

## SALE/ CONVEYANCE DEED

1. Nature & Type : Commercial/ Multiplex,
2. V-Code : .....
3. Mohalla / Village : Noor Nagar, Rajnagar Extension, Ghaziabad
  
4. Details of Property : **SHOP NO.- .....** ,  
**FLOOR .....**  
In "**58 HIGH STREET**"  
KHASRA NO. – 1102,  
SITUATED AT RAJNAGAR EXTENSION,  
GHAZIABAD, TEHASIL & DISTT GHAZIABAD.
  
5. Measuring of Space : **Covered Area .....**  
**Sq.ft (.....) Sq. Mtr**  
  
**Super Area ..... Sq.ft**  
**(.....) Sq.Mtr**  
  
**Carpet Area ..... Sq.ft**  
**(.....) Sq.Mtr**

6. Sale Consideration : **Rs. ....**/-
7. Govt. Value : **Rs.....**/-
8. Stamp duty paid : **Rs. ....**/-

**Description of Stamp Duty Paid :-**

(Stamp duty paid as per G.O. of Uttar Pradesh Not. No. ....  
 Dated - .....) and 1% discount for Female up to 10 lakh and 7 % Stamp Duty  
 paid above 10 Lakh and Male. E-Stamp Certificate No-  
**IN....., Amt. ..../- Dated-.....**

**PARTICULAR OF FIRST PARTY:-**

**M/S CHARMS INDIA PVT LTD** a company registered under the Companies Act, 1956  
 having its corporate office at- Khasra No. – 1055, 1056 & 1099, Main Six Lane Highway,  
 Noor Nagar, Rajnagar Extension, Ghaziabad, PAN NO. AAACC6218R, (hereinafter  
 called the First Party) through its **Authorized Signatory Mr. ....S/o**  
**Sh.....** duly authorized by the Board Resolution dated .....  
 (Aadhaar No-.....) which expression shall unless it be repugnant to the  
 context or meaning thereof, be deemed to include its Legal heirs, successors-in-interest  
 and assigns and representative, liquidators, associates, subsidiaries, nominee etc) of  
 the One part.

Sh. .... S/o Sh. ....(Pan No-.....)  
 R/o..... (hereinafter called the "First Party" which  
 expression shall unless repugnant to the context or meaning thereof, include his heirs,  
 executors, administrators, legal representatives, successors and assigns) of the Second  
 PART.

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

The cost of allotted space which is the subject matter of present Sale deed, in “**58 HIGH STREET**” Commercial/ Multiplex is **Rs-...../-**.according the Govt. Circle Rate & Stamp Duty has been paid **Rs. ....../-**

**DETAILS OF PROPERTY**

The allotted space falls in “**58 HIGH STREET**” situated Kh – 1102, Noor Nagar, Rajnagar Extension, Ghaziabad, Tehsil and Distt. Ghaziabad (U.P.) Consisting of **Space on ..... Floor, Shop No- ....., area admeasuring Super Area- ..... Sq.ft, (..... mtr.) and Covered Area-..... (..... Sq.mtr.)** under the present the Sale Deed.

This deed of sale is made and executed at Ghaziabad (U.P.) On this ..... **day of ..... 2019 between M/S CHARMS INDIA PVT LTD** a company registered under the Companies Act, 1956 having its registered office at- Kh – 1055, 1056 & 1099, Main Six Lane Highway, Noor Nagar, Rajnagar Extension, Ghaziabad, PAN NO. AAACC6218R, (hereinafter called the Seller) through it authorized Signatory Mr. ....S/o Sh..... duly authorized by the Board Resolution dated ..... (Aadhaar No-.....) which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its Legal heirs, successors-in-interest and assigns and representative, liquidators, associates, subsidiaries, nominee etc) of the One part.

AND

Sh. .... S/o Sh. ....(Pan No-.....)  
R/o..... (hereinafter called the "Second Party" which expression shall unless repugnant to the context or meaning thereof, include his heirs, executors, administrators, legal representatives, successors and assigns) of the Second PART.

That the expressions First Party and Second Party both shall mean and include their respective legal, heirs, successors, administrators, executors, representatives and assigns, etc, respectively

WHEREAS after sanctioning of MAP from Ghaziabad Development Authority, the company/ First Party have constructed a Multiplex/ commercial complex on Khasra No. – 1102 at Rajnagar Extension under the name & style known as “**58 HIGH STREET**”.

WHEREAS the said Company is sole and absolute law full owner and have peace full possession of Khasra No. – 1102 at Noor Nagar, Rajnagar Extension, Ghaziabad Tehasil & Distt. Ghaziabad (U.P.).

And Whereas prior to the Second Party agreeing to purchase the above said premises and entering into the sale deed, the First Party has provided an opportunity to the Second Party to inspect the title of the First Party to the said plot of land and also the plans such as typical Floor plan/ Site plan/ parking plan duly approved by the competent authority and the Second Party has availed such opportunity and fully satisfied with the regards to the title of the First Party as well as it's right to allot the unit to the Second Party.

Whereas the First Party/ Developer has agreed to sale to Second Party the above said Commercial/ Multiplex space in “**58 HIGH STREET**”, Khasra No. 1102, Noor Nagar, Rajnagar Extension, Ghaziabad Tehsil & Distt. Ghaziabad (U.P.)) for a consideration of **Rs...../- (Rupees ..... Only)** and this entire consideration amount has been received by First Party/ Developer in full and final settlement.

AND WHEREAS the First Party has issued an **Allotment Letter dated-.....** to the Second Party, whereby the Second Party agreed to purchase the above said Commercial space, **admeasuring covered Area of approx ..... Sq.ft and the super area is ..... Sq.ft being allotted space on ..... Floor, Shop No-.....** of the Commercial/ Multiplex Complex of the said Project, hereinafter referred to as the 'Unit', subject to its Standard Terms and Conditions and the terms recorded in the said Buyer Agreement;

**NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER :-**

1. That the First Party hereby sale its said "Unit" to the Second Party of Commercial/ Multiplex **space on ..... Floor of Shop Number –.....** ....., **Super area admeasuring ..... Sq.ft**, thus the total covered area ..... **Sq.Ft. and super area is ..... Sq.ft.**, situated at "**58 HIGH STREET**" situated at Kh – 1102 at Noor Nagar, Rajnagar Extension, Ghaziabad, Tehasil .& Distt. Ghaziabad (U.P.), against the consideration of **Rs...../-** exclusive of Good and Service Tax which be payable as per applicable laws (which is already paid) and the Second Party agrees to buy above said unit, for a total **consideration of Rs...../-**

2. That in consideration of the said **sum Rs...../- (Rupees ..... Only)** which has already been paid by Second Party and received by First Party/ Developer. Second Party is completely satisfied in respect of ownership rights, titles, interest therein which First Party/developer will hand over the Commercial/Multiplex space, and to have to bid the same to the Second Party forever on the terms contained herein. It has also been agreed between the parties to present the physical possession of the premises shall be handed over to Second Party by First Party. This sale deed in favour of the Second Party is un-revocable in any manner. The Second Party shall be liable for payment of any due/ levied by the GDA/ Government later, and developer has right to receive required amount from the Second Party.

3. That the First Party undertakes to execute the sale deed/ conveyance deed in favor of the Second Party. It is made clear between the First Party and the Second Party that all cost and expenses related to execution of conveyance deed in favour of Second Party like registration charges, stamp paper and any other charges shall be borne by Second Party only.

4. That the First Party/ Developer hereby declares and assures to Second Party that they are rightful owner of said Commercial/ Multiplex Space with full rights to deal with the same. The said First Party/ Developer further declares and assures to the Second Party that said Commercial/ Multiplex Space is free from all sorts of encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes and defects in the title. Developer shall bear all the liabilities upto the date of this sale deed.

5. The entire premises which is the subject matter of present Sale Deed shall be insured by the First Party at his own cost against the fire, earthquake, flood etc shall be responsible for safety, stability etc. of the structure. Cost of above is included and part and parcel of the maintenance.

6. That the Second Party(s) will pay his/ their share of property taxes, fire tax, education tax, water charges or any other taxes, which may be levied on the property by Ghaziabad Municipal Corporation and/or any other authority specified by the Government.

7. Save and except the said premises, the Second Party shall have no claim, right, title or interest of any nature or kind over or in respect of all or any open spaces, car parking, common areas/ facilities/ equipment/ infra-structure, lobbies, stair-cases, lifts, terrace-roof (which shall remain the exclusive property of the First Party/Developer).

8. However the Second Party shall have right to enjoy the mere use of open spaces, common areas/facilities/equipment/infra-structure, lobbies, staircases, lifts, jointly with other Second Party/ tenants etc. without claiming any exclusive right there on.

9. The Second party(ies) shall absolutely regard the fire safety laws and all other rules and procedure in its letter and spirit. The Second Party shall be bound to take a prior permission in writing from the First Party/ Maintenance Agency, Fire Department and any other concerned authorities/department, before undertaking any such job.

10. The Second Party(ies) will not make any additions/ alteration in the Commercial/ Multiplex space or building without written permission from the First Party/Developers and the concerned authority. Initially the electricity shall be connected with the Main Meter of the First Party/ Developers. Separate Electric Meter in the Second Party's name would be installed and all installation expenses shall be borne by Second Party. It is also agreed between the parties that the all electricity and water consumption charges shall be payable by First Party and after handing over of physical possession to the Second Party electricity and water consumption charges shall be payable by Second Party.

11. The Second Party(ies) shall abide by all laws, by-laws, rules and regulations of G.D.A., local bodies or any other Authorities and the guidelines framed by the First

Party/ Developers/ Maintenance Agencies and in the event of any breach of any terms and conditions or laws/ by-laws or rules and regulation deviations, Violation, Second Party shall be responsible for any loss/damage.

12. That it is agreed between the First Party and Second Party that no maintenance charges shall be payable by the Second Party up to the date of handing over of physical possession of the premises. It is also agreed between the parties to the agreement that after handing over of physical possession to the Second Party, the Second Party shall be bound to sign the maintenance agreement with maintenance agency and shall be liable to pay the maintenance charges accordingly.

13. The First Party and/or Maintenance Agency shall have the right to insure and keep insured the structure of the building against such risks as the First Party and/or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the Second Party in proportion to the area of the said Unit purchased by him .The contents, fixtures and fittings installed in the aforesaid premises under present lease deed shall, however, be got insured by the Second Party at its own cost. The Second Party shall not do or permit to be done any act or thing which may render void or voidable insurance of any Shops/Units in any part of the said building.

14. The Second Party shall not display or be permitted to display its name and address of the aforesaid Unit at any place(s), other than as may be permitted by the First Party/Maintenance Agency and not to put up any name or sign board, publicity or advertisement material on the external facade of the building or anywhere in the common areas without the prior approval of the First Party/ Maintenance Agency in writing.

15. That the commercial space/unit shall be used only for the purpose which has been shown in the approved plans, the purpose which may or likely to cause public nuisance or nor permissible under the law shall not be allowed. Any type of encroachment/construction in the entire project including roads, lobbies, roof, etc shall not be allowed to the commercial space owners or associations of commercial space owners. They also shall not be permitted to closing of verandah, lounges, pathways, driveways and common corridors etc even if particular floor/floors occupied by the same party. Any alteration in elevation and outside color scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of

commercial space, signboard, publicity or advertisement material outside the commercial space or anywhere in the common areas shall not be permitted. Any type of change inside the commercial space which may cause or likely to damage to the safety, stability of the structure shall not be permitted as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed.

For commercial unit the sign board/hoarding and advertisement material can be displayed at the designated place demarcated by the company.

16. That Second Party shall have right to further sell/ transfer the premises under present deed to any one in part or full and all the transferees of the Second Party's interest in the said premises under present deed hereby shall always be bound by the terms and conditions of this present deed and shall adhere and conform to the provisions of all Agreement/ documents executed by the Second Party.

17. That after executing and registration of this sale deed, further transfer to third person is permissible without any transfer fee etc. and no need to take permission of First Party.

18. That Second Party undertakes that if there is any additional levy, rate or charge of any kind attributable to the said building as a consequence of Government, Statutory or any other Local Authority(ies) orders, the same, if applicable, shall also be paid by the Second Party on pro-rata basis. However it is made clear that at present the fire safety measures at the said commercial complex have been provided as per the existing fire safety code/regulations. If, however, due to any subsequent legislation(s), Government Regulation, Order or directive(s) or guidelines or if deemed necessary by the First Party, any further fire safety measures are to be undertaken due to additional requirement imposed by the concerned authorities or for the better and/or more purposeful enjoyment of the said building, proportionate additional cost in respect thereof shall also be payable on demand by the Second Party.

19. That it is expressly understood that the internal security of the said premises under present deed and the men/ materials kept therein and their safety shall be the sole responsibility of the First Party till handing over of physical possession of the premises to the Second Party and after handing over of physical possession to the Second Party the responsibility of any nature shall be of Second Party and the First Party shall in no way be concerned or liable for the same.

20. That subject to the Second Party observing and performing the terms and covenants contained herein, the Second Party after taking physical possession of the premises under sale deed shall have the absolute right to hold, use and enjoy the said premises in any manner without interruption or hindrance whatsoever from the First Party/ Maintenance Agency or any person or persons claiming under, for or on its behalf.

21. That the Second Party may assign, transfer, lease or part with the possession of the above said Commercial/ Multiplex space under present deed and till the date of transferring of ownership to the new Second Party the liability of dues of any nature such as maintenance charges, electricity, water charges towards company/ developer/ maintenance agency shall be the responsibility of Second Party and Second Party shall be under obligation to obtain no dues certificate from Developer/ Maintenance agency in respect of dues.

22. After handing over the physical possession of the premises to the Second Party, the premises shall be used only for the purpose it is given and Second Party shall not use the said premises for any other purpose or for such purposes which may or is likely to cause nuisance or annoyance to occupants of other units, Second Party shall not store in the above said Commercial/ Multiplex space any goods of hazardous or combustible nature which affect the construction or the structure of the said building or any part thereof and shall not carry or permit to be done any activity which tend to cause to damage to any flooring or ceiling of any premises over, below or adjacent to the unit. In the event the Second Party or the occupant infringes the terms of this Clause, the First Party and/or the Maintenance Agency shall have the right to stop providing the essential services as well as access to the common areas till the time such offence continues. Without prejudice to the said rights of the First Party, the Second Party hereby agrees to indemnify the First Party against any penal action, damages or loss due to misuse for which the Second Party shall be solely responsible. The Second Party is not to indulge in any activity which is not permissible by law, the Second Party shall be absolutely and solely liable for any such activity and for liabilities thus incurred as a result of such act.

23. That after taking physical possession of the premises, the Second Party(ies) shall not open meat shop and will not be allowed to cutting flush, frying meat or toasting the meat, hanging of fish in the above said Commercial/ Multiplex space. However for the

purpose of business the Second Party shall be strictly allowed only to sell the non-vegetarian items in packed shape.

24. The Second Party shall not be allowed to closing of common verandahs or parking or balconies or common passages or common corridors. Further the Second Party shall also not be allowed for any alterations in any elevations, outside colors scheme of the exposed walls of the verandah, lounge, or any external walls, or faces of external doors & windows of the Commercial/ Multiplex space occupied by him, which is in the opinion of the First Party/Developer, differ of the color scheme of the building.

25. In case the above said Commercial/ Multiplex space is not used and occupied by the Second Party himself after taking the physical possession of the premises, he/they shall ensure that all obligations, liabilities and responsibilities devolve upon him under this sale deed shall be made by him legally binding on the occupier as part and parcel of the terms and conditions of this deed.

26. The after taking the physical possession of the premises under the deed by the Second Party, the Second Party shall permit the First Party/Developer as the case may be and it surveyors and agents with or without workmen and other at all reasonable time to enter into the above said Commercial Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning, lighting and keeping in good condition of all services, drains, pipes, cables, water covers, gutters, wires and other conveniences belonging to the said building.

27. Upon possession of the said Commercial/ Multiplex space being given to the Second Party, he/they shall have no claim against the First Party/Developer for quality of work, material, installations etc. used in the above said allotted space or on any other ground whatsoever and the claim, if any shall be deemed to have been waived.

28. Save and except in respect of the above said Commercial/Multiplex space already acquired by the Second Party, Second Party shall have no claim, right, title or interest of any nature or kind, except right of ingress & egress in respect of all or any of the common areas such as lobbies, staircase, lifts, corridors, etc. which shall always remain the property of the First Party/Developer until the same are assigned or transferred

29. The First Party/Developer will continue to have, as may be before, the right to make addition, raise stories or put additional structure as may be permitted by Ghaziabad Development Authority and other competent authorities and such additional structure and stories shall be the sole property of the First Party/Developer who will be entitled to dispose it of in any way they chooses without any interference on the part of Second Party by himself or with one or more of the rest of the Second Party(ies) and the Second Party hereby consents to the same. The First Party/Developer shall be entitled to connect the electric, water, sanitary and drainage fitting on the additional structure/stories with exiting electric, water and drainage sources, but on his (the First Party/Developer's) own cost.

30. That the Second Party undertakes to pay all expenses like Stamp Duty, Registration Fee, Legal expenses and all other expenses which is required for execution and registration of present Deed. However it is explicitly agreed and undertook by the Second Party that if the present sale deed documents ever comes under Stamp deficiency and/or any penalty is imposed by the concerned Govt. or any other liability same shall be born and payable by Second Party only.

31. After handing over the physical possession of the premises to the Second Party, the Second Party(ies) shall abide by the terms and condition of the use of the said Commercial/Multiplex space as per rules & regulations imposed by the authority.

32. That the rights and obligations of the parties under or arising out of this sale deed shall be construed and enforced in accordance with the laws of India.

**Payment Detail**

The First Party has received Total Payment sum **Rs...../- (Rupees ..... Only)** from Second Party through Various Cheque/Draft in advance against said **Unit No- ....., Floor.....**

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

**M/s CHARMS INDIA PVT. LTD.**

**Authorized Signatory  
(FIRST PARTY)**

**(SECOND PARTY)**

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**Witness**

**1. Mr.**

**2. Mr.**

**Dated : .....-2019 Drafted By MUKESH KUMAR TYAGI (ADVOCATE)  
Reg.No-UP-1823/91, Ch.No-94, Tehsil Compound Ghaziabad**

**M.No-9350219650**