

DOCUMENT DETAILS

First Party /Details of Vendor	Second Party /Detail of Vendee
M/s S.D.SONS. Private Limited regd office
.....through Auth.
Signatories and directors : Mr. Dinesh
Agarwal son of late Shantivrat Agarwal
residencey C-50 kamla nagar, agra:
Occupation: Business.	Occupation: Business.

SALE DEED

Sale Consideration : Rs.
Market Value as per Circle Rate : Rs.
Stamp Duty Paid : Rs.
Circle Rate : 1,23,000.00/- per Sq. Meter as property
is commercial shop . Mentioned in the Circle
Rate List of SR (I) Agra at page-74
Place : Shree Ram Trade Center, N.H-2 Highway,
kamla nagar . Tehsil and District Agra

THIS DEED of sale executed at Agra on thisth, day of.....,.....
Between

M/s S.D.SONS. Private Limited regd officethrough Auth. Signatories and directors : Mr. Dinesh Agarwal son of late Shantivrat Agarwal residency C-50 kamla nagar, agra: (**PAN NO.....**) (hereinafter called the "VENDOR" which expression shall mean and include its executors, Administrators, successors and assignees) of the FIRST PART.

AND

(PAN NO)

(hereinafter called the "VENDEE" which term shall mean and include their successors, survivors and legal heirs) of the SECOND PART..

WITNESSETH AS UNDER :

WHEREAS THE VENDOR COMPANY purchased land, Since by the Uttar Pradesh Housing and Development Council, plot number cinema plot area - 3045.46 square meter situated in Kamla Nagar Yojna Agra, lease for a period of 90 years at a premium price of Rs. was allotted. Whose legacy size was fixed at - 3138.00 per annum. Which is the same number in the office of the Deputy Registrar. The serial number of the district number - 66 is mentioned on page number - 285/295 dated - 225. 1984 and at present, in the records of the council, the name of the purchaser of the said plot is mentioned in the name of the lessee. after lease the Government Order No. 1639 / 9 - A - 95 Miss / 86 Housing Section-1 dated 10. 5.95, 12 percent of the value of the plot allotted on lease, freeing it from the problems of depositing lease rent, obtaining the forecast etc. for renewal. Permission has been given to convert the freehold land by charging a fee and 10% of the value of the land has been deposited by the vendor in the council treasury in lieu of the lieutenant. According to the above mandate, 2 percent of the price and the buyer has now deposited, which is acknowledged by the seller through this deed.. WHEREAS the abovementioned land purchased by vendor company has been declared WHEREAS the VENDOR COMPANY after purchasing above mentioned land raised construction in accordance with sanctioned plan by Agra Development Authority, Agra. Those constructions in the form of multistoried commercial complex are properly known as COMPLEX..... WHEREAS the VENDEE applied for registration of Office/Unit/Commercial space bearing **No.....**covered **area** Square Meters at **Floor** in the multistoried commercial complex known as COMPLEX at land, Kamla Nagar Scheme N.H. 2 Road, Tehsil and District Agra. In Pursuance to the application of the VENDEE a Office/Unit/Commercial space bearingcovered **area** Square Meters at **Floor** was allotted to them, the details of the unit allotted to the VENDEE are given in the Schedule '1' of this deed. The VENDEE have paid the total sale consideration of **Rs**,000/- (**Rupees** only) half of which is **Rs**,000/- (**Rs** Only) in the following manner:

<i>S.NO.</i>	<i>Particular</i>	<i>Amount.</i>
01.		
02		
03		
	TOTAL	,000,00.

AND WHEREAS in lieu of the payment of the total sale consideration the VENDOR hereby transfers the absolute ownership of built-up Office /Unit/Commercial space bearing Shop No ,

Floor as specified in the map attached to this deed and forming part hereof as Annexure 'B', subject to the conditions given further with proportionate notional interest in the entire plot covered under commercial complex of.....in pursuance of the transfer by sale. The VENDEE has been delivered peaceful legal and physical possession of the unit/shop/commercial space thereof. The stipulations Covert and conditions to hold and use the property transferred by this deed are given explicitly in Schedule '2' to this deed. AND WHEREAS the VENDOR here by warrants fitness of the title of the property being transferred by this deed and confirm that there is no impediment in transfer of the Office / unit/commercial space transferred to the VENDEE. The property is free from any acquisition proceedings and is also free from all kind of encumbrances known so far or any kind of defect in the title or any kind of dues and taxes etc. The VENDEE here onwards has been made absolute owner of the property transferred by this deed and shall be entitled to get their names mutated in the municipal record or any other kind of statutory records as owners. The VENDOR shall have no objections. The VENDEE shall be entitled to take their own electricity connection, telephone connection, internet connection in their name. The water connection shall be subject to prior approval from Vendor/Society. The Vendee shall be bound to acquire membership of COMPLEXMAINTENANCE SOCIETY, formed by owners of Office/Unit/Commercial space of COMPLEX....., for the purpose of maintenance and upkeep of common areas & common spaces in COMPLEX and running, repair & upkeep of equipments installed in general utility areas in COMPLEX and to provide services such as security, parking management, etc to the unit holders and the visitors/customers of the COMPLEX....., by paying membership fees as fixed by the maintenance society, and shall pay

maintenance charges, capital replacement fund etc. And be bound by the terms and conditions of the Society given in Scheduled '3' of this deed.

That the charges for preparation, execution and registration of this Sale Deed in respect of the Office/Unit/Commercial space transferred, including Stamp Duty, Corporation Surcharge, Registration Charges and other expenses have been borne and paid by the VENDEE. The VENDEE shall also be liable for any deficiency in stamp duty as demanded by Registrar or any other statutory authority under Stamp Act after registration of this document. The stamp duty payable on the property being transferred by this deed is calculated in accordance with circle rates prescribed by the government amounting to **Rs.-/- (RupeesOnly)** i.e. calculated as 7% of government valuation **Floor 1,23,000/- per Sq. Meter XPer Sqmt. X80% of Rs.**

Details of Land :

SCHEDULE-1

Details of the Property Transferred

Unit/Officeon Floor.

Total Covered Area:

Situated at Kamla Nagar Scheme, N.H. 2 Road, Tehsil and District Agra.

Bounded as Under:

Boundaries

East	:
West	:
North	:
South	:

SCHEDULE-2

Terms and Conditions to hold and use the property transferred by this deed

- Covered area for the purpose of this sale deed is defined as: Floor space within the four walls cubically, except the front door opening in common passage or back wall in case if there is no adjoining construction. In all cases otherwise the ownership of common walls will be shared by adjoining owner if any on 50:50 basis.
- That the VENDEE shall be liable to pay the House Tax, Water Tax, Sewer Tax and any other government taxes proportionately for the unit/Office/commercial space transferred with effect from the date of execution of sale deed, by the VENDOR to the VENDEE.
- The VENDEE shall use the Unit for the purpose of Commercial activity only.
- In order to avoid lawlessness and inconvenience to the visitors/customers within the Shivam Centre Point the VENDEE shall always take preventive measures against antisocial elements, trespassers within the complex or within the unit transferred, and shall not allow or permit the gathering of such elements. The vendee/occupier in its behalf shall always keep indemnify the society or the Developer Company from any illegal action, litigation or criminal proceedings which may be initiated by such elements visiting his/her/their unit.
- The VENDEE shall within 15 days intimate to the society/company in writing under his own signature of change in his residential or postal address failing which the society/company shall not be held responsible for any loss of correspondence etc.
- In case there are joint VENDEE(S), all communication shall be send by the SOCIETY to the first named VENDEE, at the address given by him for mailing and which shall for all purposes be considered as served on the VENDEE(S) and no separate communication shall be necessary to the other named VENDEE(S).
- That any notice, letter, communication sent by society/company to the VENDEE at the last known address, sent by pre paid registered post / speed post, shall be deemed to have been received by the addressee on the expiry of one week from the date of dispatch irrespective of the fact whether or not the same has been received by the addressee.
- Except for the specific built-up areas herein transferred and the necessary easementary rights pertaining thereto, all the common area facilities and the residuary rights in the proposed building shall continue to vest in the Developer Company till such time as the same or a part thereof is transferred, sold or is otherwise transferred to any particular Buyer and / or to the

SOCIETY. The Buyer hereby agrees that in case after the completion of the building, further construction on the plot or the Building becomes permissible the Developer Company shall have the sole rights to raise such further construction, which shall belong to the Developer Company notwithstanding the designation and allotment of any common areas or as limited common areas or otherwise. It is agreed that in such a situation the proportionate share of the VENDEE in the common areas and facilities shall stand varied accordingly. The proportionate share however shall not include newly earned additional F.S.I. above rooftop floor available to the Developer Company in future.

- The Vendee shall not have any individual claim, right, title or interest of any nature of kind whatsoever except right of ingress/egress over or in respect of land, open space and all or any of the common areas such as lobbies, staircases, lift and corridors etc. Which shall stand vested in SOCIETY for the purpose of its maintenance and upkeep.
- Common display spaces and Terrace rights are exclusively reserved for the Developer Company, who shall have exclusive rights as owner there of and shall have rights to use or deal by way of sale/transfer/lease/mortgage etc. As the case may be and permissible under law.
- The VENDEE has duly inspected and examined the unit for the purpose of verifying workmanship, material used and the fitting and fixture used within the unit as well as in the entire Shivam Centre Point and open spaces within the compound before taking possession. All the defects or discrepancies if any pointed out by the vendee are duly removed and acknowledged thereof the Vendee has issued/shall issue his/her/their due diligence certificate/inspection note in this regard to the VENDOR.
- That the VENDEE shall not make any excavation upon any part of the property hereby transferred nor shall remove any atone, sand, gravel, clay, or earth there from.
- Further Sale of the Unit by the Vendee shall be subject to prior written no dues certificate from the society subject to payment of membership charges which may be determined by the society. It will be the responsibility of the transerrer to obtain requisite sanction for the transfer as also to comply with the provisions of any applicable laws of the Government of India/Agra Development Authority.
- That transfer of the VENDEE'S interest in the unit transferred shall always be bound by the terms and conditions of these presents.
- Singular shall means and include plural and masculine gender shall means and include the feminine gender wherever applicable.
- The VENDEE will follow the rules & regulations of Shivam Centre Point Maintenance Society.
- The Vendee can install his/her/its own air conditioner as per his requirement but he/she had to ensure that outdoor unit shall be kept at the location marked by the Developer Company/Society and all draw its pipeline and cable in such as manner that it will not cause any effect to the structure/ elevation/facia of the building and other units of the Shivam Centre Point and he/she will ensure to repair the damage made by him/her while installing AC's and in case he/she fails to do so it will be repaired by the Society on the Vendee's cost.

OBLIGATIONS OF THE VENDEE

1. ELECTRIFICATION :

The VENDEE shall obtain on its own electric connection from the authorities concerned in its own name and shall pay electrical consumption charges including security deposit etc. accordingly.

2. TELEPHONE:

The Unit holder shall have telephone/internal/cable network in its own name from the concern Authority and shall pay the usage charges including security deposit etc. accordingly.

3. CORRIDORS, DRIVE WAYS & PARKING:

The VENDEE shall not be allowed to encroach upon the corridors, open courtyards, common passage, stairs cases, drive ways, parking etc. Any such encroachment shall be liable to be removed at the cost and expense of the VENDEE.

- a) The VENDEE cannot put any of his display materials in the corridors such as mannequins or any kind of display cards for publicities.

- b) The VENDEE shall not be allowed to use the corridors for parking storages of materials etc.
- c) The VENDEE shall not be allowed to paint any kind of message, publicity & advertisement on the walls in the corridors other then the space prescribed in the frontage of the Unit.
- d) Driveways shall remain always unobstructed and without storage of material.
- e) Parking norms and its rules and regulation shall be framed by the society, which shall always be binding upon unit holders or persons claiming under it.
- f) Apart from the powers stated above the society shall always be deemed to be authorized by the Vendee or persons claiming to it to remove any goods stacked, stored or haphazardly placed within the corridors, common passages, stair cases open spaces etc. within the premises or the compound of the Shivam Centre Point. The society shall also be entitled to prevent the parking of H.C.V. (Heavy Commercial Vehicle) and L.C.V. Light Commercial Vehicle) or any other vehicle whether power driven or non power driven within the compound of Shivam Centre Point except for the period of loading or unloading goods or the merchandise. The parking of such vehicle shall be permissible and confine only to the place earmarked by the society within the compound as per rules and conditions which may be formed by the society.

4. LIFT :

- a) The usage of the lift shall be exclusively for individuals.
- b) The VENDEE shall not be allowed to use the lift for the carriage of the material and products of the vendee, which will be permissible through the stair cases.

5. FACADE :

No addition, alteration or modification of the facade shall be allowed. Further the neon/flow sign/sign board will be of specific size prescribed by the Developer Company and will be architecturally controlled. The same will be installed at a place (s) to be specifically earmarked by the Developer Company and at no other place.

- 6. The vendee shall not use, keep, and store any inflammable or explosive material in the Unit, which may endanger the life of property in the entire building or in the surrounding of Unit transferred. This includes prohibition of installing any furnace, bhatti or welding Units etc.
- 7. Garbage disposal: The vendee has the liability to keep the premises clean and the entire disposal and the garbage coming out of the unit transferred shall be disposed off in the manner prescribed by the Society.

8. RESTRICTIONS ON BUSINESS

That VENDEE hereby covenants with the VENDOR and agrees to use the unit transferred for permitted/lawful purposes only and not to carry on or permit to be carried on in the unit transferred or in any part thereof, any activities which shall be or is likely to be in contravention of the statutory bye-laws, rules and regulations, or unlawful, obnoxious or of nuisance, annoyance or disturbance to other occupants of the building or store any goods of hazardous or combustible nature or which are so heavy as to affect the construction or the structure of the said building or any part thereof.

Besides the VENDEE shall not be allowed to undertake any of the following business activities within the Unit.

Butcher Office, Vending of country liquor, bhang, ganja.

Fire Crackers, Printing Press or any other activity, which may be hazardous to the life and property of the general customer or other occupier of the COMPLEX.....and which falls within the definition of factory of industrial purposes, Also that the VENDEE shall not setup any business involving manufacturing process within the Unit, which require installation of machines or the nature of workshop for example automobile work shop, Lathe machine, shoe factory or activities of like nature.

- 9. That in case the unit transferred is not used and occupied by the VENDEE, it shall ensure that all obligations, liabilities and responsibilities devolved upon it under this sale deed, shall be made legally biding on the occupier on his behalf as part and parcel of the terms and conditions of its agreement with the Occupier, even in case of vacancy, the VENDEE shall be liable to discharge all the liabilities and duties under this sale deed.

10. DAMAGE TO THE PROPERTY:

The VENDEE shall be liable to maintain the property hereby transferred in sound and fit condition and shall not damage its flooring, ceiling, walls, columns in any manner, which may or likely to cause damage to the adjoining Units. The VENDEE shall be liable to pay all the damages, which he has done to the property of the COMPLEX....., or the property of any other co vendee due to his negligence or purpose by way of compensatory fine as decided by the SOCIETY.

11. That if the demised Premises suffers any irreparable damage due to fire or natural calamities, the VENDEE at its own cost shall be entitled to restore the damaged unit to the original condition subject to the municipal bye-laws and rules.

12. LOGO:

The sign board of COMPLEX..... including glow sign shall always remain under the name and style of COMPLEX Point which shall always be maintained till its existence and shall always remain unalterable.

The vendee/Vendee undertakes to abide by and comply with all laws, rules and regulations applicable to the said Unit/shop/commercial space.

SCHEDULE-3

Terms and Conditions of Shivam Centre Point Maintenance Society

For the purpose of maintenance and upkeep of common areas & common spaces in Shivam Centre Point and running, repair & upkeep of equipments installed in general utility areas in COMPLEX.....and to provide services such as maintenance, security & parking management to the unit holders and the visitors/customers of the COMPLEX the Developer Company along with the unit holders had formed/shall form COMPLEX.....Maintenance Society which will carry out the following works and collect maintenance contribution in proportion of the Area of the unit transferred to the Vendee and recurring expenses incurred in the services rendered.

- 1. RIGHT AND OBLIGATION OF THE SOCIETY:** - It shall be responsible for the maintenance and upkeep of common facilities, equipments and common areas from the general pool of funds contributed by the members of the Society and it may decide it's own agenda apart from functions and duties assigned herein under:
 - (a) Cleaning, Sweeping, Maintenance & upkeep of common spaces such as corridors, stairs cases, lobbies, courtyard, common toilets, drive ways, parking, boundaries etc. but it shall not extend to the units transferred to the Vendee.
 - (b) Maintenance upkeep and operation of all the electrical infrastructure which includes electric supply system such as cables, electrical panels, switch boards, transformers, bus wires, lights including tube lights bulbs, fans installed in common facilities areas like corridors, stairs cases toilets courtyard, parking, drive ways, boundaries etc.
 - (c) The SOCIETY shall have an electric connection in its own name for the purpose of electric supply to common areas and common facilities and the consumption charges thereof shall be payable by the members proportionately.
 - (d) It shall be responsible for water supply management and equipment maintenance including submersible pumps, overhead tank system, and water supply pipes and hydrants.
 - (e) It shall also be responsible for the preservation and upkeep of the fire fighting system and equipments as well as Management of the Fire Fighting System.
 - (f) SOCIETY shall be responsible for upkeep and maintenance of the exterior/interior work of all common areas within of COMPLEX..... including repairs, whitewash, paint etc. Except the Office Unit transferred to the VENDEE.
 - (g) The running, maintenance, electric consumption preservation and upkeep of the lift shall also be the responsibility of the SOCIETY.
 - (h) It shall be responsible for providing security service for the common areas and spaces alone in the COMPLEX for which it may hire professional agencies or it may hire its own guards. Unit holder for individual security shall arrange their own security at their expenses.
 - (i) It shall be responsible to keep the building and common equipments in the COMPLEX.....insured. (However the Vendee or any other person claiming under it shall be solely responsible for insuring the contents within the unit transferred at his/her own cost, risk & responsibility.)

- (j) Operation/maintenance and security of car parking spaces of the COMPLEX and collection of parking charges, which shall be chargeable from the visitors/customers and unit holders.
- (k) The society shall also engage and maintain permanent/temporary staff for repair, maintenance, operation and upkeep of above mentioned functions, which shall be confined to common areas and common service facilities areas. It shall not extend to the units transferred to the Vendee.
- (l) The SOCIETY shall arrange for the Annual Maintenance of the Lift, Fire fighting system and of any other equipment of common facilities as it may deemed necessary.
- (m) The SOCIETY shall maintain a Sinking Fund known as Capital Replacement Fund to which each VENDEE shall contribute in proportion to its floor area, for the future repair, replacement of various equipments of common facilities and repair/betterment of common areas and spaces such as corridors, drive ways, courtyards, staircases, lift lobbies, toilets, parking, building elevation etc.
- (n) Collection of operation/maintenance contribution and all other charges/taxes etc. by whatever name called levied/livable by Municipal Corporation or local authority or any other authority in respect of the COMPLEX, which shall not include the taxes, duties/levies chargeable upon individual unit.

(o) COLLECTION OF MAINTENANCE CONTRIBUTION

COMPLEX..... Maintenance Society shall maintain proper books of accounts of expense incurred, costs tendered and receipts and shall collect contribution from the Vendee on monthly basis. The contribution would be divided in two parts:

- (i) Common area maintenance contribution.
- (ii) Contribution towards capital replacement fund.

The society will make an annual budget and fix common area maintenance contribution based on areas of the unit transferred to the Vendee.

Besides above mentioned functions and duties the society shall be entitled to from its own rules and regulation as required from time to time for the smooth management of the Shivam Centre Point.

2. DEFINITION OF MAINTENANCE CONTRIBUTION

For the above mentioned functions, duties, responsibilities and operations, pertaining to common facilities, areas, spaces & equipments the society will incur all the costs defined herein below:

- (i) Cost of electrical consumption incurred for running and operation of equipment and electrical installations in common facilities areas and spaces, to the state electricity board/Power supplier company on monthly basis.
- (ii) Cost of Annual Maintenance contracts granted for maintenance and upkeep of lift, fire fighting system & other equipments of common usage.
- (iii) Cost incurred in hiring security personnel of common areas and spaces only.
- (iv) Cost of material and labor incurred for repairs, paints, whitewash etc.
- (v) Cost of consumables such as toiletries, lightening, spares, fuels etc.
- (vi) Miscellaneous Overheads, general expenses including expenses incurred in social obligations.
- (vii) Contribution towards capital replacement fund.

3. CONDUCT OF BUSINESS AND GOVERNANCE OF THE SOCIETY

The Society shall conduct its operations and shall govern itself by the rules, regulations and bye-laws as prescribed under Society Registration Act, 1860 being incorporated therein.

- 4. The SOCIETY can maintain the COMPLEX.....either on its own or assign the maintenance on contract basis to some maintenance agency. The vendee shall be liable to contribute such maintenance charges as may be fixed by the SOCIETY from time to time.

5. In case if any of the VENDEE/OCCUPIER does not pay the maintenance charges for more than 3(three) months then the VENDEE/OCCUPIER shall be denied all the common facilities until all the dues has not been cleared by the VENDEE, if such situation further subsists for more than one years, the SOCIETY formed by member VENDEE shall have al Authority to seal the premises for carrying on the business.
6. Delegation of Power :- The Vendee/occupier on its behalf by this document shall always deemed to have delegated his/her power by way of attorney to the society or the Developer Company to file suit, proceedings against any person or group of persons who disturb the peace and tranquility of the COMPLEX.....and shall always be deemed to authorized by the vendee or person claiming through it to take legal action against the violators of rules and regulations within the COMPLEX....., trespassers, rioters, loiters, hooligans, unwanted antisocial elements, eve teasers causing inconvenience to the visiting customers, visitors, unit holders or their staffs including maintenance staff of the COMPLEX..... The society for the aforesaid purpose shall always be having the power of representation on behalf of the unit holders to represent for government or statutory legal authorities in other words shall be deemed to be power of attorney holder for the aforesaid purpose only.
7. COMPLEX..... Maintenance Society/Developer Company shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the unit transferred/said Building including those or due to electrical devices installed in the unit transferred. The hazards as aforesaid originating from the unit transferred/said Building shall not impose any kind of legal or financial liability on COMPLEX.....Maintenance Society/Developer

Company and the Vendee(s)/Lessee(s)/Licensee(s) agrees to keep the COMPLEX.....Maintenance Society indemnified and harmless against any loss or damage that may be caused to the COMPLEX..... Maintenance Society in this regard. The Vendee(s)/Lessee/ Licensee shall ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the unit transferred or externally, shall not pose any fire, electrical, pollution and health hazard for which the Vendee(s)/Lessee/Licensee alone shall be responsible for all legal and financial consequences arising there from.

8. That the Vendee(s)/Lessee/Licensee shall always maintain the Interest free Maintenance Security Deposit equivalent to two months operation and maintenance charges as per the then existing rates.
9. The Vendee/Lessee/Licensee shall allow access within the unit to the Society or its Representatives for carrying out inspection, repair, maintenance etc. Even if the problem does not pertain to the unit transferred.
10. That the Vendee/Lessee/Licensee shall not do or cause to do any such act, deed or thing which may result in misuse or overawing of services providing by the Society.
11. That the Vendee/Lessee/Licensee shall have no reservation or objection to any installation of kiosks on temporary basis and/or other promotional activities and events being organized by the COMPLEX.....Maintenance Society for the purpose of promotion of the COMPLEX.....
12. That the Vendee/Lessee/Licensee shall strictly adhere to all Government laws and Bye Laws and rules & regulations formed by the Society.
13. That in the event unit transferred is leased out or remain unused or vacant, the Vendee or the recorded owner of the unit transferred as per the records of the Developer Company shall indemnify and hold harmless COMPLEX.....Maintenance Society towards delay and/or default on part of the Lessee/Licensee to pay the Operation/Maintenance charges and other dues the amount(s) due shall be paid by the Vendee.

COMPLEX..... Maintenance Society shall be entitled to the promotional displays in the common areas of this building Vendee/Lessee/Licensee shall not object to the same.

That all the expenditure of stamp duty and registration fees & Service Tax shall be born and paid by the 1st Party M/s S.D.SONS. Private Limited

In witness thereof parties to this deed put their seal and signature of thisth day of August 2022 Drafted by PURUSHOTTAM SINGH NISHAD ADVOCATE Sadar Tehsil, Agra.

DECLARATION

It is declared that the areas mentioned in this deed and in attached sits plan annexed with this deed are the same and we have mentioned in this deed all the facts and circumstances honestly and truly which can effect on the stamp duty as per section 27(1) of stamp Act according to the order of Inspector general of Registration.

VENDOR

VENDEE