

FOR DRAFT PURPOSE ONLY

SALE DEED

Sale Consideration : _____

Cost (according to circle rate list) : _____

Stamp Duty : _____

DETAIL OF PROPERTY

Commercial Space/Shop/Unit No. _____ on Floor ____ admeasuring approximately _____ Sqft. Super Built-up Area, admeasuring approximately _____ Sqft. Covered Area, admeasuring approximately ____ Sqft. Carpet Area, (hereinafter called the “Said Unit/ Space”) in in the project “Mahagun Mmilleunia”, situated at Plot – C -7, Crossing Republic, Dundahera, Ghaziabad, Uttar Pradesh. The “Mahagun Mmilleunia” is bounded as under:

East :

West :

North :

South :

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This Deed of Sale is made at Ghaziabad on _____ between Mahagun Housing & Construction Pvt Ltd, (PAN NO. _____) a company incorporated under the Companies Act, 1956 having its registered office at C-227, Vivek Vihar, Delhi-110095 and represented by its Mr. Amit Mehra S/o Shri. Arun Mehra duly authorized in this regard vide board resolution dated _____ hereinafter called the "**VENDOR**" which expression shall repugnant to the meaning or context thereof, be deemed to mean and include his successor(s), heir(s), legal representative(s), administrator(s) and permitted assign(s) of the **ONE PART**;

AND

S/o
(PAN NO. _____)

R/O

hereinafter referred to as the "**VENDEE**", which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heir(s),

executor(s), administrator(s), legal representative(s), successor(s) and assign(s)] of the **OTHER PART**.

The expression of the Vendor and Vendee unless repugnant to the context means and includes the respective successor in interest, administrators and assigns. The Vendor and the Vendee collectively referred to one in the Deed as "Parties" and individually as "Party".

WHEREAS M/s Gaursons India Private Limited sold land admeasuring 7621.85 sq mtr being plot no. C-7, Crossing Republik, Ghaziabad to M/s Sparsh Builders Private Limited vide duly registered sale deed dated 27.08.2020 duly registered at Bahi no. 1 jild no. 17467 at pages 55-104 at serial no. 4096 dated 28.08.2020 with Sub Registrar, Sadar I Ghaziabad for the proposed development of the project. M/s Sparsh Builders Pvt. Ltd. is the owner of the free hold rights in the plot no. C-7, Crossing Republik, Ghaziabad admeasuring 7621.85 Sq. mtr and competent to grant development rights over the Plot no. C-7, Crossing Republik, Ghaziabad.

By a Joint Development Agreement executed on 28-01-2021 and registered in the office of the Sub Registrar, Sadar-I, Ghaziabad between Sparsh Builders Pvt. Ltd having its registered office at 51/47, Naya Ganj, Kanpur-208001 and Vendor i.e. M/s Mahagun Housing & Construction Pvt Ltd. having its registered office at C-227, Vivek Vihar, Delhi-110095, Vendor has been granted Development Rights and carry out the construction of the project on

the said plot no. C-7, Crossing Republik, Ghaziabad admeasuring 7621.85 Sq. mtr. ("Said Land"). The said land has been demised for the purpose of developing and constructing commercial activities on the terms and conditions, as specified in the said Joint Development Agreement dated 28.01.2021. The Joint Development Agreement is registered with the Sub Registrar, Sadar-I Ghaziabad, as Document No.792, Book No. 1 Zild No. 17839 on pages 201 to 290 on 28-01-2021..

WHEERAS the Vendor has constructed a Commercial Complex named as "Mahagun Mmillennia" in the plot no. C-7, Crossing Republik, Ghaziabad admeasuring 7621.85 Sq. mtr consisting of commercial spaces, Shop, Unit, basement for parking and other services etc.

WHEREAS Vendor upon construction of the Mall/Commercial Complex on the Said Plot has been granted a completion certificate issued by the Ghaziabad Development Authority.

WHEREAS the Vendee has satisfied itself/himself/herself upon legal diligence in respect of title of the Vendor, legal rights of the Vendor for sale, the right of sale of the premises in respect of built-up area identifiable with the super built up area, common area, limited common area of the commercial complex, usage rights and restrictions.

WHEREAS, the VENDOR is having Commercial Space, Shop and Unit in “Mahagun Mmilleinia” in the plot no. C-7, Crossing Republik, Ghaziabad admeasuring 7621.85 Sq. mtr (hereinafter referred to as “**Said Premises**”).

WHEREAS the VENDEE has applied for a Commercial Space/Shop/unit and has agreed to purchase the Commercial Space/Shop/unit No. _____ on Floor _____ admeasuring approximately _____ Sqft. Super Built-up Area, admeasuring approximately _____ Sqft. Covered Area, admeasuring approximately _____ Sqft. Carpet Area, (hereinafter called the “**Said Shop/Unit**”) in the said premises.

WHEREAS the VENDOR has assured that the entire area of the land on which the said Commercial Complex is developed is not subject matter of any dispute or litigation of any kind and it is absolutely seized and possessed of the Land and the complex thereon.

WHEREAS this deed shall prevail over all other terms and conditions given in orally or in writing or by way of any brochures, advertisements, price list and any other sale document(s) by cancelling all previous allotment certificate(s) issued prior to this Deed.

WHEREAS the Vendee is now desirous of taking conveyance of the aforesaid Unit to which the Vendor has agreed.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1.1. In pursuance to the aforesaid Sale understanding minuted and in consideration of the sum of ` _____/- (Rupees _____ Only) paid by the Vendee(s) to the Vendor, total amount which has been received by the Vendor and subject to the parties agreeing to the terms and conditions appearing hereinafter, the Vendor hereby transfer and convey the said Commercial Space/ Shop/Unit No. ____ on Floor ____ admeasuring approximately _____ Sqft. Super Built-up Area, admeasuring approximately _____ Sqft. Covered Area, admeasuring approximately ____ Sqft. Carpet Area, situated at "Mahagun Mmillennia" in the plot no. C-7, Crossing Republik, Ghaziabad allotted/sold in accordance with specifications and features and all the ownership right there in which the Vendor has or may hereafter have qua the Unit/Space and to have and to hold the same to the Vendee on the terms contained herein.

1.2. That T.D.S. as applicable has already been deposited by the Vendee in respect of the said Unit.

2.1. The VENDOR and VENDEE has jointly undertaken and ascertained the actual measurement of the said unit and verified and satisfied them towards the Carpet Area, Covered Area and Super built up area of the said unit, before handing over/taking over of the physical possession and

the same shall be final and binding on both parties. Except for the covered area herein sold to VENDEE, the entire common area and the facilities and the residuary rights in the said commercial complex shall continue to vest with the VENDOR and the VENDEE's interest pertaining to the common area is limited only for the purpose of ingress and egress.

- 3.1. The VENDEE has agreed to use the said Unit Only for the Commercial use and shall not use in manner that may cause nuisance or annoyance to occupants of other portions of the Mall/Building/Commercial Complex or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said premises which tends to cause damages to the Mall/Building/Commercial Complex or services or in any manner interfere with the use thereof or of spaces, passages, corridors, amenities available for common use. The Vendee agrees/indemnifies the Vendor and always keep indemnified against any penal action, damages or loss due to misuse storage of hazardous, inflammable, dangerous or otherwise potentially hazardous materials/gas plants etc., for which the Vendee shall be solely responsible, if the Vendee uses or permits the use of the premises for any purpose other than commercial then the Vendor has right to revoke the conveyance. The Vendee agrees to strictly adhere to the business/operating hours as may be determined by the

Vendor/Maintenance Agency from time to time and are subject to statutory guidelines issued by the concerned authorities.

- 4.1. The sale price of the said unit/ space has been calculated on the basis of its super built up area. It has been clarified by the Vendor and agreed to by the Vendee that the super built up area as stated that has been the basis for calculating the total sale price of the premises comprising of the specific area and pro-rata share of common areas and facilities within the building. The Vendor has made it abundantly clear to the Vendee that the ownership rights and rights of usage are as per details given below:
- 4.2. The Vendee shall have ownership of specific area of the premises only as per the Site Plan annexed hereto and marked as Annexure -I.
- 4.3. The Vendee shall have undivided proportionate interest in the common areas and facilities within Commercial Complex. The interest of the Vendee in the common areas and facilities is undivided and cannot be separated which would require the Vendee to use the common areas and facilities within the Said Building only harmoniously along with other occupant(s), user(s), maintenance staff etc. without causing any inconvenience or hindrance to them besides having no right(s) in the limited common areas and facilities. The Vendee has agreed that even if the common area as and facilities within the said building are included

in computation of super built up area its rights to use the common areas and facilities within the said building shall always be subject to timely payment of maintenance/usage charges.

4.4. The Vendee shall have no right, title or interest in the unreserved covered/open parking spaces (appurtenant thereto with required ramps and approaches) available to visitors/other occupants/users in the said building except on payment of operation/maintenance charges and such parking spaces shall be under the exclusive ownership of the Vendor and shall be dealt with at its own discretion as may deem fit. It is specifically made clear that the Vendee shall use the common car parking space on payment basis alongwith the other occupants of the said premises and Vendor may impose such terms and conditions which may deem fit to permit to use by any person of such unreserved covered/open car parking space.

4.5. The Vendor hereby clarifies that the Vendee shall have no right, title and interest in the car parking space(s) in the basement or on the surface of the said building which may or may not have been allotted/sold reserved by the Vendor to any allottee/occupant and which shall be dealt with by the Vendor at its own discretion as it shall remain the absolute property owned by the Vendor. The Vendee shall not raise any claim against car parking spaces in the basement or on the surface of the

Premises/Commercial Complex owned and possessed by the Vendor nor shall Vendee attempt to use or park its vehicles in such car parking space or areas appurtenant thereto with ramps or approaches. It is made clear and agreed by the Vendee that no other land/basements/car parking space or land appurtenant thereto with required ramps or approaches are forming part of this deed.

4.6. It is specifically clarified to the Vendee that the Mall/Commercial Complex in a standalone commercial building named as in “Mahagun Mmilleinia” and all land(s) falling outside the periphery/boundary of the said plot of land are clearly outside the scope of the agreement and the Vendee shall have no ownership rights, no rights to use, no title or no interest of any kind or manner whatsoever in any land falling outside the periphery/boundary of the said plot of land.

4.7. The Vendor and its nominee shall have exclusive right to deal or transfer any limited common area(s), service(s) and facility(ies). The limited common areas such as specific dedicated lifts, service apartments, hotel, banquets, such common areas appurtenant to service apartments, hotel, banquet(s), atrium, parking, basement, terraces etc. shall vest with the Vendor as its owner. It is agreed between the Vendor and the Vendee that save and except in respect of the said particular Unit/ Space, already described and hereby being acquired by the Vendee, the Vendee shall

have no claim, right, title or interest of any nature. The limited common areas shall remain undivided and no vendee or its nominee 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.

4.8. The Vendor shall have right to make additions, raise additional floors, put up additional structure etc. as may be permitted by the local authority/ies, and all such additions shall be the sole property of the Vendor who shall be entitled to dispose off the same in any manner. The Vendor shall be entitled to use the existing infrastructure such as electrical system, water, sanitary drainage etc. for the additional structure/construction carried out, without any objection from the Vendee.

5.1. That the Common Area Maintenance (CAM) of the demised premises shall be undertaken by the Vendor and/or Maintenance Agency appointed by the VENDOR. The Maintenance Agency shall charge proportionate ratio of CAM charges towards common services provided by Mall Building to the demised premises and shall also charge proportionate CAM charges towards the Common Area services of the premises of Studios/Suits. These CAM charges, Electricity and other utility charges shall be payable by the Lessee, if the said premises is Leased out, during the Lease Tenure. The VENDEE shall be liable to

pay CAM charges, Electricity and other utility charges, in proportion to the said unit only if the said unit is not leased to any Tenant. Currently the CAM charges works out to be Rs._____ per Sqft on Super built up area plus GST excluding Air conditioning charges towards the operations. The same will be revised yearly on the basis of minimum wages and inflation.

- 5.2. The common areas and facilities within the Mall/Commercial Complex shall be available to use subject to timely payment of maintenance charges/usage charges. The Vendee agrees that in the event of failure to pay maintenance charges/ usage charges on or before due date, it shall not have the right to use such common areas and facilities etc.
- 5.3. It is specifically made clear to the Vendee that in the event of non-payment of electricity charges/ power back up charges, as billed by the Vendor, maintenance agency etc. it shall have right to disconnect such supply of electricity. The total price of the premise does not include cost of electric gadgetry. If due to any subsequent legislation/government order, directives, guidelines or change/amendments in fire code/ regulations etc. if deemed necessary by the Vendor or its nominees at its sole discretion, additional fire safety or any other measures are undertaken, then the Vendee undertakes and agrees to pay within 30 days from the written demand by the Vendor.

The additional expenditure incurred shall be recovered from the Vendee along with other occupants on the basis of super built up area in proportion to the total super built up area of the commercial complex.

5.4. The Vendor shall be solely deciding the appointment of the maintenance agency for the Commercial Complex. The civic amenities in the Commercial Complex are being maintained by the maintenance agency, the charges and their basis has been accepted by the Vendee as being proportionately billed on the super built up area basis. The Vendee agrees to execute Maintenance Agreement. This agreement shall not be deemed to be executed till it is signed and executed before handing over the possession. The Vendee undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all demands, bills, charges as raised by Maintenance Agency from time to time without any delay.

5.5. In order to secure due performance of the Vendee in paying promptly the maintenance bills and other charges as raised by the Maintenance Agency. The Vendee assures to make timely payment of maintenance and other charges on or before due dates.

5.6. The Vendor has permission to receive and distribute electrical energy in the Commercial Complex. The Vendee is to pay for the electricity charges and for the power back up on the basis of consumption recorded

through prepaid electrical meters. The Vendee agrees that the Vendor or its nominee shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the said premises till encashment of tokens for the prepaid electricity meter. The Vendee has accepted, that all rights in respect of the running, operating the pre-paid electricity system shall exclusively vest with the Vendor. The Vendee agrees to abide by all the conditions of sanction as applicable to Vendor for bulk supply of electricity. The Vendee agrees to pay any increase in the deposit, charges for bulk supply of electrical energy as may be demanded by the Vendor or its nominee from time to time.

- 6.1. It is agreed between the parties that payment of all such development charges shall always be solely to the account of the Vendor to be borne and paid by all Vendee/allottee in proportion to the super built up area of their respective Units in the said Commercial Complex.
- 6.2. The Vendee agrees to pay directly or if paid by the Vendor then to the Vendor on demand, government rates, property taxes, wealth tax, cess, education cess, work contract tax/VAT, taxes for all and any kind by whatever named called whether levied or leviable, as on date or in future on the land or building construction on the plot of land or the Mall/Commercial Complex as the case may be, as assessable/applicable and same shall be borne and paid by the Vendee in proportion to the

super built up area of the Premises/Commercial Complex as determined by the Vendor. That all the necessary dues and levies etc. on the said space have been paid by the Vendor upto the date of execution of this sale deed. The Vendee shall be liable to pay from the date of issuance of possession, the share towards property taxes, fire fighting taxes or any other fee & cess as and when levied by the local body or authority and so long as the said premises forms part of Commercial Complex and is not separately assessed to such taxes, fees or cesses which shall be paid the Vendee in proportion to the super built up area of the premises. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of facts that the maintenance is carried out by the Vendor or its nominee(s), which shall always remain with the Vendor only. The Vendee or its assigns or its nominees, as the case may be, shall be bound to enter into and execute a separate agreement with the Vendor or its nominated agency for all works/services required in the Commercial Complex.

6.3. That the Vendee hereby undertakes to pay any demand of service/sales tax/ TDS/ any other tax, if raised in future by the Central / State Govt., against the sale of the above Unit.

7.1. That as and when any plant and machinery within the Mall/Commercial Complex as the case may be, but not limited to air-conditioning plants, lifts, escalators, DG sets, electric sub-station, pumps, fire fighting

equipments, any other plant/equipment of capital nature etc. require replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the Vendee(s)/occupant(s) in the Mall/Commercial Complex as the case may be, on pro-rata basis to the total super built up area of all the premises in the Mall/Commercial Complex, as the case may be or the maintenance agency shall have the sole authority to decide the necessity of such replacement, up-gradation, addition etc. including its timing or costs thereof and the Vendee agrees to abide by it to be paid through the sinking fund. However, such cost towards replacement, up-gradation, addition etc. shall not be charged from the vendee during the first lease of tenure and thereafter on the lease renewal an amount of Rs. _____ per sq ft of super area will be charged from the vendee.

- 7.2. The structure of the Mall/Building/Commercial Complex shall be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Vendor or the Maintenance Agency on behalf of the Vendee and the costs/charges thereof shall be payable by Vendee as part of maintenance bill raised by the Maintenance Agency but articles inside each premises shall be insured by the Vendee at their own costs. The cost of insuring the structure shall be recovered from the Vendee as part of total maintenance charges and the Vendee hereby agrees to pay the

same. The Vendee shall not do or permit to be done any act or thing which may render void or voidable, insurance of any premises or any part of the Mall/Building/Commercial Complex or cause increased premium to be payable in respect thereof for which the Vendee shall be solely responsible and liable.

7.3. The basement(s) and service area(s), if any, as may be located within the Mall/Building/Commercial Complex as the case may be shall be earmarked by the Vendor to house services including but not limited to air-conditioning plants, electric sub-stations, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses. The Vendee shall not be permitted to use the basement(s) and service area(s) in any manner whatsoever, and the same shall be reserved for use by the Vendor or its nominee/employees for such purposes as earmarked by the Vendor.

7.4. That the Vendee (if the said unit is Leased to any Tenant), at its own cost and expenses shall also comprehensively insure the assets in the said premises belonging to it.

7.5. The Vendor reserves the right to give on lease or hire any part of the top roof/terraces above the top floor (excluding exclusive terraces allotted, if any, specifically by the Vendor in the said building) for installation and

operation of open air restaurant, holding events, advertising hoardings, entertainment programmes, theatre, antenna, satellite, communication tower, other communication equipment or to use/hire/lease the same for advertisement purposes and the Vendee agrees that they shall not object to the same and shall not make any claim.

- 7.6. The Vendee shall be solely responsible to maintain the said premises at their own costs in good repair and condition and shall not do or suffer to be done anything in or to the said building or the said premises or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the said premises and keep the said premises its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition to ensure the well being of the building in which the premises is located and is not in any way damaged or jeopardized. The Vendee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows or carry out any change in the exterior elevation or design of the Unit other than as provided by the Vendor. The non-observance of the provisions of this clause shall entitle the Vendor or the Maintenance Agency to take such necessary steps to enforce universal

confirmation and fixtures. The Vendee shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions. The Vendee shall alongwith other occupants of the building adhere to and unconditionally observe all building managing policies/guidelines/directions with respect to the said building/said premises which may be laid down from time to time by the Vendor or its appointed agencies/nominee/assigns. The non-observance of such policies/guidelines/directions shall entitle the Vendor to take necessary consequential steps in accordance with law.

7.7. The Vendor shall have right, without any approval of vendee in the said building to make alterations, additions, improvements, or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold premises within the said building and the Vendee agrees not to raise objections or make any claim on this account.

7.8. The Vendee agrees and authorizes the Vendor to make additions to or put up additional structures in/upon said building or additional commercial space/office space/building(s) and structure anywhere in the said plot of land as may be permitted by competent authorities and such additional commercial space/office space/building shall be the sole property of the Vendor, which the Vendor shall be entitled to dispose off

in any manner it deems correct without any interference on part of the Vendee. The Vendee agrees that the Vendor, at its cost shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/storeys with the existing electric, water, sanitary and drainage source. The Vendee further agrees and undertakes that it shall not object to the Vendor constructing or continuing with the construction of the building/block outside/adjacent to the said building or inside the said plot of land or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Vendor on the ground that the infrastructure required for the said building/said plot is not yet complete. Any violation of the conditions shall entitle the Vendor to seek remedies provided under the law.

8.1. The Vendee has agreed and understood that the Vendor shall have absolute right on the signage inside/outside near within or on the face of the building/plot of land, terrace or on the area near the Mall/Commercial Complex and Vendor may determine and allow the usage of such signage at its own discretion.

9.1. The Vendee has entered into this deed with full knowledge of all laws, rules, regulations, notifications applicable to the said plot of land and building. The Vendee undertakes that it shall comply with and carry out from time to time all the requirements, requisitions, demands and repair

works which are required by any development authority/municipal authority in respect of the premises/building at its costs and keeping the Vendor indemnified, secured and harmless against all costs, consequences and all damages arising on account of non-compliance with the requirements, requisitions, demands and repairs.

- 10.1. The Vendee shall bear all the expense of stamp duty, registration, drafting and such other incidental expenses etc.
- 11.1. That the Vendor is handing over and the Vendee is taking over the physical possession of the unit simultaneously upon execution of Sale Deed in favour of the Vendee.
- 13.1. The Vendee has seen and accepted the certificates issued by various authorities for use and occupation of the Commercial Complex. The Vendee is satisfied with the layouts and the construction of the building including the subject premises, material, equipment, plants and fixtures etc. The Vendee agrees that upon seeing the occupancy certificate, issued by the competent authority and after verification of the same, have taken the peaceful and vacant physical possession of the premises, and shall have no claim against the Vendor in respect of any work in the premises in respect of specifications, building materials or for other reasons whatsoever. The Vendee has verified and satisfied itself for the payments made in respect of the subject premises for various charges.

Upon satisfaction it undertakes not to raise any dispute or claim whatsoever against the Vendor in respect thereof.

14.1. The Vendee and the persons to whom the said premises or part thereof is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Vendor such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Vendor may request in order to effectuate the provisions of this Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to such transaction.

15.1. In case vendee wishes to sell/ transfer the said unit to any third person, a prior written intimation for the same will be sent to the vendor and the same may be allowed subject to NOC from the Vendor/ Maintenance Agency and shall be subject to the rights of the Lessee as per Agreement to Lease.

15.2. That upon execution of Sale Deed, the Vendee is entitled to mortgage the said unit with any Bank or Financial Institution and such mortgage shall be subject to the rights of the Lessee as per Agreement to Lease. The Vendee shall inform to the Vendor prior to creating the mortgage in respect of the said unit.

16.1. This deed shall be governed by the laws of India for the time being in force and shall be subject to the jurisdiction of the Courts subordinate to the High Court of Judicature at Allahabad.

17.1. That in the event of any dispute in relation to the terms of this Deed, including the interpretation of the terms thereof, the same shall be referred for resolution to a sole arbitrator to be appointed by the Board of Directors of the Company only, whose decision shall be final and binding on both the parties. The place of arbitration shall be at NOIDA (UP). The arbitration proceeding shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory amendments/ modification thereof for the time being in force.

18.1. That for all intents and purposes singular includes plural and masculine includes feminine.

In witness whereof the parties have signed this deed at Ghaziabad on this day, nth & year first hereinabove written.

WITNESSETH

1.

VENDOR

2.

VENDEE