

Jai Shri Dauji Maharaj
DESCRIPTION OF SALE DEED

- | | |
|---|--|
| 1. Type of Property | - Commercial Multistory Building |
| 2. Ward & Tehsil | - Hariparwat, Sadar Tehsil, Agra |
| 3. Place & District | - "SHANTI SQUARE" Nagla Padi, Dayalbagh Road, Agra |
| 4. Circle Rate Commercial construction Shop | - Rs. _____ per Sqmt.
As per the rate list issued, Praroop-3 Project is situated at format-3 segment. |
| 5. Property Details | - Shop Unit No. |
| 6. Unit of Measurement | - Sqmt. |
| 7. Area of Property | - |
| 8. Road | - Bhagwan Talkies to Dayalbagh |
| 9. Other Details | - NIL |
| 10. Type of Property | - Shop |
| 11. Covered Area | - |
| 12. Related to Cooperative Society | - No |
| 13. Transaction Value | - Rs. _____ TRANSACTION value according to D.M.Circle rate at the time of unit booking dated _____ Rs. _____ |
| 14. Government Value | - |
| 15. Boundaries: | |
| East | - |
| West | - |
| North | - |
| South | - |

Number of First Party (2)

Details of Vendor - M/s B. S. Bhandari & Associates at Property No. 37/206 (Khasra No. 189), Nagla Padi (Old New Agra Police Station), Agra a registered Partnership firm through its Partners Shri V. D. Bansal S/o Late Shri J. P. Bansal R/o 63, Defence Estate, Phase-1, Bundu Katra, Agra and Shri _____

Occupation - Business

PAN - AAMFB0284H

Number of Second Party

Details of Vendee -

Occupation -

PAN -

Value of Shop as per sale deed : Rs.

Market Value of the Shop as per circle rate : Rs.

Stamp Paid : Rs.

Circle Rate Commercial Construction Shop : Rs.

Place : "SHANTI SQUARE" Nagla Padi, Dayalbagh Road, Ward
Hariparwat Tehsil & Distt. Agra

This DEED OF SALE is made and executed on this ____ day of _____ 2016 between :-

M/s B. S. Bhandari & Associates at Property No. 37/206 (Khasra No. 189), Nagla Padi (Old New Agra Police Station) Agra a registered Partnership firm through its Partners Shri V. D. Bansal S/o Late Shri J. P. Bansal R/o 63, Defence Estate, Phase-1, Bundu Katra, Agra and Shri

hereinafter called the **VENDOR** which expression shall mean and include its administrators, successors in interest and assigns.

IN FAVOUR OF

hereinafter called the **VENDEE** which expression shall mean and include his heirs, representative in interest and assigns as under.

DESCRIPTION OF PROPERTY HEREBY SOLD:-

One Shop (Unit) No. ____ on _____ Floor Part of property Nagar Nigam No. 37/206 Measurement ____ Feet X ____ Feet having covered area of ____ Sq.Ft. or ____ Sq.Mtr. which is more fully described at the foot of this deed and marked by red colour in annexed map in five storied commercial building "SHANTI SQUARE" forming part of Khasra No. 189 at Mauza Nagla Padi, Dayalbagh Road, Ward Hariparwat Tehsil & Distt. Agra.

BOUNDED AS UNDER:-

East -
West -
North -
South -

- (i) WHEREAS land measuring 2367.79 Sq.Mtr. of Khasra No. 189 Mauza Nagla Padi, Tehsil and District Agra was purchased in the name of one Shri Bhim Sen Bhandari from its erstwhile owner Radhaswami Satsang Sabha, Dayalbagh, Agra vide registered sale deed

- dated 01/01/2003 registered in Bahi No. 1 Jild No. 4644 Page No. 327 to 482 at Serial No. 15 registered at Sub-Registrar - 1st, Tehsil Sadar, Agra followed by delivery of possession thereon to the said purchaser by the said seller.
- (ii) WHEREAS the said land (property) now bears municipal No. 37/206 was then introduced in the Vendor - Firm M/s B. S. Bhandari & Associates by said purchaser Shri Bhim Sen Bhandari and the said firm was constituted vide partnership deed dated 18/02/2004 and thus the said property vested absolutely in the Vendor.
- (iii) WHEREAS the Vendor - Firm was reconstituted time to time and lastly vide deed of partnership dated 12/02/2015 and presently is consisting of five partners viz. Shri V. D. Bansal, Shri Kamal Chaudhary, Shri Shashaank Paliwal, Smt. Ridhi Bansal and Shri Prem Pyara and the above partners have unanimously resolved and have empowered any one of Shri V. D. Bansal or Smt. Ridhi Bansal and any one of among the mentioned partners Shri Kamal Chaudhary, Shri Shashaank Paliwal and Shri Prem Pyara for execution of sale deed on behalf of Vendor - Firm.
- (iv) WHEREAS the Vendor constructed a Multistoreyed commercial building consisting of shops and offices after getting a building plan sanctioned from Agra Development Authority vide permit No. 12/H/14-15 and the said building is now known as "SHANTI SQUARE".
- (v) WHEREAS the Vendee desires to purchase a Unit bearing No. _____ on _____ Floor, morefully described at the foot of this deed and hereinabove comprising the above building on adequate sale price and the Vendor has agreed to sale the same to the Vendee for consideration subject to terms and covenants set forth hereunder.

NOW THIS DEED OF SALE WITNESSETHES AND PARTIES HERETO HAVE AGREED AS UNDER :

1. THAT the VENDOR M/s B. S. Bhandari & Associates doth hereby transfer, alienate, assign and sale the above described Unit No. _____ on _____ Floor of its property "SHANTI SQUARE" at 37/206, Nagla Padi, Dayalbagh Road, Agra to the Vendee for total sale consideration of Rs. _____ (Rupees _____) absolutely to have it and hold it absolutely forever as owner of it with all right of access, ways and appurtenance.
2. THAT the sale price of Rs. _____ (Rupees _____) on mentioned above has been paid by Vendee to the Vendor in the manner state hereunder :-

Cheque No.	Dated	Rs.	Bank

Total :

The Vendor hereby acknowledges to have received the total sale price of the unit hereby sold to the Vendee and now nothing remains to be due for payment.

3. THAT the Vendor has put the Vendee in physical possession of the above unit and the Vendee acknowledges and admits to have obtained its possession.
4. THAT the above unit hereby sold is free from all kind of encumbrances, charge, lien, guarantee and litigation and the Vendor hereby transfers good, perfect and marketable title to the Vendee and shall indemnify the Vendee in case any defect in title is detected after sale and thereby loss of title is caused to the Vendee.
5. THAT the Vendee shall be entitled to get above unit separately assessed for property tax in municipal corporation and henceforth all kind of property and municipal taxes shall be payable by the Vendee only.
6. 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 parking at basement and Vendee shall be entitled to use parking for keeping his vehicle only. The VENDEE is strictly prohibited to disturb the present state and structure of parking either by erecting any structure thereon or four walls for covering the same.
7. THAT the Vendee shall have right, title and interest up to the ceiling above the floor space of the property sold 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, after or disfigure the existing state, structure and shape of the ceiling or alter its structural and architectural design. It shall also prohibited him / her from causing any kind of damages in any part of the property.
8. 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 (Unit) hereby transferred & sold to any other person subject to terms and covenants set forth herein.
9. 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 unit hereby sold.
10. 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.
11. THAT the Vendee is liable to maintain the property hereby sold sound and fit condition and shall not damage its floors, walls, columns in manner which may cause or likely to cause or damage to the adjoining properties / units or to the complex itself.
12. THAT the Vendee shall not keep, collect, store any 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 commercial and shop purposes which may be detrimental to the surroundings the building as well or which may have the effect of causing and producing noise, pollution & nuisance in the property hereby sold & its surroundings.

13. THAT upon taking possession of the unit 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.
14. THAT the Vendee shall have right to obtain the telephone and electric connection at his / her cost.
15. THAT the Vendee shall have right to obtain to carry out the annual repairs, white wash and maintenance of the unit 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 or society appointed and empowered by the Vendor or to the association of occupants and its shop 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 entitled to withhold the same besides taking steps for recovery of maintenance charges that shall accrue due against the Vendee.
16. 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 sole 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.
17. THAT it has been agreed between the Vendor and the Vendee that save and except in respect of the particulars unit & 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.
18. 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, drawing sources etc. at its own cost without any demur from the Vendee.
19. 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.
20. THAT the Vendor shall transfer all the commercial purpose right in the complex to such and agency or body as may be required under the law, or may so transfer it at its own discretion at any time.
21. THAT the entire maintenance, upkeep, preservation and operation of common services / common areas in the complex shall be done by Vendor or its nominee 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, labour 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 personally 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 unit sold.
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 Government & other statutory Authorities and shall attend to answer and carry out at his own cost and be responsible for all deviations, violations, or breeches of conditions contained in this deed.

23. 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 hereby sold to the Vendee and these are part of necessary amenities provided with the unit for more effective & beneficial use and enjoyment of it by the Vendee.
24. THAT the Vendor hereby unequivocally declares & states that the property hereby sold is free from all kind of encumbrances 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.
25. THAT there shall be strict prohibition of using and occupying the property hereby sold for the purpose of vending, selling & trading etc. of any liquor, wine, any kind of intoxicants and for the sale and consumption of meat etc. The Vendee or any person claiming through him including his / her tenant & licensee shall not be entitled to establish, commence & carry on any business, trade avocation & calling of above kind and this covenant shall not be breached and in the event of its breach, the Vendor or the Association of occupants of building shall have a right to prevent the second party Vendee for so doing.
26. TRANSACTION value according to D. M. Circle rate at the time of unit booking dated _____
27. THAT only stamp duty paid by the First Party Vendor.

That as per circle rate commercial construction shop Rs. _____ Per Sqmt.
The total value of Shop Rs. _____ the stamp duty payable @ 7%
Rs. _____ less Rs. _____ for ladies = Rs. _____ being paid on
the sales deed.

IN WITNESS Whereof The Vendor and Vendee have set and subscribed their respective hands to this deed on the date, month & year aforementioned Drafted by Kuldeep Sharma Advocate Sadar Tehsil Agra & Typed by Lalit Kumar Sadar Tehsil Agra.

