

## **BRIEF PARTICULARS OF SALE DEED**

Use of Land : Commercial

V-Code : .....

Village/City : Located on commercial Plot no. 2,  
Oakwood Enclave, Sector-1, Wave City,  
NH-24, Ghaziabad, U.P.

Detail of Property : **SHOP/UNIT No.** ..... at .....Floor, In  
**Karyan Square (without roof right, Multistoried building)** Located on Commercial plot no.- 2,  
Oakwood Enclave, Sector-1, Wave City, NH-24,  
Ghaziabad, U.P.

Measuring of property : Carpet Area ..... Sq. ft. / ..... Mtr.  
Super Area ..... Sq. ft. / .....Mtr.

Status of Road : 57 METER WIDE ROAD

Govt. Value of Shop/Unit : Rs...../-

Sale Consideration : Rs...../-

Sector rate : Rs...../- p.s.m. (Less 50%)

Stamp Duty paid : Rs...../-

Stamp Duty paid : Rs...../- after lady name rebate of  
Rs.10, 000/-

Car Parking : ..... / No Parking.

### **BOUNDARIES OF BUILDING**

East : Other Plot  
West : 30 Meter wide Road,  
North : Other Plot,  
South : 57 Meter wide Road,

### **DETAILS OF VENDOR**

**KARYAN INFRACOM LLP (LLPIN-AAH-0929)**, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at D-49, Defence Colony, Delhi - 110024 and Corporate Office at A-27, Third Floor, Sector-67, Noida, (PAN-AAQFK8356B). Represented by its authorized signatory Mr. ...., S/o Mr. ...., authorized vide board resolution dated .../..../2023 hereinafter referred to as the "**VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in -interest, executors, administrators and permitted assignees).

### **DETAILS OF VENDEE**

Mr. \_\_\_\_\_ S/o \_\_\_\_\_ residing at \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) & (PAN \_\_\_\_\_) aged about \_\_\_\_\_, hereinafter called the "**VENDEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors in interest and permitted assignees).

The VENDOR and VENDEE shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

## **SALE DEED**

SALE DEED FOR Rs ...../-

Stamp duty has been paid Rs ...../-

Stamp Duty is paid accordingly to G.O. No. 2756 dated 30.06.2008

Along with 1% reduction in stamp duty for woman up to the value of Rs. **10,00,000/-**

Each Vendee holds half share in this Space/Shop/Unit.

### **DETAILS OF SPACE/SHOP/UNIT**

The SPACE/SHOP/UNIT No. ..... at ..... Floor, having super area ..... square feet constructed in multi storied commercial complex known as **KARYAN SQUARE** built on commercial Plot No. 2, situated at Oakwood enclave, sector-1, wave city, NH-24, Ghaziabad. U.P. (hereinafter called the "said space/Shop/Unit") the "said space/Shop/Unit" constructed in Multi Storied Building.

This Sale deed is made at Ghaziabad (UP) on this..... day of.....2023 between KARYAN INFRACOM LLP (LLPIN-AAH-0929), a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at D-49, Defence Colony, Delhi - 110024 and Corporate Office at A-27, Third Floor, Sector-67, Noida, (PAN-AAQFK8356B), represented by its authorized signatory Mr. .....S/o Mr..... R/o..... authorized vide board resolution dated ...../2021, hereinafter called the **VENDOR** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the First Part.

### **AND**

Shri/Smt. .....W/o /S/o /H/o..... &..... S/o .....both R/o....., hereinafter called the **VENDEE** (which expression unless repugnant to the extent/context or law, shall mean and include their successors, executors, administrators, legal representatives and assigns) of the Second Part.

Whereas Vendor herein i.e. **M/s KARYAN INFRACOM LLP**, purchased a land admeasuring 3597.90 square meters (Approx. 4303.09 Square yards) Situated in Township "WAVE CITY", on commercial Plot No. 2, Oakwood Enclave, sector-1, NH-24, Ghaziabad, Uttar Pradesh and developing the project in the name & style of "KARYAN SQUARE" the said land was procured by the Vendor by way of registered Sale deed vide Document No. 424 in Book No. 1 Volume No. (Book binding no.) 19643 at Page Nos. 203-226 on 25-01-2023 in the office of Sub Registrar- Sadar (tehsil), Ghaziabad. U. P. And after getting approval from GDA Ghaziabad Vide No. ..... Dated ..... the said vendor have constructed commercial complex known on said plot under the name and style known as "KARYAN SQUARE".

And whereas as per the Layout Plan it is envisaged that the space/shop/unit on all floors shall be sold as an independent dwelling space/Shop/Unit with imitable and undivided share in the land area underneath the plot, as well as the passage, stairs, and corridors, overhead and underground water tank, and other common facilities, if any, for the Dwelling Unit(s) to be used and maintained jointly by all the Vendee (s) in the manner hereinafter mentioned and further, no construction shall be permitted on the terrace to the Vendee(s). However, the company shall have the right to explore the terrace (s) in case of any change in the FAR, carry out construction of further apartments in the eventuality of such change in the FAR

And whereas the said Vendor is sole and absolute owner in possession of free hold plot (hereinafter said the "said plot")

And Whereas the Vendee has seen all the documents of titles, possession and is satisfied about the authority vested in the vendor to sell the said Space/Shop/Unit and fully satisfied about the same.

Further the vendor has constructed the Commercial complex and Space/Shops/Units at the said building called as "KARYAN SQUARE" after getting the building plan approved from the Ghaziabad Development Authority, Ghaziabad.

And Whereas the Vendee has inspected all the documents of titles, lay out plans, possession and building approvals and is fully satisfied about the usage of the said property and as well as to the authority vested in the vendor to sell the said Space/Shop/Unit and fully satisfied about the same.

And whereas the Vendor is absolute owner of said Space/Shop/Unit and the vendor has agreed to sell to the Vendee the said Space/Shop/Unit in the said building for a sale consideration of Rs ...../- (Rupees .....only) and this entire consideration amount has been received by vendor in full and final settlement of said Space/Shop/Unit.

And whereas the Vendee(s) named above, applied to the vendor for the purpose of the above said Space/Shop/Unit in "KARYAN SQUARE" on Plot situated at on the terms and condition as contained in the allotment letter/ Agreement to sale.

#### DESCRIPTION OF SPACE/ SHOP/UNIT SHOWN:-

Description of space/shop/unit sold to Vendee falls under the registration of Ghaziabad and said Space/Shop/Unit is sold by this deed with undivided interest in land equally divided in Space/Shop/Unit owner on the basis of area of the Space/Shop/Unit. Since construction of Space/Shop/Unit have been done on multistoried. It is not possible for vendor to earmark particular area of apartment.

NOW, THEREFORE. THIS SALE DEED WITNESSETH AS UNDER:-

1. That in consideration of the said sum and this entire consideration already paid by vendee and received by vendor in advance. On or before the execution of this Indenture, the said Vendor do hereby transfer the said space/shop/unit which include whole of the area under internal walls and columns comprising proportionate share of common wall/area comprising of the said space/shop/unit in the "KARYAN SQUARE" on commercial plot and all the ownership rights therein which the vendor have or may hereafter have over the space/shop/unit and to have to bid the same to hereafter have over the space/shop/unit and to have to bid the same to vendee forever on the terms contained herein.
2. That the Vendor has already handed over physical possession of said Space/Shop/Unit agreed to be transferred herein to the Vendee.
3. That upon taking possession of said Space/Shop/Unit the VENDEE shall have no claim against the VENDOR as to any item of work quality of work, materials, installations, etc., in the said space/shop/unit on any other ground whatsoever.
4. The VENDOR hereby declares and assures VENDEE that they are the rightful owner of the said space/shop/unit with full rights to deal with the same. The said VENDOR further declares and assures the VENDEE that the said Property /Space/Shop/Unit under sale is free from all sorts of encumbrance's charges, mortgages, liens, injunctions, and defects in the title of the owner. The VENDOR undertakes to keep the VENDEE harmless, saved and indemnified in all respects against all costs, damages and expenses, caused thereby.
5. That all taxes, levies, assessments, demands or charges whether levied or leivable in future on the said space/shop/unit, by the Government Authorities shall be borne and paid by the Vendee(s) in proportion to the super area of the said space/shop/unit. The decision of the VENDOR in this regard shall be final, conclusive and binding upon the VENDEE.

6. So long as each said Space/Shop/Unit shall not be separately assessed for the taxes, duties etc. the Vendee(s) shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Shop/Unit to the Maintenance Agency or to the Vendor, who on collection of the same from all the Vendee(s) of the Complex shall deposit the same with the concerned Authority/ GDA.
7. That it has been agreed between the VENDOR and the VENDEE that save and except in respect of the particular space/shop/unit hereby acquired by him, the VENDEE have no claim rights title or interest of any nature or kind, except the right of ingress and egress in respect of all or any the common areas, such as roads, lobbies, staircase, corridors, etc. The Common area and roads shall remain undivided and no VENDEE or any other person shall bring any action for partition or division of any part thereof and any covenants to the contrary shall be void.
8. The open terrace, the roofs, parapet walls, stilt floor and space/shop/unit, building etc. all basements shall be the property of vendor and vendor shall be in perpetuity be entitled to use them for any purpose whatsoever. Any space/shop/unit owner or association or space/shop/unit owners whether individually or collectively shall not have right of any nature whatsoever in respect of the above said space/shop/unit and they will not be allowed any type of encroachment/construction, whether temporary or permanent on the above said areas.
9. That, after the execution of sale deed in favor of the Vendee, the Vendor has the right to make additions, raise further story's or put up additional structure at any unsold portion of terrace and other areas in the said plot of "KARYAN SQUARE", the said unsold areas shall remain vests in Vendor and the Vendor shall be entitled to dispose it off in any manner whatsoever without any interference on the part of Vendee. The Vendor shall be entitled to connect the electric, water, sanitary and drainage sources but at its own cost. Further the unsold area of terrace of the "KARYAN SQUARE" including the parapet walls, shall always be the property of the Vendor and the agreement/sale deed executed with the Vendee and all other Vendee shall be subject to the aforesaid right of the Vendor who shall be entitled to use, let, allot the said terrace. The Vendee hereby gives consent to the same and agrees that he/they shall not be entitled to raise any objection or claim of any reduction in the sale consideration of the space/shop/unit or share in profit or any compensation or damage on the ground of inconvenience or any other ground whatsoever.

10. That before the occupation of the space/shop/unit the VENDEE shall keep an Interest Free-Maintenance Security (**IFMS**) deposit with the VENDOR or its nominee maintenance agency as security deposit towards the payment of maintenance charges. The amount of security deposit will be decided by the VENDOR or its nominee maintenance agency. A separate agreement of maintenance between the VENDEE and VENDOR or Vendors nominee maintenance agency will be signed specifically incorporating the above points.
11. The entire stilt area under all building shall remain the absolute property of the Vendor. The Vendee or association of the Vendee or any other persons has no right of any type in this stilt area. The Vendor can use this entire area for activity or sold it without any objection or resistance from the Vendee or any association thereof.
12. That the Vendee shall not indulge in any type of encroachment / constructions in the entire plot of "KARYAN SQUARE" complex including roads, lobbies, Roofs nor any such activities shall be allowed by the Vendee or any association thereof or maintenance agency as the case may be.
13. Those vendee who have not reserved the car parking space at the time of booking their respective space/shop/unit, they in the case of non-availability of parking space in future shall not have claim of any nature against the vendor for car parking space. They shall park their cars/vehicle outside the complex without obstacle the Gates of the complex at their own cost and risk.
14. The Vendee further covenants and agrees to permit the authorizes staff and workmen of the Vendor or Management Agency to enter into and upon the said space/shop/unit or any part thereof at all reasonable hour to set right any defect in the said space/shop/unit or the defects in the space/shop/unit above or below or adjoining the said space/shop/unit and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes cables etc. Any refusal by the Vendee to allow such entry into or upon his space/shop/unit or any part thereof will be deemed to be a violation of right of easement and right of usage of common services and facilities of owners of other space/shop/unit and such Vendee shall be liable for legal actions for said violation.
15. The Vendee consents that he will make good/bear the expenses for repairing the toilets/bathrooms/any other part of the space/shop/unit or any other space/shop/unit holder in "KARYAN SQUARE" and painting thereof damaged due to his negligence or willful act. That the Vendee shall carry out all internal repairs of the said Vendee at his own cost and maintain the said Vendee, its periphery walls and partition walls, floors, roof, sewers, drains, pipes and appurtenances thereto in the same good tenantable repair, state, order and condition in which delivered to him and in particular, to protect the other parts of the complex and to prevent any seepage, leakage, flooding or damage to any other part of the complex.

16. The Vendee or any association thereof shall not, in any case neither stop nor have right of any nature to object/obstruct the construction of additional space/shop/unit by the Vendor and the said complex provided such space/shop/unit are constructed with the permission of concerned authorities GDA etc.
17. The maintenance, upkeep, repairs, security etc. of the building including the landscaping and common lawns of the building complex will be organized by the Vendor or its nominee maintenance agency. The Vendee agrees and consents to the said arrangements. The Vendee shall Pay Maintenance charges, which will be fixed by the Vendor from time to time or its nominee from time to time depending upon the maintenance cost. In addition to maintenance charges, there will be contribution to replacement fund for replacement of capital goods installed in the said commercial complex. Any delay in payment will make the Vendee liable for interest @ 2% per month or any part of a month. Non-payment of any charges within the time specified shall dis-entitle the Vendee to the enjoyment of common services including electricity and water etc. The Vendee consents to this arrangement whether the building is transferred to the Association of the space/shop/unit buyers or other body corporate and shall continue till such time unless the Vendor terminates the arrangement specifically in writing.
18. The Vendee shall comply with and carry out and abide by all laws, bye laws, rules regulations, requisition demands etc. of Ghaziabad Development Authority in respect of utilization and usage of the said space/shop/unit and shall attend answer and carry them out at his own cost and be responsible for all deviation or breaches thereof and shall also observe and perform all terms and condition in this regard. The Vendee further covenants to observe all the rules and regulations of the Ghaziabad Development Authority, municipal corporation/local body and keep the Vendor and owners/occupiers of other space/shop/unit in the said complex indemnified, secured and harmless against all costs, consequences and damages arising out of any breach, defaults or non-compliance of the same by the Vendee.
19. The contents of each space/shop/unit along with connected structural part of the building shall be got insured by the Vendee at his own cost against the earthquake, or risk or any other nature. The Vendor hereof or after handing over possession of the particular space/shop/unit shall in no way be responsible for insuring the safety. Stability etc. of said space/shop/unit due to any reason. All charges towards insurance will be paid by Vendee either by him individually or through the society collectively, if so formed, Further the Vendee shall at all-time keep the Vendor or any third party, indemnified against any loss which the vendor or any third party may sustain bear due to rash or negligent act of the vendee.

20. In case duly registered association of vendee(s)/duly registered association of space/shop/unit owners want to take cover the maintenance of the complex, at any time then the same shall be handed over to the duly registered association provided 75% (Seventy five percent) of the space/shop/unit, owners have consented to the same in writing. In such case the following will be handed over to the associations of the vendees for the purpose of maintenance:-

- i. All lifts, corridors passages, underground, overhead water tanks, fire-fighting equipment with motors and motor room.
- ii. Transformers and Transformer rooms.
- iii. Power backup equipment.
- iv. Security gates with guard room and lift rooms at terrace.

21. In case of any leakage, seepage problem or problem caused due to any reasons occurring or emanating from the space/shop/unit of some other space/shop/unit owner, in such a case the vendee and such space/shop/unit owner shall share the costs of rectifying such problem as per the mutual agreed ratio between themselves and in case of no mutual agreement arrived between the vendee and such space/shop/unit owner or owners the costs towards the labour charges, material charges and all incidental charges shall be shared equally between themselves, without any liability on the part of the vendor.

22. In case of any natural calamity or any other adverse situation of any kind or ACT of God, the vendor shall be in no way responsible for all or any of the losses/damages of any kind. The Vendees of space(s)/shops/units shall however be entitled to their proportionate share in the land/plot and reconstruct/repair the same at their own costs and consequences after obtaining such approvals or sanctions as may be required without any liability on the part of the Vendor.

**THE VENDEE SHALL NOT BE PERMITTED:-**

23. That the Vendee shall use the space/shop/unit or permit the same to be used for the purpose for which the space/shop/unit is sold to i.e. for commercial purposes only, further he shall not use or cause to use the space/shop/unit for any illegal or immoral purpose or shall not use or cause to use it in such a manner so as to cause nuisance, annoyance or risk to owners/occupiers of other space/shop/unit owners in the said complex. Considering the requirement of maintaining hygienic and decent environment the business of inflammable materials, petroleum products, raw meat items, mechanic work, any kind of work involving animal(s) e.g. usages, treatment etc., liquor & beer Store/Space, fish aquarium, dump of cement, iron, steel and other items/goods of similar nature are strictly prohibited in the space/shop/unit.

24. The Vendee shall not undertake closing of verandahs, lounges, balconies, common corridors or any other common area and even if particular floor/floors are occupied by the same parties. The Vendee shall not cause obstruction or hindrance of any nature to the staircase/drive way and any other common passage, services and facilities in any manner whatsoever nor shall do anything which may hinder / obstruct the proper and uninterrupted use of such common areas/facilities by Vendee of other space/shop/unit.

25. The Vendee agree(s) that in case at any stage additional construction in the "KARYAN SQUARE" is permitted, the Vendor shall have the sole right to undertake and dispose of such construction without any objection or claim or permission from the Vendee or any society thereof.
26. The Vendee shall not make any alteration in any elevations, outside color scheme of expose walls of the verandah, lounges or any external wall or both the faces of external doors, and windows of the space/shop/unit acquired by him which in the opinion of the VENDOR or maintenance agency differs from color scheme of the complex.
27. Neither the Vendee nor occupier of the space/shop/unit will put up signboard, publicity or advertisement material outside his space or in the common areas without prior permission in writing of the Vendor or maintenance agency as the case may be.
28. The VENDEE shall not decorate the exterior of his space/shop/unit otherwise than in the manner agreed to with the Vendor or in the manner as similar as may be in which the same was previously decorated.
29. The Vendee hereby covenants to keep and maintain the space/shop/unit, boundary walls partition wall and sewers drains, pipe thereto or belonging thereto in the same good tenantable repairs, state, order or condition in which it has been delivered to him and in particular so as to support, shelter and protect the parts of complex. The Vendee and the Vendee of other space/shop/unit in the complex shall not at any time make any structural changes or demolish or cause to be demolished the said space/shop/unit or any part thereof nor will Vendee at any time make or cause to be made any additions or alterations of whatever nature to the said space/shop/unit or any part thereof without previous written consent of the Vendor as this may endanger the said complex. The Vendee shall also not be entitled to make any alteration/addition which may affect the structure safety and the façade of the complex.
30. That the Vendor covenants with the Vendee that the Vendee shall peacefully hold and enjoy the said space/shop/unit without any interruption by the Vendor, or by any person claiming to be his nominee except as provided in the sale deed. The Vendee shall have the right to sell or rent or lease the space to any person without causing any problem or nuisance to the vendor or any co space holder or to any third party in the complex.
31. That it will be necessary to obtain a No Dues Certificate/NOC from the Vendor in case of subsequent sale/Sale Deed along with due incorporation of the particulars of the subsequent transferee(s) with the Vendor, and the said NOC will be issued by the Vendor upon payment of administrative charges @ Rs. .... per sq. ft. of Super Area of the above said Shop/Unit + GST /taxes as applicable etc.

32. NO Vendee shall do any work which should be prejudicial to the soundness or safety of the building or reduce the value thereof or impair any easement or hereditament or shall add any material structure whether temporary or permanent. The vendee shall not remove the floor, roof and any walls of the said apartments/shops/units including load bearing walls and the walls, floor, roof, and the structure of the same shall remain integral and common with the floor above and below it.
33. That the Vendee shall at no time demand partition of his interest in the said plot /land and the said complex or any part thereof, it being hereby agreed and declared by the Vendee that his interest in the said land, the said commercial complex and the said space/shop/unit is impartible. This is further clarified that the interest of the Vendee shall be confined in the land of the project only, Vendee shall not be concerned with the remaining land of the Township.
34. That the Vendee will not erect or permit to be erected any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the GDA in writing.
35. The Vendee shall not raise any objection or claim any reduction in the price of space/shop/unit agreed to be acquired or claim any compensation on the ground of inconvenience due to aforementioned or any other cause whatsoever.
36. That all the tax imposed on the vendee including but not limited to GST, as per the rates applicable from time to time shall be paid by the vendee in addition to the cost of the space/shop/unit and charges connected or incidental thereto.
37. That the registration expenses such as cost of the stamp papers, registration fees, deed writer charges, counsel fee and all the deed execution charges have been borne and paid by the Vendee himself. In case of the deficiency of stamp duty shall be the sole liability of Vendee only.
38. That Vendor shall single point electric connection for the complex from UPPCL/..... and will be distributed through separate meters to the Vendees through prepaid system. Or buy such other mode as may be approved and applicable buy the UPPCL or concerned electricity department etc. All expenses regarding electric meter and other charge if any will be borne by the Vendee.

In witnesses whereof, the Parties hereto have signed and executed the above Sale Deed on the.....  
Day...../month .....year above written in the presence of witnesses:-

(.....NAME.....)

**FIRST PARTY / PROMOTER/ VENDOR**

(.....NAME.....)

**SECOND PARTY/ ALOTTEE/ VENDEE**

**WITNESSES:-**

1.

.....S/o .....  
R/o House No..... pin- .....,  
**(Aadhaar No. ....)**

PHOTO WITNESS-1

2.

..... S/o .....,  
R/o House No..... pin- .....,  
**(Aadhaar No. ....)**

PHOTO WITNESS -2

**Dated: - ..../...../2023 Drafted by: - Sandeep shishodia (Advocate).**