

Value of the Property as per sale deed : Rs. xxxxxxxx/-
 Market Value of the Property as per circle rate : Rs. xxxxxxxx/-
 Stamp Paid : Rs. xxxxxxxx/-
 Circle Rate Commercial Construction Shop : Rs. 1,17,000/-Per Sq mt.
 Place : "SHANTI EMPORIO" Raghu Nath Nagar,
 Church Road, Civil Lines, Mauza Sarjapur
 Ward Hari Parwat Tehsil & Distt. Agra.

As per the rate list issued- Format-3 Page No. 75 Serial No. 17 Property is situated at between Church Road M.G. Road to Hanuman Mandir Khandari Crossing via Ram Raghu Hospital & Udeshwar House (Main Road Segment)

This Sale Deed executed on this day of by the Seller in favour of the Purchaser
 Witnesseth as under:-

Messer S.V. Builders and Promoters (A proprietorship firm) having its registered office at SF-6, 2nd Floor, C. R. Mall, Church Road, Civil Lines, Hari Parwat Ward, Agra through its sole proprietor Shri Shashaank Paliwal son of late Shri Akhilesh Kumar Paliwal resident of 8, Church Road, Civil Lines, Hari Parwat Ward, Agra (Hereinafter called and referred as 'the Seller', which expression wherever context permits be deemed to include its sole proprietor, his all heirs, successors in interest, legal representatives, assigns, etc.)- of the one part.

.....Seller/First Party

And

Shri son of Shri. resident of
 (Hereinafter called and referred as 'the purchaser', which expression wherever context permits be deemed to include him and his all heirs, successors in interest, legal representatives, assigns, etc.) - of the Other Part.

.....Purchaser/Second Party

Detail of the Property sold :

The single storied immoveable property known as Shop No.LG-XX on Ground Floor Part of property Nagar Nigam No. 4/118A Measurement 14'9"×60' Area885 square feet or 82.22 Sq.mt. which is more fully described at the foot of this deed and marked by red colour in annexed map in 4 storied commercial building 'SHANTI EMPORIO' forming part of Khasra No. 453/672, 454/698, 459/696/2 at Raghu Nath Nagar, Church Road, Civil Lines, Mauza Sarjapur Ward Hari Parwat Tehsil & Distt. Agra.

Bounded as under:

Sides: Measurements: Boundaries:

East:

West:

North:

South:

The 4¹/₂" wall is common of demised Shop. And the map of property is approved by Agra Development Authority.

The Seller has purchased the plot of property from Shri Subhash Chand Surana S/o Late Shri Rajendra Singh Jain R/o 4/118-A, Church Road, Civil Lines, Agra & present add. 14, Kunwar Colony, Bhagirathi Devi Marg, Khandari, Agra through sale deed which is registered in the Office of Sub-Registrar-Ist, Agra in Book No. I Volume No. 9946 Page No. 1 to 36 Serial No. 897 Dated 06/04/2017.

The Seller after obtaining due all permissions and sanctions from all competent authorities and according with sanctioned map file No.183/BFH/3/01/16-17 dated 09/03/2017 duly issued by Agra Development Authority, is raising new commercial constructions upon the land of the said purchased property. The said entire property or to say 'SHANTI EMPORIO' is under physical possession and control and management of the Seller absolutely and neither allotted nor leased / rented to any other one or ones.

And that whereas the Seller thus has full saleable, transferable right, title and interest in the aforesaid Shop and the Shop is not subject to any charge, attachment, mortgage, lien etc; and is free from all encumbrances. That the above property land is not of nazool, state government establishment.

And whereas the Seller has not entered into any kind of contract of sale, lease, licence etc. in respect of the aforesaid Shop with any third Person.

Details of Payment

And whereas the Purchaser paid the entire consideration of the amount i.e., Rs. XXXXXX/- (Rupees Amount Cheque No. Dated Bank Branch only) through :-

That 1% TDS deposited to the Income Tax Department by Purchaser.

And whereas the Seller has sold the aforesaid property to the Purchaser with a guarantee of good title and has delivered actual, physical and proprietary possession over it to the Purchaser, and the Purchaser is now its absolute owner in possession and entitled to use and enjoy it in any manner whatsoever, and the Seller has ceased to have any right title or interest of any kind whatsoever in the aforesaid Property, nor shall claim any right, title or interest in future, and the Purchaser is entitled to get its name mutated in Nagar Nigam Agra & Agra Development Authority etc, at the place of Seller, and the Seller has no objection therein.

That the Purchaser shall have a further right to transfer, sale, alienate and mortgage & to give on rent & make lease deed, rent deed of the property hereby transferred.

That the Purchaser shall be entitled to get the said property transferred and mutated in its own name as owner in the revenue/ Nagar Nigam records or of any other concerned authority on the basis of this sale deed.

That in case any dispute of any kind whatsoever arises in respect of the sold property between the parties hereto or between any of them and the third party, whereby, if any right, title, interest of the purchaser in the sold property is adversely affected, infringed or the purchaser suffers any loss of any kind whatsoever or the purchaser losses due to defect in the title of the seller to the sold property, in that event the seller is liable for the same.

And whereas the expression seller and the purchaser include their successors, assigns heirs and legal representatives etc.

The Purchaser shall not have any right of any type to the encroach the common passage etc.

The Purchaser has full right of the sold areas for internal alteration furnishing and fitting without disturbing and damaging the building structure including columns and slabs.

Any electricity charges, house tax, water tax and any other charges and taxes if are due related to this Property till today shall be borne by Seller and there after shall be borne by Purchaser. The sale deed & stamp's expenses are paid by the Purchaser.

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:

1 The SELLER hereby confirms and acknowledges the receipt of the total sale consideration in respect of the Said Shop paid by the PURCHASER to the SELLER and that there is nothing due from the

PURCHASER towards the sale consideration in respect of the Said Shop and the SELLER do hereby acquit, release and discharge the PURCHASER in respect of the same. 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 PURCHASER proportionate to the area of the Said Shop

2 The covered area of the Said Shop includes entire carpet area, areas under internal circulation, internal and external walls etc.

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

4 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 SELLER till such time as the same are not transferred/ handed over to the Association of the Shop owners constituted under the relevant laws/ regulations.

5(a) That the PURCHASER 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 Purchaser shall also be responsible for compliance of the terms and conditions of Agra Development Authority to the SELLER as relating to the said Shop/Complex. The PURCHASER also agrees to abide by the terms of the UP Urban Planning and Development Act, 1973, as amended from time to time.

(b) That the PURCHASER 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 Shop 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.

(c) That the PURCHASER 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 SELLER 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 PURCHASER 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 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 Purchaser may fix a signage on the space above the Shop, as earmarked by the Seller for the said purpose. If any Government/ Local Body impose any tax on the aforementioned signage, the same shall be borne by the Purchaser himself. The Purchaser shall also not display or exhibit any picture, poster or other articles which are repugnant to the morals or are indecent and immoral.

(e) The Purchaser shall pay the applicable taxes and levies 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.

6 The PURCHASER shall not have a right for claiming the partition by metes and bounds of the said PLOTS in any manner and shall not do any act which would jeopardize the safety or soundness of the property or reduce the value thereof.

7(a) That the SELLER and/ or its nominee Maintenance Agency/Welfare Society shall look after the maintenance and upkeep of the common areas and facilities in the Complex and the PURCHASER 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/Welfare Society on a timely basis. The SELLER or the Maintenance Agency/Welfare Society 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 PURCHASER shall be under obligation bound to execute a separate Maintenance Agreement with the SELLER and / or the Maintenance Agency/Welfare Society, if not already executed, with regard to terms and conditions of maintenance of the Complex known as "SHANTI EMPORIO", and shall be bound by the rules & regulations of the Maintenance Agency/Welfare Society. 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 PURCHASER in respect thereof.

(c) That the PURCHASER shall permit the representatives of the SELLER and/ or of the Maintenance Agency/Welfare Society from time to time and at all reasonable times to enter into/ upon the Said Shop in order to inspect the same and to carry out necessary repairs/ replacements etc.

(d) That the PURCHASER before transferring his interest in the Said Shop shall obtain a no dues certificates from the Maintenance Agency/Welfare Society/Seller. The transferees of the PURCHASER'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 SELLER.

(e) That to safeguard the interest of the owners/ occupants of Shop in the said SCHEME entry of outsiders to the building complex may be regulated by the Maintenance Agency/Welfare Society by engaging certain security personnel. The provision of such security services would not create any liability of any kind upon the SELLER/ Maintenance Agency/Welfare Society for any thefts, mishap resulting at the hands of any miscreants.

(f) That the SELLER and/ or the Maintenance Agency/Welfare Society shall have the right to insure and keep insured the structure of the building against such risks as the SELLER and/ or the Maintenance Agency/Welfare Society may deem necessary and the insurance premium shall be payable separately by the PURCHASER 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 PURCHASER at his own cost.

8 That the SELLER hereby assures the PURCHASER 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 PURCHASER absolutely and that the Said Shop is free from all encumbrances, charges, liens etc. The PURCHASER has also satisfied itself with regard to the above and shall not make any further requisition or objection whatsoever.

9 That the PURCHASER 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 PURCHASER 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 PURCHASER shall be liable to pay to the SELLER 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.

10 That the PURCHASER 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 SELLER at his own cost and expenses. However, if the PURCHASER transfers the Said Shop to a third party then the transferee shall be bound by the terms and conditions of this SALE DEED.

11 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.

12. 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 PURCHASER.

13. That the purchaser shall not have any rights, title or any interest relating to or in respect of the terrace/ roof top of the building (SHANTI EMPORIO). The roof rights will always exclusively remain with the seller.

14. That the seller has appointed Shri. Saurabh Sharma son of Shri. Anirudh Sharma resident of 7/35, Lane Gaushala, Free Ganj Road, Agra as his general power of attorney with power of authentication through a deed of general power of attorney with authentication power executed on 23.05.2017 which has duly registered on 23/05/2017 as document No. 15 in volumes No. 47 of book 06 at pages 193 to 206 at the Office of the Sub Registrar 1st of Agra Sadar Tahsil, 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.

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 SELLER, would be entertained.

Stamp Calculation

That as per circle rate commercial construction shop of Rs. 1,17,000/- per sq.mt. of = Rs.
per Sqmt. The total value of Shop Rs. the stamp duty payable on transaction value Rs.
/- @ 7% 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
Drafted by Kuldeep Sharma Advocate Sadar Tehsil Agra & Typed By Lalit Kumar Sadar Tehsil Agra.

Witnesses :-

1.

2.