

Sub Registrar Office- I, Tehsil Sadar, Agra

S.No.	Bahi No.	Khand No.	Document No.	Dated	Name & address of Parties	Attested Photo
1- Type of Deed/Document:- Sale Deed 2- Flat No.:- 3- Address:- “ARYA’S-72” Multistoried Apartments forming part of Khasra Nos. 177 (Minjumla), Mauja Mohammadpur, Teh. & Distt. Agra 4-Area of Property:- Sq. Ft. (..... Sq.Mtr.) 5-Boundries:- East -..... West -..... North -..... South -..... 6- Stamp Paid:- Rs.....					<u>VENDOR:-</u> M/s. AADRIKA INFRACON PVT. LTD., At 6/231, Bhairon Bazar, Belanganj, Agra (PAN-AAICA0207G), through its Director Mr. Shailabh Sharma S/o Sh. Harish Chandra Sharma R/o 23, Nehru Nagar, Agra. <u>VENDEE:-</u>	
					Signature of attestor	

Dated:-.....

Executer

DESCRIPTION OF SALE DEED

01. Type of property- Residential Multistoried Apartments
02. Ward & Distt.- Mohammad Pur, Agra.
03. Property No.- **Flat No....., Floor.**
04. Add. Of Property- "ARYA'S-72" Apartment, at Mauja Mohammad Pur, Agra.
05. Area of Flat- **Sq.Mtr.**, Covered Area
06. Location of Road- Situated at 40'-0" Road.
07. Other Description- The Flat No..... hereby sold is situated on Floor of Nine Storied residential building "ARYA'S-72" Apartment.
08. Total Land Area of Apartments 6325.00 Sq.Mtr.
09. Total Covered area of Apartments Sq.Mtr.
10. Part of land for this Flat **Sq.Mtr.**
11. Circle Rate of Land- Rs.....
12. Circle Rate of Construction- Rs.....
13. Market Value as per Circle Rate- **Rs.**
14. Market Value at the time of Agreement- **Rs.**
15. Sale Consideration- **Rs.**
16. Description of Stamp Duty- Rs..... Vide E-Stamp Certificate No. **IN-UP.....** issued On by Stock Holding Corporation of India Ltd., Agra.
17. Stamp paid- **Rs.**

DESCRIPTION OF PROPERTY HEREBY SOLD:-

One Flat (Unit) No.....on **Floor** having Covered Area of **Sq.Ft.** (.....**Sq. Mtr.**) which is more fully described at the foot of this deed and marked by red colour in annexed map in Nine Storied Residential Apartment "**ARYA'S-72**" forming part of Khasra Nos. 177 (Minjumla), Mauja Mohammadpur, Teh. & Distt. Agra

BOUNDED AS UNDER:-

East -.....
West -.....
North -.....
South -.....

SALE DEED

THIS DEED OF SALE made and executed at Agra on this day of by **M/s. AADRIKA INFRACON PVT. LTD At 6/231, Bhairon Bazar, Belanganj, Agra (PAN-AAICA0207G), through its Director Mr. Shailabh Sharma S/o Sh. Harish Chandra Sharma R/o 23, Nehru Nagar, Agra.**--Hereinafter called the **VENDOR** which expression shall mean and include its successor in interest, Administrator and Assigns.

IN FAVOUR OF

Mr./Mrs.....S/o,W/o..... R/o (PAN-)

Hereinafter called the **VENDEE** which expression shall mean and include her heirs, successor in interest and assigns on the terms set out hereunder:-

- i. WHEREAS the VENDOR is owner in possession of Khasra Nos. 177 (Minjumla), Mauja Mohammadpur, Teh. & Distt. Agra having purchased it from its erstwhile owner Mr. Natthi Singh S/o Late Sh. Nek Ram R/o Mohammad Pur, Agra vide registered deed of sale dated 18/11/2009 on Bahi No.1, Jild No.6580, Page No. 259/304 at S. No.9717 at the office of Sub Registrar (I), Tehsil- Sadar, Distt.-Agra.
- ii. WHEREAS the VENDOR after purchase of aforesaid property, constructed and developed multistoried residential complex/apartments thereon by building under the name & style of **"ARYA'S-72"** as per sanctioned plan of Agra Development Authority, Agra vide file No..... dated The said multistoried residential apartments **"ARYA'S-72"** is interalia comprising of the **Flat No..... on Floor** described at the foot of this deed.
- iii. WHEREAS the VENDEE is applied through an Application of Registration for purchase of one unit of flat bearing **No.....** having covered area of **Sq.Ft. on Floor**, in **"ARYA'S-72"** along with the facility of covered car parking at stilt/basement level and has offered to pay adequate Sale price.
- iv. WHEREAS the VENDOR has agreed to transfer, sale, convey, alienate and assign its interest in aforesaid residential unit as described at the foot of this deed in **"ARYA'S-72"** to the VENDEE for sale price of **Rs,.....**

NOW THIS DEED WITNESSETH AS UNDER:-

1. THAT for a consideration of **Rs,.....** paid by the VENDEE to the VENDOR, in respect of unit-**Flat No.....on Floor** comprising covered area of **Sq.Ft.** of residential apartments **"ARYA'S-72"** and more fully described at the foot of this deed, the VENDOR doth hereby assign, convey, transfer, alienate & sale the aforesaid residential on absolute sale to the VENDEE along with facility of covered car parking at stilt/basement level, subject to terms and stipulation contained herein to have it and hold it absolutely forever as owner thereof.
2. THAT the sale price **Rs,..... (Rs.Only)** of the aforesaid Flat has been paid by the vendee to the vendor as below:-
.....
.....
Thus the vendor has received the total sale price from the vendee and now nothing remains to be paid to the said vendor. The vendor hereby acknowledges to have received the total sale price of aforesaid residential unit & all that described at foot of this deed.
3. THAT the above sale price does not include the cost of common areas and common facilities, However the cost includes the right of using the earmarked covered car parking at stilt level and allottee/vendee shall be entitled to use covered car parking for keeping his vehicle only. The VENDEE is strictly prohibited to disturb the present state & structure of car parking either by erecting any structure thereon or four walls for covering the same.

4. THAT the VENDOR has put the VENDEE in actual physical & proprietary possession of the aforesaid residential flat hereby transferred & sold. The VENDEE hereby acknowledges to have obtained the said possession from the VENDOR.
5. THAT the VENDEE shall have right, title and interest upto the ceiling above the floor space of the property and its inner edges of the property transferred to him. The VENDEE shall be deemed to be owner of only half of the thickness of the adjoining walls covering the floor space of the property hereby transferred. The VENDEE shall however have no right, title and interest to change, alter or disfigure the existing state structure and shape of the ceiling or alter its structural and architectural design. It shall also prohibit him/her from causing any kind of damages in any part of the property.
6. THAT the VENDEE shall have a right to further transfer, sale, alienate and mortgage the property hereby transferred. The VENDEE shall have a right to part with his interest in the said property (Flat) hereby transferred & sold to any other person subject to terms & covenants self forth herein.
7. THAT the VENDEE shall have undivided, impartible common interest & common areas & use and enjoyment in the common service facilities area appurtenant to the building raised over the floors of the proportionate area of the property transferred to the VENDEE for more effective and beneficial use of the flat hereby sold.
8. THAT the VENDEE shall have joint, common proportionate & undivided proprietary claim and interest in the land underneath the property hereby transferred and conveyed to him/her and it shall not be subject to any partition or sub-division in any manner of any stage by the VENDEE or any person claiming under him/her.
9. THAT the VENDEE is liable to maintain the property hereby sold in sound and habitable condition and shall not damage its floors, walls, columns in any manner which may cause or likely to cause or damage to the adjoining properties/units or to the apartment itself.
10. THAT the VENDEE shall not keep, collect, store and use any inflammable, combustibles or explosive materials in the property or any part thereof hereby transferred and sold to him/her which may endanger the life of the property in the entire building or in the surroundings of the property transferred. This includes the prohibition of installing any furnace, bhatti or welding or any manufacturing units etc. The VENDEE shall not use the property transferred for any purpose other than resident or for such purposes which may be detrimental to the surroundings and building as well or which may have the effect of causing and producing noise, pollution & nuisance in the property hereby sold & its surroundings. The VENDEE shall use the flat for residential purpose only & any business activities would be strictly prohibited in the flat or in any part of the apartments.
11. THAT upon taking possession of the flat consequent upon this sale the VENDEE shall have no claim against the VENDOR as to any item or masonry work, structure work etc. done executed & performed in respect of property hereby sold.
12. THAT the VENDEE shall have right to obtain the telephones and electric connection at his/her own cost. The VENDEE may also have the right to take water connection without disturbing architectural control and design of the building. If it is found that such connection, if allowed would damage to the floors, walls or columns and other structures then the VENDEE shall not be entitled for such connection & shall be precluded to install the same.
13. THAT the VENDEE shall be under obligation to carry out the annual repairs, white wash and maintenance of the flat as well as the common service facilities & area etc. as per the covenants and restrictions imposed. The VENDEE shall be liable to pay the proportionate maintenance cost of the common service facilities & areas to the VENDOR or to the person appointed and empowered by the VENDOR or to the association of occupants and its office bearers which may be formed for the said purpose. In case of default in payment by Vendee the VENDOR OR ASSOCIATION OF OCCUPANTS, as the case may, be entitled to stop the VENDEE from the use and enjoyment of such services and shall be entitle to with hold the

same besides taking steps for recovery of maintenance charges that shall accrue due against the VENDEE.

14. THAT the House tax, water tax, fire tax, scavenging tax or tax, charges or Cess of any other description imposed by Nagar Nigam, Local authority or any Statutory Authority on the property sold or become leviable there on shall be payable and be paid by the VENDEE in respect of the property hereby sold from the date of sale. The VENDOR shall only be liable to pay any tax or liability prior to this sale.
15. THAT the VENDEE agrees that after the sale and possession of the flat any permissible additions or alteration in or above or relating to the said flat which are required to be carried out by the Government, Local Authority or any statutory authority or by way of any statutory requirements, the same shall be carried out by VENDEE in co-operation with the other inhabitants/allottees/owners of the other units of the building "ARYA'S-72" at their own cost, risk and responsibility and the VENDOR shall not in any manner be held liable or responsible for the same. All such additions and alterations shall be carried out after getting the plan sanctioned from local authority, if need be, without affecting the architectural design, shape and structure of the building or residential unit.
16. THAT it has been agreed between the VENDOR and the VENDEE that save and except in respect of the particulars flat & space hereby acquired by him the VENDEE shall have no claim right, title or interest of any kind except the right of egress and ingress over or in respect of all or any kind of the common areas, such as lobbies, staircase, lifts, corridor etc.
17. THAT the VENDOR shall be entitled to connect the electric, water, sanitary, drainage fittings etc. on additional structure/storey with the existing electric water sanitary, drawings sources etc. at its own cost without any demur from the Vendee.
18. THAT the terraces, roofs, parapet, walls shall continue to be the property of the VENDOR unless transferred & sold expressly by the vendor to the VENDEE, who shall not be entitled to use them for any purpose whatsoever.
19. THAT the VENDOR shall transfer all the residuary rights in the complex to such an agency or body as may be required under the law, or may so transfer it at its own discretion at any time.
20. THAT the entire maintenance, upkeep, preservation and operation of common services/common areas in the complex shall be done by VENDOR or its nominee or residents society on the terms and conditions and charges to be determined by the VENDOR or its nominee from time to time in the context of the prices prevailing for common services, levies, taxes, labor etc. at the relevant time. The VENDEE shall be bound to pay such charges together with repair, maintenance & replacement charges of plant and equipment etc. The VENDEE shall be individually responsible for the payment of proportionate water, electricity consumption charges etc. as shall be obtained by them and all the internal maintenance and repair of the installations/devices of the unit sold.
21. THAT the Vendee shall pay society maintenance charges regularly as decided by the Vendor/residents society and corpus funds in advance.
22. THAT the VENDEE shall comply with, carry out & abide by the laws, bye-laws, rules, regulation, requisition, demands etc. of the AGRA DEVELOPMENT AUTHORITY, AGRA and other local self Government & other statutory Authorities and shall attend to answer and carry out at his own cost and be responsible for all deviations, violations or breaches of conditions contained in this deed.
23. THAT the space earmarked for parking in the building shall only be used by VENDEE for keeping his/her vehicle in common with other inhabitants/allottees/ owners of the "ARYA'S-72" without disturbing & obstructing the common use/right & enjoyment of other flat owners/allottees/occupants.
24. THAT it is expressly made clear for removal of doubt that the sale consideration referred to above does not include cost of common areas and common facilities etc. provided along with

- the unit-flat hereby sold to the VENDEE and these are part of necessary amenities provided with the flat for more effective & beneficial use and enjoyment of it by the VENDEE.
25. THAT the Vendor hereby unequivocally declares & states that the property hereby sold is free from all kind of encumbrance charge, mortgage, lien & litigation. The Vendor hereby gives guarantee of good, perfect & marketable title in the property sold. The Vendor further states that the above property is not in the scheme of acquisition & requisition by any authority or government.
26. THAT the Vendee knows the building constructed as ARYA'S-72 is monolithic construction i.e. all the walls are of R.C.C. and are load bearings, so no wall can be removed or altered in any form in any conditions because the entire load of the building lies on them. So the Vendee shall not alter or remove or dismantle any of the walls including internal wall in any situation, which may damage the building.

DESCRIPTION OF PROPERTY HEREBY SOLD:-

One Flat (Unit) No..... on Floor having Covered Area of Sq.Ft. (..... Sq. Mtr.) which is more fully described at the foot of this deed and marked by red colour in annexed map in Nine Storied Residential Apartment "ARYA'S-72" forming part of Khasra Nos. 177 (Minjumla), Mauja Mohammadpur, Teh. & Distt. Agra

BOUNDED AS UNDER:-

East -.....
West -.....
North -.....
South -.....

This sale Deed typed and drafted by Company M/s. AADRIKA INFRACON PVT. LTD..

IN WITNESS WHEREOF THE VENDOR AND VENDEE HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS DEED OF SALE ON THE DATE, MONTH & YEAR AFOREMENTIONED.

WITNESS:-

01.
02.

VENDOR

VENDEE