

JAI MATA DI
(BRIEF DETAILS OF SALE DEED)

- | | | |
|---------------------------|---|--|
| 1. Type of Land | - | Residential Flat. |
| 2. Ward/Pargana | - | Hari parwat ward, Agra |
| 3. Vill./Mohalla | - | Bhadawar Royal Residency, Bhadawar House, Khandari, Agra |
| 4. Details of Property | - | Flat No. _____ on _____ floor of five Storied Building. |
| 5. Built up Area | - | _____.00 Sq. ft. (_____ Sq. Mtrs.) |
| 6. Undivided Land Share- | - | _____ Sq. Mtrs. |
| 7. Total land of Project | - | 2964.80 Sq. Mtrs. |
| 8. Total Covered Area | - | _____.00 Sq. Mtrs. |
| 9. Status of Road | - | Situated on 18 Mtrs. Road on west side. |
| 10. Other Details | - | Said project land is not situated on two side road or park facing sold flat is situated on _____ of Eight storied building. (As per D. M. Circle rate list Dated 01.08.2017 the said Eight storied building is situated on RBS to Diwani main road given on praroop 2 of the circle rate list. |
| 11. Consideration Amount- | | Rs. _____ .00 |
| 13. Market Value | - | Rs. _____ .00 |
| 14. Share in Property | - | _____ purchaser . |
| 15. Circle Rate | - | For land Rs. _____ .00 Per Sq. Mtrs. which is mention on Page No. _____, Sl. No. _____ at Praroop _____ of circle rate list dated _____ & For Covered Area Rs. _____ per Sq. Mtrs. for RCC Construction of the flat. stamp of 10% for common area is not applicable in this deed due to sale of built up area. |
| 16. Stamp Value | - | Rs. _____ in one purchaser case By E stamp certificate No. IN – UP _____ for Rs. _____ and other Non Judicial stamps for Rs. _____ .00 |

BOUNDRIES:-

- | | | |
|-------|---|-------|
| East | - | _____ |
| West | - | _____ |
| North | - | _____ |
| South | - | _____ |

Details of Vendor 2 :-

1. Raja Mahendra Aridaman Singh S/o. Late Raja Mahendra Ripudaman Singh R/o. Bhadawar House, Khandari, Agra having PAN No, ADRPS2078L and Aadhar No. 398558616380 (hereinafter called the first party land owner-1)
2. SAR FRIENDS BUILDERS which is a partnership firm having its registered office at G-10, Block 33, Sanjay Place, Agra through its Partners Shri Rajeev Gupta S/o. Late Shri H.S. Gupta R/o. 209, Bihhav Rivera, Mayur Tourist Complex, Fatehabad Road, Agra and Shri Sushil Kumar Agarwal S/o. Late Shri

Ramji Lal Agarwal R/o. 34, Siddharth Enclave, Mau Road, Khandari Bye Pass, Agra Permanent Account Number of the company is AAFCR3636P hereinafter called the vendor FIRST PARTY -2.

Details of Purchaser :-

S/o. _____ R/o. _____
(hereinafter called the purchaser SECOND PARTY.)
PAN No. _____ Mobile No. _____

1. WHEREAS the land of the said project Bhadawar Royal Residency has been purchased by the father late Raja Mahendra Ripudaman Singh of land owner first party no.-1 vide a registered sale deed dated 07.10.1914 and same is registered in bahi no. I, volume No. 589 on page No. 333 to 341 at serial No. 2466 dated 07.10.1914 and before his death on dated _____ his father Late Raja Mahendra Ripudaman Singh made a will in favour of the first party no. 1 on dated 16.08.1989, as per will the first party no. 1 has been made absolute owner of the said land and entitled to sale the land wholly or as part of land.
2. **WHEREAS** the First party no -2 has constructed a residential eight storied building on the land of first party no.1. The building consist residential flats, which is known as '**BHADAWAR ROYALE RESIDENCY**'. The first party no.2 is entitled to sell the said flats.
3. **WHEREAS** the purchaser is interested in acquiring a constructed residential flat comprising of built up area along with proportionate area of land.
4. **WHEREAS** the building plan of the residential building has been sanctioned by Agra Development Authority, Agra

NOW THIS DEED WITNESSETH AS FOLLOWS:-

That in pursuance of the foregoing and in consideration undertaken by the parties hereto, the first party no. 2 hereby convey and sell the constructed flat No. _____ on _____ comprising built up area _____ Sq. Ft.(_____ Sq. Mtrs.) covered area _____ Sq. Fts. or _____ Sq. Mtrs. And common area _____ Sq. Ft. or _____ Sq. Mtrs., which includes the whole of the area under the internal walls, periphery walls and columns comprising the flat (Half of the area will be taken in the case of common walls between two units) for a total sale consideration of Rs. _____ .00 (Rupees _____ Only) having been paid to the first party no. 1 and 2 which the first party no.1 and 2 have acknowledged to receive from the Purchaser.
(The Details of consideration amount received are as below.)

Cheque No.	Cheque Date	Name of Bank	Paid Amount

		TOTAL-	

(RUPEES _____ ONLY)

THE VENDOR AND THE VENDEE COVENENT WITH EACH OTHER AS FOLLOWS.

- (A) **THAT** the first party no. 1&2 are the lawful and absolute owner of the land property and the demised flat as described in this deed and they have power to convey the same.
- (B) **THAT** the purchaser have inspected the documents of title relating to the land and built up flat and have satisfied himself about the title of the said property.
- (C) (i) **THAT** the Vendor hereby covenant and undertake to make and execute such acts, deeds, things, affidavits etc. whatever required by law and order in favour of the purchaser in furtherance of its perfection of the title and possession of the aforesaid sold flat and undivided share of land area and placing them in the possession of the same according to the true intent and meaning of this deed.
- (ii) **That** the first party No. 1,2 hereby agree to keep indemnified and harmless the purchaser from and against all losses, damages, costs or expenses which they may sustain or incur by reason of any claim being made by anybody who so ever to make good the any loss caused to the vendees including refund of the sale consideration with costs, losses, expenses and interest etc. to the purchaser.
- (D) **THAT** the sale of undivided share in land property and of flat as Described in this deed is free from attachment, encumbrances, court orders, acquisition proceedings or charges of any kind.
- (E) **THAT** the cost of construction herein above are not inclusive of tax, levy or duty of any nature such as GST on the construction or on the property either by Central Government or State Government.
- (F) **THAT** the purchaser will use the said flat only for residential purpose.
- (G) **THAT** the purchaser will give to the owners of the other flat necessary vertical horizontal and lateral support for their flat and reciprocated and recognize the rights of the other flat owners in the building.
- (H) **THAT** the purchaser will keep the common areas including the open spaces, parking area, terrace, passages, staircases, lobbies etc. free from obstruction and in a clear and orderly manner and not to encroach upon them and not to claim separate/exclusive possession or division in regard to such common areas.
- (I) **THAT** the purchaser will not carry out any such repairs, additions or alterations on open area or in his flat which may cause hindrance or damages to the flats, below and above the flat purchased by the purchaser and in the use of the open area.
- (J) **THAT** the terraces, unsold roofs, parapet walls shall continue to be the property of the first party no. 1 & 2 and they will be entitled to use them for any purpose whatsoever.
- (K) **THAT** the purchaser will not decorate or change the exterior of his flat, otherwise than in the manner agreed to with the Vendor or in the manner as similar as may be in which the same was previously decorated.

- (L) **THAT** from the date of this deed, the vendee shall be liable to pay all taxes and cess as recoverable by the Government or the local Authority, including House Tax, Water Tax, Scavenging Tax, Fire Tax etc.
- (M) **THAT** the vendee will become and remain a member of the Society, namely 'BHADAWAR ROYALE RESIDENCY WELFARE SOCIETY'. Which is formed by the flat owners in the building for the purpose of attending to, safeguarding and maintaining all matters of common interest like repairs, white washing, painting etc. in respect of the Building and the Pathways, Compound walls, Parking and all other common amenities, and they will observe and perform the terms and conditions and bye-laws and rules & regulations of the said Society.
- (N) **THAT** from the date of formation of the maintenance society or the date of sale deed or physical possession whichever is earlier the purchaser shall be bound to pay maintenance charges to the society as decided by the society, although purchaser reside himself in his flat or his flat be vacant or let-out to someone.
- (O) **THAT** the purchaser shall be bound to deposit an amount with the society as security for the maintenance of the building which shall be looked after by the Society. The said amount shall not carry any interest.
- (P) **THAT** the purchaser shall use sewers, drains and water lines in the building in common with the other flat owners and to permit free passages of water, sanitary, electrical lines through and along them and to share with the other flat owners, the cost of repairing and maintaining all such sewers, drains, and water lines as also cost of maintaining and repairing all common amenities such as staircase, generator, lift etc. and to use the same aforesaid and or in accordance with the rules, regulations, and bye-laws of the said Society.
- (Q) **THAT** the purchaser will keep the walls, drain pipes, and other fittings in the flat in good and habitable conditions so as to support and protect other parts of the building and carry out any works or repairs as may be required by the managing committee of the Society.
- (R) **THAT** the land comprised in this deed does not belongs to the Government or its Nazul Department.
- (S) **THAT** the flat as described in this deed is complete in all respects including all the works as required and the purchaser after examine the said flat has received its vacant possession without raising any objection.
- (T) **THAT** upon taking possession of the flat as described in this deed, the purchaser will not have any claim against the first party no. 1 & 2 as to any item of work, its quality, materials and installation used therein.
- (U) **THAT** the purchaser have a right to mutate his name in all relevant records of Agra Nagar Nigam, etc.

STAMP DUTY AMOUNTING TO Rs. _____ CALUCLATED ON
THE VALUE OF RS. _____ HAS BEEN PAID BY THE VENDEES
ALONG WITH ALL EXPENSES FOR EXECUTION AND
REGISTRATION OF THE SALE DEED.

DETAILS OF THE PROPERTY

FLAT NO. _____ ON _____ FLOOR, COMPRISING BUILT UP AREA
_____ SQ.FT. (_____ SQ. MTRS.) SITUATED AT BHADAWAR
ROYALE RESIDENCY, BHADAWR HOUSE, KHANDARI, HARI
PARWAT WARD, TEHSIL & DISTRICT AGRA AND SHOWN IN
COLOUR RED IN ANNEXED PLAN.

BOUNDRIES:-

EAST	-	_____
WEST	-	_____
NORTH	-	_____
SOUTH	-	_____

Document drafted by the company & typed by _____ Agra

IN WITNESSES WHEREOF THE PARTIES TO THIS DEED PUT THEIR
SIGNATURE AND SEALS ON THIS _____ DAY OF _____.

WITNESSES:-

1.	FIRST PARTY-1
	FIRST PARTY -2
	PURCHASER
2.	