#### भाग 1 प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला उपनिबन्धक मदर प्रथम गाजियाबाग 10.11 2023136036309 आवेषन संख्या : 202300739101902 लेख या घार्थना पत्र प्रस्तुत करने का दिनॉक 2023-12-29 00:00:00 प्रस्तुतकर्ताया पार्थी का गाम गरद कुमार भौधरी लेख का प्रकार ৰিমৰ গৰ प्रतिफल की धनराशि 4014000 / 4014000.00 1. रजिस्ट्रीकरण शुल्क 40150 2. प्रतिलिपिकरण शुल्क 100 3. निरीक्षण या तलाश शुल्क 4 . मुख़्तार के अधिप्रमाणी करण लिए शुल्क 5. कमीशन शुल्क 6. विविध 7 . यात्रिक भत्ता 1 से 6 तक का योग 40250 शुल्क वसूल करने का दिनौंक 2023-12-29 00:00:00 दिनाँक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र वापस करने के लिए तैयार होगा 2023 12-29 00,00:00 प्रधम रजिस्ट्रीकरण अधिकारी के हस्ताक्षर পৰ

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For Apanual Associates (Promoters) Ltd. unorised Signatory

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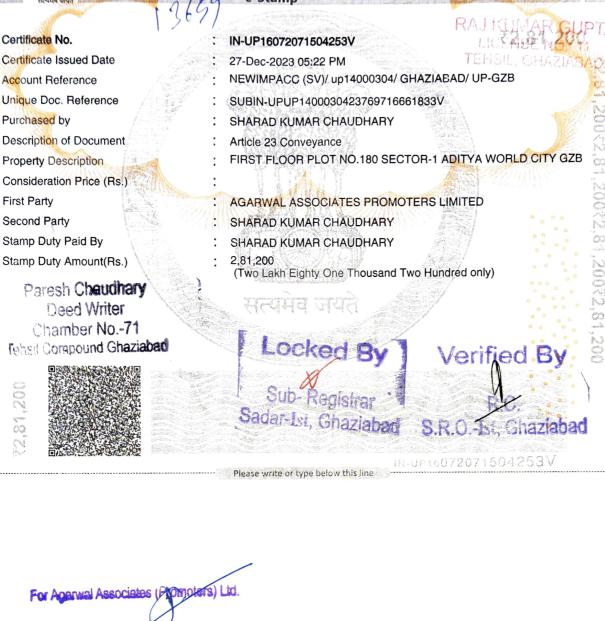
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The onus of checking the legitimacy is on the users of the certificate 3. In case of any discrepancy please inform the Competent Authority

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The onus of checking the legitimacy is on the users of the certificate 3. In case of any discrepancy please inform the Competent Authority.

# **Calculation of Stamp Duty**

V Code	:	0130
Nature of Property	:	Residential Floor
Property Detail	:	First Floor (Without
		Roof Rights) Situated at Plot
		No. 180, Sector No.1,
		Aditya World City,
		Ghaziabad, U.P.
Covered Area of Floor	:	102.649 Sq. Mtr.
Plot Area	:	<b>162</b> Sq. Mtr.
Status of Road	:	12 Mtr. wide Road
Two Side Road	:	No
Park Facing	:	No
<b>Reserved Parking Facility</b>	:	No
Govt. Circle Rate of Land	:	<b>17,000</b> /- Per Sq. Mtr.
Rebate as per Floor	:	<b>40</b> %
Net Rate of Land	:	Rs. <b>10,200</b> /- Per Sq. Mtr.
Govt. Circle Rate of Construction (First Class)	:	Rs. <b>14,000</b> /- Per Sq. Mtr.
Circle Rate Valuation	:	Rs. <b>30,89,486</b> /-
		rounded off to Rs.
		30,90,000/-
Total Sale Consideration	:	Rs. <b>40,14,000</b> /-
Stamp Duty	:	Rs. <b>2,81,200</b> /-

For Agarwal Associates (Proproters) Ltd.

Schandhare

Authorised Signatory

आवेदन सं०: 202300739101902

विक्रय पत्र

बही स०: 1

रजिस्ट्रेशन स०: 13659

वर्षः 2023

प्रतिफल- ४०१४००० स्टाम्प शुल्क- २८१२०० बाजारी मूल्य - ४०१४००० पंजीकरण शुल्क - ४०१५० प्रतिलिपिकरण शुल्क - १०० योग : ४०२५०

श्री शरद कुमार चौधरी , पुत्र श्री रामजी चौधरी व्यवसाय : अन्य

निवासी: हाउस नंबर 738/2/94बी रामानन्द नगर अल्लाहपुर इलाहाबाद

ने यह लेखपत्र इस कार्यालय में दिनाँक 29/12/2023) एवं 01:52:08 PM बजे निबंधन हेतु पेश किया।

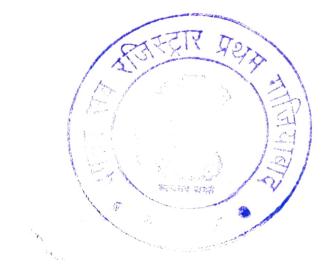


वन्दना . चौधरी उप निबंधक :सदर प्रथम गाजियाबाद 29/1 रि्2023

> अनिल प्रामी निबंधक लिपिक 29/12/2023

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रिंट करें



#### SALE DEED

STAMP DUTY @ 7% AS PER NOTIFICATION ORDER NO. S.V.K.N.-5-2756/11-2008-500(165)/2007, LUCKNOW DT. 30.06.2008 BY UTTAR PRADESH GOVERNMENT INSTITUTION FINANCE, TAX AND REGISTRATION ANUBHAG-5.

THIS SALE DEED is executed at Ghaziabad on this 29 day Dec., 2025 between: of

M/s AGARWAL ASSOCIATES (PROMOTERS) LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 10, New Rajdhani Enclave, Vikas Marg, Delhi -110092 through its Authorized Signatory, Mr. Bir Singh Pundir S/o Late Kundan Singh Pundir R/o 10, New Rajdhani Enclave, Vikas Delhi–110092, (Authorized Vide Marg. Authority Letter Dated 27/12/2023 (hereinafter referred to as the "VENDOR" or the "FIRST PARTY", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns). (PAN of Company-AAACA2789D)

#### AND

Mr. Sharad Kumar Chaudhary S/o Mr. Ramji Chaudhary R/o House No. 738/2/94B, Near Labour Chauraha, Ramanand Nagar, Allahapur, Allahabad (U.P.)-211006, (Hereinafter referred to as the "VENDEE" or the "SECOND PARTY"), which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his/her/their heirs, executors, permitted assignees, administrators, legal representatives, nominees and successors etc.). (PAN-ABGPC5783M)

For Agenual Associates (Promoters) Ltd. horised Signatory

(Suhandharz) Vendee

## आवेदन सं०: 202300739101902

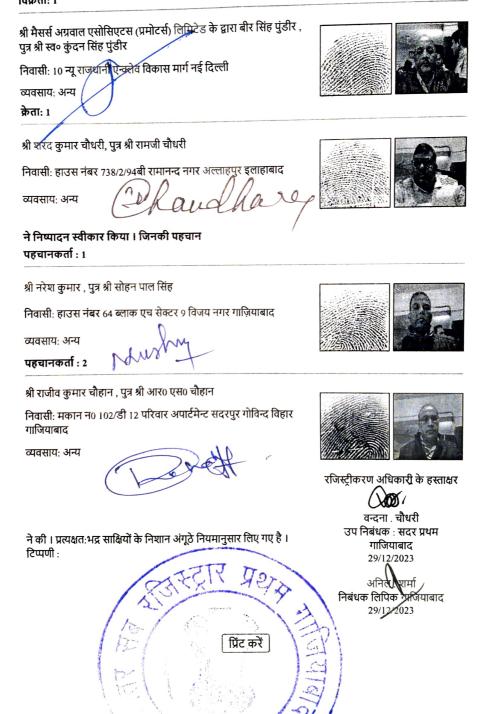
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वर्ष: 2023

# निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त विक्रेता: 1



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For Sale of Residential Built Up First Floor (Without Roof **Rights)**, here-in-after referred to as "Said Floor" situated at Plot bearing no. **180**, admeasuring **162** Square Meters (**193.59** Square Yards), here-in-after referred to as "Said Plot" situated at Sector No. **1**, **Aditya World City**, Ghaziabad, UP.

## BOUNDARIES OF THE SAID PLOT IS AS UNDER :

North East	: Plot No <b>167</b>		
South West	: 12 Mtr. wide Road		
North West	: Plot No <b>179</b>		
South East	: Plot No <b>181</b>		

Whereas, the VENDOR is a Lead Member in the Consortium Agreement Regd. with the Sub Registrar-1, Ghaziabad as Document No. 77 in Bahi No. 4 Zild No. 824 at Pages 65 to 82 on 17-03-2011 and is entitled to sell rights, title, and interests in the Said Floor as mentioned above, on behalf of the consortium in pursuance to the Integrated Township Policy issued by Housing & Urban Planning Department, Government of Uttar Pradesh vide its G.O. No. 2711/8-1-05-34 VIVIDH/2003 dated 21.05.2005 as also amended from time to time.

For Agarwal Associates (Hoppoters) Ltd. mined Signatory

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And Whereas the VENDOR got the Building Plans approved from the GDA vide sanction letter bearing no. **904/Zone-5/2012-13** dated **26.02.2013** to construct 3 Floors viz. Ground Floor, First Floor and Second Floor on the Said Plot.

And Whereas the VENDEE has approached the VENDOR to purchase the **First Floor**, **without roof rights** (here-in-after referred to as "Said Floor") out of the above said floors constructed on the Said Plot and the VENDOR has agreed to sell the Said Floor (specifically described in the attached Plan of Built Up Said Floor) to the VENDEE, on the agreed terms and conditions recorded here-in-after.

AND WHEREAS, the VENDOR and the VENDEE herein unequivocally and specifically agree and confirm that the terms and conditions of this Sale Deed shall supersede and would have an overriding effect on the terms and conditions contained in all previously executed documents, if they are in confliction or repugnant or contrary to the terms and conditions recorded in the present sale deed and the covenants of this Sale Deed as such shall be final and binding on both the parties for all legal purposes.

For Agarwal Associates (promoters) Ltd. horiged Signatory

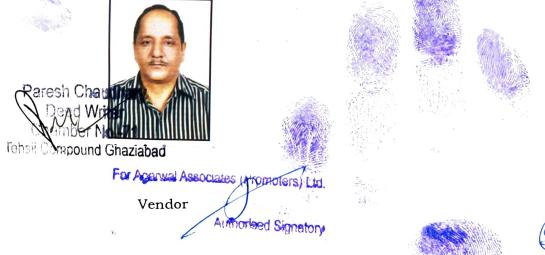
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AND WHEREAS the VENDEE confirms his satisfaction regarding the built-up floor being sold to him/her in all respect including but not limited to the ownership of the VENDOR, external development, quality, design and nature of construction, fittings and fixtures, surroundings etc. and that he/she shall not raise any sort of objection in the future in this regard.

AND WHEREAS the VENDOR assures the VENDEE that the Said Floor is free from any prior sale, gifts, litigation, disputes, stay orders, attachments, notifications and acquisitions.

AND WHEREAS the VENDEE has already inspected all the relevant documents concerning the Said Floor/Said Plot and also verified the title and competence of the VENDOR to sell the Said Floor to the VENDEE.

AND WHEREAS the VENDEE hereby acknowledges that he/she has also enquired from his/her own resources without influenced by any plans, brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever relating to description or physical condition of the Said Floor and on his own accord and discretion decided to execute this Sale Deed in respect of the Said Floor, after arranging the requisite stamp papers and the Vendor, inter alia, at the request of the VENDEE is executing the present sale deed.



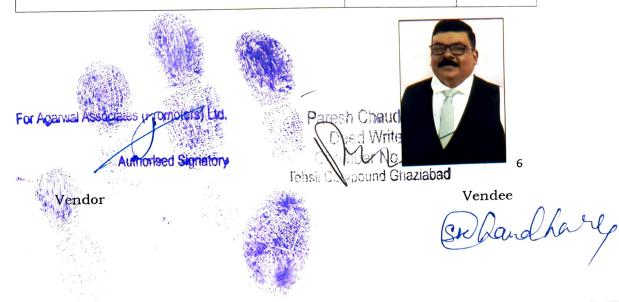
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# NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER:

 That the VENDOR has agreed to sell and the VENDEE has agreed to purchase the Said Floor without roof rights along with undivided proportionate share in the Said Plot, where upon the Said Floor is built up for a sale consideration of Rs. 40,14,000/-(Rupees Forty Lakh Fourteen Thousand Only).

The Sale Consideration of the said floor has been received as under:

Receipt	Receipt	Mode of Payment	Drawn On	Amount
Date	No.	(With Date)		(In Rs.)
16.10.2023 34401	NEFT No. PUNBH23259191530	Punjab National	51000.00	
		Dated : 16.09.2023	bank	
		RTGS No.	Punjab National	200000.00
16.10.2023 34402	PUNBR52023100419611876	bank	200000.00	
		Dated : 04.10.2023	Dalik	
		RTGS No.	Punjab National	
16.10.2023 34403	PUNBR52023100519667426	bank	200000.00	
	Dated : 05.10.2023	Dalik		
		NEFT No. PUNBH23279033435	Punjab National	165534.00
16.10.2023 34404	Dated : 06.10.2023	bank	105554.00	
12.10.2023	34661	RTGS No. PUNBR52023121112064352	Punjab National	2700000.00
		Dated : 11.12.2023	bank	
		RTGS No.		697466.00
22.12.2023	34663	HDCFR52023122063994709	HDFC Bank	09/400.00
		Dated : 20.12.2023		
			Total	4014000.00



Floor	Plot No.	Plot Area (Sq. Mtr.)	Sector No.	Sale Consideration (In Rs.)
First	180	162	1	40,14,000/-

Details of the Said Floor is as under:

Note : 1 Sq. Mtr. = 1.195 Sq. Yards

The VENDEE has paid the sale consideration to the VENDOR and the VENDOR had issued the receipts thereof and hereby acknowledges the same. Thus, the VENDOR hereby sells, transfers and conveys absolutely unto the VENDEE, the above said built up Floor under sale together with the proportionate ownership rights in the land underneath the Said Plot, whereupon the Said Floor is situated.

2. That the VENDEE has obtained Electricity Connection from the Vendor's Nominated Agency for the Said Floor and said built up floor is also provided with other civic facilities. However, the regular electricity, sewer, maintenance charges etc. shall be borne and payable from time to time by the VENDEE to the service providing agency nominated by the VENDOR together with the applicable taxes etc.

For Aganual Associates (Promotions) Lid. Authorised Signatory

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- 3. That this sale deed is confined to sale of the Said Floor and all other floors / flats / plots / saleable units / areas / open land(s)/facilities etc. in the surrounding areas of the Said Floor are specifically excluded from the scope and definition of the Said Floor sold under these presents. The VENDEE shall not be entitled to derive any kind of benefits/rights, title or interest, etc., in any form or manner whatsoever, in facilities/common areas, except those are specifically provided herein.
  - 4. That the Stamp Duty and Registration Charges applicable to the present Sale Deed have been paid by the VENDEE and the VENDEE shall be solely responsible and liable for any further charges, demands, deficit stamp duty, liabilities, penalties or any other consequence on that account in exclusion to the VENDOR.
  - 5. That the VENDEE undertakes to pay all requisite Charges/Cess/Property Tax or any other taxes etc. in respect of the Said Floor levied by Central or State Government, Ghaziabad Development Authority and Municipal/Civic Authorities including but not limited to Service Tax/VAT/GST, as the case may be.
  - 6. That if due to any subsequent change in legislation/ Government order, directives, guidelines, Building byelaws or

For Aganual Associates (Proppeters) Ltd. Authorised Signatory

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change/amendments, any additional measures or any other facilities /equipments/machinery are required to be installed, undertaken or provided concerning the Said Floor or the Said Plot, the VENDEE as well as the other occupants would be solely/jointly and/or severally liable for the same at their own costs, initiatives and expenses. However, in the event, any such liability is fastened on the VENDOR for any reasons or by operation of any Law or Rules, the same shall be reimbursed by the VENDEE within 15 days of receipt of appropriate demand Notice or intimation from the VENDOR in that regard on pro rata basis, as may be determined by the VENDOR.

- 7. That the VENDEE has compared and got examined the the with Floor of the Said construction existing sanctioned/compounded plan in respect of the Said Floor and found the same in order. The VENDEE has also physically visited the site from time to time and, as such is aware of the facilities available in respect of the said floor. Upon being satisfied, the VENDEE hereby accord his satisfaction to the same. The VENDEE has taken the possession thereof and further undertakes not to dispute this position at any subsequent stage as the VENDEE has purchased the Said Floor on 'as is where is basis'.
- 8. That the VENDEE has also clearly understood that the aforesaid floor is constructed on an independent plot consisting of Ground Floor, First Floor and Second Floor only as per sanctioned plan/compounding plan of the Said Plot. Under the provisions of By-Laws no. 2.1.8 and 3.1.8 framed under Section 15A of UP Urban Planning & Development Act, 1973, the Said Plot is exempted from the requirement of

For Agarwal Associates (promoters) Ltd. Vendor Aumorised Signatory

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obtaining completion certificate, however the plan of the Said Plot stands already compounded vide letter bearing no. **384/Pravartan Khand (Zone-5)/2014** dated **18.02.2015** issued by the Ghaziabad Development Authority.

- 9. That upon execution of this Sale Deed, the VENDEE hereby agrees and undertakes not to create any obstruction or hindrance in the ongoing or subsequent construction being carried on or to be carried on by the Vendor/Vendor's Assignee or its nominee or transferee, on any area outside the building, wherein the Said Floor is situated.
- 10. That, the VENDEE will be entitled to sell the Said Floor as per his choice in accordance with the applicable laws only and after obtaining NOC from the Service Providing Agencies.
- 11. That the VENDEE and the VENDOR both have agreed and declare that the Said Floor sold under these present being one earmarked Floor situated on an independent plot of land having independent entry and exit consisting of three Floors i.e. Ground, First and Second Floor. The building plan of the said individual plot comprising of the above three floors have been independently approved by the Competent Authority and the said building plan has nothing to do with any other area outside the said independent plot.
- 12. That the Said Floor is restricted to residential use and the VENDEE is bound to use the Said Floor for the purpose intended. The VENDEE shall not use the Said Floor or permit it to be used for purpose other than residential.

For Agarwal Associates (Promoters) Ltd.

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- 13. That it shall be the sole obligation of the VENDEE to get his/her respective floor comprehensively insured against fire, earthquake, riots and civil commotion, militant acts, etc at his/her own initiative, cost and expenses. The VENDEE also unequivocally agrees and undertakes that he/she shall be using the Said Floor in coordination with the owners/residents of the other floors situated at the Said Plot in which the Said Floor is situated and would also be responsible for day to day upkeep and periodic maintenance of the common areas of the building wherein the Said Floor is situated and share the expenses incurred thereon with other owners. The VENDEE will not store/dump any material in the front set back open area of the Said Plot and the VENDEE will not enclose this area by putting up any obstacles/jalli/grill or by erecting wall etc. as this area will be used for common unreserved parking purposes.
- 14. That the electricity supply to the area is already available, wherein the Said Floor is situated. It is clarified and accepted by both the parties hereto that VENDEE may arrange power back up for the Said Floor at his/her own initiatives, costs and expenses, as permitted under the Law, if he/she so desire.
- 15. That the VENDEE shall be henceforth responsible and liable to charges regularly to the Service Providing the pay, Agency(ies)/Government Agency(ies) for civic facilities & amenities available in and/or around the Said Floor and for Maintenance Services being provided by the Service Providing Agency(ies)/Government Agency(ies) around the Said Plot at Service Providing fixed by the said the rates Agency(ies)/Government Agency(ies), as the case may be, from

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time to time. The VENDEE is aware that the said civic facilities/amenities/services as provided by the said agencies are based upon the supply made available by the Government Agency(ies) or otherwise available at the site.

- 16. That it has been agreed among the parties that the segregation & safely disposal of the household waste/garbage/unwanted material/byproducts/ out of the use products, generated from the use and occupation of the Said Floor on day to day basis up to the depots/bins, shall be the exclusive responsibility of the VENDEE at his/her own efforts and expenses. However, the VENDEE shall not dispose off any hazardous/prohibited material in the garbage bin/depots such as battery, battery water & components, explosives material and also remained bound by the Government Rules & Notifications in that regard.
- 17. The VENDEE and VENDOR have further agreed that the Interest Free Maintenance Security lying with the VENDOR/its Maintenance Agency shall be retained by the VENDOR/ its Maintenance Agency to ensure timely payment of the maintenance charges by the VENDEE/subsequent buyers of the Said Floor. In addition, if the recurring maintenance charges are not paid by the VENDEE within the stipulated period for two consecutive months, in that eventuality, the VENDOR/its Maintenance Agency would have a right to recover the overdue charges together with interest @ State Bank of India Prime Lending Rate (SBI PLR) Plus 2% per annum (rate applicable at the time of payment of interest) on delayed amount as well as the deficit amount of IFMS from the VENDEE or his/her successor through the process of Law with litigation expenses and the VENDOR/its Maintenance Agency

For Agarwal Associates (Promoters) Ltd. Vendor Authorised Signatory

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would have the first charge over the Said Floor to the extent of such overdue amount.

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- 18. That all letters, circulars and notices issued by the VENDOR shall be dispatched to the VENDEE at the address of the Said Floor through courier/speed post/registered post/by hand and the proof of dispatch shall be the sufficient evidence of service on the VENDEE and shall fully and effectually discharge the VENDOR from the burden. However, the VENDEE shall send all correspondence, notices, etc. to the VENDOR at the Registered Office of the VENDOR through Regd. Post/by hand.
- 19. That the VENDOR shall have the right to recover any increased amount of compensation/ cost payable to the Ghaziabad Development Authority or any other authorities and/or farmers/ land owners in future on account of decisions of the competent courts/ tribunals/government for the land acquired/resumed and transferred to the VENDOR by the Ghaziabad Development Authority or any other authorities or purchased by the developer from farmers and the same shall be recoverable from the VENDEE on pro-rata basis as and when intimated to them. This amount shall also include the cost of litigation incurred by the VENDOR and/or the Ghaziabad Development Authority.
- 20. That in case of any major city level infrastructure charges (such as embankment, ring road, flyover, metro, etc. is provided by the Ghaziabad Development Authority, U.P. State Electricity Board or any other authority(ies) of the State Government/Central Government, consequent to which the Said Plot/Floor will be directly or indirectly benefited) are

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levied on the VENDOR, the VENDEE shall pay/reimburse on demand, the proportionate charges of such infrastructure on pro-rata basis to the VENDOR, if so imposed by the competent Government Authority, as and when called upon by the VENDOR as both the parties hereto agree that the Said built up Floor is sold on the basis of prevailing negotiated price only and without considering the future liabilities in respect of the Said Floor.

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- 21. That both the parties shall abide by all laws, bylaws, rules and regulations of the Ghaziabad Development Authority/ local bodies and the law of the land, as may be applicable to the respective party and the concerned party shall also be responsible for all deviations, violations or breach of any of the conditions of prevailing laws, bylaws, rules and regulations.
- 22. That both the parties have executed this Sale Deed after having acquired full knowledge of all the laws and notifications and rules applicable to the Said Floor and the area.
- 23. That the VENDEE hereby indemnifies and hold harmless the VENDOR against all or any losses suffered or likely to be suffered by the VENDOR due to illegal act or omission of the VENDEE or the occupant of the Said Floor, which is forbidden in Law or otherwise attracts penal provisions of Law or creates any civil liability qua the third parties or effects the legal rights of the VENDOR in any manner.
- 24. That the VENDEE will enjoy the Said Floor in peace and harmony with the occupants/owners of the other floors built up on the Said Plot and other areas.

For Aganval Associates (Promoters) Ltd. Vendor

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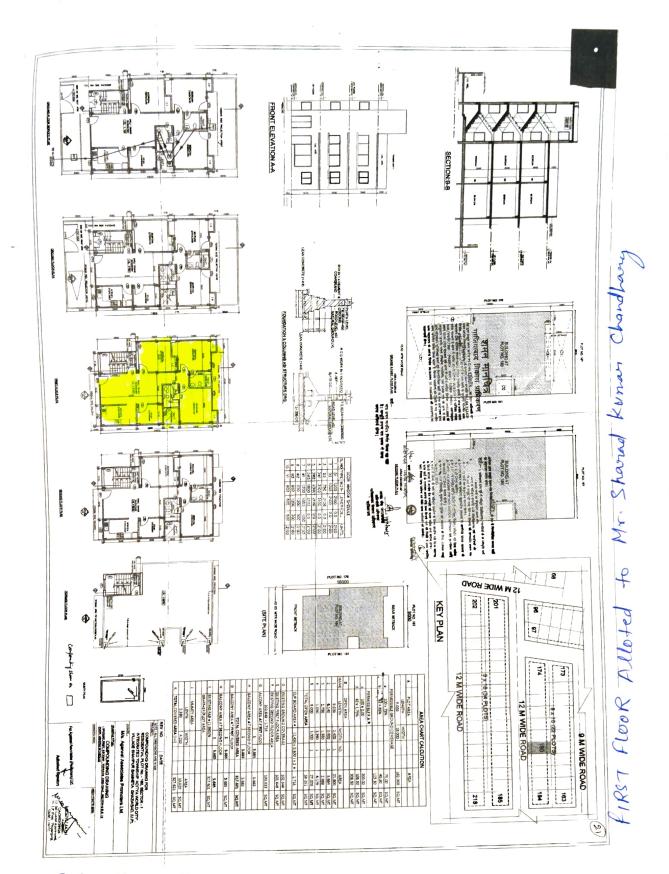
25. That VENDEE has understood and agrees that inaction on the part of the VENDOR to enforce at any time or for any period or time, the provisions hereof shall not be construed to be waiver of any provision or right thereof to enforce each and every provision in general.

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- 26. That if any provision of this Sale Deed shall be determined to be void or unenforceable under applicable laws, such a provision shall be deemed to have been amended or deleted in so far as reasonably consistent with the purpose of this Sale Deed and to the extent necessary to conform to applicable law but this Sale Deed with remaining provisions shall still remain valid, binding and enforceable.
- 27. That both the parties hereby declare that they have no claim of whatsoever nature against each other upon execution of this sale deed, except as envisaged in the present Sale Deed.
- 28. That any dispute arising out of this Sale Deed, the construction of any provision of this Sale Deed or the rights, duties, obligations or liabilities of the parties hereto, shall be referred to the decision of a Sole Arbitrator, to be appointed by the Managing Director/ any of the directors of the Vendor. The arbitration proceedings shall be governed by the prevailing rules and provision of Arbitration and Conciliation Act, 1996 including any amendment/modification thereof. The venue of arbitrator shall be at Delhi only and the award of the Arbitrator shall be rendered in English language. The award of the arbitrator shall be final and binding on the Parties. The

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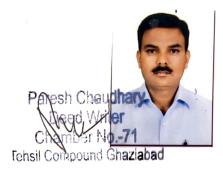
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VENDOR and the VENDEE will continue to perform such of their respective obligations even during the arbitration proceedings that do not relate to the subject matter of the dispute, without prejudice to the final determination thereof.

29. That both of the parties have executed the present sale deed out of their own free will, volition and without any coercion, undue pressure, force or influence from any corner and also obtained independent legal advice regarding the covenants, their legal rights and liabilities, terms and conditions of this Sale Deed agreed upon and also understood the same prior to executing the present sale deed.

IN WITNESSES WHEREOF, ALL THE PARTIES HAVE PUT HEREIN THEIR RESPECTIVE HANDS ON THIS SALE DEED IN PRESENCE OF THE FOLLOWING: -



**PHOTO WITNESS-1** 

For Aganwal Associates (Promoters) Ltd.

Authorised Signatory



PHOTO WITNESS-2

Sulandhary





Sa Daved Gary

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