association of Purchaser(s)/ RWA.

6. THAT the SELLER represent that they have absolute authority to transfer the flat hereby sold and they have further represented that the said flat is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the purchaser(s) is deprived of the flat hereby conveyed or any part thereof on account of any defect in the title of the Seller if the purchaser(s) is put to any loss on this account then the purchaser(s) shall be entitled to recover from the SELLER its successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed and if at any time hereinafter by reason of any defect or omission on the part of the SELLER any person or persons make claims in the property hereby conveyed or any part thereof, then SELLER hereby agrees to refund the whole amount of sale consideration to extent of right affected in the said property.
7. THAT the Seller has already got done the electric wiring and fittings in the premises of the said project and the electric points are provided in each flat/ apartment by the Seller and other fittings like bulb, tube fittings, fans, coolers etc. will be installed by the purchaser(s) and the same shall be the exclusive property of the purchaser(s).
8. The Vacant and peaceful possession of the Flat is being delivered to the purchaser simultaneously with the signing of this sale deed, after the purchaser having confirm and satisfied himself / herself / themselves as to the area of the aforesaid flat / dimensions / cost & allied charges including P.L.C. if any, quality and extent of construction / specifications / various installation like electrification work, sanitary fittings, water and sewer connection etc. in respect of the said flat, and the purchaser agrees and confirms not to raise any dispute/claim whatsoever at any time in future in this regard.

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**9. PURCHASER(S) REPRESENTS AND COVENANTS**

The Purchaser(s) hereby covenants and undertakes -

**9.1.** To abide by all laws, bye-laws, rules, regulations, requisitions, demands, notifications etc. issued by any relevant authority and shall attend, answer and carry out all such requirements /requisitions/orders / demands which are to be complied under their orders at their own expenses and be responsible for all deviations, violations and/ or breaches thereof. The Purchaser(s) shall thus, keep the Promoter (SELLER) indemnified, secured and harmless against all such costs and losses and actions resulting on account of non-compliances of such requirements / requisitions / orders / demands and against all losses on account of nonobservance of the terms and condition of this Deed.

**9.2.** So long as each space / unit/ flat of the said building is not separately assessed for municipal taxes or other such taxes and cesses of similar kind, the Purchaser(s) shall pay proportionate share of all such taxes and cesses including but not limited to municipal taxes, Ground rent land & building tax, and any other duties/ taxes levied by any competent authority.

**9.3.** To use the said flat for residential purposes only and shall not use the flat for any commercial, illegal or immoral purpose. In the case of violation of this condition, the Promoter / Association of Allottees, as the case may be, shall be entitled to take steps to enforce the conditions laid down in this clause apart from its right to claim damages from the Purchaser(s) and the right to take such other action or seek such other legal remedy as it may decide for restraining the Purchaser(s) from making a use of the unit prohibited by this Deed.

**9.4.** Not to use the said flat for any purpose which may cause nuisance or annoyance to the buyer(s) / occupiers of other units in the building nor shall they install any machinery which may create sound, noise or vibration or which may in any manner cause damage or injury to the structure of the building or any portion thereof.

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- 9.5. To always keep and maintain the said flat including its periphery walls and partition walls, sewers, drainage pipes, air conditioning installation, electrical arrangements and appurtenances belonging thereto in the same good tenantable state and condition in which it has been delivered to them so as to support, shelter and protect the part of the building other than the space purchased by them. If the Purchaser(s) fails to do so, then the Promoter / Maintenance Agency / Association of Allottees, as the case may be, after giving a reasonable notice, can make necessary repairs to save any future loss to the building / Flat and they will be entitled to recover all costs and expenses towards such works from the Purchaser(s).
- 9.6. To be solely responsible for taking insurance of the flat and the goods in the flat at its own cost and expenses.
- 9.7. To never do or permit to be done any act or thing which may render the insurance of the flat and / or any part of or the building as a whole, void, or cause increased premium to be payable in respect thereof.
- 9.8. Not to do or suffer anything to be done in or about the flat which may tend to cause damage to any flooring or ceiling or any space over/ below or adjacent to the flat or in any manner nor shall they hang from or attach to the beams or rafters or put on floors any articles or machinery which are heavy or can endanger or damage the structure of the building or any part thereof.
- 9.9. To never interfere with the use of any open spaces, garden/park, passages and / or any amenities available for common use.
- 9.10. Not to demolish the flat or any part thereof nor will they at any time make or cause to be made any additions or alterations of any nature to the said flat or any part thereof, except such suitable alterations/additions/changes that should not cause any damage or harm to the structure, floor, roof etc. of the building after taking written permission from the Promoter/ Association of Allottees, as the case may be.

- 9.11.** Not to make any alteration in any elevations and color scheme of external walls of the verandahs, balconies, lounges or of external doors and windows of the flat which in the opinion of the Promoter differ from the color scheme or elevation of the building. The Purchaser(s) shall neither have the right to make any openings nor the right to make any changes in the doors, walls, windows, shutters and ventilators in the demised unit without the written permission of the Promoter/ Association of Owners.
- 9.12.** Not to close/ cover the verandah or balconies or terraces or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party.
- 9.13.** All fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Purchaser(s) at place earmarked or approved by the Promoter/ Association of Allottees and nowhere else.
- 9.14.** Not to decorate the entrance and exterior of the flat otherwise than in the manner agreed with the Promoter or in the manner as similar as may be in which the same was previously decorated.
- 9.15.** To abide by the covenants herein agreed and ensure that they shall be made binding legally on the occupier(s) / Lessee(s) as part of the terms and conditions agreed between the Purchaser(s) and the Occupier(s)/Lessee(s) and the defaults of the Occupier(s)/ Lessee(s) shall be treated as that of the Purchaser(s).
- 9.16.** To plan and distribute the flat's electric load in conformity with the electric systems installed by the Promoter and thereafter by the Association of Allottees/Maintenance Agency. The Purchaser(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 9.17.** To enable the Promoters/Maintenance Agency/ Association of Allottees, to deal effectively with the security of the Apartments/Flat/Project and maintenance of order therein, the entry be regulated. For this purpose, the Purchaser(s) agrees that the Promoters/Maintenance Agency/ Association of Allottees shall be free to restrict and regulate the entry of visitors/ anyone into the Project whom it

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considers undesirable. In case of insistence, the security staff of the Project will be at liberty to call upon the Purchaser(s)/occupant to come to the gate to personally escort the persons from the gate to his/her Apartment and assume the responsibility of escorting them out as well. The provision of security services will not cast any liability of any kind upon the Promoters/Maintenance Agency/Association of Allottees.

**9.18.** The Association of Allottees shall have the irrevocable right, to be exercised by the Board or Manager to have access to each Apartments/Flat from time to time during reasonable hours with reasonable advance notice for the maintenance, repairs or replacement of any of the Common areas or Facilities therein, or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common areas and Facilities or to any other Apartments/Flats.

#### **10. RIGHTS OF SELLER**

The Purchaser(s) hereby confirm and unconditionally agree that:

- 10.1** The Seller shall, if permissible by the relevant authorities and under the applicable laws, may make additions to the project including any additional FAR, raising floors, putting up additional structure etc. and all such additions shall be the sole property of the Seller which will be solely entitled to sell/ transfer/ use / deal it in any manner.
- 10.2** That the Promoter shall be entitled to additional construction or parts thereof as approved by the competent authority and after obtaining desired permissions as specified in the prevailing laws, on the said building and for those any such additional construction the Promoter shall be entitled to use the common amenities, facilities, utilities etc. and Promoter also be entitled to connect the electric, water, sewerage drainage etc. for the said additional construction in consultation with association/ maintenance society and/or additional constructions will be sole and exclusive property of the Promoter and the Promoter shall be entitled to deal with or dispose them off in such a manner as the Promoter

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may deem expedient and Purchaser(s) shall neither be entitled to raise / set up any claim or demand over the said additional construction nor shall raise / create any obstruction / hindrance of any nature whatsoever on such right of the Promoter about any such additional construction. The Purchaser(s) shall not claim any right, title or interest on any such additional construction or the Purchaser(s) will not be entitled to raise any kind of objection or hindrance about any temporary or permanent construction to be made by the Promoter or anybody on his behalf.

**10.3** That the Promoter has absolute and full right over the terrace of the Towers. The Promoter shall be entitled to carry out permissible construction over the roof/ top terrace of the building or any part thereof and the Purchaser(s) will not be entitled to raise any kind of objection or hindrance about any temporary or permanent use of the same by the Promoter or any other buyer(s)/ Person(s) authorized by the Promoter.

**10.4** The Seller, in order to facilitate any future construction/ maintenance or repair work of the said building at any time henceforth, shall be entitled to fix any scaffolding or machinery as may be required for use by the workmen or for carrying materials and the Purchaser(s) shall not raise any objection with respect to the same.

**10.5** In case the Seller or its representative(s), henceforth, desires to cause earth cutting in any part of the land for the purpose of making any sort of underground facility or development, the Purchaser(s)/RWA/ Association of Allottee(s) shall confirm that he shall extend necessary cooperation in that regard and shall not be entitled to raise any objection thereto.

**10.6** The Promoter shall be entitled to put neon/electronic sign boards, name plate of its establishment/Promoter name, advertisements etc. inside or outside the premises, on roof top of the building and common area and use such open, free space for brand promotion. The Purchaser(s)/ Association of Allottees of the building will neither have the right to remove/change/alter such sign boards or advertisements

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nor will they have any claim on the revenue (if any) generated there from.

**10.7** Convenient shops, Stores, dining hall, ATM space, Kiosk etc. Built in any part of the said Project/ whole project are in the nature of the saleable units and therefore shall be the exclusive property of the Seller and it shall be free to deal with it.

**10.8 Club House Facilities:**

- a) The Promoter has meticulously designed a clubhouse (community area) having associated amenities & facilities and swimming pools. The maintenance and operation of the clubhouse will be done by the Promoter or the Maintenance Agency as appointed by the Promoter. The maintenance agency is authorized to establish rules and regulations governing the use of club facilities, and the Allottee agrees to comply with such rules. Access to the Club House and its amenities are contingent upon the payment of membership charges, subscription charges, operation charges, usage charges, etc. as determined by the Promoter/ appointed Agency. These charges, along with the applicable taxes, are subject to change by the maintenance agency, in accordance with the terms and conditions of this agreement executed in favour of the Allottee and the Club House's bye-laws.
- b) The Allottees shall be entitled to only a limited right to use of the said facilities and no ownership right or title shall be transferred by the Promoter and the ownership rights of the Club House shall continue to be vested with the Promoter.
- c) Any allottee defaulting in payment of usage charges or maintenance charges for availed club house services shall be denied access to the club house facilities. The decision of the maintenance agency in such instances shall be deemed final.
- d) The Allottee acknowledges and accepts that the completion and possession of the flat(s) are independent of the operational status of the Club House. The Allottee(s) explicitly agrees not to raise any claims or objections regarding this matter.
- e) Following the complete development of the entire project and the formation of

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the Resident Welfare Association (RWA), the maintenance responsibilities for the club will be transferred to the RWA.

- f) Allottee(s) agree to execute a separate Club Membership Agreement along with the Conveyance Deed, in the standard format provided by the Promoter or the Maintenance Agency.

## **11. USE OF COMMON AREA AND FACILITIES**

**11.1** The Promoter has conceived and planned various Common areas, Amenities and Facilities in the Whole Project. These Common areas, Facilities and Amenities developed/ to be developed shall be common for all occupants of the whole project. Therefore, it has been clearly explained by the promoter to the Purchaser(s) and further agreed by the Purchaser(s) that the Common areas and facilities of Whole project along with the Common areas and facilities of the said project are common and buyers of whole project are equally eligible to use the same. The Purchaser(s) of the Whole project shall have equal rights in the Common areas and facilities of the whole project and the Purchaser(s) shall not obstruct and/or cause any hindrance to any buyer(s) belonging to any phase/ Tower in the Whole project.

**11.2** That the Purchaser(s) hereby agrees that his/her right to use of Common Areas and Facilities developed with the said Project and/or the Whole Project shall be subject to the timely payment of total maintenance charges and performance by the Purchaser(s) of all his obligations in respect of the terms and conditions specified under this Deed as well as by the Owners Association from time to time. The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Purchaser(s) agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.

**11.3** The Purchaser(s) agree and confirm that the right to use the common areas and facilities shall be governed by the Promoter till the formation of association and as

per the maintenance agreement/ bylaws/ maintenance guidelines as prescribed by the association formed in this respect. The Purchaser(s) shall have no claim, right, title or interest of any nature or kind in respect of any unsold units and / or unallotted /un earmarked spaces and /or limited common areas and facilities in the said project, which shall always remain the absolute property of the Promoter, until any right or title of any of such assets or property is specifically transferred or assigned by the Promoter to the Society or any other Purchaser(s)/Person(s). Thus, except the ownership rights of the Flat and the limited right to use and enjoyment of common areas and amenities such as lifts, recreational facilities, water and electricity arrangements etc. and the right of ingress and egress in respect of any of the common areas such as passages, lobbies, staircases; the Purchaser(s) shall have no right of any kind with respect to any other property, moveable or immovable or any part thereof, whatsoever in the said project.

**11.4** That the Purchaser(s) shall at no time demand partition of his interest in the said land and building and any part thereof. It is hereby agreed and declared by the Purchaser(s) that his interest in the said land and building is undivided, impartibly and it is agreed that the Promoter shall not be liable to execute any assignment or any other document in respect of the exact undivided, impartibly underneath share of the Purchaser(s) in the said land.

**11.5** The Common areas and facilities shall not be transferred and remain undivided and the Purchaser(s) and no other flat owner or any other person shall bring any action for partition or division of any part thereof, and any covenant to the contrary shall be void.

**11.6** That the Purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open spaces and other common passage of the building.

**11.7** As per applicable laws, Promoter has made provision for parking. The Purchaser(s) hereby undertake that they shall not enclose the said parking space in any manner

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or use it for any purpose other than parking and they shall be deemed to be only a licensee of the parking space. The Purchaser(s) agrees that the parking space allotted to them is inseparable and integral part of the said Flat. In case of the sale / transfer of the flat to a new buyer(s), the parking earmarked with the flat shall also be automatically transferred to such new buyer.

- 11.8** The Purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the building.

## **12. NATURE OF FLAT TO BE OWNED BY THE PURCHASER(S)**

- 12.1** That the said Flat hereby conveyed be used for residential purpose only. That the Purchaser(s) are entitled to transfer the aforesaid Flat by way of sale or of any other legal mode.
- 12.2** That the Seller hereby agrees and assures the Purchaser(s) to provide necessary documents to the Purchaser(s) in getting the Flat transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the Purchaser(s) shall have full right to get the flat transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.
- 12.3** That except Ownership rights in the construction of the said Flat hereby sold, Purchaser(s) shall have no claim, right, title or interest of any kind in respect of said building and roof of the said building, Terrace/ Sky Garden, Club and other common Amenities and Facilities in the project. However, the Purchaser(s) of the said flat shall have only right to use all common facilities except as herein above provided.

## **13. PAYMENT OF TAXES AND OTHERS DUES**

- 13.1** THAT the Purchaser(s) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Flat by any authority or body or Govt. from time to time.

- 13.2** THAT the SELLER shall pay all taxes including House Tax, Water Tax, Property

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Tax and all other Tax imposed upon the aforesaid flat by any authority or body or Govt. till the possession or date of execution of this deed, whichever is earlier.

- 13.3** THAT in case any dues are outstanding against the SELLER or their predecessors in interest in respect of flat hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the SELLER and not the Purchaser(s).

#### **14. MAINTENANCE**

- 14.1** That the Purchaser(s) is liable to pay One-time Interest Free Maintenance Security '(IFMS)' to the SELLER before execution of the Sale Deed. IFMS shall be non-refundable in all respects. After formation of RWA and transfer of common areas for maintenance, NET off IFMS money (without any interest) will be transferred to the RWA in the form of FD. The principal amount from the IFMS can be withdrawn by the RWA only if minimum 75% of the allottees provide their consent in the Annual General Meeting of the RWA.
- 14.2** That the Purchaser(s) further agrees to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the Promoter/ Authorized Agency to the Purchaser(s).
- 14.3** That if the Purchaser(s) defaults or fails or neglects or refuses to make payment of the aforesaid maintenance charges, then the Promoter/ Authorized Agency will be entitled to recover the same through Court of Law at the cost of the Purchaser(s).
- 14.4** The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the Allottees/ RWA upon the issuance of the completion certificate or deemed completion of the project. That the promoter will maintain the premises only till the formation of Society/RWA by the residents.
- 14.5** However, if the association of Allottees is not formed within one year of completion certificate or from the date of deemed completion, the Promoter will be entitled to

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collect from the Allottees amount equal to the amount of monthly maintenance paid in the previous year + 10% in lieu of price escalation for the purpose of maintenance for next one year on the sole discretion of the Promoter. The Promoter will transfer the balance amount available with him against the maintenance charges to association of Allottees/RWA once it is formed. It is mandatory on the Allottee(s) to sign the Maintenance Agreement with the Promoter or the Maintenance Agency nominated by the Promoter as and when informed by the Promoter.

- 14.6** It will be mandatory for every allottee to join the RWA as per the provisions of U.P. Apartment Act 2010. If allottees fails to form or join RWA, within 1 year of obtaining Completion Certificate or fail to pay the maintenance charges then promoter shall be released from his liability to maintain the project after expiry of 1 year.
- 14.7** The Allottee shall be liable to separately pay the recurring Power Back-up charges for its unit at the rates as fixed by the Promoter/ Maintenance Agency/ AoA/ RWA from time to time.

**15. ELECTRIC CONNECTION**

THAT the Purchasers shall take their own electric connection from UPPCL Electric Supply Undertaking and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The Purchasers shall obtain a "No Objection Certificate" from the seller for its purpose. Other fittings like bulb, tube fittings, fans, coolers, air-conditioners etc. will be installed by the Purchaser(s) and the same shall be exclusive property of the Purchaser(s).

**16. DEFECT LIABILITY CLAUSE:**

It is agreed that in case, any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Seller as per the agreement

relating to such development is brought to the notice of the Seller within a period of 5 (Five) years by the Purchaser from the date of offer for possession or the date of obligation of the Promoter to give the possession to the Purchaser, or the date of possession decided by Seller on which it offers possession to Purchaser, whichever is earlier, it shall be the duty of the Seller to rectify such defect without further charge, within thirty days, and in the event of Seller's failure to rectify such defect within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the 'ACT'.

However, in case any damage to the Apartment/ Building is caused by the Purchaser(s) and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the Purchaser(s)/ Association of Owners and/or any damaged caused due to Force Majeure shall not be covered under this clause. Provided that, the Seller shall not be liable for, any such structural/ architectural defect induced by the Purchaser(s) by means of carrying out structural or architectural changes from the original specifications/ design.

In case of any structural defect pointed by the Purchaser(s), the same shall be referred to a registered architect or engineer, as deputed by the Seller and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Purchaser(s) falls under the provision of the act.

For the sake of clarity and avoidance of any doubts, whatsoever, the following are the inclusions in relation to defect liability of the Seller.

**Inclusions:**

- Structural seepage issues (except due to any alteration done by Purchaser(s));
- Excessive crack or damage in wooden items such as doors and rail tops; if any (polishing excluded).
- Major cracks in masonry work that are induced as result of failures of reinforced cement concrete (RCC) or structural mild steel (MS) work;

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- Plumbing pipe leakage (except any damage done due to drilling done by Purchaser(s)); and
- Any defect, which is established to have occurred on account of negligence or use of inferior materials by the Promoter.

Notwithstanding anything contained in this clause, the following exclusions are made in relation to defect liability of the Promoter:

**Exclusions:**

- Damage in fitments such as Door handles, UPVC/Aluminum Door, Windows handles or fitting, lights, Locks, Door stoppers, Sanitary Items and C.P. Fittings (W.C., Basin, Tap, Mixer, Shower, Bib Cock, Traps) because of mishandling/normal wear and tear;
- Any damage of plaster due to mishandling between door frame and wall because of rough usage or carelessness during stormy weather;
- Minor crack and seasonal alignment in wooden items like doors, rail tops, and wooden flooring. Warping in wooden flooring due to non- occupancy of unit for long time (especially during rainy season);
- Any mechanical issue in the Air Conditioner (if provided);
- CP fitting if provided;
- China Ware if installed;
- Electrical Switches, MCB, Geysers, Lights fitting and Equipment's such as lifts, generator, motors, STP, transformers, gym equipment's etc which carry manufacturer's guarantees for a limited period;
- Glass Work if any; and
- Slight hairline cracks, due to temperature variations.

**17. VIOLATIONS BY THE PURCHASER(S)**

The Purchaser(s) understands that if they, at any time

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- a. Violates or fails to abide by the terms and conditions of this Deed and / or
- b. Fails to fulfill their duties and obligations under the terms and conditions of this Deed and / or
- c. Causes or allow to be caused any obstruction or interference of whatsoever nature to impede / prevent the Promoter from exercising its legal right(s) in dealing with the project and / or
- d. Causes or allow to be caused any obstructions or interference in the activities of the Promoter with respect to the project; then the Promoter shall be entitled to take all such steps that may be required to enforce the Purchaser(s) to abide by the conditions laid down in this Deed including but not limited to exercising its right to claim damages and / or take such other action or seek such other legal remedy as the Promoter may decide.

**18. EXPENSES IN RESPECT OF SALE DEED**

- a. The Purchaser(s) shall participate towards registration of this deed of the flat, as provided under sub-section (1) of section 17 of the Real Estate (Regulation and Development) Act, 2016 (“ Act”).
- b. THAT all the expenses for execution and registration of this sale deed shall be borne by the Purchaser(s) and in case any deficit or penalty in respect of payment of stamp duty is levied, the same shall be borne and paid by the Purchaser(s).

**19. FORMATION OF SOCIETY:**

THAT after handing over the possession of the Flat to the Purchaser(s), till the formation of society, the Z.M. Enterprises Pvt. Ltd. Limited/Authorized Agency will be maintaining the common facilities leading to ingress and egress of the flat, the built-up area of which is hereby sold, and all respective purchaser(s) shall pay to the Z.M. Enterprises Pvt. Ltd. Limited / Authorized Agency towards such maintenance charges at the rates decided from time to time and after the formation of the society, all

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purchaser(s) shall pay to the society as decided by the same from time to time, for which the necessary notice will be given by the Seller/ Authorized Agency to the purchaser(s) and on default of the purchaser(s) or failing or neglecting or refusing to make Payments of the said maintenance charges, seller/ Authorized Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser(s). That the purchaser(s) or his/her subsequent buyers shall always be liable to abide by and comply with the by-laws and rules and regulations of such Maintenance Society.

**20. LIABILITY OF PURCHASER(S)**

- a. That before transfer of the said Flat either by Purchaser(s) or any of their transferee(s), the Purchaser(s) or any of their transferee(s) shall have to obtain the 'No Objection Certificate' from Z. M. Enterprises Pvt. Ltd./ Authorized Agency/ Society', who are maintaining the aforesaid building regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Purchaser(s) or any of their transferee(s) transfer the said flat without obtaining the said 'No Objection Certificate' from Z. M. Enterprises Pvt. Ltd./ Authorized Agency/ Society' then in that event the new owner or owners of the said flat shall have to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said flat, to Z. M. Enterprises Pvt. Ltd./ Authorized Agency.
- b. That in case of resale of the Flat by the Purchaser(s), the transferee shall always be bound by the terms and conditions contained herein and, in the Agreement, to Sell.
- c. THAT the Purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies, open spaces and other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said residential apartments, parking of personal vehicles in the open spaces shall however, be permitted.
- d. THAT the purchaser(s) shall keep the flat in good condition so as not to endanger, the

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safety of the flats on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force majeure conditions arises in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore then the purchaser(s) agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the super area of his/her/their flat bears to the sum total super area of all the apartments existing at the time of the destruction, provide that the cost of the civil works of the apartments hereby sold akin to the apartment as existed at the time of destruction would be borne by the purchaser(s) of the respective flats. The purchaser(s) of the ground floor shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association Society of purchaser(s) as described hereinabove.

- e. THAT neither Purchaser(s) nor the SELLER will in any manner block the common passages to the stair or stairs going up and down. In case if anybody does so, the association/occupiers of the other Flats shall have a right to remove such obstructions forthwith with the cost of the wrong doers.
- f. THAT the Purchaser(s) shall not at any time dig, demolish or cause to be dug or demolish any part of the said building.
- g. THAT the Purchaser(s) undertake and agree not to chisel, chip in any manner or cause damage to any of the structural materials, pipes, ducts, electric wires and other fittings passing or contained in his flat or in any other part of the said building.
- h. THAT the Purchaser(s) shall not throw or accumulate any dirt, filth, rubbish, garbage, rags or other roughage or permit the same to be thrown or accumulate in any portion of the building. The Promoter/Maintenance Agency/Association of Allottees shall be entitled to remove the same without giving any notice to the Purchaser(s) and to take them in its custody at the risk and responsibility of the Purchaser(s) and no claim shall be made by the Purchaser(s) against the Promoter / Maintenance Agency / Association of Allottees in respect of such goods. The Purchaser(s)/ occupant(s) shall dispose the waste in accordance with the rules regarding the same, as set out by the

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Promoter / Association of Allottees.

- i. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Flat to the Purchaser(s) and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the Seller after the date of registration of this Sale Deed.

## **21. NOTICE**

That all letters, circulars, receipts and / or notices issued by SELLER dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the Purchaser(s) given herein above will be sufficient proof of the receipt of the same by the Purchaser(s) and shall completely and effectually discharge the SELLER in respect of the same.

## **22. INDEMNIFICATION**

THAT if any relative, successors, heirs of SELLER or any person claims any right or privileges in respect of the flat hereby transferred it shall be rendered illegal and void by virtue of present Sale Deed and if the Purchaser(s) is deprived of aforesaid Flat by reason of any defect in the title, the SELLER hereby undertake to indemnify the Purchaser(s) against all losses suffered by the Purchaser(s) due to such loss or losses.

That the Purchaser(s) hereby indemnifies and agrees to keep the SELLER indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the SELLER may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and/or any other such charges payable by the Purchaser(s) in respect of the said Flat from the date of execution of this Deed.

## **23. WAIVER**

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Deed or any forbearance or extension of time given to the Purchaser(s) to fulfill his obligations and abide by the terms of this Deed shall not be construed as a waiver

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on the part of the Promoter or any breach or non-compliance of any of the terms and conditions of this Deed by the Purchaser(s) nor shall the same in any manner prejudice or affect the rights of the Promoter.

**24. SPECIFIC PERFORMANCE**

The Promoter hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Deed. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

**25. SEVERABILITY**

If at any time, any provision of this Deed shall be determined to be void or unenforceable under any applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, as the case may be, and the remaining provisions of this agreement shall survive and remain valid and enforceable with full force and effect. However, if any of the provisions, attributable to the above causes, has to be deleted / replaced, then the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provisions being deleted / replaced such that it preserves and protects the interest of the Parties under this Deed.

**26. GOVERNING LAW**

That the rights and obligations of the Parties under or arising out of this Deed shall be

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construed and enforced in accordance with the laws of India for the time being in force.

**27. JURISDICTION**

That, the Courts of Uttar Pradesh, at Lucknow bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.

**28. DISPUTE RESOLUTION**

Any dispute, difference, controversy or claim (“**Dispute**”) arising between the Parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the Parties by mutual negotiations and Agreement. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall then be referred to the sole Arbitrator and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (“the **Arbitration Act**”) and the decision of the Arbitrator shall be final and binding upon the Parties. The venue of arbitration proceedings shall be Lucknow. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the Parties in equal proportions.

**29. SAVINGS**

Any brochure, application, letter, allotment letter or any other document signed by the Seller(s)/Purchaser(s), in respect of the flat, or building, as the case may be, prior to the execution and registration of this deed for such flat, shall not be construed to limit the rights and interests of the Purchaser(s) or the Promoter under this deed, under the Act, the rules or the regulations made there under.

**30. ASSIGNMENT**

The Purchaser(s) shall be free to assign any/all of its rights under this deed and rights with respect to the Project and the Land to any other person/entity [**Assignee(s)**] and the Promoter shall not be entitled to object to the same in any way. With effect from the date of such assignment by the Purchaser(s), the term ‘Purchaser(s)’ as interpreted in

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this deed and for all purposes herein, shall mean the Assignee(s).

31. That this sale deed has been drafted by the undersigned as per instructions and documents provided by the Parties for which they shall be responsible.
32. That the identification of the Parties has been done on the basis of the documents provided by them.

### VALUATION AS PER CIRCLE RATE

#### 1. LOCATION OF ROAD

THAT the Flat transferred under this deed is situated at Village Baghamau, Pargana, Tehsil & Distt. Lucknow, which is falling near Gomti Nagar Extension, Sector-6, Lucknow, which is assessed as given in Circle Rate List, issued by Collector, Lucknow.

#### CALCULATION

That the proportionate area of the land hereby sold is

About \_\_\_\_\_ sq. meter ( \_\_\_\_\_ sq. Mtr. X \_\_\_\_\_ Sq. Meter/= \_\_\_\_\_ sq. meter)

(proportionate area for only stamp duty purposes) the value whereof @ Rs.

\_\_\_\_\_ /- per sq. meter comes to Rs. \_\_\_\_\_ /-. Being a corner plot 10% extra

/- Only. The total carpet area of flat is about sq. meter, and value thereof @ Rs.

\_\_\_\_\_ /- per sq. meter comes to Rs. \_\_\_\_\_ /-. The total value of land and

construction of the flat comes to Rs. \_\_\_\_\_ /- Only. while Actual Sale Consideration

is Rs. \_\_\_\_\_ /- Only. As both the Purchasers have equal Share in the Flat hence Stamp

Duty of Rs. \_\_\_\_\_ /- is payable as per government notification order no. S.V.K.N.I.-

5-2756/11-2008-500 (165)2007 Lucknow dated 30.06.2008. However, an amount of Rs.

/- is already paid at the time of agreement to sell duly registered on in the office of Sub

Registrar-II, Lucknow, vide book no.1, zild no. \_\_\_\_\_ on pages \_\_\_\_\_ to \_\_\_\_\_ as serial no.

\_\_\_\_\_.

Thus, after deduction, the stamp duty payable is Rs. \_\_\_\_\_ /- which is being paid by the Purchaser through E-Stamp No.IN-UP dated \_\_\_\_\_

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**SCHEDULE OF PROPERTY**

Flat Bearing No. \_\_\_\_\_ situated on the \_\_\_\_\_<sup>th</sup> Floor of Tower \_\_\_\_\_, in the Project known as “**The Royal Retreat**” developed over Plot No. “GH-07” in the integrated Township named ‘Shalimar One World’ having Carpet Area \_\_\_\_\_sq. feet i.e. \_\_\_\_\_Sq. Meters built over a said land at Village Bagahamau, Pargana, Tehsil & Distt-Lucknow, which is bounded as under: -

EAST : \_\_\_\_\_  
WEST : \_\_\_\_\_  
NORTH : \_\_\_\_\_  
SOUTH : \_\_\_\_\_

IN WITNESS WHEREOF the Parties have put their respective signatures on this deed of sale on the date, month and year first above written in presence of following witnesses.

**WITNESSES**

( \_\_\_\_\_ )

**Sellers**

( \_\_\_\_\_ )

**Purchasers**

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