

Sale Deed

1. Type of Land – **Commercial**
2. Ward & Tehsil –
3. Place & District – **Agra**
4. Circle Rate- Rs.-/Per Sq. Mt. (Rs.-/× 300)
5. Property Details- **Shop**..... **No.** **on****Floor**
6. Unit of Measurement– **Sqmt.**
7. Road-
8. Other Details – **Nil**
9. Type of Property – **Shop/Office/Store**
10. Related of Coperative Society – **No**
11. Transaction Value- **Rs.**/-
12. Government Value- **Rs.**/-

Number of First Party (1)

Number of Second Party (1)

Details of Vendor

Details of Vendee

Name-

S/o

Name-

PAN No.-

S/o-

PAN

through its Authorized Signatory

Permanent Address-

Shri

.....

S/o-

Occupation-

Permanent Address-,

.....

Occupation-

Value of the **Shop** as per sale deed : Rs./-

Value of the **Shop** as per circle rate : Rs./-

Stamp Paid : Rs./-

Circle Rate Commercial Construction : Rs.-/Per Sq. Mt.
(Rs./-)

Place :,

Ward, Tehsil & Distt. Agra

As per the rate list issued, rate Page No.

THIS SALE DEED is made and executed at Agra on this _____ day of _____ 20__.

By

**Shri Ravi Kumar Agarwal, s/o Shri Bhagwan Agarwal, r/o C-10 Nirbhay Nagar ,
Agra, (Proprietor of firm Agarwal Associates) - hereinafter referred to as the
“VENDOR” of the First Part;**

IN FAVOUR OF

.....
(hereinafter referred to as the “VENDEE”) of the Second Part;

The expression of terms VENDOR and VENDEE, wherever they occur in the body of this Sale Deed shall mean and include their respective legal heirs, successors, legal representatives, nominees, assignees, executors, authorized agents, and administrators, etc unless and until it is repugnant to the context or meaning thereof.

WHEREAS:

The Vendor is the absolute owner in uninterrupted , peaceful , and undisputed ownership use, and possession of the property commonly and popularly known as “Bharat Talkies” situated at 29/3 Raja Mandi Agra. That the property was earlier being used as a running cinema theatre with the vendor Ravi Kumar Agarwal being the owner and licensee of the same and as such is a publicly well known property. That the vendor got fresh plans sanctioned for a commercial complex , by the Agra Development Authority and after obtaining various other required sanctions and clearances, the VENDOR, after demolishing the existing building of the said cinema theatre called Bharat Talkies, got constructed a new building with shops and other units of commercial nature. The First Party VENDOR has absolute Right. Power, and Authority to sell and dispose off any shops/unit of the building so constructed which is hereinafter referred to as the ‘complex’.

The VENDOR has agreed to sell to the VENDEE, the commercial Shop/Office/Store bearing No. on admeasuring sq. ft. (..... sq.mtrs) carpet area on Floor (“Said Shop/Office/Store”) in the said Complex.

The VENDEE after having fully satisfied himself with the terms and conditions of the AUTHORITY related to allotment of the said shop/office/store, has agreed to purchase the Commercial **Shop/Office/Store** for consideration and terms stipulated in this SALE DEED and on the specific assurance and satisfaction that the VENDOR is fully competent to sell the said Shop to the VENDEE in the said Complex;

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:

1 That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration for a sum of Rs./- (**Rupees**), already paid by the VENDEE to the VENDOR, the receipt whereof the VENDOR do hereby admit and acknowledge, the VENDOR do hereby sell, transfer, convey and assign unto the VENDEE, the Commercial **Shop/Office/Store** bearing number on **Floor** admeasuringsq. ft. (..... sq. mtrs) carpet area on the Floor situated in the said Complex named tentatively as Bharat Talkies Arcade, delineated on the plans thereof annexed hereto as Annexure A and thereon shown surrounded by red coloured boundary line, in the said Bharat Talkies Arcade , which is more particularly described in the SCHEDULE and hereinafter referred to as the ‘Said Shop’..... along with proportionate rights in the common areas and facilities including all ways, paths, passages, easements, and appurtenances whatsoever to the Said Shop..... to Have, Hold and Enjoy the same unto the Vendee, absolutely and forever;

2(a) The VENDOR hereby confirms and acknowledges the receipt of the total sale consideration in respect of the Said Shop..... paid by the VENDEE to the VENDOR and

that there is nothing due from the VENDEE towards the sale consideration in respect of the Said **Shop.....** and the VENDOR do hereby acquit, release and discharge the VENDEE in respect of the same;

(b) That the said consideration amount is inclusive of charges levied against the said Complex as on the date of execution of this SALE DEED. However, as a consequence of Government, Statutory or Local Authorities enhancing the charges already levied or levying any additional charges in respect of services, facilities, infrastructure, provided or to be provided then the enhanced or fresh levies shall be payable additionally by the VENDEE proportionate to the area of the Said **Shop.....**

3. It is made clear and agreed by the VENDEE that it is only the carpet area of the Said **Shop.....** to which the VENDEE shall have the exclusive right and this conveyance does not confer any exclusive title or interests on common areas to the VENDEE;

4 That vacant and physical possession of the Said **Shop.....** has already been handed over by the VENDOR to the VENDEE herein, and the VENDEE acknowledges having taken over the possession of the same to the VENDEE's entire satisfaction after due inspection and the VENDEE agrees that the VENDEE shall have no claim whatsoever against the VENDOR with regard to any defects, insufficiency, or deficiency in construction, quality of materials used or on account of any delays, etc.;

5 That except for the Said **Shop.....** herein agreed to be sold and the necessary easementary rights pertaining thereto, all the residuary rights in the said SCHEME shall continue to vest in the VENDOR till such time as the same are not transferred/ handed over to the Association of the **Shop.....** owners constituted under the relevant laws/ regulations;

6(a) That the VENDEE agrees to abide by all Laws, Bye-laws, Rules and Regulations of the Central/ State Government, the Authority and/ or the Local Bodies governing or relating to the Said Shop / Complex, and shall be responsible/ liable for all defaults, violations or breaches of any of the conditions of approvals and/ or rules and regulations as may be applicable. The VENDEE also agrees to abide by the terms of the UP Urban Planning and Development Act, 1973, as amended from time to time.

6(b) That the VENDEE shall not use the Said **Shop.....** or permit the same to be used for purposes other than commercial, or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other **shops/flats in the said Complex** or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the Said **Shop.....** which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use;

Without prejudice to the generality of the above provision, the Vendee shall not under any circumstances whatsoever use the property conveyed hereby or cause to be used or permit it to be used for any business related to liquor or alcoholic drinks, or any business of raw unpacked meat. He shall not keep any heavy machinery etc. which may or have the potential to damage the building. The Vendee shall also not obstruct or cause to be obstructed or permit to be obstructed any passage or way or common area, either with merchandise or in any other way. . The Vendor shall have the right to prevent violation of all the aforesaid provisions by any remedy available to him including but not restricted to

injunction or other proceeding of a competent court , police complaint, or any other remedy available under law.

6(c) That the VENDEE shall keep the Said **Shop.....** in good repair at all times and shall not make any additions/ alterations in the Said **Shop.....** without permission from the VENDOR and/ or concerned authorities nor shall demolish any walls including load bearing walls, or cause damage to or nuisance in the Said **Shop.....** in any manner as may affect the safety of the structure of the buildings or of any installations. The VENDEE shall be solely liable for all consequences including any losses, injuries, damages as may be caused on account of any breaches;

6(d) That the VENDEE shall not put up any name plate, sign board, neon sign, publicity or advertisement material etc. in the common areas and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows, etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics; The Vendee may fix a signage on the space above the **Shop.....**, as earmarked by the Vendor for the said purpose. If any Government/ Local Body impose any tax on the aforementioned signage, the same shall be borne by the Vendee himself. The Vendee shall also not display or exhibit any picture, poster or other articles which are repugnant to the morals or are indecent and immoral.

6(e) The Vendee shall pay the applicable taxes and levies including property taxes, for carrying out its business from the said **Shop.....** and shall obtain all applicable licenses and permits with respect thereto at its own costs and expenses.

7. The VENDEE shall not have a right for claiming the partition by metes and bounds of the said Property in any manner and shall not do any act which would jeopardise the safety or soundness of the property or reduce the value thereof.

8(a) That the VENDOR and/ or its nominee Maintenance Agency shall look after the maintenance and upkeep of the common areas and facilities in the Complex and the VENDEE hereby agrees to pay maintenance charges, interest free security deposit, contribution towards sinking/ replacement fund as may be demanded by the VENDOR or the Maintenance Agency on a timely basis. The VENDOR or the Maintenance Agency shall be entitled to withdraw itself from maintenance activities on notice to **Shop.....** owners in the said SCHEME and to hand over the same to any Authority or a Body/ Association of the **Shop.....** owners in terms of the applicable laws;

(b) That the VENDEE shall be under obligation bound to execute a separate Maintenance Agreement with the VENDOR and / or the Maintenance Agency, if not already executed, with regard to terms and conditions of maintenance of the Complex known as “.....**Project Name.....**”, and shall be bound by the rules & regulations of the Maintenance Agency. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of various services and facilities in the said Complex and the charges payable by the VENDEE in respect thereof;

(c) That the VENDEE shall permit the representatives of the VENDOR and/ or of the Maintenance Agency from time to time and at all reasonable times to enter into/ upon the Said **Shop.....** in order to inspect the same and carry out their responsibility.

(d) That the VENDEE before transferring his interest in the Said **Shop.....** shall obtain a no dues certificates from the Maintenance Agency/ Vendor. The transferees of the

VENDEE'S interest in the Said **Shop.....** shall always be bound by the provisions of the Maintenance Agreement and other terms and conditions as stipulated by the VENDOR;

(e) That to safeguard the interest of the owners/ occupants of **Shop, and/or for the safety and security and good order of the complex** entry of outsiders to the building complex may , at their sole discretion, be regulated by the Vendor/Maintenance Agency by engaging certain security personnel. The provision of such security services would not create any liability of any kind upon the VENDOR/ Maintenance Agency for any thefts, mishap resulting at the hands of any miscreants;

(f) That the VENDOR and/ or the Maintenance Agency shall have the right to insure and keep insured the structure of the building against such risks as the VENDOR and/ or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the VENDEE in proportion to the area of the Said **Shop.....** The contents, fixtures and fittings installed in the Said **Shop.....** shall, however, be insured by the VENDEE at his own cost;

9 That the VENDOR hereby assures the VENDEE that they have absolute title with all rights, full powers and absolute authority to sell, convey, transfer, assign and assure the Said **Shop.....** hereby sold, conveyed, transferred, assigned and assured unto the VENDEE absolutely and that the Said **Shop.....** is free from all encumbrances, charges, liens etc. The VENDEE has also satisfied itself with regard to the above and shall not make any further requisition or objection whatsoever. That the VENDOR shall indemnify and keep indemnified the VENDEE from and against all demands, claim, losses that may be suffered by the VENDEE arising on account of any defect in the title of the VENDOR to the Said **Shop.....**;

10 That the VENDEE shall be liable to pay property tax and all other rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the Said **Shop.....** irrespective of the fact that the VENDEE has not been enjoying the benefit of the Said **Shop.....** Till the Said **Shop.....** is individually assessed to property tax or any other charges as aforesaid by the authorities, the VENDEE shall be liable to pay to the VENDOR on demand, such taxes/charges whether levied now or in future on the buildings of the said SCHEME, proportionate to the area of the Said **Shop.....**;

11 That the VENDEE shall be entitled to get the Said **Shop.....** transferred and mutated in its own name as owner in the revenue records or of any other concerned authority on the basis of this SALE DEED or its true copy without any further act or consent of the VENDOR at his own cost and expenses.

12. If the VENDEE transfers the Said **Shop.....** to a third party then the transferee shall be bound by the terms and conditions of this SALE DEED;

13 That if any of the provisions of this SALE DEED shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this SALE DEED and to the extent necessary to conform to applicable law and the remaining provisions of this SALE DEED shall remain valid and enforceable to the fullest extent permitted by applicable law;

14 That all costs of stamp duty, registration fee and other miscellaneous/ incidental expenses on the execution and registration of this SALE DEED have been borne and paid solely by the VENDEE;

15 That after execution of this Sale Deed, no disputes, claims or differences relating to the registration, booking and allotment including but not limited to the area, location, development and in all such matters as are instruments to these and are likely to effect the mutual rights, interest, privileges and claim of the VENDOR, would be entertained. In the event of any dispute, still arising with regard to the terms and conditions of this Sale Deed the same shall be referred to the sole arbitration of the VENDOR under the provisions of Arbitration & Conciliation Act, 1996 including any statutory modification/amendment thereof. The proceedings shall be conducted in English language and the venue of arbitration shall be Agra. The award of the arbitrator shall be final and binding on both the Parties. The Courts of Agra alone shall have the jurisdiction in all matters arising out of this Sale Deed.

(SCHEDULE OF THE SAID SHOP)

The Commercial **Shop**..... bearing No. on**Floor in storey building** admeasuring sq. ft.(..... sq. meters) carpet area. Showing the attached map. situated on Floor in the said commercial Complex known as Bharat Talkies Arcade, Agra along-with proportionate, undivided, impartible share and interest in the land underneath the building in which the said **Shop**..... is located and in the common areas and facilities provided in the building / Complex.

Bounded as under:

East :
West :
North :
South :

That as per circle rate Commercial Construction Rs./-Per Sq. Meter total value of Rs./- the stamp duty payable Rs./-being paid on the sales deed.

IN WITNESS WHEREOF the Parties have executed this Sale Deed at the place, day, month and year as first above written in the presence of the following witnesses at Agra on this _____ day of _____ 20____ Drafted by _____ & Typed By _____

For

(_____
VENDOR

(_____
VENDEE(s)

Witnesses:

1.

2.