

SALE DEED

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|-----|--------------------------------|---|------------------|
| 1. | Nature of Land | : | Residential |
| 2. | Ward/Pargana | : | Pargana Athagava |
| 3. | Mohalla/ Mauza | : | Mauza Harahua |
| 4. | Detail of Property | : | Flat No. |
| 5. | Unit of Measurement | : | Square Meter |
| 6. | Situation of Road | : | Road |
| 7. | More Details | : | N.A. |
| 8. | Type of Property | : | Residential |
| 9. | Condition | : | Finished |
| | (Finished/semi-finished/other) | | |
| 10. | Year of Construction | : | |
| 11. | Membership of society | : | N.A. |
| 12. | Carpet area hereby sold | : | |
| 13. | Proportionate land area | : | |
| 14. | Sale consideration | : | Rs. |
| 15. | Govt. Valuation | : | Rs. |
| 16. | Stamp paid | : | Rs. |

17. Boundary of Flat hereby sold:

- East :
West :
North :
South :

18. Number of Seller- **(01)** Number of Purchaser- **(....)**
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This Sale Deed is being executed on between **AWADH BUILDCON**, a proprietorship firm having its registered office at S-1/77 B, Chuppepur, Varanasi (U.P) (PAN-AKFPR8435H) through its sole Proprietor **Sushil Kumar Rai** S/o Ashok Kumar Rai R/o House No. S-1/77 B, Chuppepur, Varanasi, Mobile No. 7379217000, the VENDOR/First party, hereinafter referred to as the **FIRST PARTY**, which term unless repugnant to the context shall always include its, heirs, legal, representatives, successor in office and assigns on the ONE PART.

AND

MR.(PAN-....., Occupation-Service, Mob. No.) S/oR/o, the vendees, hereinafter referred to as the VENDEES/ PURCHASERS/ **SECOND PARTY**, which term unless repugnant to the context shall always include his/her/their heirs, legal representatives and assigns on the OTHER PART.

WHEREAS Arazi No. 14, 21 area sq.mtr, situated at Mauza Harahua, Pargana Athagava, Tehsil Pindra, Distt. Varanasi is jointly owned and possessed by Their name is entered in Revenue records as absolute owner of the property. Further to develop the said land for HOUSING PURPOSES, they entered into developer agreement with first party/ developer on, which is regd. in Book No., Vol. No. pages being doc. no. dated in the office of S.R. Pindra, Varanasi, by which landowners authorized the developer to develop the said property as per their desire.

AND WHEREAS the entire land with boundary wall and project of the first party is approved by VDA on total area sq.mtr.

AND WHEREAS to raise a multi storied residential cum Commercial complex/ apartment over the said land, first party has obtained final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from Varanasi Development Authority vide Approval dated bearing Letter No.....

AND WHEREAS the construction of a multistoried Residential complex has been raised over the aforesaid land in the name of "AWADH PARADISE PHASE 3" by the First Party according to layout plan approved by Varanasi Development Authority and it has been agreed that the developer i.e. first party will get the% built up area out of total construction with saleable right.

AND WHEREAS the second party is ready to purchase one **Flat No. on floor** in the above apartment

as detailed and described in the schedule given in the last of this sale deed and shown in the map annexed herewith, has been allotted to the share of the First party/ Vendor in view of Memorandum of Understanding dated executed between the First party and the Land Owners and in pursuance of said Memorandum of Understanding the first party/ company is entitled to sell and alienate the said Flat as absolute owner independently.

AND WHEREAS the second party, has inspected the aforesaid Flat and the document of title relating to the aforesaid Flat and has become fully satisfied with the construction, measurement and ownership and right to transfer of first party and after being satisfied they are ready to purchase the aforesaid Flat and has offered **Rs./- (..... Only)** as sale consideration, excluding service charges and GST and including common facilities, which is in accordance with the present market value of the Flat which was accepted by the first party.

Now the first party, in its good state of mind and with its free consent and without any undue pressure or coercion, hereby execute this sale deed in favour of the second party before the witnesses and parties to this deed bind themselves and their legal representatives and assignees by the following terms and conditions:

- 01- That the total sale consideration of **Rs./- (..... Only)** has been paid by vendee to vendor on different dates, as detailed in MEMO OF CONSIDERATION given in the last, payment of which is being acknowledged by the first party and nothing is left to be paid by the vendee and the vendor or its successor in interest or assign shall not claim or demand in future any sum as sale consideration from the second party and any such claim or demand, if made, shall be illegal.
- 02- That the vendee/ second party have been put in the actual possession over the Flat sold hereby and the second party is and shall always be entitled to use, occupy, hold and enjoy the said Flat as absolute owner according to his/her/their choice.
- 03- That the second party/ vendee is/are and shall be entitled to get his/her/their name/s mutated as owner over the aforesaid Flat in the Govt. record.
- 04- That the vendee has been fully satisfied with the construction, finishing, area (Super Built-up area, built-up area may vary $\pm 5\%$), and material used in the construction of the aforesaid Flat and title and right of sale of the first party etc, and in future the second party shall not complain or claim any damages or compensation in respect of the Flat sold to them from the first party and in case if the second party will claim or complain in future, the same shall always be illegal and not enforceable.
- 05- That the Flat sold hereby is free from all charges, liens and encumbrances and it has not been mortgaged and given in security and no agreement to sell has been executed in favour of any other person and no money either in cash or in kind has been received by the first party from any other person towards earnest money, the Flat sold hereby is free from all charges and is being sold as free from all charges and defects.
- 06- That it is further declared that common passages, staircases, ventilation, water tanks, lobbies, septic tank, sewer water and electric fittings and boundary wall excluding both basements and terrace shall be common amongst the second party and other owner or occupier of the other Flats in the apartment.
- 07- That it is further declared that the space provided for car / vehicle parking in both the basements of the existing apartment shall not be included in the common area but the vendee is and shall be entitled to use the area for parking which shall specifically be allotted/ or permitted by the vendor and the vendee shall use the specified area for car parking which shall not be closed at any time and the vendee are and shall always be entitled to get the allotment for specific area for parking from the vendor.
- 08- That it is hereby declared and agreed that vendee shall not:
 - Use the Flat sold hereby for any other purpose than that of residential purpose.
 - Occupy, interfere, hinder, obstruct or keep or store any goods, furniture etc. in common area staircase and entrance.
 - Use the Flat/apartment for any illegal or immoral purpose or against public policy or in any manner causes

any nuisance in the complex.

- Store in the said Flat any goods of hazardous or combustible nature or which are so heavy as to affect the premises or structure of complex.
- Do or permit to be done any act in the said apartments which may cause or tend to cause any damage to any floor or ceiling of the apartment or of any other portion over or below the said apartment or on the adjacent to the said apartment or in any manner interfere with the use and Right and enjoyment thereof any open space /passage of amenities available for common use.
- Close or permit the closing of verandahs or lounges or balconies and common passage and shall also not alter or permit any alteration in the elevation and outside collar scheme or the expose wall of the verandahs, lounge or any external doors and windows of the complex.
- Make in the said apartment any structural alternation, additions or improvement except with the prior approval in writing of the vendor or of the society of the apartment formed for the purpose of maintenance of the Complex.
- Claim any right whatsoever over the parking space unless specifically allotted them and shall use the same after allotment as parking space only for parking of vehicles and for no other purpose whatsoever.
- Commit any act, which may disfigure or cause any nuisance i.e. keep any animal poultry in the Flat or throw rubbish in the common area.

09- The purchaser/s further undertake/s to:

- Keep the common area and compound of said premises neat and clean and in proper conditions.
- Maintain on his own cost the Flat in good condition, state and order and shall abide by all laws, byelaws, rules and regulation of the Government, Varanasi Development Authority or any other authority or local body.
- Keep the building walls and partition walls and other fittings and fixture and appurtenance hereto in good working and good tenable repair and conditions and in particular so as to support and protect the premises as a whole.
- Permit the vendor or their representative when it is and its surveyors and agents with or without workman at all reasonable time to enter into the apartment and to examine the state and conditions thereof and shall be liable to make good all such defects and wants of repair to fix of which notice in writing shall be given to it.
- Get the Flat purchased separately numbered and assessed by Nagar Nigam, Varanasi and get his name mutated in the records of Nagar Nigam and other local authorities and pay all taxes levies and charges payable by owner till separate assessment of said Flat is not made, the purchaser shall be liable to pay all taxes and charges in proportion to area of construction of the said Flat with the total constructed area of the apartment.
- Have its own electricity connection, telephone connection and pay for all such charges.
- To pay electric connection charges and necessary electric works like transformers, bus bar, meter box etc. for electric connection expenses in their own names.
- Observe all the rules and bye laws of Nagar Nigam and local authorities and shall not do or allow to be done anything to the said unit or said building or said premises which may be against the rules and bye-laws, of Nagar Nigam or corporation or any other local authority, and the purchaser shall be responsible to Nagar Nigam or any other such local authority for the acts and deeds done in connection with the Flat sold hereby or said building of the said premises and shall always keep the vendor, indemnified against all losses, payment which the Vendor may suffer or may have to pay on account of purchaser in violation of any such rule at any time in future.

- 10- That on failure of the purchaser to observe the covenants or acts to be performed by her or in case of default of payment of any tax or charges, the First Party may withdraw all or any of the amenities and common facilities provided to the purchaser till such breach or disobediences committed by the second party is restored or such dues are paid and cleared by the second party.
- 11- That it is further agreed between the parties that the vendor, as permitted by Varanasi Development Authority, shall have a right to raise multi-storied building / or any construction over the adjacent land to the demised complex, which shall be the sole property of the vendor who shall always be entitled to dispose off the same or any part thereof in any manner the vendor choose and the first party shall have all right to link this demised complex with the complex to be constructed or raised in future over the adjacent land and the second party shall have no objection of whatsoever for the same.
- 12- That the vendor, as permitted by Varanasi Development Authority, shall have a right to raise stories or put up further additional structure in the premises over the un-allotted areas of exclusive vehicles parking, which shall be the sole property of the vendor who shall be always entitled to dispose off the same or any part thereof in any manner the vendor choose. The terrace or roof of the building shall be property of the vendor and the vendor shall be entitled to connect electricity, water, sanitary and drainage, fitting cable, telephone connection and other connections like cables, gas, fire fighting etc. to the additional structures with the connection for the time being existing and said additional structure shall be entitled to all benefits, advantages easements and facilities as the other part of the said premises of building for the time being shall have. The first party shall also be free to utilize in such manner as the vendor may deem fit the un-allotted area of car parking and the area of decreased proportionate land shall not be claimed by the second party or their assignee or transferee or legal heirs.
- 13- That it is further declared that in case, any society or association by the owners or occupiers of the other Flats in the apartment shall be formed to which the second party shall be its members and the second party shall obey and abide by the rules of such society or association and the first party shall not be answerable or bound by any decision taken or rules framed by such society or association and any provisions or rules made or framed or decision taken or resolution passed by such society or association against or in contravention of this deed shall be null and void and shall not be enforceable against the vendor or its heirs or representatives.
- 14- That the owner or the society formed by the vendee or occupiers of the different Flats in the apartment shall maintain amenities of security guards, maintenance of flower plants, light (excluding electric bill), generator, CCTV Camera, daily cleaning of stairs/ passages etc. and the vendee has paid total maintenance charges' before the execution of this sale deed in this regard, subject to modification in future.
- 15- That all the expenses in execution of this sale deed and its registration including legal and miscellaneous expenses have been borne by the purchaser.
- 16- That the right of the purchaser shall be transferable and heritable. However, the transferee or legal representative of the purchaser shall be bound by the covenants herein contained to be observed by purchaser.
- 17- That the common facilities is subject to modification and demarcation in future according to the norms prescribed by or rules framed by Central or State Govt. or any local bodies.
- 18- That the Flat hereby sold is purchased for residential use.

SCHEDULE

Flat No..... Floor having a Carpet area **sq.mtr.**, the built-up area of the flat and Balcony area of the Flat**sq.mtr.**, in "AWADH PARADISE PHASE 3" situated on S.M. Plot No. Mauza Harahua, Pargana Athagava, Tehsil Pindra, Distt. Varanasi with all common facilities with proportionate undivided underneath land which is residential Flat and is not situated on any marked road, is being sold without reserving

any right of ownership which is shown in the map annexed attached with this deed, bounded by:

East :

West :

North :

South :

Note: The building / apartment in which the Flat being sold is situated is a B+G+11 storied Residential building and the total area of the land of the apartment is sq. mtr., the Carpet area of the Flat, hereby sold is **sq.mtr** and accordingly the value of Flat on buildup area @ Per Sq.mtr. comes to **Rs.** , Total Valuation **Rs.**/- (As detailed on page 59 Sr. No. 428 of Govt. Rate List), which is less than actual sale consideration **Rs.**/-, hence stamp duty of Rs...../- @ 7% is being paid by the vendee/s vide E-stamp no. IN----- dated -----.

That the Parties to this Deed are Indian Nationals & first party is not related to any schedule caste/tribes.

IN WITNESS WHEREOF, the parties to this deed have gone through the contents of this deed and have understood and now they sign and execute this sale deed before the witnesses.

MEMO OF CONSIDERATION

[illegible]

WITNESSES:-

1- Name:

Father's Name:

Address:

Occupation:

Mob. No.:

2- Name:

Father's Name:

Address:

Occupation:

Mob. No.:

Drafted By:-

Devesh Abhay, Adv.

Civil Court, Varanasi.

Typed by:

Osho Computer,

Coll. court Varanasi

FLAT LAYOUT