

(1)

DESCRIPTION OF SALE DEED

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|---|---|
| 01. Type of property- | Residential Flat in Multistoried Apartments |
| 02. Ward & Distt. - | Tajganj ward, Tehsil and Dist Agra. |
| 03. Property No. - | <u>Flat No. _____, _____, _____ Floor.</u> |
| 04. Add. Of Property - | "TAJ ROYALE" Apartments at Plot No. G/C-1
in Taj Nagri Phase II, Agra. |
| 05. Area of Property - | _____ |
| 06. Location of Road - | Situated at <u>18 Mts. wide</u> Road.
(Not situated at other main road) |
| 07. Other Description - | The Flat No. _____, Tower No. _____ hereby sold
is situated on _____ Floor of <u>stilt + 15</u>
storied residential building _____
"TAJ ROYALE" Apartment. |
| 08. Total Land Area of Apartment | 13902.36 Sq. Mts. |
| 09. Total Multistory Project Covered Area | 70151.68 Sq. Mts. |
| 10. Super Built up area | _____ |
| 11. Total Carpet area of Apartment | _____ |
| 12. Common Area | _____ |
| 13. Undivided Land Area for this Flat | _____ |
| 14. Circle Rate of this Land | _____ |

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15. Circle Rate of Construction	Rs. per Sq.Mtr.
16. Market value as per Circle Rate	Rs.
17. Sale Consideration-	Rs.
18. Stamp Duty Paid-	Rs.

(2)

DESCRIPTION OF PROPERTY HEREBY SOLD:-

One Flat (Unit) No., Tower No. _____ on _____ Floor having Carpet area of Sq.Ft. _____ which is more fully described at the foot of this deed and marked by red color in annexed map in **16** Storied Residential Apartment "TAJ ROYALE" situated at Plot No. G/C-1, Taj Nagri Phase II, Tehsill & Distt. Agra.

BOUNDED AS UNDER:-

North	-	South	-
East	-	West	-

SALE DEED

THIS DEED OF SALE made and executed at Agra on this ____ day **December** of ____ by M/s GANGA RATAN DEVELOPERS, a partnership firm, having its office at 18/149, Fatehabad Road, Agra. (PAN- AANFG0113H) through its Partner **Mr. Kishore Gupta** S/o Shri **Lt. Shri Kailash Chand Gupta** R/o **18/163, A/3, Vibhav Nagar, Agra - 282001** hereinafter called the VENDOR which expression shall mean and include its successor in interest, Administrator and Assigns.

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(3)
IN FAVOR OF

Mrs. ----- W/o Mr. ----- (PAN - -----) and Mr. ----- S/o Mr. ----
----- (PAN -----) Both R/o -----, Agra-282001
(Hereinafter called the VENDEE which expression shall mean and include his heirs,
successor in interest and assign on the terms set out hereunder:

- i. WHEREAS the VENDOR is owner in possession of land forming part of Plot No. G/C-1, Taj Nagri Phase II, Tehsill & Distt. Agra having purchased it from its erstwhile owner vide carious registered deed of sales dated 31/07/2014 on Bahi No. 1 , Jild No. 6445, Page No. 133 to 148 at S.No. 8964 and dated 31/07/214 on Bahi No. 1 , Jild No. 6445, Page No. 149 to 164 at S.No. 8965 and dated 31/07/214 on Bahi No. 1 , Jild No. 6445, Page No. 164 to 178 at S.No. 8966 at the office of Sub Registrar (III), Tehsil - Sadar , Distt.- Agra.
- ii. WHEREAS the VENDOR after purchase of aforesaid property, constructed and developed multistoried residential complex/apartments thereon by building Three Towers thereof bearing Tower No.1 (Lotus), Tower No. 2 (Tulip) and Tower No. 3 (Marigold) under the Name & Style of "TAJ ROYALE" as per sanctioned planed for Agra Development Authority, Agra vide file No. 1587/BFT/03/07-08 Dated 19/07/2014.The said multistoried residential apartment "TAJ ROYALE" is interlay comprising of the Flat No. ----- in Tower No. 1 (Lotus) described at the foot of this deed.

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- iii. WHEREAS the VENDEE had applied through an Application of Registration for purchase of one unit of flat bearing No. -----, Tower No. -----), ----- Floor. Comprising Carpet area ----- of residential apartment "TAJ ROYALE" along with the facility of the one covered car parking and has offered to pay adequate Sale Price.
- iv. WHEREAS the VENDOR has agreed to transfer, sale, convey, alienate and assign its interest in aforesaid residential unit has described at the foot of this deed in " TAJ ROYALE " to the VENDEE for sale price of Rs. ----- (Rupees -----
----- Only.)

NOW THIS DEED WITNESSETH AS UNDER:-

- v. That for consideration of of Rs. -----/- (Rupees ----- Only.) paid by the VENDEE to the VENDOR, in respect of unit- No. -----, Tower 1 (Lotus), -----
---- Floor comprising of Carpet area ----- of residential apartment "TAJ ROYALE" and more fully described at the foot of this deed, the VENDOR doth hereby assign, transfer, sale, convey, alienate & sale the aforesaid residential on absolute sale to the VENDEE along with facility of one covered car parking, subject to term and stipulate contained herein to have it and hold it absolutely forever as owner thereof.

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1. That the sale price (Exclusive of taxes) Rs. _____ (-----Only.) of the aforesaid Flat has been paid by the VENDEE to the VENDOR through different cheques in various dates.

By cheque No. _____	Dated _____	for _____
By cheque No. _____	Dated _____	for _____
By cheque No. _____	Dated _____	for _____
By cheque No. _____	Dated _____	for _____

Thus the VENDOR has received the total sale price from the VENDEE and now nothing remains to be paid to the said VENDOR. The VENDOR hereby acknowledges to have received the total sale price of aforesaid residential unit & all that described at foot of this deed.

2. 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 earmarked covered car parking at still basement and allottee/vendee shall be entitled to use covered car parking keeping hi vehicle only. The VENDEE is strictly prohibited to disturb the present state & structure of car parking either by erecting any structure thereon four walls for covering the same.
3. That the VENDOR has put the VENDEE in actual physical & proprietary possession of the aforesaid residential flat hereby transferred & sold. The VENDEE hereby acknowledges to have obtained the said possession from the VENDOR.

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4. That the VENDEE shall have right, title and interest up to the ceiling above the floor space of the property 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, alter or disfigure the existing state structure and shape of the ceiling or alter its structural and architectural design. It shall also prohibit him/her from causing any kind of damages in any part of the property.
5. 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 this interest in the said property (Flat) hereby transferred and sold to any other person subject to term & covenants set forth herein.
6. That the VENDEE shall have undivided, impartibly common interest & common area and use and enjoyment in the common service facilities area appurtenant to the building raised over the floors of the proportionate area of the property transfer to the VENDEE for more effective and beneficial use of the flat hereby sold.
7. 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 matter of any stage by the VENDEE or any person claiming under him/her.
8. That the VENDEE is liable to maintain the property hereby sold in sound and habitable condition shall not damage its floors, walls, columns in any manner which may cause or likely to cause or damage to the adjoining properties/units or to the apartment itself.

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9. That the VENDEE shall not keep, collect, store and 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 unit etc. The VENDEE shall not use the property transferred for any purpose other than resident or for such purposes which may be detrimental to the surroundings and building as well or which may have the effect of causing and producing noise pollution and nuisance in the property hereby sold & its surroundings. The VENDEE shall use the flat for residential purpose only and any business activities would be strictly prohibited in the flat or in any part of the apartments.
10. That upon taking possession of the flat 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.
11. That the VENDEE shall have a right to obtain the telephones and electric connection at his/her own cost. The VENDEE may also have the right to take water connection without disturbing architectural control and design of the building. If it is found that such connection, if allowed would damage to the floors, walls or columns and other structure then the VENDEE shall not be entitled for such connection & shall be precluded to install the same.

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(8)

12. That the VENDEE shall be under obligation to carry out the annual repairs, white wash and maintenance of the flat as well as the common services facilities & are etc. as per the covenants and restriction 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 appointed and empowered by the VENDOR or the association of occupants and its office bearers which may be formed for the said purpose. In case of default in payment to 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 entitle to with hold the same besides taking steps for recovery of maintenance charge that shall accrue due against the VENDEE.
13. That the House tax, Water tax, Fire tax, scavenging tax or tax, charges or case of any other description imposed by Nagar Nigam, local authority or any statutory authority on the property sold or become levieable there on shall be payable and be paid by the VENDEE in respect of the property sold
14. That the VENDEE agrees that after the sale of possession of the flat any permissible additions or alteration in or above or relating to the said flat which are required to be carried out by the Government, Local Authority or any statutory authority or by way of any statutory requirement, the shall same be carried out by the VENDEE in co-operation with the other inhabitants/allottee/owners of the other unit of the building "GANGA RATAN DEVELOPERS" at their own cost, risk and responsibility at the vendor shall not in any manner be held liable or responsible for the same.

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(9)

15. THAT it has been agreed between the VENDOR and the VENDEE that save and except in respect of the particulars flat & 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 the respect of all on or any kind of the areas. Such as lobbies, staircase, lifts, corridor etc.
16. That the VENDOR shall be entitled to connect the water, electric, sanitary, draining, fitting etc. on additional structure /storey with the existing electric water sanitary drawing sources etc. as its own cost without any demur from the VENDEE.
17. That the terraces, roofs, parapet, walls shall continue to be the property of the VENDOR unless transferred and sold expressly by the VENDOR to the VENDEE who shall not be entitled to use them for any purpose whatsoever.
18. That the VENDOR shall transfer all the residuary right in the complex such an agency or body as may be required under the law, or May so transfer it at its own discretion at any time.
19. 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 condition 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, labor etc. at the relevant time. The VENDEE shall be bound to pay such charges together with repair, maintenance & replacement charges of plant and equipments etc. The VENDEE shall be individually 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 the unit sold.

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20. That as agreed between the vendor and vendee, in addition to the sale consideration the vendee shall pay an amount of Rs. 75000/- towards I.F.M.S. fund at the time of possession to the resident's welfare society.
21. 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 self government & other statutory Authorities and shall attend to answer and carry out at his own cost and be responsible for all deviations, violations and breaches of conditions contained in this deed.
22. That the space earmarked for parking in the building shall only be use by VENDEE for keeping his/her vehicle in common with other inhabitants/allottees/ owner of the "GANGA RATAN DEVELOPERS" without disturbing and obstructing the common use/right/ & enjoyment of other flat owner/allottees/occupants.
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-flat hereby sold to the VENDEE and these are part of necessary amenities provided with the flat for more effective & beneficial use and enjoyment of it by the vendee.

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(11)

DESCRIPTION OF PROPERTY HEREBY SOLD:-

One flat (unit) No. _____ Tower No. _____ on _____ Floor floor having covered area of _____ which is more fully described at the foot of this deed and marked by red color in annexed map in **16** storied residential Apartment "TAJ ROYALE" forming part of Plot No. G/C-1, Taj Nagri Phase II, Tehsill & Distt. Agra

BOUNDED AS UNDER:-

North	-	South	-
East	-	West	-

IN WITNESS WHEREOF THE VENDOR AND VENDEE HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS DEED OF SALE ON THE DATE, MONTH & YEAR AFOREMENTIONED.

VENDOR

VENDEE

WITNESSESS:-

1.)

2.)

Drafted by: