

E-Stamp Certificate No. IN-UP91203581657018T**(Issued dated : 06.10.2021)****BRIEF PARTICULAR OF SALEDEED**

1. Nature of Property :- Commercial
2. V. Code :-
3. Mohalla / Village :- Mehrauli, Ghaziabad
4. Detail of Property :- Shop No.-----, ---- Floor in commercial complex known as **"SKA ARCADIA** Situated at Plot no 1D, Pinewood Enclave, Sector-2, Wave City, Ghaziabad,U.P.
5. Measuring of Property :- Total Area --- sq. ft.
(----- sq. mtr.)
6. Status of Road :- --- feet wide
7. Sale consideration :- Rs. -----/-
8. Govt. Rate :- Rs. ----/- sq. mtrs.

PARTICULAR OF VENDOR :-

M/s Kamroop Promoters LLP (PAN–AAYFK8543J) a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 134, Tower-A, Corenthum Building-Sector-62, Noida, U., through its Designated Partner Mr. Lalit Narayan Jha S/o Late Shri Sahdeo Jha R/o E-107, Gaur Green Avenue, Indirapuram, Ghaziabad, U.P., (duly authorized vide letter dated -----, passed by the Designated Partners).

PARTICULAR OF VENDEE :-

Mr. ---- (Pan : ----- & Aadhaar No.-----) S/o----- R/o----- (U.P.)

SALE DEED FOR Rs. -----/-

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

DETAILS OF PROPERTY :-

Shop No.-----, ---- Floor in commercial complex known as **"SKA ARCADIA** Situated at Plot no 1D, Pinewood Enclave, Sector-2, Wave City, Ghaziabad,U.P. **(hereinafter called the "SAID SHOP")**.

THIS DEED OF SALE IS MADE AT GHAZIABAD (U.P.) on this day of October, ----- between **M/s** M/s Kamroop Promoters LLP (PAN–AAYFK8543J) a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 134, Tower-A, Corenthum Building-Sector-62, Noida, U., through its Designated Partner Mr. Lalit Narayan Jha S/o Late Shri Sahdeo Jha R/o E-107, Gaur Green Avenue, Indirapuram, Ghaziabad, U.P., (duly authorized vide letter dated -----, passed by the Designated Partners) hereinafter called the **"VENDOR"** (which expression shall include unless repugnant to the context their heirs, successors and assignees) of the One Part.

AND

Mr. ----- S/o Mr.----- R/o ----- hereinafter called the **VENDEE** (which expression shall include unless repugnant to the context their heirs, successors and assignees) of the Second Part.

WHEREAS the Company has purchased land located on township known as Wave City, NH-24, Ghaziabad from M/s **M/S UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED** (Licensee). The Licence has already been granted by Ghaziabad Development Authority to the M/s **M/S UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED**, to set up and develop an Integrated Township by the name of Wave City in Ghaziabad. The **M/S UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED**, is the Developer and Licencee to set up and develop the said Township in accordance with the

terms and conditions of the License and any other condition issued by Ghaziabad Development Authority. The layout plans of the Township of Wave City has been sanctioned by Ghaziabad Development Authority. All approvals such as environment, pollution, height clearance, map approvals etc have been obtained in the name of Licensee.

WHEREAS the M/S UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED, had executed a sale deed for the land measuring 7860.61 sq. meters at Commercial Plot no 1D, Pinewood Enclave, Sector-2, Wave City, Ghaziabad,U.P. in favour of M/s Kamroop Promoters LLP which was duly registered in Book No. 1 Volume No. 19149 at Page 347 to 386 Document No. 7872 on 25.07.2022 in the office of the Sub Registrar-I, Ghaziabad.

And Whereas the M/s Kamroop Promoters LLP have constructed Commercial Complex known as **"SKA ARCADIA"** in Wave City, Pine Wood Enclave, Sector-2, Ghaziabad,U.P. The building plan were approved by Ghaziabad Development Authority (GDA) vide their letter no GDA/BP/22-23/0828 dt 31/10/2022.

And Whereas the Vendee has seen all the documents of titles, sanction maps, compounding/completion drawings, possession and is satisfied about the authority vested in the Company/Vendor to sell the said Shop.

AND WHEREAS the Vendor M/s Kamroop Promoters LLP through their Authorized signatory have authorized Mr. RAKESH KUMAR SHARMA (Advocate) S/o Late Sh. KAMESHWAR DAYAL (Advocate) R/o KH-145A, (Opp. Milan Banquet Hall), Kavi Nagar, Ghaziabad, (U.P.) having their office at Chamber No.-12, Tehsil Compound, behind Navrang Cinema, Ghaziabad (U.P.) severally to present the all Documents/Sale Deeds in Wave City, Pine Wood Enclave, Sector-2, Ghaziabad,U.P vide registered Authentic Power of Attorney dated ----- entered in book no.---, volume no-- page no. ---- Document no.- 1 in the office of Sub Registrar-V, Ghaziabad.

And Whereas the Vendee(s) named above, applied to the Vendor, for the purchase of the above said Shop No. --- at ---Floor in commercial complex known as "SKA ARCADIA in Wave City, Pine Wood Enclave, Sector-2, Ghaziabad,U. on the terms & conditions as contained in the allotment letter dt. -----.

And Whereas the Vendor has agreed to sell the Vendee above Shop No.----- at ---- Floor in Wave City, Pine Wood Enclave, Sector-2, Ghaziabad, U.P for a consideration of Rs. ----/- (Rupees -----Only) and this entire consideration amount has been received by Vendor in full and final settlement of said Shop.

And Whereas the Vendee's has carried out the inspection of the building/said Shop, and has satisfied themselves as to the soundness of construction

thereof and conditions and descriptions of all fixtures and fittings installed and/or provided therein and also the common areas and facilities and also the nature, scope and facilities in the complex.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER :-

1. That in consideration amount of the above said Shop has been paid by Vendee and received by Vendor in advance. On or before execution of this indenture, the said Vendor do hereby transfer by way of sale above said Shop as mentioned hereinabove, properly known as covered area, areas under walls.
2. That Vendor has been handed over the physical possession of above said Shop agreed to be transferred herein to the Vendee simultaneously with the execution of this deed.
3. That upon taking possession of Shop Vendee shall have no claim against the Vendor as to any item of work, quality of work, material, area of Shop, installations etc. in said Shop or any other ground whatsoever.
4. That the Vendor hereby declares and assures Vendee that they are rightful owner of said Shop with full rights to deal with same. The said Vendor further declares and assures Vendee that said Shop under sale is free from all sorts of encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes and defects in the title.
5. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by Vendee from the date hereof or when possession of said Shop had been taken. All previous dues of the said Shop will be paid by the Vendor if any.
6. The Vendee shall not raise any objection, claim any reduction in price of Shop agreed to be acquired or claim, any compensation on the ground of inconvenience due to cause aforementioned or any other cause whatsoever.
- 7a) The terraces, roofs, parapet walls, central atrium and all open space in front of Shop shall continue to be property of Vendor and the Vendor shall be entitled to use/sale them for exhibitions, kiosk or canopy etc. or for any purpose whatsoever and also the Vendor shall be entitled to use all the walls and spaces of the building/complex for hoardings etc. other than the space provided to the Vendee for hoardings/sign board. Any owner or association of owners will not be allowed for any type of encroachment/construction claim or to run any business or business promotion activity on the above said areas.

- b) Any type of encroachment/construction in the entire complex and open space will not be allowed by the Shop owner/association of the Shop owners.
- c) The Vendee shall not be entitled to use any space for hoardings or signboard except the space provided i.e. façade of the Shop and all that hoarding or signboard must be of specific size and color scheme having with the prior approval of Vendor/Maintenance agency.
8. That Vendor shall get single point electric connection for the complex from UPSEB and will be distributed through separate meters to the Vendees through prepaid system. All expenses regarding electric meter and other charge if any will be born by the Vendee.
9. The maintenance, upkeep, repairs, security etc. of the building including common area of the building/complex will be organized by the Vendor or its nominee. The Vendee has already signed the maintenance agreement with its nominee the maintenance charges will be charge through electric supply meter through prepaid system the Vendee shall pay maintenance charges which will be fixed by the Vendor or its nominee from time to time and GST or any other tax if imposed by the Govt./Local body or any competent authority. And delay in payment will make the Vendee liable for interest @15% per annum. Non payment of any of the charges within the time specified shall also dis-entitle the Vendee to the enjoyment of common services including lifts and R.O. water and recharge of electric etc. The Vendee consents to said arrangement whether the building is transferred to the Association of the Shop Buyers or other body corporate- and-agreement. The Vendee consents to this that in case of further sale / change in ownership of his/her/their Shop a NOC from Vendor and existing maintenance body is required for sale of Shop for the clearance of maintenance dues/any other dues all the terms condition will be binding on the successor owner/user of the Shop. If sale/change in ownership is affected without NOC then all the dues will be paid by the new owner.
10. The maintenance charges will be charge in both the conditions whether the Shop remains functional or close (unused) if the Vendee does not run business activities within three months after getting the possession and the Shop remains closed then the Vendor or his nominee shall be entitled to charge the maintenance charges thrice in lieu of the agreed.
11. The Vendor or its nominee shall be entitled to enter whenever it requires in the Shop for the maintenance of the common services provided and the Vendee will not have any objection for the same.

12. The contents of each Shop along with the connected structural part of the building shall be insured by the Vendee at his own cost against the fire, earthquake etc. All charges towards insurance will be paid by the Vendee either by him individually or through society collectively if so formed for the maintenance of building. The Vendor after handing over the possession shall in no way be responsible for safety, stability etc.
13. 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 Shop shall however be entitled to their proportionate share in the Land/Plot.
14. That the Vendee shall not be entitled to make such type of interior designing which causes damages to the structure and safety of the building and if the Vendee does so he will be liable to pay all the damages.
15. That the Vendor covenants with the Vendee that they shall peacefully hold and enjoy said Shop without any interruption by the Vendor or by any person claiming under the Vendor. The Vendee shall have right to sell or rent the Shop to any person.
16. That the Vendee shall not use the said Shop for any Meat Shop, Liquor/Wine/Beer Shop Lathe Machines or any heavy machines/ small factory or any act which causes pollution etc or and other activities which is not permitted in Shop.
17. That the registration expenses such as cost of the stamp papers, registration fees and the execution charges have been borne and paid by the Vendee. And the Vendee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the Shop for the stamp duty.
18. That the project Skardi Greens-Phase-I is commercial cum residential complex and certain services like electricity, sewer, fire etc will be common. Rules and regulations framed by RWA and charges if any has to be paid by VENDEE.

VENDOR

VENDEE

WITNESSES :-

1.

2.

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

VENDOR

VENDEE