

E-Stamp Certificate No. _____
(Issued dated : _____)

BRIEF PARTICULAR OF SALE DEED ..

1. Nature of Property :-
2. V. Code :-
3. Mohalla / Village
4. Detail of Property :-
5. Measuring of Property :- Total Area --- sq. ft. (---- sq. mtr.)
6. Status of Road :- --- feet wide
7. Sale consideration :- Rs. -----/-
8. Govt. Rate :- Rs. -----/- sq. mtrs.

PARTICULAR OF VENDOR :-

M/s AU Real Estate Services Pvt. Ltd, a company incorporated under the provisions of the companies Act, 2013, having its registered office at Bharat Bhavan, 10, New Rajdhani Enclave, Vikas Marg, Delhi – 110092, through its Authorised Signatory Mr. _____ S/o Late _____ (Aadhar No. _____) R/o _____, (duly authorized vide Board Resolution dated -----, passed by it's Board of Directors).

PARTICULAR OF VENDEE :-

Mr. _____ (Pan : _____ & Aadhaar No. _____) S/o _____ R/o _____.

SALE DEED FOR Rs. -----/-
Stamp Duty paid Rs. -----/-

DETAILS OF PROPERTY :- Shop No.----, ---- Floor in commercial complex known as "Family Hub" Situated at Plot No. Commercial Plot No. 1, Sector-2, Aditya World City, Ghaziabad, Uttar Pradesh. (hereinafter called the "SAID SHOP").

SALE DEED

THIS SALE DEED IS MADE AT GHAZIABAD (U.P.) on this day of _____, _____ between M/s AU Real Estate Services Pvt. Ltd (PAN-_____) a company incorporated under the Companies Act, 2013, having its registered office at Bharat Bhavan, 10, New Rajdhani Enclave, Vikas Marg, Delhi - 110092, through Mr. _____ S/o Late _____ R/o _____, Authorized Signatory, duly authorized vide Board Resolution dated _____ (hereinafter called the "VENDOR" (which expression shall include unless repugnant to the context their heirs, successors and assignees) of the One Part.

AND

Mr. _____ S/o Mr._____ R/o _____, hereinafter called the VENDEE (which expression shall include unless repugnant to the context their heirs, successors and assignees) of the Second Part.

WHEREAS the Vendor is the absolute and lawful owner of plot bearing no. Commercial Plot No.1 admeasuring 7,114.53 Sq. Meter, situated at Sector-2, Aditya World City, Off NH-24, Ghaziabad, UP-201002, here-in-after referred to as Said Land /Said Plot. The said land has been purchased by the Vendor from M/s. Agarwal Associates (Promoters) Limited & Others vide Sale Deed dated 13.04.2023 duly registered in Bahi No. 1 Zild No.9917 at Pages 1 to 32 at Sl. No. 3772 on 13.04.2023 in the Office of Sub Registrar Sadar Pancham, Ghaziabad, Uttar Pradesh. The Said Land is situated in an Integrated Township, Aditya World City, developed by M/s. Agarwal Associates (Promoters) Limited as a Lead Member of the Consortium at Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP-201002 ("Integrated Township");

And Whereas the M/s AU Real Estate Services Pvt. Ltd, Vendor, has constructed Commercial Complex known as "Family Hub" at Plot bearing No. Commercial Plot No.1, Sector-2, Aditya World City, Ghaziabad, Uttar Pradesh. The Ghaziabad Development Authority (GDA) had granted approval of commercial project vide their letter no GDA/BP/22-23/1483 dated 13.03.2023 to M/s Agarwal Associates (Promoters) Limited (AAPL), thereafter the Said Land/Said Plot was sold by M/s. AAPL & Others to the Vendor.

And Whereas the Vendee has seen all the documents of titles, sanction maps, compounding/completion drawings, possession and is satisfied about the authority vested in the Company/Vendor to sell the said Shop.

And Whereas the Vendee(s) named above, applied to the Vendor, for the purchase of the above said Shop No. --- at ---Floor in commercial complex known as "Family Hub" at Plot bearing No. Commercial Plot No.1, Sector-2, Aditya World City, Ghaziabad, Uttar Pradesh on the terms & conditions as contained in the Agreement for Sale dated _____.

And Whereas the Vendor has agreed to sell to the Vendee above Shop No.---- at ---- Floor, "Family Hub", at Plot bearing No. Commercial Plot No.1, Sector-2, Aditya World City, Ghaziabad, Uttar Pradesh for a consideration of Rs. _____/- (Rupees

_____ Only) and this entire consideration amount has been received by Vendor in full and final settlement of said Shop.

And Whereas the Vendee has carried out the inspection of the building/said Shop, and has satisfied themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fittings installed and/or provided therein and also the common areas and facilities and also the nature, scope and facilities in the complex.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER :-

1. That in consideration amount of Rs. _____/- (Rupees _____ Only) of the above said Shop which has been paid by Vendee and received by Vendor on or before execution of this indenture, the said Vendor do hereby transfer by way of sale above said Shop as mentioned hereinabove on as is where is basis.
2. That Vendor has handed over the physical possession of above said Shop to the Vendee simultaneously with the execution of this deed.
3. That upon taking possession of Shop, Vendee shall have no claim against the Vendor as to any item of work, quality of work, material, area of Shop, design of shop, installations etc. in said Shop, facilities, amenities and services available for the said shop or any other ground whatsoever.
4. That the Vendor hereby declares and assures Vendee that they are rightful owner of said Shop with full rights to deal with same. The said Vendor further declares and assures the Vendee that said Shop under sale is free from all sorts of encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes and defects in the title.
5. That all taxes such as House Tax, Water Tax, Sewerage Tax, or any other taxes or charges shall be payable by Vendee from the date hereof or when possession of said Shop had been taken, whichever is earlier. All previous dues of the said Shop will be paid by the Vendor, if any.
6. The Vendee shall not raise any objection, claim any reduction in price of Shop agreed to be acquired or claim, any compensation on the ground of inconvenience due to cause aforementioned or any other cause whatsoever.
7. (a) The terraces, roofs, parapet walls, central atrium and all open space in front of Shop shall continue to be the property of Vendor and the Vendor shall be entitled to use/sell them for exhibitions, kiosk or canopy etc. or for any purpose whatsoever and also the Vendor shall be entitled to use all the walls and spaces of the building/complex for hoardings etc. other than the space provided to the Vendee for hoardings/sign board. Any owner or association of owners will not be allowed for any type of encroachment/construction claim or to run any business or business promotion activity on the above said areas.

- b) Any type of encroachment/construction in the entire complex and open space will not be allowed to the Shop owner/association of the Shop owners.
- c) The Vendee shall not be entitled to use any space for hoardings or signboard except the space provided i.e. front façade of the Shop and all that hoarding or signboard must be of specific size and color scheme having with the prior approval of Vendor/Maintenance agency.

8. All expenses regarding electric meter, connection & Power Back up charge will be borne by the Vendee.
9. The maintenance, upkeep, repairs, security etc. of the "Family Hub" including common area will be organized by the Vendor or its Nominee/Maintenance Agency. The Vendee has already signed the maintenance agreement with its Nominee/Maintenance Agency. The Vendee shall pay maintenance charges which will be fixed by the Vendor or its nominee from time to time alongwith GST or any other tax if imposed by the Govt./Local body or any competent authority. The electricity charge will be through prepaid electric supply meter. The delay, if any, in payment of maintenance charge & electricity charge will make the Vendee liable for interest @15% per annum. Non-payment of any of the charges within the time specified shall also dis-entitle the Vendee to the enjoyment of common services including lifts etc. The Vendee consents to said arrangement whether the building is transferred to the Association of the Shop Buyers or other body corporate. The Vendee consents to this that in case of further sale / change in ownership of his/her/their Shop a NOC from Vendor and existing maintenance body is required for sale of Shop for the clearance of maintenance dues/any other dues. All the terms condition will be binding on the successor owner/user of the Shop. If sale/change in ownership is affected without NOC then the vendor/Nominee/maintenance agency shall have lien over the aforesaid shop to the extent of outstanding dues of maintenance & electricity charges and the new owner shall be liable to pay the same before taking possession of the aforesaid shop.
10. The maintenance charges will be charged in both the conditions whether the Shop remains functional or close (unused) if the Vendee does not run business activities within three months after getting the possession and the Shop remains closed then the Vendor or his nominee shall be entitled to charge the maintenance charges thrice in lieu of the agreed.
11. The Vendor or its nominee shall be entitled to enter in the Shop, whenever it is required for the maintenance of the common services provided and the Vendee will not have any objection for the same.
12. The contents of each Shop along with the connected structural part of the building shall be insured by the Vendee at his own cost against the fire, earthquake etc. All charges towards insurance will be paid by the Vendee either by him individually or through society collectively if so formed for the maintenance of building. The Vendor after handing over the possession shall in no way be responsible for safety, stability etc. of the shop.

13. In case of any natural calamity or any other adverse situation of any kind, or act of God, the Vendor shall be in no way responsible for all or any of the losses/damages of any kind. The Vendees of Shop shall however be entitled to their proportionate share in the Land/Plot.
14. That the Vendee shall not be entitled to make such type of interior designing which causes damages to the structure and safety of the building and if the Vendee does so he will be liable to pay all the damages.
15. That the Vendor covenants with the Vendee that they shall peacefully hold and enjoy said Shop without any interruption by the Vendor or by any person claiming under the Vendor. The Vendee shall have right to sell or rent the Shop to any person.
16. That the Vendee shall not use and cause to use the said Shop for any Meat Shop, Liquor/Wine/Beer Shop Lathe Machines or any heavy machines/ small factory or any act which causes pollution etc or and other activities which is not permitted in Shop.
17. That the registration expenses such as cost of the stamp papers, registration fees and the execution charges have been borne and paid by the Vendee. And the Vendee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the Shop for the stamp duty.

IN WITNESSES WHEREOF, the Parties have executed this Conveyance Deed on the place, day, month and year first above written in the presence of the following witnesses:

SIGNED, EXECUTED & DELIVER

Vendor
(.....)

Vendee(s)
(.....)

Authorized Signatory

For and On Behalf of
M/s AU Real Estate Services Pvt. Ltd

WITNESSES:

1.

2.