

SALE DEED

This Sale Deed (“**Sale Deed**”) is made and executed on this [•] day of [•], [•] by and between

Aurika Developers LLP, (LLPIN ACE-8512) (PAN no. [•]), a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Unit No – OF- 1102, Plot C-3, E-1, Gulshan One29 Sec-129, Chaprauli Bengar, Gautam Buddha Nagar, Noida, acting through its Designated Partner, Mr. [•] who has been duly authorized by a resolution dated [•] to execute this Sale Deed (hereinafter referred to as the ‘**Promoter**’ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest and assigns),

AND

Advika Buildtech LLP, (LLPIN [•]) (PAN no. [•]), a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at [•] acting through [•] (hereinafter referred to as the ‘**Owner**’ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest and assigns),

(The **Promoter** and the **Owner** are herein after collectively referred to as the “**Sellers**”).

AND

_____ (hereinafter called the ‘**Purchaser(s)**’ which expression shall mean and include their heirs, successors, administrators and assigns).

WHEREAS:

- A. The Owner is the absolute and lawful owner of approx. 3182.42 sqm (0.78 acres) situated at Gata No. 228, 229 and 230, Kudha Keshavpur, 14-Kosi Parikrama Marg, Darshan Nagar, Ayodhya (“**Said Land**”) vide sale deed dated 4 June 2024 registered as document no. 6801, in Book 1, Vol. 11202, at pages 303 to 324 and the Owner and the Promoter have entered into a joint development agreement dated 11 June 2024 registered with the Office of jurisdictional Sub-Registrar as Document No. 704, in Book No. 1, Vol. No. 11213 at Pages 1 to 96 along with the general power of attorney dated 11 June 2024.
- B. The Promoter is presently developing a commercial project under the name and style of “Veda” on the Said Land along with Facilities, facilities, services etc. and such other development as permissible under Applicable Laws (“**Project**”).
- C. The Building Plan / Site Plan of the Project were approved by the Competent Authority vide Memo No. [•] dated [•].
- D. The Promoter has registered the development upon the Said Land with the UP RERA Authority as a real estate project under the provisions of the Act read with the Rules, and the Authority has granted registration vide Registration No. [•] dated [•].
- E. The Sellers have exclusive right of respect of the Unit No. [•], Floor No. [•], Tower No. [•], Building [•], having Total Area of [•], as more specifically detailed in **Schedule-I** attached hereto (“**Said Unit**”), which is free from all encumbrances whatsoever, and the Sellers have agreed to sell, transfer and assign absolutely the Said Unit to the Purchaser(s) for the total consideration value of

_____-/- (in words) (“**Total Consideration Value**”) and the Purchaser(s) have agreed to purchase the same as per the terms and conditions set forth herein.

- F. The Purchaser(s) have, prior to the execution of this Sale Deed, inspected all the documents and necessary papers regarding the title of the Sellers in respect of the Sadi Unit hereby sold and fully satisfied himself/herself/themselves regarding the ownership rights of the Sellers in the Said Unit and right to transfer the Said Unit, and Purchaser has also examined the quality of work, material, etc. and has no complaint in any respect with regard to the area of the Said Unit hereby sold to the Purchaser and hereby waives any and all rights of any compensation or claims, if any, in respect of the Said Unit.

NOW THIS SALE DEED WITNESSETH AS UNDER:

1. That in consideration of the Total Consideration Value paid by the Purchasers to the Sellers including TDS, the receipt whereof the Sellers hereby acknowledge. The Sellers hereby sell, convey, assign and transfer by way of absolute sale the Said Unit detailed in Schedule-I attached hereto, in favor of the Purchaser to hold the same as absolute owners thereof, on the terms and condition provided in this Sale Deed.
2. That the Purchaser has examined the nature of construction and quality work of the Said Unit and is fully satisfied with it. The Purchaser hereinafter shall not be entitled to raise any sort of dispute or claims regarding quality of the construction/ workmanship or anything or matter relating to or incidental to the construction etc., of the said Unit.
3. That the Said Unit hereby sold is free from all sorts of encumbrances, liens, attachments, mortgage, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Sellers are pending in any Court of Law or before any authority.
4. That all the taxes, in respect of the Said Unit upto the date of Occupation Certificate obtained for the Said Unit shall be borne and paid by the Sellers, while the taxes pertaining to the period thereafter shall be borne and paid by the Purchaser(s).
5. That the Purchaser(s) agrees to pay all taxes, charges, payable in respect of Said Unit to the State Government, Central Government or any other authorities empowered to impose the same for the period subsequent to the date of this deed of sale.
6. That the entire expenses for execution and registration of this Sale Deed including typing charges, stamp duty registration fees and other miscellaneous expenses shall be exclusively borne by the Purchaser(s) and the Sellers shall not be responsible for the same in any manner whatsoever and in case any further stamp duty or penalty is levied then the same shall be liability of the Purchaser(s).
7. The Purchaser(s) fully comprehends the nature of Project and the Purchasers intends the Said Unit to be exclusively designed, furnished, fitted, serviced, operated and used for leased/ sub-leased, licensed or otherwise let out to prospective customers/ third parties for fee/ rent / charges. The Purchaser(s) have specifically opted to purchase the Said Unit for lease / let-out of the Unit to third parties to earn rental income. The Purchaser(s) duly acknowledge that the Said Unit has been leased and possession of the Said Unit has been handed over in accordance with the Lease Deed dated [•] registered as document no. [•], and the Purchaser(s) agree to adhere to the terms and conditions of the said Lease Deed. That the Purchaser(s) shall not use or cause to be used the Said Unit or any portion thereof for any other purposes whatsoever.

8. The Project consists of various commercial components such as retail, restaurant, service apartments, vanilla stores, F&B hyper-market, fine dining and restaurants, along with suitable infrastructure facilities within the Project which are being developed under the Project, and the Purchasers(s) have understood all the limitations, restrictions, requirements and obligations in respect thereof. The Purchasers(s) understands, agrees and accepts that the facilities/areas detailed in **Annexure-A** hereto (“**Facilities**”) are not included in the Total Area of the Said Unit or the Common Area, and these Facilities are the exclusive ownership of the Sellers, and the Sellers are free to sell or use the same in any manner, they deems fit and appropriate. It is expressly agreed to and understood by the Purchasers(s) that it is only the area within the four walls of the Said Unit that has been agreed to be sold, transferred and assigned to the Purchasers(s), and the sale of the Said Unit does not and would not create any specified or independent interest in the Purchaser(s) in the Facilities, and open spaces of the Project. That the Purchaser(s) shall have no claim, right title or interest of any nature of any kind in relation to the Common Areas such as open spaces and parking etc., in respect of all or any of which shall be commonly used by the owners of the other units in the Project, except of ingress or egress to the Said Unit subject to the terms and conditions of the aforementioned lease deed.
9. That after execution of this Sale Deed, the Purchaser(s) may get his name mutated in the relevant records of competent authority and other concerned authorities on the basis of this Sale Deed and the Sellers shall have no right to object in the matter. However, the Seller shall cooperate with the Purchaser(s) for the said purpose, if the same is required by the Purchaser(s).
10. That the Purchaser(s) shall in no way or manner will be entitled to create any construction(s) or block the common areas such as entrances, exits of the parking area, garden and in case he/she/they does so then the Sellers shall have right to remove the construction / obstruction forthwith at the cost of the Purchaser(s).
11. The Sellers or their nominees, agents or persons / employees shall be permitted at all reasonable time to enter into the Said Unit for the inspection and maintenance / repairs.
12. That the name of the entire project is “Veda” and the Purchaser(s) or occupier of the others units shall not be entitled to change the name of the Project under any circumstances.
13. The Purchaser(s) shall not be allowed to make changes in the façade / external/internal structure of the Said Unit and the colour scheme of the Said Unit/outer walls to maintain uniformity in the Project.
14. The Purchaser(s) would not undertake any constructions/ alterations in the Said Unit. In case, any damage is caused to the Project/ property/ unit belonging to the other owners or Sellers or common areas or Facilities or any other party, the Purchaser(s) shall have to make good / repair the same up to the satisfaction of the other party.
15. The Promoter, either through itself or any third party, shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Purchaser(s)s or Competent Authority, as the case may be, upon the issuance of the occupation certificate / part thereof, of the Project, as the case maybe. The Promoter, for the purposes of carrying out such maintenance services at the Project / part thereof, may employ / hire a maintenance agency (“**Maintenance Agency**”) appointed for the said purposes. The Purchaser(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges

etc. (“**Maintenance Charges**”) to the Association or Maintenance Agency and performance of all conditions, covenants, obligations and responsibilities of the Purchaser(s). The rates of maintenance and service charges shall be fixed by the Promoter or Association or the Maintenance Agency, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges, power backup, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned.

16. The Purchaser(s) hereby agrees and undertakes to execute a Maintenance Agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / Association / Maintenance Agency as appointed for maintenance and upkeep of the Project / part thereof by the Promoter (“**Maintenance Agreement**”).
17. That as and when any plant, machinery, equipment etc. within the Project / part thereof including but not limited to lifts, DG sets, electric substation, pumps, solar panel, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the Purchaser(s) / occupants of the units in the Project on pro-rata basis (i.e. in proportion to the Total Area of the Units to the Total Area of all the Units in the Project).
18. The Purchaser(s) further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and / or other writings as required, at the sole discretion of the Promoter / Maintenance Agency / Association, for the purposes of framing rules for management of the Project and use of the Unit by the Purchaser(s) for ensuring safety and safeguarding the interest of the Promoter / Maintenance Agency / Association and the other Purchaser(s) and the Purchaser(s) also agrees and confirms not to raise any disputes / claims against the Promoter / Maintenance Agency / Association and other Purchaser(s) in this regard. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Purchaser(s) and / or Association for any act, deed, matter or thing committed or omitted to be done by the Maintenance Agency in the due course of such maintenance, management and control of the Project, and / or Common Areas and Facilities, Facilities and services thereto, as the arrangement between the Promoter and the Maintenance Agency is on principal to principal basis. The Purchaser(s) agrees to comply with all rules, regulations, directions etc. framed by Promoter / Association / Maintenance Agency under the Applicable Laws with regard to provision of maintenance services in the development upon the Said Land / Project.
19. That before transfer of the Said Unit either by Purchaser(s) or any of their transferee(s), the Purchaser(s) or any of their transferee(s) shall have to obtain the ‘No Objection Certificate’ from the Promoter, who are maintaining the aforesaid Project regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Purchaser(s) or any of their transferee(s) transfer the Said Unit without obtaining the said ‘No Objection Certificate’ from the Promoter/ Maintenance Agency, then in that event the new owner or owners of the said Unit has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said Unit, to the Promoter / Maintenance Agency.
20. That in case of resale of the Said Unit by the Purchaser(s), the transferee shall always be bound by the terms and conditions contained herein and also in the Maintenance Agreement.
21. That the Purchaser(s) is bound to join the association of allottees/ RWA of “Veda” and pay the proportionate maintenance charges regularly. That the Purchaser(s) agrees / binds himself to become a member of the said RWA / association.

22. That in case any tax in future on the basis of this sale deed is payable on the aforesaid Unit under this deed shall be borne and paid by the Purchaser(s).
23. That this sale deed has been drafted by the undersigned as per instructions and documents provided by the parties for which they shall be responsible.

Understanding in relation to Electricity Connection is to be Added.

**SCHEDULE-I
DETAILS OF THE SAID UNIT
[TO BE INSERTED]**