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Type of document	-	Sale deed.
Kind of land	-	Residential Flat
Ward Pargana	-	Rural Area, Tehsil and District – Agra.
Mohalla/Locality	-	Twin Tower , Mauza – Chamrauli, Tehsil and District Agra

Description of Property :- One Flat no. ----- which is at ----- Floor whose Super Area is ----- ft² i.e. ----- mt² and Carpet Area is ----- ft² i.e. ----- mt² and which is constructed in Khasra no.159 situated at Mauza Chamrauli, Tehsil and district Agra, in Apartment named as **Twin Tower** which is shown by red colour in the annexed map.

Other Description :- Sold Flat is the part of multi-storied building which is situated at its ----- floor of which total area is **7983** mt² and total constructive area is ----- mt², in this way undivided share is ----- mt² of land beneath the Flat and Carpet Area of Flat is ----- mt² and its circle rate is rewarded in the **Formet-3 at Page 64, Column no.15 at Sub-Registrar Third office**. Which is situated at 12 meter wide road in between from J.P. Hotel to Shamshabad Road.

Amount of Consideration - Rs. _____
Market Value - Rs. _____
Stamp - Rs. _____
Circle rate of land - Rs. _____ per mt²
Construction Rate of Covered RCC Construction - Rs. _____ per mt²
Value of share of land under Flat - Rs. _____ (----- X -----)
Value of construction of Flat - Rs. _____ (----- X -----)

Boundaries

East - _____
West - _____
North - _____
South - _____

Name of Vendor :- 9412271017

Bhole Baba Infracon Pvt. Ltd. (PAN- AAECB8429R) office at **Shop no. 6, Block C-15, Sanjay Place, Agra** through its director **Shri Krishna Murari Goyal S/o Shri Jagdish Prasad Goyal R/o 201, Nehru Nagar Apartment, Agra**
..... First Party

Name of Vendee :-

.....
.....Second Party

This is to be known that first party is the Pvt. Ltd. company Regd under Company Act 1956 and said company has purchased the land of multi storied building through 3 numbers sale deeds from Pashupatinath Co. Operative Housing Society Ltd. regd. 1109 through its secretary Manish Bansal by sale deed date 09-02-2012 which is entered at office of Sub Registrar Fourth Agra at Bahi No. 1, Zild No. 2253 at pages 39/56 numbered 1511 on date 17-03-2012 and second sale deed date 10-02-2012 which is entered at Sub Registrar Fourth office Agra at Bahi no. 1, Zild No. 2253, at pages 57/74 numbered 1512 on date 17-03-2012 and third sale deed date 10-02-2012 which is entered at office of Sub Registrar Fourth Agra at Bahi No. 1 Zild No. 2253 at pages 75/92 numbered at 1513 date 17-03-2012 through Bhole Baba Infracon Pvt. Ltd. Agra purchased agriculture holding 7983 mt² and above company after purchasing the aforesaid land completing all the formalities with Agra Development Authority have got sanctioned the site plan vide no. 1718/B.F.T./2/10-11 of said multi storied building subsequently named as Twin Tower over which first party is constructed multi storied building of which above company only sole owner possessee, occupant and no one else except it is share holder, having right in this property as due to death etc. and said property is free and clear from all type of

debts and liabilities because above vendor company having full knowledge of technique,

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construction capabilities, the vendor company have done the construction work over the above land of multi storied building which is named as Twin Tower in accordance with sanctioned map. The first party sold out to the second party the Flat No. ----- on the ----- floor of above multi storied building whose Super Area is ----- ft^2 i.e. ----- mt^2 and Carpet Area is ----- ft^2 i.e. ----- mt^2 for the total consideration Rs. ----- of which becomes half amounting Rs. ----- through ----- and first party company has obtained total sale value in accordance with description mentioned at the foot of this deed from the second party and after obtaining the amount of sale value, nothing balance amount in the sale value to be get to the vendor company from the vendee nor in the future. Hence this sale deed is written abiding following conditions and following conditions of multistoried building rules mentioned under are agreed to follow:-

1. That first party has obtained the total price of residential construction and the amount of proportionate value of area of public utility and facilities. The second party/vendee shall have right to use the common open and constructed area communally except the provided covered area.

2. The Second party shall make the use of Flat for only residential purpose and he shall have not right to use except the residential purpose in other manner.
3. The Second party shall no right to use the exterior walls of multi storied building. The land beneath the sold Flat, means at which tower is created, the vendee shall have no right; title and interest therein. In any case such all the rights of Vendee shall be indivisible communally with all the Flat holders jointly.
4. The second party shall have no right interest of any kind except the easementary right to income and out go for open land on the ground floor or the staircase/ lift and parking place nor the second party shall have no right to change, to reduce or enhance in original skeleton of tower or its floor, roof, beam and column completely or partially. All the Flat holders, who are the members of tower shall have common right to use title and interest jointly to all the staircase/ lift, communicating to the different floors and none of members/ Flat holder shall interfere and obstruct in his easementary means of public utility but that the Vendee shall make the use all the means and facilities of public utility commonly.

5. The second party shall have no right to construct break off inside the sold Flat and shall be entitled for interior or decoration of completely temporary nature to perform for which Vendee is at liberty for example for erecting wooden ply board to partition internally. The second party shall not make construction by which skeleton of tower or any column thereof or its roof or floor so as to complete or partial basic change.
6. That the second party shall have not separately right, interest and title on the ground floor of multistoried building but the Flat holder shall have executable common right, title and interest.
7. That the **Twin Tower Welfare Society** is formed and all the vendee are bound to become the member of the society. Every holder of Flat inevitably be its member to secured justly maintaining, repairs, sanitation and convenient uninterrupted conditions thereof and said society shall maintain the multi storied building by its common expenses and he shall colour the external part of sold Flat as decided commonly by the other members and the vendee, the Flat holder in no case in any circumstance shall not make change in the external part and it shall be must maintain the Flat in usual condition.
8. It is shall be essential to become member of Twin Tower Welfare Society by vendee and membership fee shall be payable by the Flat holder to the society

and monthly expenses of maintenance essentially to be paid to the society whether vendee is residing therein or not. The vendee shall make the payment of house tax, water tax, sewer charge, electric charge and other charges to the respective department or shall ensure to make the payment.

9. That there would be liability of Flat holders of multi storied building that to act upon for suitable maintenance for water, fire extinguishing equipments, generator, lift and electric cable etc in the Twin Tower through maintenance committee and Flat holders make the payment in accordance with their share.
10. The above maintenance committee shall make the arrangement for Security Guards, Peon/Watchman, Plumber, Electrician, Mechanic etc. and above maintenance committee shall suitably maintain the commonly usable parts and If the Flat holders requires to repair inside the Flat that shall be separately payable by Flat holders.
11. That the Flat holder shall be liable to make payment of his Maintenance Dues by seventh day of month to the maintenance committee otherwise the maintenance committee shall be entitled for additional charge or terminate/Suspend the common facilities.

12. The Flat holder shall not be able to install the cooler; exhaust fan; air conditioner in the commonly usable parts Lifts, Galleries, Corridors and Roofs etc.
13. The vendor shall not be liable in case of any natural calamity such as earthquake etc inclusive due to which any damage to multi storied building caused and that shall be fulfilled through maintenance committee and Flat holder shall make the payment in accordance with his share.
14. The Flat holders shall could not construct the let, bath and toilet etc inside the Flat and any new pipeline shall not be laid by them inside Flat.
15. That nobody shall be entitled to enter into the water tank at the roof of twin tower and lift room and the maintenance committee shall be absolutely liable for its maintenance.
16. That the second party shall be able to install telephone disc and accordingly connection thereof and nobody and vendee shall be entitled such type of connection or facility utilization by which any wall of structure or column damage is included.

17. That the second party shall have no right to hold any inflammable and explosive substance inside the Flat (except the cooking gas and such type of commodities of daily use) and the second party shall not do such type of acts which is injurious to strength of building or construction and to other members. If any vendee, second party perform such type of acts causing inconvenience to other members or effecting the building in any manner thence its all responsibility answerability inclusive cost of damage, damages and compensation only of such vendee.
18. That the all Public Sector and facilities as described in the annexure attached with this sale deed shall be used commonly by the vendee in which no vendee shall have individual right therein.
19. That the second party for the sake of security of building to take the fire and general insurance jointly are essentially bound and associated of which premium amount will be payable by every allottee, which shall be essential for the vendee.

20. That the vendee have absolute right that to be benefitted by sold property as he liked considering all the common facilities to use water electricity, generator, intercom, sewer etc. and timely there maintenance charge pay to the concerned departments or to Twin Tower Welfare Society for maintenance shall be essential.
21. That the vendee shall have no right to the roof nor shall have right to plant any hordings, advertisement etc.
22. That the every Flat allotted to the vendee its height from floor is 10' Feet which is shown in the plan annexed with the sale deed by red colour to which shall only have right and interest in addition to it in area of public utility and facilities. He shall have undivided joint rights and interest therein which is described in the annexure of sale deed and parking place allotted to the vendee that shall be used by the vendee.
23. That the sold Flat is totally free and clear from all the charge, encumbrance, payable debts and mortgage etc. If any defects in the title comes forward or found any deficiency in ownership, occupancy and utility than liability to compensate it is of vendor.

24. That all the stipulations of this sale deed shall be binding and effective uniformly on the heirs, assignees and substitutes tenants of the vendor and vendee.
25. That if the multi storied building sustain any loss or damage due to divine crises, natural calamity then all the holders of multi storied building communally and inevitably shall be liable for reconstruction proportionate to incurred total loss for their respective area and the vendees shall bear the expenses Jointly.
26. That all the provisions of Uttar Pradesh Ownership of Flats Act 1975 and Uttar Pradesh Off Flats Rules 1984 shall be enforceable uniformly to the vendor & vendee leaving all the terms and conditions of this sale deed and the second party before selling the Flat shall be bound to obtain **N.O.C.** of maintenance dues from Twin Tower Welfare Society or from vendor company in absence of welfare society.

27. That the society shall have absolute right to cease the common facility if the Flat is being sold by the vendee and if any amount of society would be due than society may recover from new vendee and new vendee shall compulsorily be the member of society and he shall be bound to pay membership fee amount.
28. That the tax assessment of Flat is not entered in the municipal corporation and the vendee shall make the payment of assessed tax on the building operative house tax, water tax since execution of sale deed. Liabilities before the sale deed shall be born on vendor.
29. That the restriction of above conditions shall be of Flat holders and their substitutes and successors and tenants too will be enforced.
30. That if the any of Flat holders fails to comply with the above conditions in that case the Twin Tower Welfare Society shall have right to take legal action against him.
31. That whole the expenses of execution of sale deed is bearing the vendee.

Appendix- (A)

One Flat no. ----- which is at ----- Floor whose Super Area is -----
----- ft² i.e. ----- mt², Carpet Area is ----- ft² i.e. ----- mt² which is
constructed in Khasra no. 159 situated at Mauza Chamrauli, Tehsil and
district Agra of whose apartment named as **Twin Tower** which is shown in red
colour in the site Plan.

Appendix (B)

The area of public use and facilities description which is indivisibly annexed
with the sold Flat.

1. That the land beneath the main building of Twin Tower the way
communicating the sold Flat, lift, stairs, park and other open public place
and general public place constructed.
2. That the water supply, electricity associate lift, generator, water tank,
transformers, submersible pump etc and general application of all public
equipments.

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Details of recovery of consideration is this :-

**Rupees/- through RTGS date, has been received
total ----- Rupees and after receiving the above amount
nothing is remained Balance nor will be in future.**

Witness :-