

SCHEDULE OF PROPERTY

1. Nature of Property : Commercial Unit/shop
2. Details of Property : Shop No.
Upper Ground Floor,
Constructed on Plot/Khasra
No. 1128(M), vill- NoorNagar,
Raj nagar Extension.
Ghaziabad, U.P.
3. Built up Area : _____ Sq. Meters /Sq. Feet
(Without roof rights)
4. Status of Road : _____ Meter Wide Road
5. Total No. of Storey in Building : Seven Storey
6. Status of Floor : Furnished/Semi Furnished

7. Category of Construction : Category _____
8. Land Value : Rs. _____/- per Sq. Meter
9. Any Rebate : _____
10. Two Side Open/Corner : Yes/No
11. Park Facing : Yes/No
12. Parking : Yes/No
13. Total Consideration Value : Rs. _____/-
/Market Value
14. Total Value as per Circle Rate : Rs. _____/-
15. Stamp Duty Paid : Rs. _____/-

Stamp Duty is paid as per the Notification vide Order No-SV.K.N.-5-2756/11-2008-500(1165)/2007, Lucknow, dated 30.06.2008 by the Uttar Pradesh Government Institution Finance, Tax & Registration Anubhag-5, alongwith 1% Reduction in Stamp Duty for woman upto the value of Rs. 10,00,000/-.]

Description of Property

Commercial Floor No. _____, Ground Floor, admeasuring _____ Square Meters (_____ Square Feet) constructed on Khasra/Plot No. 1128(M), without any terrace/roof rights Located in AVS City Square, Raj nagar Extension. (Village Noor Nagar) Ghaziabad, Uttar Pradesh and bounded by:

EAST : Shop/Unit _____
WEST : Shop/Unit _____
NORTH : _____ Meter Wide Road
SOUTH : Shop/Unit _____

(Hereafter referred to in this Deed as the "Demised Floor")

SALE DEED

THIS SALE DEED (the "Deed") is made and executed on this _____ day of _____, 2020, at Ghaziabad, Uttar Pradesh;

BY

M/s AVS INDIA INFRA PVT.LTD, a company incorporated under provisions of the Companies Act, 1956, having its Registered Office at D - 116, Defence colony, New Delhi - 110024 represented by its authorized signatory **Mr. _____ S/o**

Shri _____, appointed by virtue of a duly executed Company Board Resolution dated

---.2020 (hereinafter referred to as the "**Seller/Vendor**" which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in interest, affiliates, nominees, administrators, executors, legal/authorized representatives, attorney(ies) and permitted assigns). Phone No. 9818994972

PAN- AAOCA6765D

TO AND IN FAVOUR OF

Mr./Ms._____ S/W/D/o _____, R/o
_____.

Phone No. _____

PAN: _____

(hereinafter referred to as the "**Purchaser(s)/Vendee(s)**" which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, executors, legal heirs, nominees, legal representatives and attorney(ies), administrators and permitted assigns).

WHEREAS:

- (1) The Vendor have the Sale right and in possession vide power of attorney dated 08.03.2019 registered with sub registrar Ghaziabad vide App. No. -201900739026967 Bahi No. 04, Regi no -663, year - 2019 and consortium agreement dated 08.03.2019 registered with Sub registrar Ghaziabad vide App. No. - 201900739027051, Bahi No. 04, Regi No. - 661, year. 2019 and have a complete legal right to execute the said sale deed and fully competent to transfer the said Unit/Shop as per provision of law.

- (2) The Vendor has accordingly developed the said project under the name and style of "**AVS CITY SQUARE**" on the Project Land having received the required approval from the Competent Authority.

- (3) The Vendee(s) after inspecting, checking and verifying all the ownership records, title documents, approvals, licenses, sanctions, plans pertaining to Project Land and after having completely satisfied with the same had booked Commercial Unit No. _____ Ground Floor, admeasuring _____ Sq. Meters (_____ Square Feet) constructed on the Plot/Khasra No. _____, located in Raj nagar extension, Ghaziabad, Uttar Pradesh (hereinafter referred to as the "Demised Floor").

(4) Subsequently in accordance with the Request of the Vendee(s) the Demised Floor without any Terrace Rights was allotted by the Vendor to the Vendee(s) as per the terms & conditions stipulated in the Application Form and Allottee(s) Arrangement dated _____ (hereinafter referred to as the "**Arrangement**") was entered into.

(5) The Vendee(s), after having satisfied with the clear and marketable title held by the Vendor and the calculation of saleable area of the said Demised Floor, have paid the entire sale consideration of Rs. _____/- (Rupees _____ Only), towards the purchase of the said Demised Floor as per the agreed terms of payment. The Vendor does hereby accept and acknowledges the receipt of the said amount and in consideration thereof this Sale Deed with respect to the said Demised Residential Floor is executed in favour of the Vendee(s).

**NOW, THEREFORE, THIS DEED OF ABSOLUTE SALE WITNESSETH AS
UNDER:**

1. (a) That having received from the Vendee(s) the consideration of Rs. _____/- (Rupees _____ Only), the receipt whereof the Vendor hereby acknowledge and admit towards full and final consideration, the Vendor do hereby sell, assure, convey, grant, transfer, assign, grant by way of this sale completely all its rights, title and interests in the said Demised as described in details in the

Schedule of Property together with imitable and indivisible proportionate rights in the underneath Built up area of _____ Sq. Meters (_____ Sq. feet.) of the plot of land, over which the said Demised Floor has been constructed, along with consequential rights of possession, easements, privileges, appurtenances and right to use common areas and facilities such as

staircases, circulation area, mumty, walls, shafts, passages, corridors, lobbies etc. and other easements appurtenant thereto unto the Vendee(s) to possess and to enjoy the Demised Floor and all its right, title and interest, **TO HAVE AND TO HOLD** the same absolutely and forever free from all encumbrances, charges, trust, liens, claims and demands whatsoever. The said Demised Floor is shown with red colour in the Layout Plan attached herewith and marked as **Annexure-A.**

(b) That it is clearly understood and agreed by the Vendee(s) that the Vendee(s) shall not have any ownership rights in front and rear back on the Ground Floor, and therefore, no construction of any kind/nature whatsoever (whether temporary or permanent) shall be authorized/made on and above the front and rear back by the Vendee(s).

(c) That it is also clearly understood and agreed by the Vendee(s) that the Vendee(s) shall be permitted to use the terrace floor only for utility

inspection or maintenance with the permission of the Vendor who shall have absolute right on the Terrace Floor together with proportionate right on the land underneath of the Built up area of the floor.

2. That the Vendor is full-fledged and lawful owner of the Demised Floorspecified as aforesaid in the Schedule of Property and is fully competent and entitled to execute and get registered this Sale Deed in favour of the Vendee(s) and to confer a clear and marketable title in respect thereof in favour of the Vendee(s). The title of the Vendor is free from all types of encumbrances, charges, liens, acquisition proceedings, restraint orders, recovery attachment etc. up-to-date.
3. That the Vendor on this day has delivered actual, physical and vacant possession of the Demised Floor to the Vendee(s), forever and the same is acknowledged by the Vendee(s). The Vendor has completed all development works in this Demised Floor to fulfill their responsibility as per the approved layout/building plans and prior to taking possession of the demised Floor, the Vendee(s) has checked and inspected all the development works carried out by the Vendor and fully satisfied with that. Once the Vendee(s) takes possession of the Demised Floor, no complaint of any kind whatsoever shall be entertained either by the Vendor or the Maintenance Agency.

4. That with the execution of this Sale Deed and receipt of Possession as states hereinbefore the Vendee(s) shall have lawful right for all times to enter into, to occupy and enjoy ownership & possession of the Demised Floor with all attached common facilities and amenities without any letting, hindrance, interruption, disturbances, subject to terms, conditions, stipulations and restrictions contained in this Deed.

The Vendee(s) shall have unhindered right to passage and right of way to the roads adjoining the Demised Floor and Plot and shall also have right to use common services within the Project building, subject to such terms and conditions as may be laid down by the Vendor /Maintenance agency or the Government or local bodies, as the case may be.

5. The Vendee shall hereafter have all future rights to hold, use, enjoy and transfer or bequeath the Demised Floor, in lawful manner. However, It is clearly understood and agreed by the Vendee(s) that any transfer or alienation of the Demised Floor shall be subject to prior No Objection Certificate (NOC) from the Vendor or its nominated Maintenance Agency in compliance of Government Notification No. 1375/8-3-16-121 vividh/2016, dated - 17, October, 2016, which are subject to complete clearance of all the applicable charges, including electricity charges, water charges, sewerage charges, CAM (Common Area Maintenance) charges and any other service charges, from the Vendor and/or nominated Maintenance Agency. In absence of the said NOC, the Vendor and the Nominated Maintenance Agency shall have right to

refuse to register transfer of the Demised Floor in their records and having equal share in the Said Floor.

6. That the Vendee(s) or his assignees or nominees from the date of execution of this sale/conveyance deed of this Demised floor shall be liable to pay the all Charges, fees, taxes, levies, cess and imposts, as may be applicable from time to time including but not limiting to city level and building level CAM charges, water charges, sewerage charges and other such other charges, fees, levies, cess or imposts of

all and any kind by whatever name called. The Vendee(s) shall also be liable to pay any development charges or proportionate development charges as and when levied by the Local Authority/Body under the prevailing law and rules of the land on the AVS City Square or in the property(ies) therein.

7. That the execution of this Sale Deed is in supersession of all the previous agreements, understandings and arrangements and terms and conditions contained therein, which hereby finally and unequivocally culminate into this Sale Deed. However, the terms of the Government Policy, or any Laws, Bye-Laws, Rules and Regulations or Guidelines of the Government, Competent Authority, Court's order or direction, the Vendor as Developer of the AVS City Square or the nominated Maintenance Agency as may be applicable from time to time will always be applicable on the Demised Floor and the Vendee(s) undertake to strict and full compliance of the same all the times and all or any consequences shall be that of the Vendee(s) alone. The Vendee(s) shall keep the Vendor indemnified, secured and harmless against all costs, consequences and all damages, arising on account of

non-compliance with the said requirements, requisitions, demands, direction and repairs etc.

8. That it is mutually and specifically agreed and undertaken by the Vendee(s) that the Vendee(s) shall use the Demised Floor for commercial purpose only and shall not carry out any prohibited activities or put any publicity material or signage depicting any commercial activity whatsoever.
9. That the Vendee(s) gives its consent and undertake to enter into a separate **Maintenance Agreement** with the Vendor or its nominated Maintenance Agency as and when demanded by the Vendor or its nominated Agency and the Vendee(s) agrees to abide by all the terms and conditions as laid down in the said Maintenance Agreement at all level. The decision of the Vendor or the Maintenance Agency in respect of cost of maintenance as may be determined from time to time will be final and entirely binding on the Vendee(s). The Vendee(s) undertakes to pay promptly without any reminders all bills and charges as may be raised by the Maintenance Agency from time to time. The Vendee(s) hereby assures the Vendor that the Vendee(s) shall not withhold, refuse or delay the payment of maintenance bills raised by the Maintenance Agency for any reason whatsoever. The Vendee(s) agrees that the Vendor or the nominated Maintenance Agency shall have the first charge/lien on the Demised Floor for the purpose of recovery of all its dues charges, such as power, water, solid waste disposal, ICT services, Gas, or any other service(s) provided by the vendor or its assignee and payable by the Vendee(s) under the Maintenance Agreement or other Rules or Agreement and such other payments as may be demanded by the Vendor from time to time.

10. That the Vendee(s) further specifically agrees that except the right, title or interest of Demised Floor, the Vendee(s) shall have no right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Demised Floor or the plot on which the Demised Floor exists and that such area and facilities shall remain indivisible and the Vendee(s) shall not be directly or indirectly entitled to claim or bring any action for partition or division of the said common area(s) and facilities or any part thereof.

11. The Vendee(s) further specifically agrees that except the right, title or interest of demised floor, the vendee(s) agreed that meat slaughter shop, wine shop, beer shop, car/vehicles spare parts or related works for vehicles servicing, wheel balancing shall not be permitted and said services fully restricted in said AVS CITY SQUARE premises.

Further vendee(s) agreed as per terms of agreement that vendee(s) required prior permission in writing from AVS CITY SQUARE management/maintenance agency to put/fix any Name, signboard, publicity, advertisement material outside the unit or Anywhere in common area of AVS CITY SQUARE premises.

12. That the Vendee(s) shall permit the Vendor/Maintenance Agency, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the

Demised Floor or any part thereof for the purpose of maintaining, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, structures of other convenience, which the Vendor/nominated Maintenance Agency is liable to maintain as per the terms of the Maintenance Agreement.

13. The Vendee(s) shall not do or suffer anything to be done in or around the Demised Floor which may tend to cause damage to the adjacent floors or plots or façade of the building in any manner interfere with the use thereof or of spaces, passages, amenities and areas available for common use by all the residents. The Vendee(s) hereby indemnifies the Vendor against any penal action, damages or loss, which may occur to Vendor due to misuse of the Demised Floor by the Vendee(s).
14. The costs of stamp duty, registration charges and other incidental charges and expenses will be borne by the Vendee(s). Any deficiency in 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 Demised Floor being conveyed by this Deed shall be borne by the Vendee(s) exclusively.
15. That the Vendee(s) has read and fully understood the contents of this sale Deed and executed this Deed with full knowledge and subject to all the laws, notifications and rules applicable in the area from time to time.

16. That it is clearly understood and so agreed by and between the Vendor and the Vendee(s) that all the provisions contained herein and the obligations arising hereunder in respect of the Demised Floor shall equally be applicable to and enforceable against any and all subsequent purchasers/vendee(s) of the Demised Floor as the said obligations go along with the Demised Floor for all intents and purposes.

17. That in case any provision of this Sale Deed is determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far same is inconsistent with the statute and the remaining provisions of this Deed shall remain valid, enforceable and binding on the Parties.

18. That the Vendee(s) agrees and confirms that all obligations arising by virtue of this Deed in respect of Demised Floor being the subject matter of this Deed shall be equally applicable and enforceable against any or all occupiers, tenants, licencees and/or subsequent purchasers/vendee(s) of the Demised Floor. The Vendee(s) undertakes to make all efforts to ensure that its successors-in-interest continues to perform various obligations liable to be performed in terms of this Deed and the Maintenance Agreement

19. The Vendee(s) further undertake not to do anything or shall not use the Demised Floor being the subject matter of this Deed in a manner, which may cause any nuisance, annoyance or obstruction or hindrance to the other owners/occupants in the said Building or is immoral or illegal. The Vendee(s) also undertakes not to keep or store any

hazardous, explosive, inflammable chemicals/material etc., which violates the bye-laws applicable to the Demised Floor for any area. The Vendee(s) shall keep indemnified the Vendor and the public in the vicinity against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas etc. for which the Vendee(s) shall be solely responsible.

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

SIGNED, EXECUTED & DELIVERED

Vendee(s)

Vendor

(_____)

Authorized Signatory

For and On Behalf of

M/S AVS INDIA INFRA PVT. LTD.

WITNESSES:

1.

2.