

BRIEF PARTICULARS OF SALE DEED

1. Nature of Property :- Commercial (Pocket-1A)

2. Code No./Pargana :- _____/Loni

3. Mohall/Village :- Pasonda & Sikanderpur

4. Details of Property :- Commercial Shopping Space No. _____ on _____ Floor, in Commercial Complex known as '**GAUR AERO MALL**' situated at Pocket 1A (Commercial), Land Development and Grahthan Yojana (Ajantapuram), in Village Pasonda and Sikanderpur, Loni Road, Ghaziabad, U.P.

5. Measurement of Property :- Saleable Area _____ sq. ft. (_____ sq.mtr.), Carpet Area _____ sq. ft. (_____ sq.mtr.) approx.

6. Status of Road :- _____ mtrs. wide

7. Sale Consideration :- Rs. _____/-

8. Govt. Circle Rate :- Rs. _____/- Per Sq. Mtr.

BOUNDARIES OF GAUR AERO MALL PLOT:-

EAST : _____
WEST : _____
NORTH : _____
SOUTH : _____

PARTICULARS OF VENDOR :-

M/S U.P. TOWNSHIP INFRASTRUCTURE PRIVATE LIMITED (PAN :- AABCU5795Q) a Company registered under the Companies Act, 1956 having its Corporate Office at Gaur Biz Park Plot No. 1, Abhay Khand-II, Indirapuram, Ghaziabad, U.P. through its Authorized Signatory _____ **S/o** _____ (vide authorization letter dated _____).

PARTICULARS OF VENDEE

Mr. _____ S/o Sh. _____ and Mrs. _____

W/o _____ R/o _____

SALE DEED FOR Rs. _____ /-
STAMP DUTY PAID Rs. _____ /-

DETAILS OF PROPERTY :-

Commercial Shopping Space No. _____ on _____ Floor, Saleable Area _____ sq. ft. i.e. _____ sq.mtr., (Carpet Area _____ sq. ft. _____ sq.mtr.) approx. (**Layout Plan of Commercial Shopping Space and layout of project are Annexed herewith**) in Commercial Complex known as '**GAUR AERO MALL**' situated at Pocket 1A (Commercial), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P. (**hereinafter called the "SAID Commercial Shopping Space"**).

THIS DEED OF SALE is executed at Ghaziabad, U.P. on this _____ day of _____, **202** by **M/S U.P. TOWNSHIP INFRASTRUCTURE PRIVATE LIMITED (PAN :- AABCU5795Q)** a Company registered under the Companies Act, 1956 having its Corporate Office at Gaur Biz Park Plot No. 1, Abhay Khand-II, Indirapuram, Ghaziabad, U.P. through its Authorized Signatory _____ **S/o** _____ (vide authorization letter dated _____)

IN FAVOUR OF

Mr. _____ S/o Sh. _____ and
Mrs. _____ W/o _____
R/o _____ hereinafter referred to as the "**VENDEE**" of the Other Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their legal heirs, executors, administrators, successors and assigns). Hereinafter the Vendor and the Vendee collectively referred as the Parties.

AND WHEREAS the Society Shri Rama Krishna Sahakari Awas Samiti Limited is the owner and in vacant and actual possession of the land parcels situated at village Sikanderpur and Pasaunda, Tehsil & District Ghaziabad, Uttar Pradesh having a total area of Pocket-1A(Commercial), admeasuring 21258.32 square meters.

AND WHEREAS the Company has been allotted the development rights through Joint Development Agreement dated _____, bearing registration no._____ in Book no._____, Jild/Volume No._____ on page _____ to _____ before the Sub Registrar of Assurances, Ghaziabad.

AND WHEREAS pursuant to the Joint Development Agreement, the Society Shri Rama Krishna Sahakari Awas Samiti Limited has executed and registered a General Power of Attorney dated _____, registered before the Sub-Registrar of Assurance, Ghaziabad, bearing registration no._____, in Book no._____, Jild/Volume No._____ on page ___ to ___ in favour of the company by virtue of which society had appointed the Company to be its true and lawful attorney and thereby vested unto it the enabling powers to perform its functions to exploit the development rights with respect to the Project Land under the Joint Development Agreement.

AND WHEREAS the before Joint Development agreement dated _____ Layout Plan of the said Project is already sanctioned from Uttar Pradesh Awas Evam Vikas Parishad Lucknow for development of Commercial Project and thereafter Vendor had constructed commercial building. The said Buildings together with the Land shall hereinafter be referred to and named as "**GAUR AERO MALL**" situated at Pocket 1A (Commercial), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P. (site Plan of Project Annexed herewith).

AND WHEREAS the Vendor has further clarified to the Vendee that Commercial Shopping Space known as "**GAUR AERO MALL**" have been constructed on Pocket 1A (Commercial), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P in accordance with the Building Plans approved by the Uttar Pradesh Awas Evam Vikas Parishad, Lucknow U.P.. The Vendee accepts the full authority and power of the Vendor for any development without any further recourse to the Vendee and further undertakes not to create any hindrance for such development by the Vendor.

AND WHEREAS the Vendor has represented to the Vendee that the said land and Commercial Shopping Space are freehold in nature and they have clear and marketable title in respect of the said Commercial Shopping Space and have full right, power and authority to sell and transfer the said Commercial Shopping Space.

AND WHEREAS primarily in the commercial complex the main activity is commercial activity. All the services like electricity, sub-station, STP, Water tank, fire system, AC system any other system will always belong to commercial area, however on the above commercial complex there is residential tower. The common area of residential tower is limited to their lobbies, lift, terrace (for the purpose of services only) allocated for residential block. However some service like STP, water tank, electricity and power backup will be used commonly with commercial complex, these services will be maintained by developer/Operating maintenance agency. The maintenance charges will always be payable by residential owner/tenants/AOA to the maintenance agency maintaining the commercial complex and any individual will never claim any right on the area and service mentioned above.

AND WHEREAS the Vendee has seen all documents of titles, all other relevant papers, building plans etc. of Commercial Shopping Space "**GAUR AERO MALL**" have been constructed on **Pocket 1A** (Commercial), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P and has fully satisfied himself/herself/themselves about the authority, power, right & title of the Vendor and signed the Agreement for Sale Dated _____ with the Vendor and in pursuant whereto the Vendor has agreed to sell and the Vendee has agreed to purchase the said Commercial Shopping Space No. _____ on _____ Floor, Saleable Area _____ sq. ft. (_____ sq.mtr.), Carpet Area _____ sq. ft. (_____ sq.mtr.) approx. in "**GAUR AERO MALL**" situated at **Pocket 1A (Commercial), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P.**, along with imparable and undivided pro-rata, proportionate share to use the land of "**GAUR AERO MALL.**" project for a total sale consideration of **Rs. _____/- (Rupees _____ Only)** on the terms & conditions appearing hereinafter.

AND WHEREAS the Vendee has availed bank loan From _____

AND WHEREAS the Vendor has represented to the Vendee that the said Commercial Shopping Space which is being sold to the Vendee is free from encumbrances and the Vendor hold good and marketable right to convey, transfer & sell the said Commercial Shopping Space.

AND WHEREAS the Vendee confirms that they have verified the description, physical condition of the building in which the said Commercial Shopping Space is situated, the said Commercial Shopping Space, the size, and dimensions of the said Commercial Shopping Space etc. therein and other physical characteristic thereof and fully satisfied for the same.

AND WHEREAS the Vendee has agreed to bear all the expenses for completion of the sale deed of the said Commercial Shopping Space including cost of stamp duty, registration fee and other expenses related to registration etc. as per applicable law, rules, and regulations.

AND WHEREAS the parties hereto are now desirous of executing this Sale Deed for conveying ownership right, title and interest in the said Commercial Shopping Space to the Vendee.

Accordingly, the Parties are now desirous of entering into this Sale Deed, which shall more particularly set forth their respective rights and obligations with clear agreement that the present Sale Deed will supersede the previous discussions, negotiations and BBA/Agreement for Sale and now onward the terms and conditions of this Sale Deed shall prevail between the parties, and the Parties have agreed to enter into this Sale Deed, subject to the terms and conditions as recorded herein.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:-

1. That in consideration of the amount specified hereinabove of the said Commercial Shopping Space which has been paid by the Vendee and received by the Vendor in advance on or before execution of this deed, the Vendor do hereby transfer by way of sale the said Commercial Shopping Space and both the Vendor and the Vendee accepts that aforesaid consideration is for the "Saleable Area/Carpet Area as specified above" However, it is admitted, acknowledged and so recorded by and between the parties that all other rights except what have been mentioned above, lies with the Vendor i.e. to carry out further construction in case of any change in the FAR, open spaces, parking spaces (except what has been conveyed herein) or tot-lots, public amenities, , and other facilities and amenities will be the sole ownership of the Vendor who will have the full authority and power to use and/or transfer the same in any manner whatsoever and this Sale Deed is executed for the said Commercial Shopping Space of which the Vendor have received all and full consideration of the sale price. It is agreed between the parties that Vendee shall have right to use only the common area of Pocket-1A (Commercial) as described in Deed of Declaration (DOD) as provided in the section 12 of U.P. Apartment Act 2010 and facilities of the said Commercial Shopping Space in the Commercial Complex known as "**GAURS AERO MALL**" situated at Pocket 1A (Commercial), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P. Vendee shall not have right to use the Common Area related to Pocket-1 and Pocket-2.
2. That the Vendor has handed over actual physical possession of the said Commercial Shopping Space to the Vendee at the time of execution of this Sale Deed and the Vendee hereby confirms to have taken over possession of the said Commercial Shopping Space from the Vendor, and the Vendee has checked and satisfied himself/herself/themselves as to the area of the Said Commercial Shopping Space, quality and extent of construction and items as per specifications in relation thereto and the Vendee has agreed not to raise any dispute at any time in future on this account.
3. That upon taking over possession of the said Commercial Shopping Space the Vendee shall have no complaint or claim against the Vendor as to any kind of delayed possession penalty as per RERA Act, any item of work, quality of work, material, area/size of Commercial Shopping Space or on any other ground whatsoever.
4. In case the Central Government, State Government or any other Local Authority, Department imposes any service tax, trade tax, property tax, house tax, ganga water tax, sewer tax, rates, charges, fee, cess, levy, metro cess ,any other taxes and other charges and etc. upon the said land of Commercial Complex known as "**GAUR AERO MALL**" situated at Pocket 1A (Commercial), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P. and construction thereupon, in future, retrospectively or prospectively, will be the liability of the Vendee to pay the same in proportion to the saleable area of the said

Commercial Shopping Space and in case any such demand of service tax, trade tax, property tax, house tax, ganga water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are paid by the Vendor, the proportionate amount thereof will be payable and be paid by the Vendee and any default by the Vendee in making such payment in time would constitute a lien upon the said Commercial Shopping Space and Vendor shall be free to take legal action in respect of default in payment

5. (a) That the Terraces, roofs, parapet walls and all open spaces in front of said commercial complex (GAUR AERO MALL) shall continue to be property of Vendor and the Vendor shall be entitled to use 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. That the Vendee or Occupier of the said Commercial Shopping Space shall not put up any name or signboards, neon lights, publicity or any kind of advertisement material, hoarding, hanging of cloths etc. on the external facade of the building or anywhere on the exterior or the common areas or on the roads of the Complex.
(b) Any type of encroachment/construction in the entire complex and open space will not be allowed by the commercial Shopping Space owner/Association of the Commercial Shopping Space owners. All unauthorized encroachments or temporary/permanent constructions carried out in the said Shop/Unit by the Vendee shall be liable to be removed at his/her/their risk and cost by the Vendor or by the Maintenance Agency. Further the penalty charges levied by the Vendor in this regard shall be finalized and binding on the Vendee.
(c) The Vendee shall not be entitled to use any space for hoardings or signboard except the space provided i.e. façade of the Commercial Shopping Space and all that hoarding or signboard must be of specific size and color scheme having with the prior approval of Vendor/Maintenance agency if any sign board, hoardings etc. is used without permission of Vendor/Maintenance agency then Vendor/Maintenance agency will remove the same at risk and cost of the Vendee. Further the penalty charges levied by the Vendor in this regard shall be finalized and binding on the Vendee.
6. That the Vendee shall not use the said Commercial Shopping Space, so as to cause any blockage or hindrance or nuisance of any nature whatsoever, to any of the owners in the Complex, common Passages, terraces or common areas and facilities of the Building. The Vendee shall not keep or store any chemical, combustible or hazardous goods in the said Commercial Shopping Space.
7. That the Vendee shall use the said Commercial Shopping Space for specified purposes only. However, if the Vendee use or permit to use of the said Commercial Shopping Space for any purpose contrary to the

permissible use, then in that event, the Vendor and/or its Maintenance Agency/its other Agents and/or the Association of the Commercial Shopping Space Owners shall be entitled to take action in accordance with law.

8. That Vendee(s) shall not open or carry out or do business in regard to operating a meat shop. Spa Centre, massage center, liquor shop or godown in the Commercial Shopping Space. Further if the vendee wishes to open the above mentioned businesses he/she will have to take prior written permission from the Vendor and permission will be strictly subject to the discretion to the Vendor and over the denial he/she will not have any claim. If the Vendee violets the same it would result in the cancellation of Agreement to Sale.
9. The Vendee shall not be permitted to make any alterations in any elevations and outside colour scheme of exposed walls of verandah, lounges or any external walls or both faces of external doors and windows of the said Commercial Shopping Space acquired by him/her/them which in the opinion of the Vendor/its Agents differs from the colour scheme of Complex.
10. That the Vendee shall keep the said Commercial Shopping Space, the walls and partitions, sewers, drains, pipes and appurtenance thereto in good condition so as to support, shelter and protect the parts of the Buildings even other than the said Commercial Shopping Space and shall abide by all laws, guidelines, bye-laws, rules & regulations of the State Government, Central Government, Uttar Pradesh Awas Evam Vikas Parishad, Lucknow U.P., Municipal Authorities and/or any other Authorities/Local Bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws and/or rules and regulations.
11. That the Vendee shall not do or permit anything to be done in or about the said Commercial Shopping Space which may tend to cause damage to any flooring or ceiling or any Commercial Shopping Space over, below or adjacent to the said Commercial Shopping Space or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use. The Vendee hereby indemnify(ies) the Vendor against any penal action, damages or loss due to misuse for which the Vendee shall be solely responsible.
12. That the Vendee shall not change or cause to be changed any structure of the said Commercial Shopping Space or any portion thereof and shall also not make or cause to be made any additions or alterations in the same or any part thereof, so as to cause blockage in any passage, verandahs, terraces etc. In the event of any non-compliance on this account, the Vendor shall be entitled to remove the offending structure/nuisance at the cost of the Vendee and claim all costs on this account from the Vendee.

13. That the Vendee shall not remove any common walls of the said Commercial Shopping Space including the load bearing walls and the partition walls/ structures common between the Vendee and the adjacent Commercial Shopping Space holders. As there are hidden RCC Columns & RCC Shear Wall supporting whole structure, so no change is allowed.
14. That the Vendee shall have no objection and shall not make any claim against the Vendor or its nominees, lessee, licensee etc. if any part of the top roof/terrace on/above the top floor of any of the Buildings is given on lease or hire by the Vendor or its agents for installation of hoardings, sign boards, antenna, satellite dishes, communications towers & equipment, advertisement purposes which does not form a part of the Commercial Shopping Space area paid for by the Vendee, in the Complex.
15. That it has been agreed between the Vendor and the Vendee that save and except in respect of particular Commercial Shopping Space hereby acquired by him, the Vendee has no right, title, interest & claim of any nature or kind except the right of ingress and egress in respect of all or any of the common areas, such as roads, lobbies, stair case, corridor etc.
16. That the parapet walls, ground floor, basements, , commercial area and other space under ground floor and all open space in front of commercial space and all unsold spaces, unsold unit, unsold parkings shall continue to be property of the Vendor and who shall be entitled to use or deal with for any purpose whatsoever. Any Commercial Shopping Space owner Association will not be allowed for any type of encroachment/construction or claim on the above said area of the Complex and including roads & lobbies.
17. The Vendor shall be entitled to obtain the refund of various securities deposited by them during or before construction of the buildings in the Complex with various Government, Local Authorities and Departments for electric, water & sewer connections etc. and same shall be deductible from IFMS at the stage of handover to its Association. Any charges of replacement or major maintenance services etc. of any equipment; and cost of any new machinery, equipment etc. in respect of common area of Gaur Aero Mall shall be deductible from the sinking fund. In case sinking fund falls short then the differential amount shall be payable by the Vendee of his/her proportionate share to the Vendor.
18. **Parking facility will be provided on pay and park basis by the Vendor/Developer.**
19. The Vendee agrees that he/she/they will have to allow sweepers/maintenance staff etc. to enter in his/her/their Commercial Shopping Space/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in the said Commercial Shopping Space or any other Commercial Shopping Space **(if required).**
20. That the charges for up keeping and maintenance of the said project will be carried out by the VENDOR or its nominated Agency. The Vendee shall

have to pay **Rs. 19.90/- per sq. ft.** on saleable area of Commercial Shopping Space + GST as monthly maintenance charges of the said Commercial Shopping Space for the maintenance of the common area and the services of Project. There shall be an escalation of 10% every years in said maintenance charges. The compulsory maintenance charges shall be applicable from date of expiry of three month of sending offer of possession or physical possession whichever is earlier and these charges also be applicable even if Commercial Shopping Space not occupied by the Vendee. Common area electricity charges, Ganga Water supply charges, water meter charges and utilities charges separately payable in addition to maintenance charges. The maintenance charges shall be payable in advance for a year.

21. That the Vendee has to execute separate Maintenance Agreement with vendor or its nominee and comply with all terms and conditions of maintenance agreement.
22. That Maintenance, Upkeep, repairs, security etc of the building including common lawns of the building /complex will be organized by the Vendor or its nominee. The Vendee has already signed the maintenance agreement the Vendee shall pay maintenance charges which will be fixed from time to time and GST or any other tax if imposed by the Govt. / Local body or any competent authority. And delay in payment will make the Vendee liable for interest @ 24 % per annum. Nonpayment of any of the charges within the time specified shall also dis-entitle the Vendee to the enjoyment of common services including lifts, Ganga water supply and common facilities etc. and maintenance staff shall not attend the complaint of Vendee till clearance of dues.
23. If in future any taxes or cess or charges are levied by Uttar Pradesh Awas Evam Vikas Parishad, Lucknow, Ghaziabad Nagar Nigam, Uttar Pradesh Power Corporation Limited or any other Competent Authority then the demand for same shall be raised by the Vendor and proportionate share of the Vendee and the same will be payable by Vendee..
24. That in case the Commercial Shopping Space is not used and occupied by the Vendee himself, he shall ensure that all obligations, liabilities and responsibilities levied upon him are continuously and timely honored by the Vendee.
25. That the Vendor covenants with the Vendee that they shall peacefully hold and enjoy the said Commercial Shopping Space without any interruption by the Vendor till the time he is honoring all his/her obligation towards Vendor/Maintenance Agency or by any person claiming under the Vendor. The Vendee shall have the right to sell or rent the said Commercial Shopping Space subject to the prior NOC from all existing Maintenance Agencies.
26. **That the electricity supply shall be through Single Point Connection in which company shall provide the infrastructure and meter to the allottee(s). The proportionate security deposit with the respective**

electric authority will be deducted from IFMS at time of hand over the maintenance and common area of the project to its Association/AOA. Its fixed and variable charges shall be payable by the allottee as per prevailing tariff. The electrical installation/transformers/ E.S.S. equipments and cabling shall be designed with 60% diversity factor. For example for 10000 KVA load only 6000 KVA capacity shall be installed. That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the allottee(s) and its rate shall be decided at the time of Offer for Possession depending upon the prevailing prices of fuel. The DG equipments and cabling shall be designed with 80% diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed.

27. That whenever the title of the said Commercial Shopping Space is transferred in any manner whatsoever. It will be the responsibility of the transferor to pay the outstanding maintenance, NOC Charges of the Developer/Vendor and UP Awas Evam Vikas Parishad as applicable and other charges and obtain the No Dues of the Project **GAUR AERO MALL** from the Vendor/its nominee(s) / A.A.O./ Uttar Pradesh Awas Evam Vikas Parishad before effecting the transfer of the said Commercial Shopping Space, failing which the transferee occupying the said Commercial Shopping Space shall have to pay the outstanding dues.
28. The contents of the said Commercial Shopping Space along with the connected structural part of the building shall be insured by the Vendee at his own cost against the fire, earthquake etc. The Vendor after handing over the possession of the said Commercial Shopping Space shall in no way be responsible for safety, stability etc. of the structure. All charges towards insurance will be paid by the Vendee either by him individually or through society/ association collectively if so formed.
29. That the Vendee agrees and confirms that all the obligations arising under this Sale Deed in respect of the said Commercial Shopping Space /Building/ land/Complex shall equally be applicable and enforceable against the Vendee, Occupier and subsequent purchasers of the said Commercial Shopping Space as the said obligations go with the said Commercial Shopping Space for all intents and purposes and the Vendee assures the Vendor that the Vendee shall take sufficient steps to ensure the performance in this regards.
30. That the Deed of Declaration (DOD) as provided in the section 12 of U.P. Apartment Act 2010 in respect of Pocket-1A, _____, Storage, ECS (Equivalent Car Space) /Parking of Company, Store Room etc. are declared as Independent Areas in the above DODs are not included as common areas for joint use of Commercial Shopping Space and same shall be sold by the promoter/Vendor without the interference of the owners/allottee(s).
31. That Company has assured the Vendee that the Project in its entirety is in accordance with the provisions of the Uttar Pradesh Urban Planning and

Development Act, 1973 and Uttar Pradesh Awas Ewam Vikas Parishad by-laws.

32. That the Vendee hereby undertakes that the Vendee shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by any Competent Authorities/Departments/Courts and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
33. That all recitals of this Sale Deed along with the annexure hereto shall form a part and parcel of this instrument of sale and shall binding on the parties hereto. That if any provision of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have amended or deleted in so far as are reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to confirm to the applicable laws; and the remaining provisions of this Sale Deed shall remain valid and enforceable in laws.
34. That the registration expenses such as cost of the stamp papers, registration fees and the execution charges have been paid by the Vendee and the Vendee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the said Commercial Shopping Space for the stamp duty. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/Concerned Authority alongwith consequent penalties and deficiencies and interest as may be levied/imposed in respect of the said Commercial Shopping Space conveyed by this Deed shall be paid by the Vendee exclusively and the Vendor shall not be liable & responsible to pay the same.
35. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

IN WITNESS WHEREOF THE VENDOR AND THE VENDEE HAVE SIGNED AND EXECUTED THEIR PRESENCE ON THE DATE MENTIONED ABOVE.

VENDOR

VENDEE

WITNESSES:-

1.

2.

BRIEF PARTICULARS OF SALE DEED

1. Nature of Property :- Residential (Pocket-1A)

2. Code No./Pargana :- _____/Loni

3. Mohall/Village :- Pasonda & Sikanderpur

4. Details of Property :- Apartment/unit No. ____ on ____ Floor, in Residential Floor Complex known as ' _____ ', situated at Pocket 1A (Residential), Land Development and Grahthan Yojana (Ajantapuram), in Village Pasonda and Sikanderpur, Loni Road, Ghaziabad, U.P.

5. Measurement of Property :- Saleable Area ____ sq. ft. (____ sq.mtr.), Carpet Area ____ sq. ft. (____ sq.mtr.) approx.

6. Status of Road :- _____ mtrs. wide

7. Sale Consideration :- Rs. _____/-

8. Govt. Circle Rate :- Rs. _____/- Per Sq. Mtr.

BOUNDARIES OF GAUR AERO MALL PLOT:-

EAST : _____
WEST : _____
NORTH : _____
SOUTH : _____

PARTICULARS OF VENDOR :-

M/S U.P. TOWNSHIP INFRASTRUCTURE PRIVATE LIMITED (PAN :- AABCU5795Q) a Company registered under the Companies Act, 1956 having its Corporate Office at Gaur Biz Park Plot No. 1, Abhay Khand-II, Indirapuram, Ghaziabad, U.P. through its Authorized Signatory _____ **S/o** _____ (vide authorization letter dated _____).

PARTICULARS OF VENDEE

Mr. _____ S/o Sh. _____ and Mrs. _____
 W/o _____ R/o _____.

SALE DEED FOR Rs. _____/-
STAMP DUTY PAID Rs. _____/-

DETAILS OF PROPERTY :-

Apartment/unit No. _____ on _____ Floor, Saleable Area _____ sq. ft. i.e. _____ sq.mtr., (Carpet Area _____ sq. ft. (_____ sq.mtr.) approx. **(Layout Plan of Apartment/Unit and layout of project are Annexed herewith)** in Residential Complex known as ' _____ ' situated at Pocket 1A (Residential), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P. **(hereinafter called the "SAID Apartment/unit")**.

THIS DEED OF SALE is executed at Ghaziabad, U.P. on this _____ day of _____, 202_____ by **M/S U.P. TOWNSHIP INFRASTRUCTURE PRIVATE LIMITED (PAN :- AABCU5795Q)** a Company registered under the Companies Act, 1956 having its Corporate Office at Gaur Biz Park Plot No. 1, Abhay Khand-II, Indirapuram, Ghaziabad, U.P. through its Authorized Signatory **S/o _____** (vide authorization letter dated _____)

IN FAVOUR OF

Mr. _____ S/o Sh. _____ and
 Mrs. _____ W/o _____
 R/o _____ hereinafter referred to as the "VENDEE" of the Other Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their legal heirs, executors, administrators, successors and assigns). Hereinafter the Vendor and the Vendee collectively referred as the Parties.

AND WHEREAS the Society Shri Rama Krishna Sahakari Awas Samiti Limited is the owner and in vacant and actual possession of the land parcels situated at village Sikanderpur and Pasaunda, Tehsil & District Ghaziabad, Uttar Pradesh having a total area of Pocket-1A(Commercial), admeasuring 21258.32 square meters.

AND WHEREAS the Company has been allotted the development rights through Joint Development Agreement dated _____, bearing registration no. _____ in Book no. _____, Jild/Volume No. _____ on page _____ to _____ before the Sub Registrar of Assurances, Ghaziabad.

AND WHEREAS pursuant to the Joint Development Agreement, the Society Shri Rama Krishna Sahakari Awas Samiti Limited has executed and registered

a General Power of Attorney dated _____, registered before the Sub-Registrar of Assurance, Ghaziabad, bearing registration no._____, in Book no._____, Jild/Volume No._____ on page ___ to ___ in favour of the company by virtue of which society had appointed the Company to be its true and lawful attorney and thereby vested unto it the enabling powers to perform its functions to exploit the development rights with respect to the Project Land under the Joint Development Agreement.

AND WHEREAS the before Joint Development agreement dated _____ Layout Plan of the said Project is already sanctioned from Uttar Pradesh Awas Evam Vikas Parishad Lucknow for development of Residential Project and thereafter Vendor had constructed Residential building over the Commercial Project Gaur Aero Mall. The said Buildings (over the Commercial Project) together with the Land shall hereinafter be referred to and named as “_____” situated at Pocket 1A (Residential), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P. (site Plan of Project Annexed herewith).

AND WHEREAS the Vendor has further clarified to the Vendee that Apartment/unit situated in Project Apartment/Unit known as “_____” have been constructed on Pocket 1A (Residential), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P in accordance with the Building Plans approved by the Uttar Pradesh Awas Evam Vikas Parishad, Lucknow U.P.. The Vendee accepts the full authority and power of the Vendor for any development without any further recourse to the Vendee and further undertakes not to create any hindrance for such development by the Vendor.

AND WHEREAS the Vendor has represented to the Vendee that the said land and Apartment/unit are freehold in nature and they have clear and marketable title in respect of the said Apartment/unit and have full right, power and authority to sell and transfer the said Apartment/unit.

AND WHEREAS primarily in the residential complex the main activity is _____ activity in residential, however below the residential tower there is commercial complex.. All the services like electricity, sub-station, STP, Water tank, fire system, AC system any other system will always belong to commercial area The common area of residential tower is limited to their lobbies, lift and terrace (for the purpose services) allocated for residential block. However some service like STP, water tank, electricity and power backup will be used commonly with commercial complex, these services will be maintained by developer/Operating maintenance agency. The maintenance charges will always be payable by residential owner/tenants/AOA to the maintenance agency maintaining the commercial complex and any owner/individual/AOA/tenant of residential complex will never claim any right on the area and service mentioned above.

AND WHEREAS the Vendee has seen all documents of titles, all other relevant papers, building plans etc. of Apartment/unit " _____ " have been constructed on **Pocket 1A** (Residential), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P and has fully satisfied himself/herself/themselves about the authority, power, right & title of the Vendor and signed the Agreement for Sale Dated _____ with the Vendor and in pursuant whereto the Vendor has agreed to sell and the Vendee has agreed to purchase the said Apartment/Unit No. _____ on _____ Floor, Saleable Area _____ sq. ft. (_____ sq.mtr.), Carpet Area _____ sq. ft. (_____ sq.mtr.) approx. in " " situated at **Pocket 1A, Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P.**, along with imparable and undivided pro-rata, proportionate share to use the land of " ." project for a total sale consideration of **Rs. _____/- (Rupees Only)** on the terms & conditions appearing hereinafter.

AND WHEREAS the Vendee has availed bank loan From _____

AND WHEREAS the Vendor has represented to the Vendee that the said Apartment/unit which is being sold to the Vendee is free from encumbrances and the Vendor hold good and marketable right to convey, transfer & sell the said Apartment/Unit.

AND WHEREAS the Vendee confirms that they have verified the description, physical condition of the building in which the said Apartment/unit is situated, the said Apartment/Unit, the size, and dimensions of the said Apartment/Unit etc. therein and other physical characteristic thereof and fully satisfied for the same.

AND WHEREAS the Vendee has agreed to bear all the expenses for completion of the sale deed of the said Apartment/Unit including cost of stamp duty, registration fee and other expenses related to registration etc. as per applicable law, rules, and regulations.

AND WHEREAS the parties hereto are now desirous of executing this Sale Deed for conveying ownership right, title and interest in the said Apartment/Unit to the Vendee.

Accordingly, the Parties are now desirous of entering into this Sale Deed, which shall more particularly set forth their respective rights and obligations with clear agreement that the present Sale Deed will supersede the previous discussions, negotiations and BBA/Agreement for Sale and now onward the terms and conditions of this Sale Deed shall prevail between the parties, and the Parties have agreed to enter into this Sale Deed, subject to the terms and conditions as recorded herein.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER :-

1. That in consideration of the amount specified hereinabove of the said Apartment/Unit which has been paid by the Vendee and received by the Vendor in advance on or before execution of this deed, the Vendor do hereby transfer by way of sale the said Apartment/Unit and both the Vendor and the Vendee accepts that aforesaid consideration is for the "Saleable Area/Carpet Area as specified above" However, it is admitted, acknowledged and so recorded by and between the parties that all other rights except what have been mentioned above, lies with the Vendor i.e. to carry out further construction in case of any change in the FAR, open spaces, parking spaces (except what has been conveyed herein) or tot-lots, public amenities, , and other facilities and amenities will be the sole ownership of the Vendor who will have the full authority and power to use and/or transfer the same in any manner whatsoever and this Sale Deed is executed for the said Apartment/Unit of which the Vendor have received all and full consideration of the sale price. It is agreed between the parties that Vendee shall have right to use only the common area of Pocket-1A (Commercial) as described in Deed of Declaration (DOD) as provided in the section 12 of U.P. Apartment Act 2010 and facilities of the said Apartment/Unit in the Complex known as " _____ " situated at Pocket 1A, Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P. Vendee shall not have right to use the Common Area related to Pocket-1 and Pocket-2.
2. That the Vendor has handed over actual physical possession of the said Apartment/Unit to the Vendee at the time of execution of this Sale Deed and the Vendee hereby confirms to have taken over possession of the said Apartment/Unit from the Vendor, and the Vendee has checked and satisfied himself/herself/themselves as to the area of the Said Apartment/Unit , quality and extent of construction and items as per specifications in relation thereto and the Vendee has agreed not to raise any dispute at any time in future on this account.
3. That upon taking over possession of the said Apartment/Unit the Vendee shall have no complaint or claim against the Vendor as to any kind of delayed possession penalty as per RERA Act, any item of work, quality of work, material, area/size of Apartment/Unit or on any other ground whatsoever.
4. In case the Central Government, State Government or any other Local Authority, Department imposes any service tax, trade tax, property tax, house tax, Ganga water tax, sewer tax, rates, charges, fee, cess, levy, metro cess, any other taxes and other charges etc. upon the said land of Complex known as situated at Pocket 1A (Residential), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad, U.P. and construction thereupon, in future, retrospectively or prospectively, will be the liability of the Vendee to pay the same in proportion to the saleable area of the said Apartment/Unit and in case any such demand of service tax, trade tax, property tax, house tax, Ganga water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are paid by the Vendor, the

proportionate amount thereof will be payable and be paid by the Vendee and any default by the Vendee in making such payment in time would constitute a lien upon the said Apartment/Unit and Vendor shall be free to take legal action in respect of default in payment

5. That the Vendee has to execute separate Maintenance Agreement with vendor or its nominee and comply with all terms and conditions of maintenance agreement.
6. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other Taxes or charges to Uttar Pradesh Awas Eevam Vikas Parishad, Lucknow, Ghaziabad Nagar Nigam, Uttar Pradesh Power Corporation Limited or any other Competent Authority shall be payable by Vendee from the date of offer of possession sent by the Vendor.
7. That the Vendee shall not use the said Apartment/Unit, so as to cause any blockage or hindrance or nuisance of any nature whatsoever, to any of the owners in the Complex, common Passages, terraces or common areas and facilities of the Building. The Vendee shall not keep or store any chemical, combustible or hazardous goods in the said Apartment/Unit.
8. That the Vendee shall use the said Apartment/Unit for residential purposes only. However, if the Vendee use or permit to use of the said Apartment/Unit for any purpose contrary to the Residential use, then in that event, the Vendor and/or its Maintenance Agency/its other Agents and/Vendor/ Association of the Apartment/Unit Owners shall be entitled to take action in accordance with law.
9. The Vendee shall not be permitted to make any alterations in any elevations and outside colour scheme of exposed walls of verandah, lounges or any external walls or both faces of external doors and windows of the said Apartment/Unit acquired by him/her/them which in the opinion of the Vendor/its Agents differs from the colour scheme of Complex.
10. That the Vendee shall keep the said Apartment/Unit , the walls and partitions, sewers, drains, pipes and appurtenance thereto in good condition so as to support, shelter and protect the parts of the Buildings even other than the said Apartment/Unit and shall abide by all laws, guidelines, bye-laws, rules & regulations of the State Government, Central Government, Uttar Pradesh Awas Eevam Vikas Parishad, Lucknow U.P., Municipal Authorities and/or any other Authorities/Local Bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws and/or rules and regulations.
11. That the Vendee shall not do or permit anything to be done in or about the said Apartment/Unit which may tend to cause damage to any flooring or ceiling or any Apartment/Unit over, below or adjacent to the said Apartment/Unit or in any manner interfere with the use thereof or of

spaces, passages or amenities available for common use. The Vendee hereby indemnify(ies) the Vendor against any penal action, damages or loss due to misuse for which the Vendee shall be solely responsible.

12. That the Vendee shall not change or cause to be changed any structure of the said Apartment/Unit or any portion thereof and shall also not make or cause to be made any additions or alterations in the same or any part thereof, so as to cause blockage in any passage, verandahs, terraces etc. In the event of any non-compliance on this account, the Vendor shall be entitled to remove the offending structure/nuisance at the cost of the Vendee and claim all costs on this account from the Vendee.
13. That the Vendee shall not remove any common walls of the said Apartment/Unit including the load bearing walls and the partition walls/ structures common between the Vendee and the adjacent Apartment/Unit holders. As there are hidden RCC Columns & RCC Shear Wall supporting whole structure, so no change is allowed.
14. That the Vendee shall have no objection and shall not make any claim against the Vendor or its nominees, lessee, licensee etc. if any part of the top roof/terrace on/above the top floor of any of the Buildings is given on lease or hire by the Vendor or its agents for installation of hoardings, sign boards, antenna, satellite dishes, communications towers & equipment, advertisement purposes which does not form a part of the Apartment/Unit area paid for by the Vendee, in the Complex.
15. That it has been agreed between the Vendor and the Vendee that save and except in respect of particular Apartment/Unit hereby acquired by him, the Vendee has no right, title, interest & claim of any nature or kind except the right of ingress and egress in respect of all or any of the common areas, such as roads, lobbies, stair case, corridor etc. The common areas, parks & roads shall remain undivided and neither the Vendee nor any other person shall take any action for partition or division of any part thereof and any covenant to the contrary shall be void.
16. That the parapet walls, ground floor, basements, , commercial area and other space under ground floor and all open space in front of commercial space and all unsold spaces, unsold unit, unsold parkings shall continue to be property of the Vendor and who shall be entitled to use or deal with for any purpose whatsoever. Any Apartment owner Association will not be allowed for any type of encroachment/construction or claim on the above said area of the Complex and including roads & lobbies.
17. The Vendor shall be entitled to obtain the refund of various securities deposited by them during or before construction of the buildings in the Complex with various Government, Local Authorities and Departments for electric, water & sewer connections etc. and same shall be deductible from IFMS at the stage of handover to its Association/AAO. Any charges of replacement or major maintenance services etc. of any equipment; and cost of any new machinery, equipment etc. in respect of common area of

Residential Complex shall be deductible from the IFMS/sinking fund. In case sinking fund/IFMS falls short then the differential amount shall be payable by the Vendee of his/her proportionate share to the Vendor.

18. **Parking facility will be provided on pay and park basis by the Vendor/Developer.**
19. The Vendee agrees that he/she/they will have to allow sweepers/maintenance staff etc. to enter in his/her/their Apartment/Unit /duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in the said Apartment/Unit or any other Apartment/Unit **(if required).**
20. That the Vendee agrees that he/she/they will bear the cost & expenses for repairing any damages in the toilets/bathrooms/any other part of the other Apartment caused due to his negligence or willful act. The Vendee will be liable & responsible for any damage to any equipment in the Complex i.e. lift, firefighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their negligence malfunctioning or willful act.
21. That Vendee shall not be permitted for closing of verandah, lounges, balconies, common corridors, keeping flower pots/any other thing creating hindrance, even if particular floor/floors are occupied by the same party.
22. That the charges for up keeping and maintenance of the said project will be carried out by the VENDOR or its nominated Agency. The Vendee shall have to pay **Rs. 3/- per sq. ft.** on saleable area of Apartment/Unit + GST as monthly maintenance charges of the said Apartment/Unit for the maintenance of the common area and the services of Project. There shall be an escalation of 10% every years in said maintenance charges. The compulsory maintenance charges shall be applicable from date of expiry of three month of sending offer of possession or physical possession whichever is earlier and these charges also be applicable even if Apartment/Unit not occupied by the Vendee. Common area electricity charges, Ganga Water supply charges, water meter charges and utilities charges separately payable in addition to maintenance charges. The maintenance charges shall be payable in advance for a year.
23. That the Vendee has to execute separate Maintenance Agreement with vendor or its nominee and comply with all terms and conditions of maintenance agreement.
24. That Maintenance, Upkeep, repairs, security etc of the building including common lawns of the building /complex will be organized by the Vendor or its nominee. The Vendee has already signed the maintenance agreement the Vendee shall pay maintenance charges which will be fixed from time to time and GST or any other tax if imposed by the Govt./ Local body or any competent authority. And delay in payment will make the

Vendee liable for interest @ 24 % per annum. Nonpayment of any of the charges within the time specified shall also dis-entitle the Vendee to the enjoyment of common services including lifts, ganga water supply and common facilities etc. and maintenance staff shall not attend the complaint of Vendee till clearance of dues.

25. If in future any taxes or cess or charges are levied by Uttar Pradesh Awas Evam Vikas Parishad, Lucknow, Ghaziabad Nagar Nigam, Uttar Pradesh Power Corporation Limited or any other Competent Authority then the demand for same shall be raised by the Vendor and proportionate share of the Vendee and the same will be payable by Vendee.
26. That in case the Apartment/Unit is not used and occupied by the Vendee himself, he shall ensure that all obligations, liabilities and responsibilities levied upon him are continuously and timely honored by the Vendee.
27. That the Vendor covenants with the Vendee that they shall peacefully hold and enjoy the said Apartment/Unit without any interruption by the Vendor till the time he is honoring all his/her obligation towards Vendor/Maintenance Agency or by any person claiming under the Vendor. The Vendee shall have the right to sell or rent the said Apartment/Unit subject to the prior NOC from all existing Maintenance Agencies.
28. That Electricity Connection shall be provided either through Single Point Connection or through Multi Point Connection for the capacity as opted in the application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement (If Required),

Multi point Connection: In this case company shall provide the infrastructure for electricity in the Condominium and Vendee(s) will apply directly for electricity connection to Competent Authority/ UPPCL/NPCL. Its meter cost, installation cost and Security Deposit shall be borne by Vendee(s) himself/herself/themselves and its fixed and variable charges shall be paid by the allottee(s) and its rates shall be decided at the time of Offer for Possession upon prevailing tariff.

The electrical installation/ transformers/ E.S.S. equipments and cabling shall be designed with 60% diversity factor. For example for 10000 KVA load only 6000 KVA capacity shall be installed. That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the allottee(s) and its rate shall be decided at the time of Offer for Possession depending upon the prevailing prices of fuel. The DG equipments and cabling shall be designed with 80% diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed.

29. That whenever the title of the said Apartment/Unit is transferred in any manner whatsoever. It will be the responsibility of the transferor to pay

the outstanding maintenance, NOC Charges of the Developer/Vendor and UP Awas Evam Vikas Parishad as applicable and other charges and obtain the No Dues of the Pocket-1A (Residential) _____ from the Vendor/its nominee(s) / A.O.A/ Uttar Pradesh Awas Evam Vikas Parishad before effecting the transfer of the said Apartment/Unit, failing which the transferee occupying the said Apartment/Unit shall have to pay the outstanding dues.

30. The contents of the said Apartment/Unit along with the connected structural part of the building shall be insured by the Vendee at his own cost against the fire, earthquake etc. The Vendor after handing over the possession of the said Apartment/Unit shall in no way be responsible for safety, stability etc. of the structure. All charges towards insurance will be paid by the Vendee either by him individually or through society/association collectively if so formed.
31. That the Vendee agrees and confirms that all the obligations arising under this Sale Deed in respect of the said Apartment/Unit/Building/land/Complex shall equally be applicable and enforceable against the Vendee, Occupier and subsequent purchasers of the said Apartment/Unit as the said obligations go with the said Apartment/Unit for all intents and purposes and the Vendee assures the Vendor that the Vendee shall take sufficient steps to ensure the performance in this regards.
32. **That the Deed of Declaration (DOD) as provided in the section 12 of U.P. Apartment Act 2010 in respect of Pocket-1A (Residential), , Storage, ECS (Equivalent Car Space) /Parking of Company, Store Room etc. are declared as Independent Areas in the above DODs are not included as common areas for joint use of Apartment/Unit and same shall be sold by the promoter/Vendor without the interference of the owners/allottee(s).**
33. That Company has assured the Vendee that the Project in its entirety is in accordance with the provisions of the Uttar Pradesh Apartment Act, 2010 and Uttar Pradesh Awas Ewam Vikas Parishad by-laws.
34. That the Vendee hereby undertakes that the Vendee shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by any Competent Authorities/Departments/Courts and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
35. That all recitals of this Sale Deed along with the annexure hereto shall form a part and parcel of this instrument of sale and shall binding on the parties hereto. That if any provision of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have amended or deleted in so far as are reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to confirm to the applicable laws; and the remaining provisions of this Sale Deed shall remain valid and enforceable in laws.

36. That the registration expenses such as cost of the stamp papers, registration fees and the execution charges have been paid by the Vendee and the Vendee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the said Apartment/Unit for the stamp duty. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/Concerned Authority along with consequent penalties and deficiencies and interest as may be levied/imposed in respect of the said Apartment/Unit conveyed by this Deed shall be paid by the Vendee exclusively and the Vendor shall not be liable & responsible to pay the same.
37. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

IN WITNESS WHEREOF THE VENDOR AND THE VENDEE HAVE SIGNED AND EXECUTED THEIR PRESENCE ON THE DATE MENTIONED ABOVE.

VENDOR

VENDEE

WITNESSES:-

1.

2.