

SALE DEED

THIS DEED OF SALE is made at Bareilly, Uttar Pradesh on this ____ day of _____, _____.

BY

M/s AURIKA HOMES PRIVATE LIMITED, a company registered under the companies act 2013, having its registered office at Shop No. 8, Ground Floor, C.S.C AGCR Enclave, New Delhi - 110092 (**Company PAN No. AAVCA7397N1ZE**) acting through its **Authorised Signatory** _____ **S/o** _____ **R/o** _____ (**PAN No.** _____) who is duly authorized vide Board Resolution dated _____, to execute this Sale Deed and which expression shall unless repugnant to the subject or context or meaning thereof, be deemed to include its successors, executors, administrators, liquidators, official receivers, agencies and assigns (hereinafter referred to as the **"Seller"**) of the **FIRST PART**;
IN FAVOUR OF _____, **S/O.** _____ (**PAN No.-** _____), **R/o.** _____, which expression shall unless repugnant to the subject or context or meaning thereof, be deemed to include his/her/their heirs successor, legal representatives and assigns (hereinafter referred to as the **"the Purchaser"**) of the **OTHER PART**.

WHEREAS the Seller is the absolute Owner of the Land measuring 6.38 acres (approximately) situated at Village Mudiya Ahmed Nagar, Bareilly, Uttar Pradesh more particularly provided in Schedule I (hereinafter referred to as the **"said Land"**).

AND WHEREAS the Seller is constructing and developing a residential project named as "The Residences", wherein it is also constructing and developing retail commercial shops/ space and has named it as "Aurika Avenue" (herein referred to as "The Project") on land admeasuring approx. 6.38 Acres comprising in K.Nos. 161, 162, 163, 164, 168, 254 and 256, Near Bada Bypass, Bareilly, Uttar Pradesh. The Residences is duly registered with Uttar Pradesh Real Estate Regulatory Authority under registration no. UPRERAPRJ330166 Shop

AND WHEREAS the Seller had got approved the layout Plan/ Map of the said Land vide letter No. BDA/BP/24-25/0087 dated 13 Aug 2024 from the concerned authority and thereupon developed ShopRetail commercial shop/ space on the Said Land as per duly approved Layout Plan/Map and has named it as **"Aurika Avenue"**, which will be hereinafter termed as "The Project". Accordingly the seller is well and sufficiently entitled to sell the various unitsShop in the said Project which comprises of several ShopCommercial shops etc. of various sizes, dimensions forming part of the approved Layout Plan of the said Project.

AND WHEREAS the Purchaser has applied to the Seller for allotment of a **Commercial Shop bearing No. "_____" in Block "_____"**, having a **Carpet area of _____ sq. q.ft.**, in the said Project and accordingly the Seller has allotted a **Commercial Shop bearing No "_____"** in the said project as per the approved Plan thereof by the Concerned Authority (hereinafter after referred to as the **"said Shop"**) for a **total consideration of Rs. _____ (Rupees _____ only)** on terms and conditions contained in the

duly executed Agreement for Allotment (hereinafter referred to as the "**said Agreement**") issued by the Seller in favor of the Purchaser to his/her complete satisfaction as to the covenants enumerated therein, duly acknowledge by the Purchaser.

AND WHEREAS the Purchaser has inspected the Site, the Plans, ownership records/title deeds and other documents relating to the title and all other details of the said Project and the said Shop as well as the approvals, permissions and sanctions given by the Government and Statutory Authorities, which the Purchaser considered necessary and relevant for the purchase of the Shop in reference. The Purchaser has satisfied himself/herself about the right, title and capacity of the Seller to develop the said Project and to sell the said Shop and has understood all limitations and obligations thereof. Accordingly, the Purchaser has now expressed his/her desire to get this sale deed thereof executed and registered in his/her favour.

NOW THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. The Purchaser, in terms of the said Agreement has paid the **Total agreed Sale Consideration of Rs. _____ (Rupees _____ only)** to the Seller for the **Commercial Shop bearing No " _____ " in Block " _____ "**, having a Carpet **area of _____ sq.ft.** in the said Project, receipt whereof the Sellers hereby admits and acknowledges, the Seller does hereby transfer, convey and assign by way of sale unto the Purchaser the said Shop forming part of the approved layout plan of the said Project and more particularly described in the **Schedule-II** hereunder written together with all rights, liberties, privileges, easements necessary for the enjoyment of the said Shop to have and to hold the Said Shop together with all rights and appurtenances absolutely and forever.

2. The Purchaser has already paid to the Seller his share of charges paid to the Government or Local Authority for the provision of external and/or peripheral services. The Purchaser hereby unconditionally and irrevocably agrees to pay any additional/fresh taxes, charges or cess which may be levied by any governmental or Local Authority for the provision of the said services or any other services attributable/related to the Said Shop.

3. That the Purchaser further confirms and declares that he/she has inspected the physical condition of the said Shop and also the dimension of the said Shop and admits that the same is in conformity with the description given in this Sale Deed and that he has no claim whatsoever against the Seller in this regard.

5. That it is hereby clarified that the electric, water, sewerage connection etc. shall be obtained by the Purchaser directly from the Government or Competent Authority or Local Body at its own Cost, charge and expense. These charges are not included in the consideration of the Said Shop and shall be borne by the Purchaser.

6. That the Purchaser confirms that, he has full knowledge or has taken advice from the competent persons of all laws, rules, regulations, notifications applicable to the said Shop/said Land/said Project. The Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time all the requirements, requisitions, demands and repairs which are required by any Department / Authority /Government or any other Competent Authority in respect of the Said

Shop/said Land/said Project at his/her own cost and keep the Seller indemnified, secured on account of non-compliance with the said requirements, requisitions, demands and repairs.

7. That the Purchaser undertakes that the said Shop shall always be used for commercial purpose only. Any change in the specified use which is not in with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the condition entitling the Seller to initiate and seek appropriate legal remedy against the Purchaser for such violation.

8. The Purchaser shall not use the said Shop in a manner that may cause nuisance or annoyance to the occupants of the other Shops/Units in the Said Project, or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said Shop which tends to cause damage to any services or facilities or any Shops/Shops anywhere in the Said Project in any manner or interferes with the use thereof or of spaces or amenities available therein.

10. That the Purchaser shall have no right in any of the common areas in the said Project including the community building, open spaces etc. develop and/or to be developed by the Seller in the said Project. The Purchaser or any other person(s) claiming through the Purchaser shall not be entitled to bring any action for partition or division of the said area and facilities, or any part thereof. The Purchaser shall only have right to ingress/egress, or in respect of the open spaces and/or any of the common area such as parks, roads etc. in the said Project. The Purchaser hereby agrees and confirms that the purchaser shall not create any blockages, elevations, constructions in the common area.

11. That the Purchaser shall not pollute the environment and surrounding by noise or throwing or accumulating rubbish, dust, rags, garbage etc. anywhere in the said project save and except at areas /places specifically earmarked for these purposes and in the described manner, in the said Project.

12. That the said Project shall always be known as "**Aurika Avenue**" and this name shall never be changed, altered, edited, added with unapproved details by the purchaser. The name shall form integral part of the addresses.

13. That the Purchaser hereby undertakes to pay to the appropriate authority, all the rates, taxes (including VAT/GST), charges and assessments of every description including cess, municipal tax etc. which may be assessed, charged or imposed, at any time hereafter, upon the said Shop and building constructed thereon, from time to time and at all times from the date of sale of the said Shop by the Seller.

14. That it would be compulsory for the Purchaser to execute a separate Maintenance Agreement with the Maintenance Agency nominated by the Seller before taking over the possession, with regard to the terms and conditions of Maintenance of the said Project and shall be bound by the rules and regulations as described in the Maintenance Agreement. The purchaser shall also be liable to pay to the Maintenance Agency the charges as may be determined by the Seller or its nominated Maintenance Agency. All such charges shall be payable and be paid by the Purchaser to the Maintenance Agency periodically as and when demanded by the Seller/Maintenance Agency.

15. That in case the Purchaser has availed loan facility for purchase of the said Shop, the Purchaser hereby covenants with the Seller that after the execution and registration of Sale Deed regarding the said Shop, the original Sale Deed shall be received by the Seller on behalf of the Purchaser from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.

16. That the common areas and facilities shall remain under the control of the Seller until the same are transferred/ assigned to the legally constituted Resident Welfare Association of the Project or Government Agency or any other body of the Residential Project "The Residences" on the same land.

17. The Purchaser shall be solely responsible to maintain the said Shop at his/her own cost.

18. The Purchaser shall keep the said Shop, and related sewers, drains, pipes and appurtenances thereto or belonging thereto in good repair and maintain the same in a fit and proper condition.

20. The Purchaser shall not raise, breed or keep in the said Shop, any animal, livestock or poultry of any kind.

21. The Purchaser agrees to permit the duly authorized representatives of the Seller/Maintenance Agency to visit the said Shop at all times with prior notice to the Purchaser, to inspect the same and in case of an emergency without any notice.

22. That the Purchaser further assures that whenever the title of Purchaser, in the said Shop, is transferred in any manner whatsoever, such transferee shall be bound by all the covenants and conditions contained in this Deed and Said Agreements previously entered with the Seller.

23. That whenever the title of the said Shop is intended to be transferred in any manner whatsoever, the transferor shall prior to execution and registration of transfer deed shall pay the outstanding Maintenance and other charges payable to the Maintenance Agency and obtain No Dues Certificate before effecting the transfer of the said Shop, failing which the Seller or the Maintenance Agency shall have the right to not recognize such transfer and further terminate providing any maintenance services to the said Shop.

24. That the Purchaser undertakes to comply with all the covenants, representations, warranties and undertakings contained herein or in the Said agreement and keep the Seller, its employees, representatives, agents and/or members/other residents in the said Project harmless and indemnified of all claims/actions, as may be brought by the Purchaser/ his coinhabitants/ his heirs or any persons claiming through him, and all losses, damages, penalties, attorney fee, etc., as may be suffered by the Seller on account of any Act or omission by the Purchaser in this regard.

25. That the Purchaser hereby further assures and undertakes to observe and perform all the covenants and conditions contained herein including the terms and conditions of Deeds, and to keep the Seller and its representatives, estates and effects, indemnified to the fullest extent from

all or any action, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlements and expenses relating to arising out of any act, conduct or breach of the Purchaser.

26. The Purchaser undertakes and agrees to Comply with the rules framed by the Seller and/or the Maintenance Agency appointed by the Seller. Further, the Seller and/or Maintenance Agency shall at its sole and absolute discretion have right to alter or modify the rules in the interest of the said Project.

27. That the Purchaser has borne all the expenses for the execution and registration of this Deed including cost of stamp duty, registration and other incidental charges. The Sale Deed in respect of the transaction involved herein, is valued for **Rs. _____ /-** **(Rupees _____ only) for the purpose of Stamp Duty in terms of the Indian Stamp Acts, 1899** and accordingly the stamp duty is being paid thereon. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/Concerned Authority along with consequent penalties/deficiencies as may be levied in respect of the said Shop conveyed by this Deed shall be borne by the Purchaser(s) exclusively and the Seller accepts no responsibility in this regard.

**SCHEDULE-I
SCHEDULE OF SAID LAND**

1. Khasra No. 161, 162 and 164 measuring 0.5220 Hectare was purchased by the Seller vide Sale Deed dated 01-09-2023, which was duly registered in Book No.1, Jild No. 14957 at pages 387 to 436 at S.No 13769 in the office of Sub-Registrar-Second, Bareilly.

2. Khasra No. 163, 168, 254 and 256 measuring 2.1480 Hectare was purchased by the Seller vide Sale Deed dated 01-09-2023, which was duly registered in Book No.1, Jild No. 14555 at pages 105 to 164 at S.No 13091 in the office of Sub-Registrar-First, Bareilly.

**SCHEDULE - II
SCHEDULE OF SAID UNIT**

That all the rights, title and interest of the Seller, into and upon Shop bearing Unit No. “_____” in **Block “_____”**, having a Shop area of _____ sq. mtrs, in the said Project situated at “**Aurika Avenue**” at Village Mudiya Ahmed Nagar, Bareilly Uttar Pradesh as per the approved Layout thereof by the Competent Authority. The Layout plan is enclosed herewith.

Boundaries:

North :

South :

East :

West :

In witness whereof the parties have hereto set their respective hands on the day, month and year first above written

WITNESSES:

1-

SELLER

2.

PURCHASER

3.