

1. Classification of Land: **Residential.**
2. Pargana/Ward: **Hari Parwat Ward of Agra.**
3. Mohalla/village: **'Ram Raghu Ananda' Apartments, Village Babarpur, Hari Parwat Ward of Agra.**
4. Details of Property: **Residential Flat bearing No. ____ situated at ____ Floor in Block-__ with impartial share in land underneath of the entire project.**
5. Unit of measurements: **Square meters.**
6. Area of Property:
7. Status of Road (according to valuation list): **"From Bypass Kamayani Hospital through Nirav Nikunj Colony to Babarpur Primary School".**
8. Other details (9 meters wide road/corner, others):-
 - 1) Park Facing: **Not applicable.**
 - 2) Double Road/Corner: **Not applicable.**
9. Classification of property: **Residential flat.**
10. Total area of property (in case of multi-storied building): **Not applicable.**
11. Total covered area:
12. Status: **Residential Flat.**
13. Valuation of trees: **Not applicable**
14. Boring/well/others: **Not applicable**
15. Covered area:
16. Area of total land of project: **9957**
17. Total constructed area of the project: **22833.32**
18. Impartible land area of said flat:
19. Year of construction:
20. Is belonging to Co-operative Housing Society: **No**
21. Consideration: Rupees
22. Boundaries of flat:

East:	Common Corridor and Entrance to this Unit.
West:	Open to Sky
North:	Open to Sky
South:	Flat Number

Number of First Party: **One.**

Details of Seller:

1. Name: **Messers Ram Raghu Buildwell** (A partnership firm duly constituted and registered under the provisions of Indian Partnership Act, 1932) having its registered office at Suresh Plaza, Raghu Nath Nagar, M. G. Road, Hari Parwat Ward, Agra through its authorized partner and signatory **Shri Manish Bansal son of Late Shri Suresh Nath Bansal resident of 601, 602, Hill House Apartments, Raghu Nath Nagar, M. G. Road, Hari Parwat Ward, Agra; Profession: Business.**

Number of Second Party: **Two.**

Details of Purchasers:

1. Name: _____ wife of Shri _____ as resident of _____ Agra, Uttar Pradesh; Profession: _____.

Stamp duty paid according to the provisions of Section 2(10) read with Article 23(a) of Schedule 1B of Stamp Act 1899, as applicable in Uttar Pradesh.

- **Sale deed for Rupees: (_____) only.**
- **A residential Flat bearing Flat number _____ situated at _____ Floor in Block-_____, Ram Raghu Ananda' Apartments, Village Babarpur, Hari Parwat Ward of Agra with impartial share in freehold land underneath, more particularly delineated with color RED in the plan annexed hereto and surrounded with other flats and other buildings within the radius of 50 meters & bounded as above.**

- Details of area: -
 1. Total covered area of flat: Sq. Mts.
 2. Common share of land: Sq. Mts.
 3. Total freehold land area: 9957 Sq. Mts.
 4. Total super built up area: 22833.32 Sq. Mts.
- Collector of Agra on 18/12/2015 for the purpose of stamp duty according to the provisions of Rule 4(I) of U. P. Stamp Rules 1997 has declared Local rate for land, residential construction, super area and share in Impartial land as following:
 - ✧ Land: 30,000/= square meter.
 - ✧ Construction: 15,500/= square meter.

- Calculations for stamp duty:

Property	Area	Rate	Value	Total
Flat		15,500/=		
Impartial land		30,000/=		
+ Super area for flat	+ 10% of value of flat			
Total Valuation Rounded off				

- Stamp duty of Rupees /= has been paid upon this sale deed according to the provisions of Section 2[10] read with Section 27 & Article 23(a) of Schedule 1-B of Indian Stamp Act, 1899, as applicable in Uttar Pradesh, at the rate of 6% on 10,00,000/- of each Lady Purchaser's share and at the rate of 7% on remaining value of Rs. /-. Total Market Value of Rupees /= only for the purposes of stamp duty.

This DEED OF ABSOLUTE SALE made on this 6th day of March, 2017 at Agra and duly executed-

BY:

1. **Messers Ram Raghu Buildwell** (A partnership firm duly constituted and registered under the provisions of Indian Partnership Act, 1932) having its registered office at Suresh Plaza, Raghu Nath Nagar, M. G. Road, Hari Parwat Ward, Agra through its authorized partner and signatory **Shri Manish Bansal** son of Late Shri Suresh Nath Bansal resident of 601, 602, Hill House Apartments, Raghu Nath Nagar, M. G. Road, Hari Parwat Ward, Agra. {Hereinafter called as the **Seller**, which term shall include it's all partners, their all natural and legal heirs, successors in interest, legal representatives and assigns) - **Of the first part.**

INFAVOUR OF:

1. **Smt.** _____ wife of Shri _____ resident of _____ Agra, Uttar Pradesh (Hereinafter called as the Purchasers, which term shall and will always include his/herself, his/her all natural and legal heirs, successors in interest, legal representatives and assignees) - **Of the second part.**

WHEREAS the Seller of this deed is an absolute owner and in possession of aforesaid residential flat with freehold land underneath of the said residential multi storied flats known as '**Ram Raghu Ananda**' Apartments and having marketable and assignable title.

And whereas the land of the said project was purchased by the said Seller firm with its funds through its partners in their names, who have released their all claims in their said partnership firm. The said firm has raised said residential constructions according to the plan sanctioned by Agra Development Authority in the form of residential flats. The said Flat No. ____ of ____ Floor in Block-__ along with impartial share in freehold land is being sold and transferred by way of absolute sale.

AND WHEREAS the Seller is well empowered to sell and transfer the flat with common share in freehold land underneath in any manner whatsoever and no other person has any interest or claim therein, which may violate the right, title or interest of the Seller.

AND WHEREAS the freehold plot of land and all its constructions, as described above, neither belongs to Nazul nor to any Government Department nor declared as excess vacant land in any case of Urban land (Ceiling and Regulation) Act, 1976 of any person nor acquired nor any compensation has been made nor received by the Seller of this deed or any other person.

AND WHEREAS the Seller is neither restrained by any prohibitory order of any Court nor any Authority from alienating the aforesaid flat along with impartial land underneath till today.

AND WHEREAS the Seller firm decided to sell and dispose of the said residential said flat along with impartial share in freehold land underneath at the maximum price as available in the market. For the same he has made maximum efforts through many media and at last the Purchaser/s of this deed are paying a very handsome amount amongst all the other needy Purchasers of the market for residence of himself/herself/themselves and his/her/their family members, which is quite reasonable and accepted by the Seller of this deed with free will and without any influence. Hence the Seller of this deed is ready to sell and transfer the said flat with impartial share in land underneath to the Purchasers.

AND WHEREAS this sale is made with terms & conditions and rules as defined at the time booking of this deed, and the said terms and conditions are and shall remain an integral part of this deed. The Purchaser and his/her/their heirs, successors in interest, assignees shall be bound to follow always.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:-

1. That in pursuance of the offers and acceptances of both the parties to this deed and in lump sum consideration or to say Rupees _____ half of which is Rupees _____ only, the Seller hereby transfers, conveys, assigns, and sells absolutely and permanently the aforesaid residential Flat bearing No. _____ situated at _____ Floor in _____ along with his common share in freehold land underneath, which are properly defined in the annexed Nazri Map by color RED unto **Smt.** _____, the Purchaser/s of this deed, absolutely and permanently to use and hold and get all benefits together with all other rights and privileges and appurtenances held

and enjoyed as its absolute owner and in possession as he/she/they may deem and think proper, without any interruption or hindrance from any person including the Seller of this deed.

2. That the Seller has received the total/entire sale consideration before the execution of this sale deed from the Purchaser/s. Nothing remains to be received. The Seller hereby confirms and acknowledges the receipt of the total sale consideration in respect of the said Flat paid by Purchaser.
3. That the title and actual physical possession of the sold flat has been delivered by the Seller to the Purchaser/s at the time of execution of this sale deed by metes and bounds which are accepted as received by the Purchaser/s.
4. That by this sale deed the Purchaser/s is declared as absolute owner in possession of the aforesaid sold flat and proportionate common freehold land underneath. Consequently the Purchaser/s can further mortgage, sell, transfer, create lien, whatsoever as per his/her/their desire.
5. That except for the said Flat herein agreed to be sold and the necessary easementary rights pertaining thereto, all residuary rights in the said scheme shall continue to vest in the seller till such time as the same are not transferred to the Resident Welfare Association constituted under the relevant laws/regulations;
6. (A) That the Purchaser/s agree/s 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 Flat/Scheme, and shall be responsible/liable for all defaults, violations or breaches of any conditions of approvals and/or rules and regulations as may be applicable. The Purchaser/s also agree/s to abide by the terms of the UP Urban Planning and Development Act, 1973 as amended from time to time and/or UP Ownership of Flats Act, 1975 & UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and/or Real Estate (Regulation & Development) Act, 2016, including any statutory replacement, modification and/or amendment thereof;
- (B) That the Purchaser/s shall not use the said flat or permit the same to be used for any purpose other than residential, or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other flats or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said flat which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with use thereof or of space, passage or amenities available for common use;
- (C) That the Purchaser/s shall keep the said Flat in good repair at all time and shall not make any additions/alterations in said flat without permission from the seller firm and/or concerned authorities nor shall demolish any walls including load bearing walls, or cause damage to or nuisance in the said Flat in any manner as may affect the safety of the structure of the building or of any installations. The Purchaser/s shall be solely liable for all consequences including any losses, injuries, damages as may be caused on account of any breaches;
- (D) That the Purchaser/s shall not put-up any name plate, sign board, neon board, publicity or advertisement material etc. in the common areas and shall not change the color scheme of the outer walls or painting of the exterior side of doors and windows etc. or carry out any changes in exterior elevation or design with a view to maintain uniform aesthetics;
7. That the land under said scheme includes parcels earmarked for constructions of certain facilities like commercial space, reception club etc. and the building constructed/to be constructed thereon, the Purchaser/s shall not object the constructions of the same in any manner and shall have no claim/rights/titles to such parcels of the land in the said scheme and/or buildings thereon and these are not within the scope or purview of this sale deed.

8. That where an Resident Welfare Associations(RWA) of a Flat Owners exists on the date of transfer of the said flat, it will be obligatory for the Purchaser/s to become member of such association before execution of a Sale Deed in his favor. In case, where such association has not been formed on the date of execution of a Sale Deed, then it shall be obligatory for the Purchaser/s to become member of the Association within a period of 4(four) weeks on receipt of a written notice intimating him about formation of such Association.
9. That the Purchaser/s for himself/herself/themselves, his/her/their legal heirs, executors and administrators doth hereby covenant with the Seller/s and other co-owners of the other units in RAM RAGHU ANANDA that the Purchaser/s shall abide by the bye-laws of the said Resident Welfare Associations and shall pay his proportionate share of expenses towards maintenance charges for maintenance and up keep of the common facilities in the said premises/building in RAM RAGHU ANANDA. The Purchaser/s further agrees that as long as the Resident Welfare Association is not formed the purchaser/s shall pay his proportionate share of expenses towards maintenance charges to the agency providing the maintenance services for the maintenance and up keep of the common facilities in the said premises/complex.
10. The Purchaser/s shall not have rights for claiming the partition by metes and bounds of the said plot in any manner and shall not do any act which would jeopardize the safety or soundness of the property or reduce the value thereof.
11. (A) That the Seller and/or its nominee Maintenance Agency shall look after the maintenance and upkeep of the common areas and facilities in the complex and Purchaser/s hereby agrees to pay Maintenance Charges, interest free security deposit, contribution towards sinking/replacement fund as may be demanded by the Seller or the Maintenance Agency. The Seller or the Maintenance Agency shall be entitled to withdraw itself from maintenance activities on notice to flat owners in the said scheme and to hand over the same to any authority or a body/association of the flat owners in terms of the applicable laws.
- (B) That Purchaser/s shall be under obligation bound to execute a separate Maintenance Agreement with the Seller and/or Maintenance Agency, if not already executed, with regards to terms and conditions of the maintenance of the complex known as RAM RAGHU ANANDA, 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 scheme and charges payable by the vendee in respect thereof;
- (C) That the Purchaser/s shall permit the representatives of the Seller and/or of the Maintenance Agency from time to time and at all reasonable times to enter into/upon the said flat in order inspect the same and to carry out necessary repairs/replacement etc.;
- (D) That the Purchaser/s before transferring his/her/their interest in the said flat shall obtain a No Objection Certificate from the Maintenance Agency/Resident Welfare Association(RWA). The transferees of the Purchaser's interest in the said flat shall always be bound by the provisions of the maintenance agreement and other terms and conditions as stipulated by the Seller;
- (E) That to safeguard the interest of the owners /occupants of the flat in the said scheme, entry of the outsiders to the building complex may be regulated by the Maintenance Agency by engaging certain security personnel. The provisions of such security services would not create any liabilities of any kind upon the Seller/Maintenance Agency for any theft, mishap resulting at the hands of any miscreants;
- (F) That the Seller and/or the Maintenance Agency shall have the right to insure and keep insured the structure of the building against such risk as the Seller and/or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the Purchaser/s

in proportion to the area of the said flat. The contents, fixtures and fittings installed in the said flat shall, however, be got insured by the Purchaser/s at his own cost;

12. That the Seller hereby assures the Purchaser/s that it has absolute title with all rights, full powers and absolute authority to sell, convey, transfer and assign the said Flat hereby sold, conveyed, transferred and assigned unto the Purchaser/s absolutely and that the said flat is free from all encumbrances/charges/liens etc.; The Purchaser/s has/have also satisfied itself with regards to the above and shall not make any further requisition or objection whatsoever. That the Seller shall indemnify and keep indemnified the Purchaser/s from and against all demands/claim/losses that may be suffered by the Purchaser/s arising on account of any defect in the title of the Seller to the said Flat.
13. That the Purchaser/s shall be liable to pay Property Tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by Municipal or other Authorities whether levied now in future in respect of the said flat irrespective of the fact that the Purchaser/s has/have not been enjoying the benefit of the said flat, when the said flat is individually assessed to the Property Tax or any other charges as aforesaid by the authorities, the Purchaser/s shall be liable to pay to the Seller/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 Flat.
14. That the Purchaser/s shall be entitled to get the said Flat 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 Seller at his own cost and expenses. However, if the Purchaser/s transfer/s the said Flat to a third party then transferee shall be bound by the terms and conditions of this Sale Deed.
15. That all cost of stamp duty, registration fee and any other tax as may be imposed by any others department of the state, central or local bodies and other miscellaneous/incidental expenses on the execution and registration of this Sale Deed and pertaining to or arising upon this deed of sale, shall be borne and paid solely by the Purchaser/s.
16. That after execution of this Sale Deed, no dispute, claims or differences relating to registration, booking and allotment including but not limited to the area, location, development and in all such matters as are instrumental to these and are likely to affect the mutual rights, interests, privileges, and claims of the Seller, 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 arbitrators appointed by Seller firm under the provisions of Arbitration & Conciliation Act 1996 including any statutory modification/amendment thereof. The venue of arbitration shall be city Agra only.
17. That the right of the Purchaser/s to use the common facility services like open area maintenance, common area maintenance & maintenance charges of common services shall be subject to the payment of the maintenance charges as mentioned above and as decided by the Seller firm or Maintenance Agency appointed by the Society Flat holders. Should these maintenance charges be not paid regularly or in the form as decided by the Seller or Maintenance Agency, the Purchaser shall have no right to use common facilities or services in the other words this right be available only on regular payment of the charges. In case of default of payment of charges common facilities shall be discontinued by the Seller/Maintenance Agency without giving any Notice/Information to the Purchaser.
18. That it has been informed by the Seller to the Purchaser that the project RAM RAGHU ANANDA has more towers other than the one housing the apartment sold hereby, on which construction is yet to begin or are under construction and the purchasers have well understood this part. The Purchaser/s hereby, agree/s and undertake/s that he/she/they shall, after taking possession of the unit or before, has/have no right to nor shall object to the Seller company constructing or continuing to construct other building/s adjoining the said residential units.

19. That the Seller further represents that till date of execution of this sale deed, there are no demands or dues or arrears of any kind of Agra Corporation, Jal- Sansthan, Agra Development Authority or Electric Power Corporation etc. If they are ever found due, then they shall be paid by the Seller. Any further demand shall be paid by the Purchaser, which shall remain as a lien/charge on the sold flat. After delivery of possession and execution of this sale deed, the Purchaser/s is/are liable to pay all related taxes etc. to the concerning departments.
20. That the Seller hereby covenants and undertakes to make and execute such deeds, affidavits etc. whatever required by law, in favor of the Purchaser/s in furtherance of its perfection of the title and possession of the aforesaid sold flat and land underneath and placing them in possession of the same according to the true intent and meaning of this deed.
21. That should anything transpire contrary to the assurances, covenants and declarations given and made hereinbefore by the Seller, the Seller undertakes to indemnify against any claim or action in relation to the said sold flat and share of land hereby conveyed by any person whosoever claiming any rights, title or interest therein to the prejudice of the rights, title and interests of the Purchaser/s.
22. That this sale deed shall be in possession of the Purchaser/s and its Photostat Copy has been delivered to the Seller for the purpose of record and legal purposes.
23. That the partners of the Seller firm have appointed Shri Sanjay Kulshreshtha son of Shri M. L. Kulshreshtha resident of 21, Shankar Colony, Tehsil Road, Agra – 282010 as their special power of attorney with power of authentication through a deed of general power of attorney with authentication power executed on 06/04/2016 which has duly registered on 16/06/2016 as document No. 10 in volume No. 46 of book 6 at pages 353 to 364 at the Office of the Sub Registrar 1st of Agra, to present duly executed sale deeds etc. by the Seller for registration before the registration authority and to complete the proceeding of registration. The aforementioned power of attorney is still in force and the executants of the said power of attorney are alive.
24. That Permanent Account Numbers of Income tax of executants of this sale deed are as hereunder:

Ram Raghu Buildwell	A	A	J	F	R	4	3	0	2	D

25. That the details of payment of sale consideration are as under:

Cheque Number	Date	Amount	Bank
Total amount received Rs.			only.

IN WITNESS WHEREOF both the parties to this sale deed have put their respective signatures and left hand thumb impressions in due execution of this sale deed with their kind acceptances and with their free will and without any influence in the kind presence of the following witnesses who have also put their respective signatures in the presence of the executants of this deed at the same time on this ____th day of _____, 2017 at Agra. Drafted by Shri Raahul Kaushal son of Shri H. P. Kaushal, Document Writer, Sadar Tehsil Agra according to the instructions given by the both the parties to this deed with their satisfaction.

Signed and delivered by the Seller:	
<p>.....</p> <p>(Shri MANISH BANSAL as Authorized Representative and Signatory of Messers Ram Raghu Buildwell, Mobile # 9837094694)</p>	
Signed and received by the Purchaser-:	
<p>.....</p>	
<u>Witness-1:</u>	<u>Witness-2:</u>
Mobile:..... ; Signature	Mobile:..... ; Signature