

BRIEF PARTICULAR OF SALEDEED

1. Nature of Property : Commercial
2. Mohalla / Village : NOOR NAGAR, Ghaziabad
3. Detail of Property : Commercial Shopping Space No. at
Floor in commercial complex known as
"HIMALAYA CITY CENTER" Phase-2
situated at Village Noor Nagar Raj Nagar
Extension, Ghaziabad, (U.P.).
4. Measuring of Property : Saleable/Total area sq. ft.
Carpet Area sq. ft.
5. Status of Road : 45 mtr. wide
6. Sale consideration : Rs.
7. Govt. Rate : Rs. Per sq. mtrs.

M/s R.B. INFRAESTATE PRIVATE LIMITED (PAN : AAFCR2180L) registered office at 7365, Prem Nagar, Shakti Nagar, Delhi through its Director Mr. VISHAL SHARMA S/o Late Shri BHAGWAN DASS SHARMA R/o 7365, Prem Nagar, Shakti Nagar, Delhi.

PARTICULAR OF VENDEE : -

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SALE DEED FOR Rs./-

Stamp Duty paid Rs./-

DETAILS OF PROPERTY :-

DETAILS OF PROPERTY :-

Commercial Shopping Space No. at Floor in commercial complex known as **"HIMALAYA CITY CENTER" Phase-2** situated at Village Noor Nagar Raj Nagar Extension, Ghaziabad, (U.P.).

THIS DEED OF SALE IS MADE AT GHAZIABAD (U.P.) on this day of December, 2020 between **M/s R.B. INFRAESTATE PRIVATE LIMITED** (PAN : AAFCR2180L) registered office at 7365, Prem Nagar, Shakti Nagar, Delhi through its Director Mr. VISHAL SHARMA S/o Late Shri BHAGWAN DASS SHARMA R/o 7365, Prem Nagar, Shakti Nagar, Delhi. hereinafter called the **"VENDOR"** (which expression shall include unless repugnant to the context their heirs, successors and assignees) of the One Part.

PARTICULAR OF VENDOR :-

AND

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

AND WHEREAS the **M/s R.B. INFRAESTATE PRIVATE LIMITED**, has purchased total Land measuring 11455.32 sq. mtr.) in Khasra No. 540M, 544 & 524M in Village Noor Nagar, Ghaziabad, Tehsil & District Ghaziabad (U.P.) from various land owners by way of five different registered saledeeds. (hereinafter referred as **"SAID LAND/PLOT"**). The details of saledeeds are as follows :-

1. Land measuring 0.1105 hectare i.e. 1105 sq. meters approx in Khata No. 02005 Khasra No. 540M in Village Noor Nagar, Ghaziabad, Tehsil & District Ghaziabad from Mr. Sudan Kumar S/o Shri Maange Ram R/o R-9/222, Ghaziabad vide Sale Deed which was duly registered in Book No. 1 Volume No. 13641 Pages 149 to 182 Document No. 4175 on dated 09.04.2018 in the office of the Sub Registrar-II, Ghaziabad.

2. Land measuring 827.32 sq. meters approx in Khata No. 193 (Old) & New Khata No. 01091 Khasra No. 544 in Village Noor Nagar, Ghaziabad, Tehsil & District Ghaziabad from **(1) M/s GUPTA RESIDENCY LIMITED** (formerly known as M/s Gupta Residency Private Limited) office at A-96 Second Floor, Vivek Vihar Phase-1, Delhi-110095 **(2) M/s N.N. UNITED PRIVATE LIMITED** office at B-61, First Floor, Anand Vihar, Delhi & **(3) Shri VIKAS JINDAL S/o Shri OM PRAKASH JINDAL R/o C-122, Mahendru Enclave, Delhi** all are Partners of **M/s HIGH END INFRA TECH** having its registered office at A-96 Second Floor, Vivek Vihar Phase-1, Delhi-110095 and **(4) M/s HIGH END INFRA TECH** represented jointly through its All Partners **(A) Mr. PRAMOD CHAND GUPTA S/o Late Shri NATHU LAL GUPTA R/o A-96 Second Floor, Vivek Vihar Phase-1, Delhi-110095 (B) Mr. NARESH PAL SINGH S/o Shri MAHAVIR SINGH R/o B-61, Anand Vihar, Delhi (C) Mr. VIKAS JINDAL S/o Shri OM PRAKASH JINDAL R/o C-122, Mahendru Enclave, Delhi.** vide Sale Deed which was duly registered in Book No. 1 Volume No. 12800 Pages 119 to 170 Document No. 8193 on dated 31.08.2017 in the office of the Sub Registrar-II, Ghaziabad.

3. Land measuring 0.9523 hectare i.e. 9523 sq. meters approx in Khata No. 00074 Khasra No. 524M in Village Noor Nagar, Ghaziabad, Tehsil & District Ghaziabad from **(1) Mrs. Omvati W/o Late Shri Aasha Ram R/o Village Noor Nagar, Ghaziabad (2) Mr. Sanjay Kumar S/o Late Shri Aasha Ram R/o Village Noor Nagar, Ghaziabad (3) Mr. Ram Kumar S/o Late Shri Aasha Ram R/o Village Noor Nagar, Ghaziabad (4) Mr. Balbeer S/o Shri Risaal Singh R/o Village Noor Nagar, Ghaziabad (5) Mr. Bali S/o Shri Risaal Singh R/o Village Noor Nagar, Ghaziabad (6) Mr. Birju S/o Shri Risaal Singh R/o Village Noor Nagar, Ghaziabad** vide Sale Deed which was duly registered in Book No. 1 Volume No. 4926 Pages 153 to 176 Document No. 6665 on dated 04.07.2011 in the office of the Sub Registrar-II, Ghaziabad.

AND WHEREAS the said Company submitted Building Plan to the authority for the development construction of Commercial Mall Project on the area of land measuring Sq. Mtr. approx situated as Khasra No. 524, 540, 544, 537 & 538 Village Noor Nagar, Raj Nagar Extn. Ghaziabad which is herein "Project Land" under section 15 of U.P. Urban Planning and Development Act, 1973 which was sanctioned by the authority its letter no. 254/Master Plan/Zone-1/2020 dt.26.08.2020. The said Company have constructed a commercial complex under the name and style known as **"HIMALAYA CITY CENTER" Phase-2.**

PARTICULAR OF VENDOR :-

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 Convenient/Commercial Shopping Space.

And Whereas the Vendee(s) named above, applied to the Vendor, for the purchase of the above said Convenient/Commercial Space No. at Floor in commercial complex known as **“HIMALAYA CITY CENTER” Phase-2** situated at village Noor Nagar, Raj Nagar Extension, Ghaziabad, (U.P.) on the terms & conditions as contained in the allotment letter.

And Whereas the Vendee's has carried out the inspection of the Building/said Commercial Shopping Space, 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 of the amount of Rs./-paid by the vendee to the Vendor, the receipt whereof the Vendor hereby admits and acknowledges, and the Vendee agreeing to observe and perform all the terms and conditions herein contained in Allotment Letter, executed between the Vendee and the Vendor, thus the Vendor doth hereby agrees to demise and the Vendee agrees to take on Sale Deed the Said Commercial Shopping Space with all rights and easements whatsoever necessary for the enjoyment of the Said Commercial Shopping Space along with right to use the common staircases, corridors, common roads, facilities, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
- 2.** That Vendor has been handed over the physical possession of above said Commercial Shopping Space agreed to be transferred herein to the Vendee simultaneously with the execution of this deed.
- 3.** That upon taking possession of Commercial Shopping Space Vendee shall have no claim against the Vendor as to any item of work, quality of work, material, area of Commercial Shopping Space, installations etc. in said Commercial Shopping Space or any other ground whatsoever.
- 4.** That the Vendor hereby declares and assures Vendee that they are rightful owner of said Commercial Shopping Space with full rights to deal with same. The said Vendor further declares and assures Vendee that said Commercial Shopping Space 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 Commercial Shopping Space had been taken. All previous dues of the said Commercial Shopping Space will be paid by the Vendor if any.

PARTICULAR OF VENDOR :-

6. That for computation purpose, the Saleable/Total area means the built-up area of the said shop, which is the entire area enclosed by its periphery walls including half of the area under common walls between two shops and full area of the other walls, columns and projections, plus proportionate share in the common areas and facilities i.e. electric sub-station, pump house, shafts, guard rooms of the said complex.

7a) The terraces, roofs, parapet walls and all open spaces in commercial complex (HIMALAYA CITY CENTER) shall continue to be property of Vendor and the Vendor shall be entitled to use 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 Commercial Shopping Space owner/association of the Commercial Shopping Space owners

c) The Vendee shall not be entitled to use any space for hoardings or signboard except the space provided i.e. facade of the Commercial Shopping Space 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 borne 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 Service tax 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 @24% 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 Convenient/ Commercial Shopping Space 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 Commercial Shopping Space 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 effected 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 Commercial Shopping Space remains functional or close (unused) if the Vendee does not run business activities within three months after getting the possession and the Commercial Shopping Space remains closed then the Vendor or his nominee shall be entitled to charge the maintenance charges thrice in lieu of the agreed.

10a. That in future, if Covid pandemic type situation occurs maintenance charges shall be continue.

PARTICULAR OF VENDOR :-

- 11.** The Vendor or its nominee shall be entitled to enter whenever it requires in the Commercial Shopping Space for the maintenance of the common services provided and the Vendee will not have any objection for the same.
- 12.** The contents of each Commercial Shopping Space 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 Commercial Shopping Space 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 Commercial Shopping Space without any interruption by the Vendor or by any person claiming under the Vendor. The Vendee shall have right to sell or rent the Commercial Shopping Space to any person.
- 16.** That the Vendee shall not use the said Commercial Shopping Space 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 Commercial Shopping Space.
- 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 Commercial Shopping Space for the stamp duty.
- 18.** That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

VENDOR

VENDEE

WITNESSES :-

1.

2.

PARTICULAR OF VENDOR :-

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

VENDOR

VENDEE

**DRAFTED BY :-
RAKESH KUMAR SHARMA (ADVOCATE)
Registration No. 5294/86, CHAMBER No. 12
& SUMIT SHARMA (ADVOCATE)
Registration No. 579/16, (Bar Council, U.P.)
TEHSIL COMPOUND GHAZIABAD (U.P.)**