

### BRIEF PARTICULAR OF SALE DEED

Nature of Land :Commercial  
V.Code No. :140  
Mohalla/Village :Crossings Republik™  
Description of Property :Commercial Shop No. .... on ..... Floor,  
(without roof right), in "**NEWTECH LA GRACIA**" in  
the Township Known As "**Crossings**  
**Republik™**" built on Commercial Plot No. C-  
3 situated at village Dundahera, Ghaziabad  
U.P.  
Area of Property :Covered Area ..... Sq. Feet  
(i.e. .... Sq. Meter )  
Status of Road : 98 Feet Wide Road  
Sale Consideration :...../-

### Boundary of Plot:-

East : Road  
West : Plot  
North : Saviour Street  
South : Panchsheel Square

### PARTICULAR OF VENDOR

**M/s Newtech Shelters PVT. Ltd.**, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at Unit-219,SF,Vasundhara Enclave,Plot No. 1,Vardhman Sunrise Plaza LSC,Delhi-110096 Represented Through its Authorised Signatory **Mr.** ..... S/o Sh. .... (PAN.

### PARTICULAR OF VENDEE

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

Hence the Stamp duty payable as per rule set vide order No. S.V.K.N-5-2756/11-2008-500 (1165)/2007 Lucknow dated 30-06-2008

### Stamp Duty Paid Rs. ..../-

### DETAILS OF PROPERTY

Commercial Shop No. .... on ..... Floor, (without roof right), Super Area ..... Sq. Feet (i.e. .... Sq. Meter ), Covered Area ..... Sq. Feet (i.e. .... Sq. Meter ) in "**NEWTECH LA GRACIA**" in the Township Known As "**Crossings Republik™**" built on Commercial Plot No. C-3 situated at village Dundahera, Ghaziabad U.P.

Valuation of the said shop under as per circle rate:-

Govt. Circle Rate is Rs. 82,500/- P.S.M. for Ground Floor

This Indenture of Sale deed made this .....<sup>th</sup> day of ..... 2016 at Ghaziabad by **M/s Newtech Shelters PVT. Ltd.**, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at Unit-219,SF,Vasundhara Enclave,Plot No. 1,Vardhman Sunrise Plaza LSC,Delhi-110096 Represented through its Authorised Signatory **Mr. ....** S/o Sh. ...., who has been authorised by the company to sell the Shop and execute sale deed vide its resolution passed in the meeting of its Board of Directors held on dated ..... and said resolution is valid on the date of signing of this sale deed, hereinafter called the **VENDOR** (Which expression unless repugnant to the context or law, shall mean and include their, heirs, successors, executors, administrators, legal representatives and assigns) of the **First Part**.

#### IN FAVOUR OF

..... hereinafter called the **VENDEE** (Which expression unless repugnant to the context or law, shall mean and include their, heirs, successors, executors, administrators, legal representatives and assigns) of the **Other Part**.

Whereas the said VENDOR is the sole and absolute owner in possession of the Land admeasuring 2931 Sq. Mtr. Located on undivided and impartible total Land of Commercial Plot No. C-3 in the Township known as "Crossings Republik" situated at village Dundahera, Ghaziabad, U.P. (hereinafter called the said plot).

And WHEREAS M/s Newtech Shelters PVT. Ltd., Purchased the Said Shop related Plot admeasuring 2931 Sq. Mtr. From M/s CROSSINGS INFRASTRUCTURE PVT. LTD., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at Unit No. 102, First Floor, V4-Tower, Plot No. 14, Community Center, Karkardooma, Delhi-92 represented jointly through its Directors Mr. MANOJ GAUR S/o Sh. B. L. Gaur and MR. ASHOK CHAUDHARY S/o Late Sh. Harpal Singh registered Free hold Sale Deed Dated 12-03-2013 entered in Book No. 1 Volume No. .... on pages ...../..... in Sr. No. .... dated ..... in the office of Sub-Registrar-I, Ghaziabad

Further the VENDOR has constructed the Shops in the building called as "**NEWTECH LA GRACIA**" after getting the Building plan approved from the Ghaziabad Development Authority Ghaziabad vide letter No. ....

dated ..... & after getting compounding "**NEWTECH LA GRACIA**" Building Letter No. .... dated .....

AND WHEREAS under the leadership of the M/s CROSSINGS INFRASTRUCTURE PVT. LTD., Consortium was formed by registered agreements, consisting of various constituent companies who Purchased several pieces of land including the subject matter of this agreement, in Revenue village Dundahera, Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar, Ghaziabad with the view to set p and develop thereon Housing Scheme/Township in consonance with the policy of Government of Uttar Pradesh vide GO dated 21/05/2005 and other GO issued from time to time.

AND WHEREAS the CIPL is the Developer and Licensee to set up and develop the Housing Scheme/Township known as "Crossings Republik" at Dundahera, Ghaziabad U.P.(hereinafter referred to as the "Township") in accordance with the terms and conditions of the Housing Policy of the state and any other condition imposed by the Ghaziabad Development Authority from time to time.

AND WHEREAS the said township is to be set up in accordance with terms & conditions of the license issued by the Ghaziabad Development Authority (GDA) and as per the provision of Development Agreement executed between GDA and the M/s CROSSINGS INFRASTRUCTURE PVT. LTD., as well as GO for the integrated township issued by State Government of Uttar Pradesh from time to time.

And Whereas the VENDOR has agreed to sell to the VENDEE a Commercial Shop No. .... on ..... Floor, in "**NEWTECH LA GRACIA**" in the Township Known As "**Crossings Republik™**" built on Commercial Plot No. C-3 situated at village Dundahera, Ghaziabad U.P. for a total sum of Rs. ..../- ( Rupees ..... only) being the market value of the Shop including his proportionate undivided land cost .

WHEREAS NOW THE VENDEE IS DESIROUS TO TAKE THE CONVEYANCE FROM THE VENDOR NOW OF THE AFORESAID SHOP TO WHICH THE VENDOR HAS AGREED.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:

1. That in full & final consideration of the said sum of Rs. ..../- ( Rupees ..... only) which have already been received by the VENDOR from the VENDEE as under:-

Before the execution of this Indenture (the full & final receipt whereof the VENDOR both hereby acknowledges), the said VENDOR both hereby transfers

sells and conveys, by way of sale of Said Commercial Shop and all the ownership rights therein which the VENDOR has or may hereafter have over the said Shop along with proportionate land rights to the VENDEE forever, on the terms, contained herein.

2. That the VENDOR has already handed over vacant, actual & peaceful physical possession of aforesaid Shop to the vendee at the spot and the vendee hereby acknowledges the same.
- 3 That upon taking possession of Shop the VENDEE shall have no claim against the VENDOR as to any item of work, quality of work, materials, installations, etc., in the said Shop or any other ground whatsoever.
4. That VENDOR hereby declares and assures VENDEE that they are the rightful owner of the said complex with full rights to deal/dispose with the same. The said VENDOR further declares and assures the VENDEE that the aforesaid Shop under sale is free from all sorts of encumbrances, charges, mortgages, liens, notices, injunctions, legal flaws, disputes & defects in the title.
5. That all the taxes, such as House tax, Water Tax, Sewerage Tax, Electric bill or any other taxes or charges shall be payable by the VENDEE from the date hereof when the execution of sale deed and possession of said Shop has been taken.
6. That it has been agreed between the VENDOR and the VENDEE that save and except in respect of the particular Shop hereby acquired by him, the VENDEE have no claim right, title or interest of any nature or kind, except the right of ingress and egress in respect of all or any of the common areas, such as staircase, corridors etc. The common area & facilities shall remain undivided and no VENDEE or any other person shall bring any action for partition or division of any part thereof and any convenient to the contrary shall be void except irrevocable user rights of the same, in favour of the vendee herein.
7. (a) The VENDOR shall continue to have the right to make additions, by way of constructions upper floors as may be permitted by Local Authorities and any other addition/construction of floor shall be the sole property of VENDOR, who shall be entitled to use or dispose off in any manner. Due to the above-stated additions/constructions, the VENDOR shall be entitled to connect, essential amenities like Electricity, Water, Sanitary, Drainage, fitting or additional, sanitary, drainage sources etc., as its own cost. The VENDEE shall have no objection for the same.  
  
(b) The terrace roofs, parapet walls shall continue to be property of VENDOR and the VENDOR shall have all right, title and interest upon the

terrace/roof of the Shop being sold herein to the VENDEE. The VENDOR shall have all the rights to use the same in any manner whatsoever, the VENDOR would like. The VENDEE shall have no right whatsoever upon the terrace/roof/parapet walls etc.

(c) That the VENDEE shall not raise any objection towards the above-stated addition/construction and connection of electricity etc. as stated in para 7(b) above and shall not be entitled to any claim or the reductions in price of the Shop agreed to be purchased by him. The VENDEE shall not raise any claim for any compensation on the ground of personal inconvenience caused or may be caused as aforementioned or for any other reason whatsoever.

(d) That the VENDOR shall be entitled to get the refund of various deposits of complex with various Government/Local authorities for electric, water, & connection etc.

(e) The VENDEE shall be individually responsible for payment of Municipal taxes electricity consumption charges etc. and also the internal maintenance and repairs of Shop.

8. The maintenance upkeep repairs, security etc., of the building including the landscaping and common lawns of the building is Organised by the mall authorities and the charged thereof will be regularly Paid By the Vendee. The Vendee agrees and consents to the said arrangements. The vendee shall pay the maintenance charges which are fixed by the company authorities from time to time depending upon the maintenance cost to the extent of share of property in question.
9. Any unreasonable delay in payments of any of the charges within the time specified shall also disentitle the Vendee to the enjoyment of common service including, electricity water and common areas.
- 10 That the VENDEE shall use the Shop for general commercial purpose only and shall adhere to the building regulation and directions of the competent authority and shall not use Shop for Flour Mill, Meat Shop, Auto Repair or for keeping Horses, Cattle, Dogs, Poultry or other animals without written permission of the Concerned Authority.
11. The VENDEE shall not put up any name or sign board neon sign publicity or advertisement material beyond the size, specifications design as specified by the VENDOR or the association of the Shop buyer.

12. The Electric Connection/Power back-up and Water connection have been provided by the Vendor. The Vendee also has the independent right to enhance the power load.
13. The VENDOR shall, From the date of execution and registration of this sale deed comply with to carry out and abide by all laws, rules and regulations, requisition demands etc. of Ghaziabad Development Authority Ghaziabad and shall attend answer and carry them out at their own cost and be responsible for all deviations or breaches thereof and shall also observe and perform all terms and conditions contained in this Deed. It is made clear that if due to any act of the VENDEE any fine, penalty, challan etc. would be imposed upon the building or upon the VENDOR, the same shall be sole liability of VENDEE herein and the VENDEE shall indemnify all the losses, penalties etc. to the VENDOR for all the losses, fines, penalties Etc."
14. The contents of each Shop along with connected structural part of the building shall be got insured by the VENDEE at his own cost against fire, earth quake etc., the VENDOR after handing over possession of particular Shop shall in no way be responsible for safety, etc. of the structure. All charges towards insurance will be paid either by VENDEE or the society collectively if so formed for maintenance of the building.
15. That the VENDEE shall not use the Shop or permit the same to be used for any purpose whatsoever other than the commercial purpose of any may be permissible. The VENDEE shall not undertake closing of, lounges, balconies, common corridors even if particular floor/floors are occupied by the same party. Make any alteration in any elevations, and outside colour scheme of exposed walls of the verandah lounges or any external doors, and windows of the Shop acquired by him which in the opinion of the VENDOR or association differs from colour scheme of the complex.

The VENDEE hereby covenant to keep & maintain the Shop periphery wall and partition wall and sewers, drains, pipes, appurtenances 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 other than the shop.

16. That the registration expenses such as cost of the stamp papers, registration fees and execution charges have been borne and paid by the VENDEE.
17. That all the tax imposed on the vendee including but not limited to service tax, as per the rates applicable from time to time shall be paid by the vendee in addition to the cost of the shop and charges connected or incidental thereto.

18. That the site plan is attached with this sale deed of the said Shop which shall be part of the Deed of Sale.

IN WITNESS whereof the VENDOR and the VENDEE have signed and executed their presence under the common seal of the company on the date mentioned above.

(VENDOR)

VENDEE

Witnesses 1

Witnesses 2

Drafted by : BUDH PRAKASH SHARMA, Document Writer,  
NITIN KUMAR ADVOCATE, Chamber No.21,  
Tehsil Compound, Ghaziabad.