

1. Classification of Land: Commercial.
2. Ward: Hari Parwat.
3. Mohalla/village: **Ram Raghu Palazzo**, Church Road, Village SarjePur, Agra
4. Details of Property: on _____ Floor in a multistoried building.
5. Unit of measurements: Square meters
6. Area of Property: _____ square meter
7. Status of Road (according to valuation list): "Church Road" (M. G. Road through Ram Raghu Hospital and Udesar House to Hanuman Mandir Khandari Crossing)
8. Other details (9 meters wide road/corner, others): Not applicable
9. Classification of property: Single storied Unit in a multistoried building.
10. Total area of property (in case of multistoried building): Not applicable
11. Total covered area: Square Meters
12. Status: Single storied Unit in a multistoried building.
13. Valuation of trees: Not applicable
14. Boring/well/others: Not applicable
15. Covered area: Square Meters
16. Year of construction: Under construction
17. Is belongs to Co-operative Housing Society: Not applicable
18. Consideration: Rupees _____ (Rupees _____) only.
19. Boundaries:

Sides:	Measurements:	Boundaries:
East:		
West:		
North:		
South:		

Number of first party: One, Details of Seller:

1. Messer RAM RAGHU BUILDWELL (A partnership firm duly constituted and registered under the provisions of Indian Partnership Act, 1932) having its registered Unit at Suresh Plaza, Raghu Nath Nagar, M. G. Road, Hari Parwat Ward, Agra through its authorized partner and signatory Shri Manish Bansal son of Late Shri Suresh Nath Bansal resident of 601, 602, Hill House Apartments, Raghu Nath Nagar, M. G. Road, Hari Parwat Ward, Agra, Profession: Business.

Number of second party: One, Details of Purchaser:

Name: _____

1. Stamp duty paid according to the charging provisions of Articles 23(a) read with 5(c) of Schedule 1B read with Sections 2(10) and 27 of Stamp Act, 1899, as applicable in U. P.

DEED OF SALE

This deed of sale made on this ... day of ___, 2017 at Agra,

BY and IN BETWEEN:

1. Messer Ram Raghu Buildwell (A partnership firm duly constituted and registered under the provisions of Indian Partnership Act, 1932) having its registered Unit at Suresh Plaza, Raghu Nath Nagar, M. G. Road, Hari Parwat Ward, Agra through its authorized partner and signatory Shri Manish Bansal son of Late Shri Suresh Nath Bansal resident of 601, 602, Hill House Apartments, Raghu Nath Nagar, M. G. Road, Hari Parwat Ward, Agra (Hereinafter called the 'Seller', which expression unless repugnant to the context, means and includes all legal successors in interests of the firm and natural heirs of all partners, successors in interests, legal representatives and assigns of the partners of the firm, etc.). – Of the first part

AND

1. Sri, _____ Agra (Hereinafter called as the 'Purchaser', which expression unless repugnant to the context, means and includes his all natural heirs, successors in interests, legal representatives and assigns, etc.). – Of the second part

WHEREAS:

1. The Seller is absolute owner and in possession of said land and project, which is properly known as "Ram Raghu Palazzo" situated at 4/117/1-A and 4/117/2, Church Road, Hari Parwat Ward Agra, part of hasra no.460, Vill Sarjapur, Tehsil and Distt Agra. It is being constructed after demolishing the old constructions bearing Corporation No. 4/117/1-A and 4/117/2 of Hari Parwat Ward of Agra.
2. The land underneath of the project 'Ram Raghu Palazzo' bearing Revenue plot No. 147 (460) of the said Ram Raghu Palazzo with old constructions, was acquired by the partners of the said partnership firm through three duly registered deeds, as defined in Term No. 26 of this deed. It is necessary to clear that one partner Shri Vivek Bansal has gone abode on 14/05/2015 leaving behind his will and testament dated 14/04/2015. According to his will his successor in interest wife Smt. Puja Bansal become partner of M/s Ram Raghu Buildwell through execution of a new partnership deed dated 21/05/2015. This partnership is still existing.
3. The Seller of this deed with due sanctions and according to the sanctioned map sanctioned plan file No. 297/BFR/11/2014-2015 dated 20/11/2015 duly sanctioned by Agra Development Authority, is raising the said 'Ram Raghu Palazzo' with its money after demolishing the old constructions. All development and other charges of all nature, whatever named, are bearing by the said firm.
4. The building is under construction by the Seller upon the aforesaid land, consisting of a number of separate individual units on lower and upper ground floors, first floor to fourth floors; and having common spaces viz. underground parking and open parking spaces, verandahs, corridors, staircases, lifts etc. and the Seller has absolute right, title, interest and authority to transfer its common un-divisible interest in the land along with constructions raised thereupon by way of sale and / or assign by way of transfer in respect of each unit to any one and in any manner at any time, whatsoever and as it may think proper.
5. No other person has any right, title, interest or claim against the Seller of this deed and the said unit, which is hereby sold, is free and clear from all claims, encumbrances, liens, charges, attachments, requisitions, demands, suits, defects in title etc. whatsoever named. Neither any portion of the said building belongs to Nazul / any Government department nor declared as excess vacant land in any case of Urban Land (Ceiling and Regulation) Act, 1976 nor acquired nor any compensation has been received or claimed by the Seller or its predecessors.
6. Also, the original documents of the said property are in possession of the Seller and the property or it's any title deed, is neither pledged nor given in any security or surety nor disputed in any manner nor challenged in any Court of Law.
7. The Purchaser approached the Seller to get in their favour the transfer of the common interest of the floor space occupied by the said Unit with all rights, title and interests, which is more particularly described and detailed in Schedule "A" to this sale deed, by way of sale with some terms and conditions, as settled in between the parties and which are laid down in this sale deed. But at present the building is under construction. Therefore the seller is ready to sale and assign by way of sale of an Unit bearing Suite No. 402 on Fourth Floor.
8. All the partners of the said firm have appointed their two partners namely Shri Manish Bansal and Smt. Puja Bansal to perform and to execute all relevant and required deeds by their signatures. Any one of them can do and execute any instrument including this indenture with his/her signatures through deed of power of attorney dated 29/02/2016; which still exists and is enforceable.
9. The Purchaser is fully satisfied with the right, title and interest of the Seller in this respect and the structure already under construction and under construction and other services etc. with common facilities, etc. The Seller has accepted the offer of the Purchaser.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS: -

1. That in pursuance of the offers and acceptances of the parties to this deed and in lump-sale consideration of Rupees /= (Rupees _____) only, half of which is Rupees /= (Rupees _____) only, the Seller hereby transfers, conveys, assigns and sells absolutely and permanently the aforesaid unit bearing No. ____ of _____ Floor, which is properly defined in the annexed Nazri Map by colour Red and letters A. B. C. D., unto Shri_____, the Purchaser under this deed absolutely and permanently to use and to hold and get all benefits as absolute owner and in possession, as he thinks proper without any interruption or hindrances of any person including the Seller, subject to follow the following all terms and conditions.
2. That the Seller had received an amount of Rs. _____/- only as advance against property vide Cheque number _____ dated _____ on Punjab National Bank, Sanjay Place, Agra, which now stands adjusted

against this sale and had also received hereby two Cheque numbers, drawn from Punjab National Bank, Branch Sanjay Place, Agra. Now nothing remains to be received from the Purchaser.

3. That under the settled policy the notional possession of the sold Unit has been delivered by the Seller to the Purchaser on the spot at the time of execution of this sale deed.
4. That the Purchaser now has absolute right, title and interest to get mutate their names in all relevant records as owner in possession, in which the Seller hereby undertakes to give no objection / consent before all competent authorities at all times as and when required by the Purchaser.
5. That the Purchaser will and shall use the sold unit for its permissible use, and will and shall not set up a factory, industry, meat shop, wine shop, bar, a restaurant or alike business nor put any furnace, oven or Bhatti of any type for any purpose whatsoever. Further, the Purchaser shall neither cause any noise, nuisance nor cause any disturbance to the peace and tranquility of the building. No business of any hazardous or explosive / inflammable material or any activity or business specifically prohibited by the A. D. A., Agra Corporation etc. shall be carried out by the Purchaser. Further, the Purchaser hereby specifically agrees and undertakes not to install any machinery or ancillary thereto which may cause noise and / or vibrations, thereby causing disturbances to other occupants of the 'Ram Raghu Palazzo' and to the structure of the Ram 'Ram Raghu Palazzo'; and bind themselves to follow such stipulations / undertaking meticulously failing which they shall, besides removal of such machinery at their own costs and expenses, be liable to pay heavy penalty for violation of such undertaking. If the Purchaser does not obey the rules and regulations written herein, they will be liable to be dispossessed from the sold / given entire property by this deed to them.
6. That there is no exclusive parking for the occupants of 'Ram Raghu Palazzo'. There is one common / shared open parking on front side of 'Ram Raghu Palazzo' for parking of vehicles of 'Ram Raghu Palazzo' only.
7. That the Purchaser shall not be entitled to raise any constructions, whether temporary or permanent, nor shall be allowed to install generators, etc. or cause any other obstruction in the common spaces namely verandahs, corridors, frontage of units and stairs, for any purposes whatsoever, as the said spaces are for common use as specified above.
8. That the Purchaser has specifically agreed not to keep any goods, furniture, showcases, display / sale counters, generators or any other material, for any reason whatsoever on the corridor in front of the sold as the same are meant exclusively for the convenient movement of the customers / visitors to the sold Suite and other units in the said building 'Ram Raghu Palazzo'.
9. That the Purchaser hereby agrees to indemnify the Seller against any loss or damages that the Seller or their other assignees may suffer as a result of non-observance or non-performance of the various covenants and conditions mentioned in this deed.
10. That the Purchaser shall not make any addition or alteration in the structure of the said unit as the said unit has common columns, beams and walls which support the entire structure of the multi-storied building and any alteration or addition would prejudicially affect the entire structure of the said building. In case the Purchaser carries out such changes, which causes damage to the structure, they shall be liable to recompense for such damages, besides paying damages for loss of business etc. to the Seller / other occupants of 'Ram Raghu Palazzo'. The Purchaser shall not be permitted to reduce / increase the depth of the floor or roof or thickness of walls of the sold unit. That the Purchaser is not permitted to dig / excavate / disturb the flooring or the sold as the entire structure is getting support from the roof and floor. Any act of the Purchaser of fiddling / mishandling / digging of the floor or roof of the sold unit or the corridor is bound to weaken the entire structure for which Purchaser alone would be responsible. Only half of the width of the walls towards the east, west and South sides of the so constructed single storied Unit, as shown in the attached may, shall be owned by the Purchaser.
11. That the Purchaser shall keep the said sold property in good and sound condition and would repair it from time to time.
12. That the Purchaser shall keep and maintain in good condition all rain and water pipes, soil pipes, sewer pipes, electric lines, other service lines / systems and distribution boxes etc. of total 'Ram Raghu Palazzo' building with the help of other unit holders by their own collective expenses and permit and allow the same to be maintained and used for the purpose thereof respectively. They are bound to keep security persons on their own expenses for their units and goods etc.
13. That after taking possession of the sold unit_____ at the time of execution of this sale deed, the Purchaser has no right to ask about any repair or any work in their unit or in whole building from the Seller.

14. That the expenses for cleaning, maintenance, lighting and painting of the common spaces in the building like corridors, staircases, electric bills of lifts and its maintenance with lift operating staff etc. shall be borne by the Purchaser and other occupants of Ram Raghu Palazzo . The expenses for painting on the external surfaces of the building, to be incurred at regular intervals, shall be borne collectively by the Purchaser and other occupants of 'Ram Raghu Palazzo'. The Seller shall construct overhead water tanks on the terrace of the high rise building for supply of water to the occupants of 'Ram Raghu Palazzo'. For the said purposes, water lifting / submersible pump shall be installed. The maintenance charges and other running charges, expenses, which include electric consumption, break down charges and salary of the staff shall be collectively borne by the Purchaser and other occupants of 'Ram Raghu Palazzo'.
15. That the Purchaser will permit the Seller and / or its agents at all reasonable times to enter and view the condition of the structure and all pipes, lines, boxes etc., as mentioned above, and to give notice in writing to the Purchaser of any defect or want of repairs and to follow the all terms and conditions as laid down in this instrument and if any defect or want of repairs etc. is found, the Purchaser shall within one English calendar month after the notice for repair, remove the defect and / or make necessary repairs at her own cost and expenses. The Purchaser shall not do or omit to do any act in respect of the structure of the unit covered by these presents, where such act or omission is likely to affect the building prejudicially.
16. That the Purchaser is fully satisfied with the right, title and interest of the Seller in this respect and with the quality and condition of the standing structure with common facilities etc. and it has been specifically agreed by them that the Purchaser shall not dispute the quality nor workmanship or material of sold Unit in question and the claim, If any, shall be deemed to have been waived. The Purchaser shall not have any right to claim any sum from the Seller towards any further construction / modification / improvement etc., made and to be raise by them for their project and convenience or otherwise.
17. That the Purchaser shall not have any right to install their own generator as the vibrations caused by running the generator on RCC slabs, are likely to damage the structure of the building. The Seller shall install a generator of appropriate capacity for providing limited power back-up for the working of lifts in the event of electric failure / power cuts after completion of all units / building of 'Ram Raghu Palazzo'. But after installation of the generator, the Purchaser along with other occupants shall have to maintain it by fueling and repairing and have to manage a man to start or switch it off.
18. That the Purchaser shall obtain their individual electric connection from U. P. Power Corporation at their own costs, after depositing such security and incurring such expenses, as may be required in that regard. The Purchaser would also be at liberty to obtain their telephone connection(s) at their own cost.
19. That at present for construction of the project the Seller has laid electric main line of suitable / prescribed size and in future shall erect a main electric distribution panel and install distribution boxes at suitable places to facilitate handy electric connections. However, if for the purpose of installing air-conditioners, cooling tower, installation of machinery etc. or any process / use which requires a higher load the Purchaser has agreed to lay their own separate electric main line from the main electric distribution panel at their own cost.
20. That for the purposes of managing affairs concerning commonly to Purchaser and other occupants of the building, the Purchaser and other occupants shall form an Association / Committee and shall pay proportionate amounts / charges to it. Until such Association / Committee is formed, all these amounts / charges shall be payable proportionately by the Purchaser / allottees / occupants of 'Ram Raghu Palazzo'. The Seller shall not be responsible for maintenance, supply of water, firefighting arrangements and upkeep of 'Ram Raghu Palazzo'. If the Purchaser fails to pay such maintenance expenses, the Association / Committee / person authorized in this regard by the Seller, shall be liberty to take steps for its realization and would also have liberty to stop any common facility to the Purchaser and / or other occupants, as the case may be.
21. That in order to maintain uniformity and identity of the 'Ram Raghu Palazzo', the Purchaser has agreed not to change the colour scheme / design of the outer walls, the exterior colour scheme of shutters and the colour scheme, design and size of windows / ventilators, etc. or carry out any change in the exterior elevation or design. In the event of violation of these covenants, the Purchaser shall be liable to pay the cost along with damages for restoration of the original colour / shape / design of the building / part of the building.
22. That the Purchaser shall not put up any name or sign board, neon lights, publicity or advertisement material etc. on the external façade of the building or anywhere on the exterior of the building or common areas except at the specific space provided for putting the sign board / neon light just in front of the shutters of the sold unit.

23. That the tenants, occupants, transferees of the said unit, all shall be bound by the covenants of the present indenture / sale deed.
24. That all arrears of taxes, charges, etc., if any, in respect of the sold unit up till now, shall be paid by the Seller and thereafter shall be paid by the Purchaser. The Purchaser shall pay all rates, levies, taxes and other charges, as the case may be, payable in future in respect of the sold unit to the Local Authorities, Agra Nagar Nigam, Water Works, or any other government department etc. After completion of the project and hand over the sold unit to the Purchaser, the Seller shall have no liability towards the same; till date the Seller shall be responsible to pay to the concerning departments.
25. That the Seller hereby agrees to keep indemnified the Purchaser from and against all losses, damages, costs or expenses, which Purchaser may sustain or incur by reason of any claim made by anybody who so ever to the said sold Unit due to defect in title and covenant and undertake to make good any loss caused to the Purchaser including refund of the sale consideration with costs, losses, expenses and interest etc. to the Purchaser.
26. That the Seller has handed over photo state copy of the sanctioned map and the photo state copies of the following deeds in respect of the property before agreeing to sale of the said Unit to the Purchaser to check the title of the Seller.

<u>Deed:</u>	<u>Executed by:</u>	<u>Date of exe:</u>	<u>Date of</u> <u>registry:</u>	<u>Book</u> <u>No.:</u>	<u>Volume</u> <u>No.:</u>	<u>Page</u> <u>from:</u>	<u>Page</u> <u>to:</u>	<u>Number:</u>
Sale	Shiv Narain Sarin & others	02/05/2014	07/05/2014	1	8801	187	218	2024
Sale	Shiv Narain Sarin & others	07/05/2014	04/06/2014	1	8837	205	244	2524
Exchange	Davi Sarin & other	19/08/2014	20/08/2014	1	8951	175	206	4129

27. That all the expenses of this sale deed including stamp duty, registration fees etc. shall be borne by the Purchaser of this deed. This sale deed shall remain possession of the Purchaser and its photo state copy has given to the Seller for records and legal purposes.
28. That aforementioned partnership firm known as 'Ram Raghu Buildwell' consists of only three Partners namely- (1) Smt. Manjulika Bansal wife of late Shri Suresh Nath Bansal, (2) Shri Manish Bansal son of late Shri Suresh Nath Bansal and (3) Smt. Puja Bansal wife of late Shri Vivek Bansal all resident of Flats No. 601-602, Hill House Apartments, Suresh Plaza, M. G. Road, Agra vide deed of first and last partnership deed dated 21/05/2015. The partners of the said firm have acquired the said property in piecemeals for and on behalf of the said partnership firm with the funds of the partnership firm through above mentioned three registered deeds. All the partners, namely Shri Manish Bansal and late Shri Vivek Bansal and thereafter her successor in interest his wife Smt. Puja Bansal have no rights in the above property in their individual capacities or otherwise. The land and building so existing and under construction absolutely belongs to afore named partnership firm Ram Raghu Buildwell. Shri Manish Bansal and Smt. Puja Bansal, as partners of the afore named partnership firm Ram Raghu Buildwell, have absolute right, power and authority to sell and dispose of the units of the said Ram Raghu Palazzo. The entire sale proceeds have been received in the accounts of the said partnership firm Ram Raghu Buildwell.
29. That the partners of the seller firm have appointed Shri Sanjay Kulshreshtha son of Shri M. L. Kulshreshtha resident of 21, Shankar Colony, Tehsil Road, Agra – 282010 as their special power of attorney with power of authentication through a deed of general power of attorney with authentication power executed on 06/04/2016 which was duly registered on 16/06/2016 as document No. 10 in volume No. 46 of book 6 at pages 353 to 364 at the Unit of the Sub Registrar 1st of Agra Sadar, 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.
30. For the purposes of stamp duty to the Rule Number 4 of U. P. Stamp Rules, 1997 read with Section 27 of the Indian Stamp Act, 1899, as applicable in Uttar Pradesh, the Collector of Agra has declared the rate for Unit in multistoried complex on Ground Floor is Rupees 1,04,000/= per square meter. For property on _____ Floor the rate applicable is ____% of Ground Floor i.e. Rupees /= per square meter. According to the same, market value of the sold Unit comes to Rupees /= or to say Rupees /= only for stamp purposes. The Purchaser has paid lump sum stamp duty worth of Rupees /= only at the rate of 5+2=7% on the consideration value of Rupees /= only,

according to the provisions of Section 2(10) read with charging Article 23(a) of Schedule 1B of the aforesaid Stamp Act.

31. That Income Tax Permanent Numbers of both the parties as under: -

- Seller: Ram Raghu Buildwell: AAJFR4302D
- Purchaser::

32. Schedule 'A':

The details of the sold unit: -

An Unit bearing No. ____ on ____ Floor situated at Ram Raghu Palazzo, Church Road, Hari Parwat Ward, Agra as shown by colour Red and letters A.B.C.D. in the annexed map.

Details of Area: Total Covered Area of Unit is ____ Square Meters (____ Square Feet);

Detail of measurements and boundaries of sold Unit:

Sides:	Measurements:	Boundaries:
East:		
West:		
North:		
South:		

IN WITNESS WHEREOF both the parties to this sale deed have put their respective signatures and thumb impressions with their pass port size photographs in due execution of this sale deed with their kind acceptances, free will and without any influences of any kind in due presence of the following witnesses who also put their respective signatures in the presence of the executants of this sale deed at the same time and place on this ... day of ___, 2017 at Agra. Only draft of this sale deed prepared by Advocate Shri Raahul Kaushal, Sadar Tehsil, Agra as per given instructions of the parties to this deed with their satisfaction.

Signed and delivered by the Seller:

Signed and received by the Purchaser:

.....

(Manish Bansal, as auth. Partner & Signatory of
M/s Ram Raghu Buildwell)

Witness:

1. Shri
Son of Shri
Resident of.....
.....

.....

(.....)

Witness:

2. Shri
Son of Shri
Resident of.....
.....