

(2)

**DESCRIPTION OF SALE DEED**

- |                                      |       |
|--------------------------------------|-------|
| 01. Type of property-                | ..... |
| 02. Ward & Distt.-                   | ..... |
| 03. Property No.-                    | ..... |
| 04. Add. Of Property-                | ..... |
|                                      | ..... |
| 05. Area of Flat-                    | ..... |
|                                      | ..... |
|                                      |       |
| 06. Location of Road-                | ..... |
| 07. Other Description-               | ..... |
|                                      | ..... |
|                                      | ..... |
|                                      |       |
| 08. Total Land Area of Apartments-   | ..... |
| 09. Total Cov. area of Apartments-   | ..... |
|                                      |       |
| 10. Part of land for this Flat-      | ..... |
|                                      |       |
| 11. Circle Rate of Land-             | ..... |
|                                      |       |
| 12. Circle Rate of Construction-     | ..... |
|                                      |       |
| 13. Market Value as per Circle Rate- | ..... |
| 14. Sale Consideration-              | ..... |
| 15. Description of Stamp Duty-       | ..... |
|                                      | ..... |
|                                      | ..... |
|                                      |       |
| 16. Stamp Duty paid-                 | ..... |

Contd.....

**DESCRIPTION OF PROPERTY HEREBY SOLD:-**

One Flat (Unit) No..... on ..... having Covered Area of ..... which is more fully described at the foot of this deed and marked by red colour in annexed map in ..... Storied Residential Apartment ..... forming part of .....

**BOUNDED AS UNDER:-**

East- .....

West - .....

North- .....

South- .....

**SALE DEED**

THIS DEED OF SALE made and executed at Agra on this

.....

.....

.....- hereinafter called the VENDOR which expression shall mean and include its successor in interest, Administrator and Assigns.

**IN FAVOUR OF**

.....

.....

.....

....., (Hereinafter called the VENDEE which expression shall mean and include his heirs, successor in interest and assigns on the terms set out hereunder:-

(i) WHEREAS the VENDOR is owner in possession of land forming part of ..... having purchased it from its erstwhile owner vide registered deed of Sale dated ..... on

.....

.....

(ii) WHEREAS the VENDOR after purchase of aforesaid property, constructed and developed multistoried residential complex/apartments thereon under the name & style of ..... as per sanctioned plan of Agra Development Authority, Agra vide file No.1304/BFL/2/13-14 dated 10/09/2014. The said multistoried residential apartments ..... is interlia comprising of the ..... described at the foot of this deed.

(iii) WHEREAS the VENDEE had applied through an Application of Registration for purchase of one unit of flat bearing ..... having covered area of ....., in ..... along with the right of use of ..... covered and ..... Open car parking as per attached earmarked parking layout plan at the foot of this deed & a Store room on same floor and has offered to pay adequate Sale price.

Contd.....4

(4)

- (iv) WHEREAS the VENDOR has agreed to transfer, sale, convey, alienate and assign its interest in aforesaid residential unit as described at the foot of this deed in ..... to the VENDEE for sale price of .....

**NOW THIS DEED WITNESSETH AS UNDER:-**

1. THAT for a consideration of ..... paid by the VENDEE to the VENDOR, in respect of unit- ..... comprising covered area of ..... of residential apartments ..... and more fully described at the foot of this deed, the VENDOR doth hereby assign, convey, transfer, alienate & sale the aforesaid residential on absolute sale to the VENDEE along with the right of use of ..... covered and ..... Open car parking as per attached earmarked parking layout plan at the foot of this deed (if opted for open parking, it would be allotted at site as per open parking slots available) & a Store room on same floor, subject to terms and stipulation contained herein to have it and hold it absolutely forever as owner thereof.
2. THAT the sale price ..... of the aforesaid Flat has been paid by the vendee to the vendor through different cheques in various dates.  
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.
3. 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 stilt level/basement and allottee/vendee shall be entitled to use covered car parking for keeping his vehicle only. The VENDEE is strictly prohibited to disturb the present state & structure of car parking either by erecting any structure thereon or four walls for covering the same.
4. 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.
5. 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.
6. 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 (Flat) hereby transferred & sold to any other person subject to terms & covenants set forth herein.

Contd.....5

(5)

7. 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 flat hereby sold.
8. 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.
9. THAT the VENDEE is liable to maintain the property hereby sold in sound and habitable condition and 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.
10. 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 units 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 & nuisance in the property hereby sold & its surroundings. The VENDEE shall use the flat for residential purpose only & any business activities would be strictly prohibited in the flat or in any part of the apartments.
11. 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.
12. THAT the VENDEE shall have 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 structures then the VENDEE shall not be entitled for such connection & shall be precluded to install the same.
13. 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 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 Association of Residents formed as the Name of ..... and its office bearers. In case of default in payment by Vendee the 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 withhold the same besides taking steps for recovery of maintenance charges that shall accrue due against the VENDEE.

Contd.....6

(6)

14. 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 sold 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.
15. THAT the VENDEE agrees that after the sale and 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 requirements, the same shall be carried out by VENDEE in co-operation with the other inhabitants/allottees/owners of the other units of the building ..... at their own cost, risk and responsibility and the VENDOR shall not in any manner be held liable or responsible for the same. All such additions and alterations shall be carried out after getting the plan sanctioned from local authority, if need be, without affecting the architectural design, shape and structure of the building or residential unit.
16. 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 respect of all or any kind of the common areas, such as lobbies, staircase, lifts, corridor etc.
17. 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, drawings sources etc. at its own cost without any demur from the Vendee.
18. 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.
19. THAT the VENDOR shall transfer all the residuary rights in the complex to such an agency or body as may be required under the law, or May so transfer it at its own discretion at any time.
20. THAT the entire maintenance, upkeep, preservation and operation of common services/common areas in the complex shall be done by Association of Residents formed as the Name of ..... on the terms and conditions and charges to be determined by the Resident's Association from time to time in the context of the prices prevailing for common services, levies, taxes, labor etc. at the relevant time. At the time of this deed of Sale, the monthly maintenance charges as decided is ..... till the next amendment. Beside the monthly maintenance charges, ..... one time to be paid to Association as Corpse/Sinking Fund. The VENDEE shall be bound to pay such charges together with repair, maintenance & replacement charges of plant and equipment 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.

Contd.....7

(7)

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 or breaches of conditions contained in this deed.
22. THAT the building ..... is based on monolithic shear wall construction, In general R.C.C. framed structure is done with infill brick work, but in ..... Apartments the whole building is monolithic i.e. there are no partition brick walls. All walls are of R.C.C. There are no columns and beam support so all the support are on the walls, thus forming a single construction material. In this type of construction, no alterations can be made and any chase cutting or dismantling of any wall will result in damaging the structure of building.  
The Vendee also hereby given his/her consent and undertaking that he/she will not make any kind of alterations or chase cutting in R.C.C. Walls at any cost and he/she would make it a point for the any buyer (in case he/she sell this flat in future) to abide by this rule. He/she also undertake that not abiding the rule may treat as unlawful and can be sued in the court of law.
23. THAT the space earmarked for parking in the building shall only be used by VENDEE for keeping his/her vehicle in common with other inhabitants/allottees/ owners of the ..... without disturbing & obstructing the common use/right & enjoyment of other flat owners/allottees/occupants.
24. 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.
25. THAT the Vendor hereby unequivocally declares & states that the property hereby sold is free from all kind of encumbrance 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.

**DESCRIPTION OF PROPERTY HEREBY SOLD:-**

One Flat (Unit) No..... on ..... having Covered Area of ..... which is more fully described at the foot of this deed and marked by red colour in annexed map in ..... Storied Residential Apartment .....

**BOUNDED AS UNDER:-**

East- .....  
West - .....  
North- .....  
South- .....

(8)

**This Sale Deed is Presented:-**

“By

.....

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....., whereby he was authorized to present all the documents & Deeds on its behalf before registering Authority & to admit execution etc. in respect thereof.”

The matter of this Sale deed prepared and typed by Vendor M/s. .... with the assistance of Vendee.

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.

**WITNESSESS: -**

[illegible]

VENDOR

VENDEE

Sub Registrar Office- IInd , Tehsil Sadar, Agra

S. No.	Bahi No.	Khand No.	Document No.	Date	Name & address of Parties	Attested Photo
<b>1- Type of Deed/Document: -</b>  Sale Deed  <b>2- Flat No.:-.....</b>  <b>3- Address: -</b>          <b>4-Area of Property: -</b>          <b>5-Boundries: -</b>  East- West - North- South-  <b>6- Stamp Paid: -</b>					<b><u>VENDOR: -</u></b>	
					<b><u>VENDEE: -</u></b>	