

SALE DEED

1.	Type of Property		Hotel cum Commercial (Not a Mall)
2.	V- Code		Commercial Space / Units, situated at village Noor Nagar, Raj Nagar Extn. Ghaziabad (Uttar Pradesh)
3.	Details of Shop / Commercial Unit		Shop Space No. on Floor in the Hotel cum Commercial Project, known as “.....” constructed on land bearing Khasra Nos. 1067 & 1068, situated at the area of Raj Nagar Extn. Village Noor Nagar, Ghaziabad Tehsil and Distt. Ghaziabad (U.P.)
4.	Super Area Covered Area	 Sq. Mtrs. (..... Sq. Ft.) Sq. Mtrs. (..... Sq. Ft.)
5.	Status of the Road		45 Meter
6.	Sale Consideration		Rs./-
7.	Basic Circle Rate		Rs. 82,500/- Per Sq. Mtr.
8.	Rebate	 less for Floor
9.	Circle Rate Value		Rs./-
10.	Stamp Duty Paid		Rs./-
11.	Mall . Commercial		Not a Mall (Only Hotel cum Commercial)
	<u>BOUNDARIES OF BUILDING :</u>		
	East		As
	West		Per
	North		Site
	South		Plan
	<u>BOUNDARIES OF SHOP</u>		
	East		
	West		
	North		
	South		

This Sale Deed has been executed on this the day of **2023** at **Ghaziabad.**

By

M/s **ASR REALTECH LTD.** (PAN No. **AABCN8169P**) Regd. Off at F-93, A, Gali No. 7, Jagat Puri, Delhi. through its Director Mr. **SANDEEP KUMAR** S/o Shri. Mahender Prakash Gupta R/o. II-C/208, Nehru Nagar, Ghaziabad. vide board resolution of Held on **04.01.2021** (hereinafter referred to as the “Owner/Vendor”).

IN FAVOUR OF

Mr. (PAN :) S/o Shri.
R/o. hereinafter **Singly / Jointly** referred to as
“VENDEE”, which expression shall, unless it be repugnant to the context or meaning
thereto means and includes their respective legal representatives, legal heirs, assigns,
successors and all those claiming through him/her/them).

Whereas the Vendor company purchased the land area measuring 2568.68 Sq Mtr. regarding said shop's building from M/s. **JKG INFRABUILD PVT LTD.** having office at A-24, Yojna Vihar, Delhi. Through its Director Mr. J.K. Goel S/o. Shri. Norang Lal R/o vide Sale Deed entered in Book No.1 Volume No. **17524** on pages **271/300** Sr. No. **176** on dated **07.01.2021** duly registered in the office of Sub-Registrar-II, Ghaziabad.

Whereas the Vendor purchased the said piece of land measuring 0.1688 hectare i.e. **6188** sq.mtr., khata nos. 000934 and 00214, bearing khata nos. 1067 and 1068, Village Noor Nagar, Pargana Loni, Tehsil and Distt. Ghaziabad U.P. from **MRJV CONSTRUCTION COMPANY** vide Sale Deed entered in Book No.1 Volume No. **8171** on pages **395/416** Sr. No. **3168** on dated **10.03.2014** duly registered in the office of Sub-Registrar-II, Ghaziabad.

And Whereas **MRJV CONSTRUCTION COMPANY** owner and in physical possession of freehold vacant piece of land, area measuring 0.7650 hectare i.e. 7650 sq.mtr. in khata no. 000934 bearing khasra no. 1067 and area measuring 0.7550 hectare i.e. 7550 sq.mtr. in khata no. 00214 bearing khasra no. 1068 situated in the area of Village Noor Nagar, Pargana Loni, Tehsil and Distt. Ghaziabad, U.P.

Having purchased by **MRJV CONSTRUCTION COMPANY** piece of land, area measuring 0.7650 hectare i.e. 7650 sq.mtr. in khata no. 000934 bearing khasra no. 1067, situated in the area of Village Noor Nagar, Pargana Loni, Tehsil and Distt. Ghaziabad, U.P. from (1) Shri. **SHIV KUMAR** (2) Shri. **RAM KUMAR** (3) Shri. **PUSHKAR** (4) Shri. **PRAVEEN KUMAR** (5) Shri. Pyare Lal all sons of Late Shri. Fakir Chand & (6) Smt. Dayawati W/o. Late Shri. Fakir Chand all R/o. Village Noor Nagar, Pargana Loni, Tehsil and Distt. Ghaziabad by virtue of sale deed document regd at no. **6208**, in book no. **1** volume no. **5861** on pages no. **301/324**, dated **21.05.2012** duly regd. Sub-Registrar-II, Ghaziabad and piece of land area measuring 0.7550 hectare i.e. 7550 sq.mtr. in khata no. 00214 bearing khasra no. 1068 situated in the area of Village Noor Nagar, Pargana Loni, Tehsil and Distt. Ghaziabad, U.P. from Shri. **CHARAN SINGH** S/o. Ram Chander R/o. Village Noor Nagar, Pargana Loni, Tehsil and Distt. Ghaziabad by virtue of sale deed document regd at no. **6205**, in book no. **1** volume no. **5861** on pages no. **227/250**, dated **21.05.2012** duly regd. Sub-Registrar-II, Ghaziabad.

`That the expressions of the 'Owner/ Vendor' and the 'Vendee' shall mean and include their respective legal heirs, successors, legal representatives, administrators, executors nominees and assign. The future for all intents and purposes, singular include plural, masculine gender include the feminine gender. These expressions shall also be deemed to

have been modified and read suitable wherever the Vendee is a Joint Stock Company or any other body corporate or organization or an association.

And Whereas The Vendee has seen all the documents of titles, possession and is satisfied about the authority vested in the Company! Vendor to sell the said Space in “.....” constructed on land bearing Khasra Nos. 1067 & 1067, situated at the area of Raj Nagar Extn., Village Noor Nagar, Ghaziabad Tehsil and Distt. Ghaziabad, U.P.

AND WHEREAS the Vendee further understands that the nature of the said space located in the Complex is peculiar, certain easement rights jointly with other shops spaces of the Complex and others are attached to it, which are not separate, consequently restrictive covenants with regard to its use are imposed, for efficient / smooth and successful running of Complex which have to be performed by the Vendee therefore rights in the said space cannot be conferred absolutely, same are subject to restrictions as contained hereafter which the Vendee undertake & agrees to follow / comply the same strictly.

WHEREAS

- A. The Vendor has a **Hotel-cum Commercial Complex** consisting of Shops/Commercial Spaces Units of Various sizes and dimension out of **Khasra Nos. 1067 & 1068 Situated in the area of Village Noor Nagar, Raj Nagar Extn. Tehsil and Distt. Ghaziabad U.P.** hereinafter referred to as Project Land after obtaining sanction of building plans from Ghaziabad Development Authority referred to as GDA vide its Sanction letter Permit No. Hotel/02947/GDA/BP/20-21/1087/14042022 dated 13 Apr 2023 for **the said Commercial complex & the said company had got the Completion Certificate of the said project vide letter No. dated from Ghaziabad. Development Authority, Ghaziabad.**
- B. On an application submitted by the vendee the vendor agreed to allot vide a letter of allotment dated hereinafter referred to as Allotment Letter duly executed between them for **Shop No, hence Said commercial complex having a Super area Sq. Feet (i.e. Sq. Mtr.) and Covered Area Sq. Mtrs. (..... Sq. Ft.) & project land area measuring 6188 sq Mtr.** along with undivided and impartible proportionate share in the land under earth the Building including all necessary rights attached

thereto for an agreed consideration on payment of other charges in accordance with other the terms and conditions contained in the Allotment Letter.

- C. The vendee has been provided by the vendors with all the relevant information documents building plans and such other credentials with respect to its rights title and interest in the project land and its competency facilities and basic infrastructure provided in the said Building. The vendee has confirmed that he has examined the said documents building plans etc. and fully satisfied in all respect with regard to the rights title and interest of the Vendors in the project land said **Hotel-cum Commercial Complex** Building and has also understood all limitations and obligations of the Vendors in relation thereof. The vendee herein thus has relied solely on their own judgment while deciding to seek allotment of the said shop. There has never been any obligation by the Vendee in this respect after the allotment of the said shop by the Vendors and as such pursuant to the allotment the vendee is now entering into this Sale Deed in respect of the Said Shop.
- D. For the purpose of this sale Deed, "Common Areas and Facilities" mean and includes
1. The land on which the Said Building is located and all easements rights and appurtenances belonging thereto and aid Building.
 2. The foundations, columns, girders beams supports main walls roofs halls common corridors passages lobbies stairs stairway and entrance and exits of the Said Building,
 3. Installations of common services such as power light sewerage treatment plant and rain water harvesting in the **Hotel-cum Commercial Complex**.
 4. The elevators escalators tanks pumps motors expressers pipe and ducts and its general all the apparatus and installations existing for common are including electrical, plumbing and fire shafts services ledgers on all the floors and
 5. Circulation area, service area including but not limited to machine room overhead water tank etc architectural features if provided and security rooms.
- E. All other common area and facilities which are not included hereinbefore shall be treated as limited common area & facilities and shall be reserved for use of

contain shop or shops to the exclusion of other shops without the interference of other shops owners.

Limited common area & facilities means those common area and facilities within the said building earmarked! reserved for use of the certain shop or shops to the exclusion of other shops.

- F. The Vendee since have paid the total agreed consideration to the Vendors as mentioned hereinafter the Vendee by virtue of this sale deed transferring and conveying the right title claim and interest in the said shop to he vendee n the terms and conditions as set and hereinafter.

NOW, THIS SALE DEED WITNESSETH AS UNDER:

1. In consideration of total sum of Rs/- (**Rupees Only**) which consideration in already paid by the vendee to the vendor the receipt whereof the vendor hereby acknowledge and admit before the Sub- Register –II, Ghaziabad and in consideration of the undertaking of the vendee to pay such further amount as may be at any time here to after become liable to pay in terms of this sale Deed and also subject to all those terms and conditions contained in the Allotment letter as referred here in above which may or may have not been specifically incorporated herein the vendors doth hereby grant convey transfer assure and assign into the vendee the said shop as may fully described in SCHEDULE-A given hereunder and for greater clarity delineated on the site plan attached hereto together with the undivided and impartibly proportionate share in the land under earth the Said Building and the undivided proportionate share in the common area of the said Building and along with all rights and easements whatsoever necessary for the employment of the Said Shop.
2. The Said Shop hereby sold conveyed and assured under this Sale Deed is free from all sorts of encumbrances or charges except those created on request of the vendee to obtain commercial loan for purchase of Said Shop transfers easements lines attachments of any nature whatsoever and the vendors have unencumbered good subsisting and transferable rights in the same.
3. The vacant and peaceful possession of the Said Shop hereby sold and has been delivered by the vendors to the vendee and vendee have taken possession of the same after physical inspection of the Said Shop and after having specified themselves about the quality specifications and ex-tent of construction super area

facilities and amenities and design of the Said Shop and undertakes not to raise any dispute hereto after in connection therewith individually or collectively with any other persons.

4. In the case the vendee have availed of a loan facility from their employer or financing before to facilitate the purchase of the Said Shop then in that case p[s] the terms of the financing agency shall exclusively be binding and applicable upon the vendee only and [b] the vendee shall alone be responsible for repayment of dues of the financing institution! Agency along with interest / penalty accrued thereon any default in re- payment thereof.
5. For computation purpose the Super area means the covered area / built- up area of the Said Shop which is the entire area enclosed by its periphery walls including half of the area under common walls between two Shop and full area of the other walls columns and projection balconies cupboards window projections and other projections plus proportionate share in the common area and facilities Said Building/**Hotel-cum Commercial Complex**.
6. The Vendee shall get exclusive possession of the covered built- up area of the Said Shop. The Vendee shall use common area and facilities harmoniously with other occupants shop owner of the Said Building without causing any inconvenience or hindrance to any of them. The vendee shall also be entitled to use the general common area and facilities within the **Hotel-cum commercial complex** earmarked for common use of all the occupants of the same. Further the use of such common area and facilities within the Said Building and for the **Hotel-cum commercial complex** shall always be subject to covenants herein and timely payment of maintenance charges which include advance to the maintenance agency and all other dues of the **Hotel- cum commercial complex** and as per Applicable laws.
7. Except for the Said Shop conveyed herein along with all common easementary rights attached therewith including undivided right of use all common area and facilities and of ingress and egress over common area with commercial complex which maybe within or outside the fixed print of Said Building all rights and interest in all un-allotted! unsold area in the Said Building/ commercial space open space roofs /trance of the Said Building basement parking spaces except those which are specially allotted common area and facilities shall continue to best the vendor and the vendor shall have the sole right and absolute authority to deal with such area facilities and amenities in any manner including by way of sale

transfer lease or any other mode which the vendor may deem fit in its sole directions.

8. The vendee shall after taking possession of the Said Shop or at any time thereafter shall have to objection to vendor developing or continuing with the development of other shops adjoining the shop sold to the vendee or causing any development and constitution in the commercial complex. The vendor shall have the absolute right to make additional construction anywhere in the **Hotel-cum Commercial Complex** whether in account of increase in Floor Area Ratio [FAR] from the existing FAR or for any other reason whatsoever to the extent permissible under the applicable Laws No such additional construction will be made without the obtaining the requisite approvals from the Competent Authority under the applicable laws.
9. The vendee shall not be entitled to claim partition of their undivided share in the land under earth the Said Building and the time shall always remains undivided and impartible and unidentified.
10. The vendee shall abide by and observe all the conditions terms and convents of the sale deed approving the said Building commercial complex rules framed by the vendors and! or the nominate maintenance agency [facilities management Agency/FM agency] and all laws bye-laws rules and regulations stipulated by GDA including the conditions mentioned in the completion certificate referred herein above and or the municipal land and other Government or statutory bodies and to abide the provisions of the Uttar Pradesh shop (Protection of Construction, Ownership and Maintenance Act 2010 and rules made there under, and shall remain responsible and shall keep the vendors and owners/occupies of other shop in the Said Building indemnified against all cost consequences damages and penalties arising out of any breach or non- compliance of any of items However if any additional charges levies rats taxes demands etc. including service tax GST/VAT/Works central tax, Metro Tax, Metro Cess, development charges for the provision of peripheral and/ or external service or for any other reason attributable to the said Shop/ Project are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration of said Shop payable by the Vendee and the Vendor shall have first charge/lien on aid Shop for recovery of the same.

11. The Vendor do hereby covenant with the Vendee that the interest, which each of the Vendor hereby professes to transfer, is subsisting and Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the Said Shop unto the Vendee in the manner aforesaid free from all encumbrance.
12. The Vendee has agreed to abide by the rules and regulations made by Local/Government Authorities for business working hours for operation of the Said Shop. The Vendee has also agreed to keep the said Shop closed on National Holidays unless specific written approval has been obtained by the Vendee to keep the said shop open on National Holidays from competent Government Authorities.
13. The Vendor has agreed to organize operation, unkeep and maintenance of various services and facilities provided in the **Hotel-cum Commercial Complex** as facilitator through its nominated agency (herein "**Maintenance Agency**") The Vendee have agreed and undertaken to enter into a Maintenance & Management Agreement (herein "**Maintenance Agreement**") executed/to be executed between the Vendors, Vendee (or their Tenants/Lessee) & the Maintenance Agency. The Vendee (or their Tenant/s Lessee) undertakes to deposit with the Maintenance Agency, an Interest Free Maintenance Security (herein "**IFMS**"). For availing various services and facilities provided in the Commercial complex/ Said facilities provided in the Commercial complex) Said Building, the Vendee (or their Tenants/ Lessee) undertakes to deposit with the Maintenance Agency. an Interest Free Maintenances Security (herein "**IFMS'**"). For availing various services and facilities provided in the **Hotel-cum Commercial Complex/** Said Building, the Vendee (or their Tenants/ Lessee) shall pay, in advance, for initial period of **12 (Twelve)** months on account of Maintenance Charges towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges etc. as per the terms of the Maintenance & Management Agreement. The Lessee or Tenant shall continue to pay Maintenance Charges after the initial period of **12** months and when the shop is not let out or leased, the Vendee shall pay maintenance charges to the Maintenance Agency. Maintenance Agency shall be entitled to disconnect the said services and facilities including the electricity supply & power back-up in the event of default or delay/default in payment of said maintenance charges by the Vendee/ Tenant/ Lessee, after expiry of initial period. Vendee may be permitted to transfer the Said Shop after obtaining no dues from the Maintenance Agency.
14. The Vendee (or their Tenants/Lessee) agrees to reimburse to the Vendor such charges as demanded/may be demanded separately for making arrangements for

providing sewerage, water and electricity connections, etc. to the Said Shop from the peripheral services / connections provided, provided by various authorities to the **Hotel-cum Commercial complex** at single point. The Vendee (for their Tenants/ Lessee) have also agreed and undertaken to pay electricity consumption charges to the Vendor or its nominated agency for supply of electricity to the Said Shop from a Single Point Supply/connection provided to the **Hotel-cum Commercial Complex** by the UPPCL or any such authority. The supply of the electricity shall be liable to be disconnected, if the bills for the same are not-paid in the specified time.

15. The Vendor has provided power back-up system to each shop/ commercial/ unit and to the common services/ facilities in the Said Building. The Vendee (or their Tenants/ Lessee) shall be liable to pay regularly and timely the charges towards electricity consumed by the Vendee through the power supply and proportionate running cost of power back-up system over and above the general maintenance charges, electricity consumed through the power back-up system at such rates, taxes, levies, service charges etc., as determined by the vendors/ Maintenance Agency through pre-paid meters failing which supply of electricity through mains or power back-up can be discontinued by them. Supply or power/lack of electricity may be discontinued and maintenance services may be stopped to the Said Shop, in case of default by the Vendee in payment of these amount. The Vendee (or their tenants/Lessee) is prohibited from installing its own D.G. set for the said shop and has to avail the power back-up system set up for the said building.
16. The maintenance of the Said Shop including all walls and particulars, sewers, drains, pipes and Centralized Air conditioners shall be the exclusive responsibility of the Vendee. The Vendee will neither themselves permit anything to be done nor caused to be done, which may damage any part of the Said Building, the staircase, shafts, common passages, elevators, adjacent shop(s), etc., or violates the rules or by-laws of the Local Authorities or the Vendor/ Maintenance Agency.
17. The Vendee are not permitted to use the central green lawns, parks and other common areas for organizing personal functions such as Marriages, birthday parties etc. If any common space is provided in the **Hotel-cum Commercial Complex** for organizing meetings and permitted events, the same may be used by the Vendee on payment of such charges as may be fixed by the Vendors/Maintenance Agency from time to time if approved by Vendor.

18. The Vendors and/or Maintenance Agency and their authorized staff and workmen shall always have the right to enter into and upon the Said Shop or any part thereof at all reasonable hours to set right any default in the Said Shop or the defects in the shops above or below or adjoining the Said Shop and for repairing, maintaining cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc and the Vendee covenants and agrees to permit them to do so. Any refusal by the Vendee to allow such entry into or upon their shop or any part thereof will be deemed to be a violation of this Sale Deed and violation of right of easement and right of usage of common services and facilities of other shop owners and the Vendee shall make themselves liable for legal action for the said violation.
19. It is made clear that the Maintenance & Management of the **Hotel-cum Commercial Complex** shall be organized by Maintenance Agency through various outside/-outsourced specialist agencies under separate agreements/arrangements to be entered into with them. The responsibility of the Vendors and/or Maintenance Agency will be limited only to the extent of supervision to the best of its abilities subject to human limitations and short comings, that the operation and functioning of these agencies is in conformity with the agreements/ arrangements entered into with them and to change any agency if its performance it not found satisfactory.
20. The responsibility of providing Watch & Ward Security services in the **Hotel-cum Commercial Complex** shall be of the Maintenance Agency who can entrust to some outsourced Security Agency. The Maintenance Agency and the security agency will be entitled to regulate entry into the **Hotel-cum Commercial Complex**. The security agency may not guarantee or ensure full proof safety and security of the Commercial complex or Vendee residing in the **Hotel-cum Commercial Complex** or their belongings and properties. It is made clear” and agreed herein the neither the Vendors nor the Maintenance Agency shall have any financial/criminal liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime/ mishap/ accident occurring in the Said Shop/Said Building/**Hotel-cum Commercial Complex** or any part or portion thereof due to any lapse/ failure/shortcoming on the part of the staff of the security agency and/or the Vendor/Maintenance Agency.
21. That Vendors and the Maintenance Agency shall in no case be held responsible or liable for any fire or any kind of hazard electrical, pollution, structural originating

from the Said Shop or other shops /Common Areas of the Said Building. The Vendee shall keep Maintenance Agency and the Vendor indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency the Vendor and other shop owners of the Said Building or their family members or any other persons or their properties in this regard.

22. The Vendor and the Maintenance Agency shall have no legal liabilities what so-ever arising from acts of omission, commission, negligence and defaults of the aforesaid agencies in providing the stipulated / expected services. The Vendor and/or Maintenance Agency shall not be liable for any default/deficiency in Maintenance & Management of the **Hotel-cum Commercial Complex** by reason of any force majeure circumstances human failures and shortcomings or any other circumstances beyond their control. The Vendor and Maintenance Agency shall also not be liable for any loss, damage or physical injury which may be caused to the Vendee or the family members, domestic staff, guests or another persons /visitors on account of any human error or fault on the part of the employees of Maintenance Agency or the employees of the any of the outsourced agencies providing services to the **Hotel-cum Commercial Complex** or by reason of any circumstances beyond their control.
23. The existing use of the Said Shop in Commercial and the Vendee undertakes to use the Said Shop for Commercial purpose only. The Vendee shall therefore not use the Said Shop conveyed herein for any illegal or immoral purpose not permissible under applicable laws or use it so as to cause nuisance, annoyance or risk to the Vendor and owners/ occupants of other shops in the Said Building. Vendee shall not use the said shop for any other purpose for e.g. Rice Mill, Atta Chakki, Welding Work, Meat Shop, Liquor/ wing shop, automobile workshop or shop for chemical or explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said shop. Vendee agrees that he shall take consent in advance from the Vendor for the nature of business he wants to carry on in the said shop or the business to be carried on by any future Lessee or Tenant of the Vendee and the Vendor shall always have a first right of refusal in all such events.
24. The Vendee shall be liable to pay all taxes or other charges including Municipal Tax, Water Tax, Sewerage Tax, Swachh Bharat Tax or any other such taxes, charges, levies, etc., which are imposed, levied or charged under any law in force or that may hereafter be enforced, in respect of the Said Shop from the date of allotment of Said Shop. So long as Said Shop is not separately assessed for the

taxes, duties, etc., the Vendee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the super area of the Said Shop to the Vendor, who on collection of the same from owners of all the shops in the **Hotel-cum Commercial Complex** shall deposit the same with the concerned Authority.

25. All the provisions contained herein and the obligations arising hereunder in respect of Said Shop I Said Building/ **Hotel-cum Commercial Complex** shall equally be applicable to and against any and all occupiers, Tenants/licensees/ lessees and/ or subsequent purchasers/transferees of Sid Shop. Whenever the right, title and interest of the Vendee in the Said Shop is transferred in any manner whatsoever, the transferee(s) shall be bound by all covenants and conditions contained in this Sale Deed and the Maintenance & Maintenance Agency referred to elsewhere in this Sale Deed and they be liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Shop.
26. The Vendee shall not raise any construction temporary or permanent in or upon the Said Shop nor shall they make any alternation or addition or sub-divide or amalgamate the Said Shop, The Vendee shall not demolish or cause to be demolished any structure of the Said Shop or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same or in an part thereof in view of structural safety of the Said Building. The Vendee she not remove the floor, roof and any walls of the Said Shop including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the shops above, adjoining and below it.
27. The Vendee shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the Said Shop in any form. The 'lendee shall also not change the colour scheme of the outer walls or painting of exterior side of the dons and windows and shall not carry out any change in the exterior elevation and design by causing any addition or alteration in the same or otherwise. Any such breach shall be treated as default and the same shall attract discontinuation of common services and facilities.
28. The structure of the Said Building along with lifts, pump houses, generators and other common facilities etc may be of insured by the Vendors or Maintenance Agency, under Fie Special perils Policy at the expense of the Vendee provide all the occupiers / owners of all the shops pay an continue to pay the proportionate charges to be included for the purpose of insurance and the Vendee shall always

be liable to pay proportionate cost thereof separately. The Vendee shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. The said insurance shall not include contents inside the Said Shop and the Vendee may get the same insured separately at their own cost and expenses.

29. In the event of accrual of any claim as a result of fire or any other extraneous perils as aforesaid for which insurance has been taken by the Vendor or Maintenance Agency, the Vendee hereby authorizes the Vendor or Maintenance Agency, as the case may be, to lodge claim/s under the insurance Policy and collect proceeds thereunder on behalf of the Vendee and Vendors of Maintenance Agency for the respective rights and interests and further agrees that any discharges given by the Vendor or Maintenance Agency to the Insurance Company, its agents and / or its representatives will be binding on the Vendee.
30. The Vendee shall not keep any hazardous, explosive, inflammable chemicals / materials etc. which may cause damage to the Said Building or any part thereof. The Vendee shall not keep any Arms, Ammunition weapons etc. in the said and the Arms Act, 1956 shall be applicable to the Vendee and said Shop. The Vendee shall be liable for the same and keep the Vendors and owners of other shops in the Said Building indemnified in this regard.
31. The Vendee shall keep the Said Shop property repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Said Building or hinder the proper and responsible use of such portion(s) by the owners of other shops. The Vendee shall maintain at their own costs the said Shop including walls and portions, sewers, drains, pipes and terrace areas, if any thereto in the same good condition, state and order in which it is delivered to them and in particular to prevent any seepage leakage flooding or damage to any other part of the Said Building, more particularly the shops adjoining and below it. The Vendee shall keep the Vendor and owners / occupiers of other shops in the Said Building / **Hotel-cum Commercial Complex** indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non compliance by the Vendee.
32. The Vendee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to use. The Vendee shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized

temporary/permanent construction carried out by them in the Said Shop or on open/covered parking space(s) or on any common area withing the Said building or within the **Hotel-cum Commercial Complex** and shall be liable to be removed at their cost.

33. Neither the owners/s occupants of the Said Shop nor owners / occupants of other shops m the Said Budding will ever have any right to obstruct or cause obstruction or hindrance of any nature to the staircase / driveway and any other common passage, services and facilities in any manner whatsoever. The common areas, e.g. staircase driveway, passage etc., will in no case be used for keeping! chaining any pets/dogs or any animal / bird.
34. The Vendee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding etc. at the external facade of the Said Building or anywhere on the exterior or on common areas or on roads of the **Hotel-cum Commercial Complex** and shall be entitled to display the same only at the proper place, provided for the Said Shop
35. The Vendee may undertake non structural / interior decorations related alterations m their shop only with the prior written approval of the Vendor. The Vendee shall not be allowed to affect any of the following changes / alterations
 - (i) Changes which may cause damage to the structure (columns, beams, slabs, etc.) of the Said Shop or any part of adjacent units. In case damage is caused to an adjacent shop or common area, the Vendee will get the same repaired failing which the cost of repair may be deducted from the Vendee's IFMS;
 - (ii) Changes that may affect the facade of the Said Building (e.g. change in windows) tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.) ;
 - (iii) Making encroachments on the common spaces in the Said Building! **Hotel-cum Commercial Complex**; and
 - (iv) Any construction temporary or permanent or an alteration or addition to sub-divide or amalgamate the Said Shop.

36. The Vendee shall strictly observe the followings to ensure safety, durability and long term maintenance of the Said Building:
- (i) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose;
 - (ii) All the plumbing problems should be attended by a qualified or experienced plumber in the Said Building. The plumbing Network inside the Said Shop is not to be tampered with or modified in any case.
 - (iii) All the external disposal services to be maintained by periodical cleaning;
 - (iv) The Vendee shall not cover the balcony / terrace, if applicable of the Said Shop by any structure, whether permanent or temporary;
 - (v) No alteration will be allowed in elevation, even of temporary nature;
 - (vi) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician;
 - (vii) The Vendee should make sure that all water drains in the Said Shop (whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below;
 - (viii) The Vendee should avoid random parking of their vehicles and per individual wish, only the design approved by Vendors will be permitted for installation.
37. Even after the execution of this Sale Deed in favour of the Vendee the Vendor shall have the rights to raise additional stories / tower in the **Hotel-cum Commercial Complex** or put up additional structures as all provisions have been made in the Said Building and the same shall be sole property of the Vendor., who shall have the absolute right to dispose of the same in any manner it likes without any interference from Vendee and Vendee hereby expressly consent / already consented to the same.
38. The Vendee are aware that they shall have no right to object to the Vendor constructing and / or continuing to construct other buildings adjoining the Said Building or raise further construction in the Said Building. If at any stage further construction in the Said Building / **Hotel-cum Commercial Complex** becomes

permissible the Vendor shall have the sole right to undertake and” dispose of such construction without any claim or objection from the Vendee.

39. Vendee are also aware that the Hotel-cum Commercial Complex is being developed / constructed in phases, and as such the common facilities and services, which have been envisaged therein shall also be available to them in phases. Vendee agrees and undertakes not to object to such development either individually or collectively in association with other persons(s).
40. The Vendee may transfer by sale gift, exchange or otherwise in any manner, the Said Shop after obtaining a No Objection of the Vendor and / or the Maintenance Agency as regards, clearance / payment of outstanding maintenance charges and any other charges payable by the Vendee to the Vendors or the Maintenance Agency concerned with maintenance of common areas, facilities and services.
41. All costs and expenses incidental to the preparation execution and registration of this Sale Deed including the payment of Stamp duty and registration fee has been borne by the Vendor.
42. That Vendee don't allowed/permit in any condition meet slaughter shop. wine shop, bear shop, car vehicle parts or related works for vehicle servicing wheel balancing will not be permitted / allowed in any condition and above services fully restricted in said complex.

PAYMENT DETAILS

1. Rs./- received by Vendor from the Vendee.

SCHEDULE "A" REFERRED HEREINABOVE

Description of the Said Shop conveyed to the Vendee

All that piece and parcel of the built-up Shop cum Commercial **Space Shop No.**, **on Floor** in the Hotel cum Commercial Project, known a' "....." constructed on land bearing Khasra Nos 1067 & 1068, situated at the area of Raj Nagar Extn., Village Noor Nagar, Ghaziabad Tehsil and Distt. Ghaziabad, U.P. along with undivided and impartible proportionate share in the land underneath the Said Building and undivided proportionate share in the common area of the Said Building including all easementary rights attached thereto along with right of use to general commonly used areas and facilities earmarked for common use of all occupants within the Commercial complex named "....." situated at Village Noor Nagar, Raj Nagar Extn., Ghaziabad, Tehsil and District Ghaziabad, UP.

This deed is written according to the statement of both the parties, Advocate have no personal statement.

IN WITNESS WHERE OF, the Vendor and the Vendee, described hereinabove, have signed, sealed & executed at the place and, on the date, month & year, first above written and in the presence of following witnesses.

SIGNED, EXECUTED & DELIVERED BY :

VENDOR

VENDEE

WITNESS

1.

Mr. S/o. Shri.

R/o.

Aadhar No.-

2.

Mr. S/o. Shri.

R/o.

Aadhar No.-

Drafted by : KAMALDEEP TALIAN, Advocate Chamber No. A-10, Tehsil Compound, Ghaziabad. This sale deed has been prepared as per the statement of the parties and on the basis of given information by the parties. There will be no responsibility of the advocate.