

SALE DEED

1. Nature of Deed : Sale Deed
2. Nature of Land : Residential
3. Ward/Pargana : Pargana Shivpur
4. MOhalla/ Mauza : Dandupur (Danupur)
5. **Description of Property** : Residential Apartment Bearing Flat No. -----, on ----- floor Super Built up area ----- Sq. mtr. in TIRUPATI PARADISE situated over part of land bearing settlement plot no. 581 Mauza Dandupur (Danupur), Pargana Shivpur, Tehsil & Distt. Varanasi.
4. Detail of Property : **Flat No. ----- floor,**
5. Unit of Measurement : Square Meter
6. Type of property : Residential Apartment
7. Other description : Residential Apartment in a multistoried
8. Total Land Area of Premises : _____ sq. mtr.
9. Total Covered Area : _____ Sq. mtr.
10. Area of proportionate Land : _____ **Meters.**
11. Covered Area here by sold : _____ **Sq. mtr.** Super built up area.
12. Structure : B+G+12 storied RCC framed structure
13. Trees : X
14. Boring etc. : X
15. Year of Construction : New
16. Whether a housing society : No
17. Valuation : Rs. _____
18. Sale Consideration : Rs. _____
19. Stamp Payable : Rs. _____
21. Boundary of Flat-
 - East - _____
 - West - _____
 - North - _____
 - South - _____

This deed of sale executed at Varanasi on _____ **day of** _____ **2021.**

BETWEEN

M/S TIRUPATI BUILDERS & DEVELOPERS (PAN-AAKFT2974J) a partnership firm constituted under the partnership act regd. office at C.27/274-A-A1, Jaisingh Building, Office No.101, First Floor, Maldahiya, Varanasi through its partners Sanjeev Kumar Agrawal and Sanjay Kumar Agrawal Ss/o Bishambhar Prasad Agrawal R/o House No. S.30/42-4, New Jal Nigam Colony, Kadipur, Shivpur, Varanasi and Pankaj Kumar Singh S/o Vikrama Singh and Priyanka Singh W/o Pankaj Kumar Singh both R/o Village & Post Khanpur, Distt. Ghazipur, at Present Plot No. 13A, Raj Rajeshwari Nagar Colony, Gilat Bazar, Distt. Varanasi and Shashi Kumar Singh and Vinay Kumar Singh Ss/o Satendra Kumar Singh R/o 2/104 Andheri, Kurla, Andheri East, Mumbai (Maharashtra) hereinafter called the developer through their constituted attorney **Ram Shankar Singh** S/o Sri Sarnath Singh R/o M.32, VDA Colony, Shivpur, Varanasi (Power of Attorney dated 25-02-2016, regd. in Book No. 4, Vol. No. 117 pages 61/92 being doc. no. 30 dated 25-02-2016) hereinafter referred to as the landowners/ Developer (which term unless repugnant to the context includes their heirs, legal representative, executors, administrators and assigns) hereinafter collectively called the Vendors **FIRST PARTY.** (Mob. No.9838201919)

AND

No. _____) S/o _____ (PAN- _____, Occupation _____ Mb.
_____, hereinafter referred to as the
"PURCHASER", which terms unless repugnant to the context shall include her heirs, legal representatives, executors, administrators and assigns of the SECOND PART.

Whereas, landowners Sanjeev Kumar Agrawal and Sanjay Kumar Agrawal Ss/o Bishambhar Prasad Agrawal R/o House No. S.30/42-4, New Jal Nigam Colony, Kadipur, Shivpur, Varanasi and Pankaj Kumar Singh S/o Vikrama Singh and Priyanka Singh W/o Pankaj Kumar Singh both R/o Village & Post Khanpur, Distt. Ghazipur, at Present Plot No. 13A, Raj Rajeshwari Nagar Colony, Gilat Bazar, Distt.

Varanasi and Shashi Kumar Singh and Vinay Kumar Singh Ss/o Satendra Kumar Singh R/o 2/104 Andheri, Kurla, Andheri East, Mumbai (Maharashtra), is the absolute owner of the property bearing settlement plot no. 581 & 582 area ----- situated at Mauza Dandupur (Danupur), Pargana Shivpur, Tehsil & Distt. Varanasi which was purchased by previous owners Rajesh Agrawal and Sanjeev Agrawal Ss/o Late Kailash Nath Agrawal R/o House No. D.60/37, Mohalla Chhoti Gaibi, Ward Dashashwamedh, City Varanasi vide two registered sale deeds, first is Sale deed dated 03-05-2011 registered in the office of the sub registrar 4th, Varanasi in Bahi no. 1, Zild no. 4696 on pages 297 /444 being Doc. no. 2189 and second is Sale deed dated 03-05-2011 registered in the office of the sub registrar 4th, Varanasi in Bahi no. 1, Zild no. 4700 on pages 367 /418 being Doc. no. 2245 and name of aforesaid purchasers/ landowner has been mutated as owner in revenue records.

AND WHEREAS the vendor got a development plan prepared for the said premises for construction of a multi storied building & accordingly got a plan B+G+12 stories (floors) and that the said development plan was approved vide letter no. ----- dated ----- Varanasi Vikas Kshetra, Anumati Patra of Varanasi Vikas Pradhikaran and thereafter, the development work has been taken in right earnest. The entire said building has been named by the Vendor as TIRUPATI PARADISE.

AND WHEREAS the purchaser hereinabove named after inspection and perusal of the various orders and permissions with full notice of the terms conditions and provisions contained in documents mentioned hereinabove and otherwise satisfying his/herself about the right and interest of the Vendor over the said premises and the quality and workmanship of the construction of TIRUPATI PARADISE, approached he Vendor for purchase of one residential apartment bearing Flat No. _____ on _____ **floor** along with right to use one car parking space in TIRUPATI PARADISE as exclusive car parking space in _____ **AREA**.

AND WHEREAS now the purchaser have paid to the Vendor the agreed sale consideration in full and requested the Vendor to execute the sale deed of the apartment.

NOW THIS DEED WITNESS AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. **Rs.** _____ as per memo of consideration. Now no part of sale consideration is due. Detailed in the memo of consideration attached hereto, the receipt of which the vendor hereby acknowledges, the vendor as owner hereby transfers by way of sale ALL THAT residential apartment having _____ **Sq. mtr. (_____ Sq. feet)** of Super Built up area bearing **Flat No. _____ on _____ floor** (hereinafter referred as said apartment) as fully described in schedule-1 hereto annexed, To HOLD the same to the Purchaser as absolute owner along with irrevocable, absolute and exclusive right to use one car parking space in TIRUPATI PARADISE as exclusive car parking space and the right to reasonable use of common area and common facilities in TIRUPATI PARADISE Which are for common beneficial use by the apartment owners, occupants and visitors. The said apartment and the said parking space, for the sake of convenience, herein after together referred to as "the said property".
2. That the Vendor hereby declares that the said premises and the said property is free from all kinds of claims, charges and encumbrances.
3. That the Vendor agrees that it has provided or shall provide the common area and common facilities in TIRUPATI PARADISE and that such common area and common up in the apartment and the common area, approach road to the building and also within the compels, laid out garden, intercom system to each apartment, necessary fire fighting equipment and installations, provision of light in the common areas, lift provision and security of the apartment.
4. That the purchaser at the time of taking possession of the said apartment has inspected and otherwise satisfied his/herself about the right and interest of the vendor over TIRUPATI PARADISE and the quality and workmanship of the construction of the said apartment and TIRUPATI PARADISE and that the purchaser aggress and undertakes not to make any claim, objections, contentions of any part thereof or any item of work or in respect of anything connected with the same including quality of work, materials used, installations additions or alterations, common facilities etc. and the same, if made, shall be treated and deemed to have been extinguished and waived.

5. That safe and expect in respect of the said property hereby acquired by the purchaser and the right of the purchaser to use the common areas and common facilities along with other apartment holders, occupants and visitors, the purchasers shall have no claim, right, title or interest of any nature or kind whatsoever or in respect of all or any open or other spaces which shall remain the property of the vendor. The purchaser shall not have parking right in any area except at the said car parking space allotted to the purchaser by the vendor.
6. That the purchaser agrees that the apartment owner of TIRUPATI PARADISE may form separate society or company and an Apex Body Which shall have power to ensure that there is coordination among each such society or company and that they function properly and TIRUPATI PARADISE as a whole is being properly maintained.
7. That the purchaser agrees and binds his/ herself to pay, in advance, maintenance charges which shall include charges towards the maintenance of common area and common facilities, maintenance, upgradation and replacement of equipment, installations etc. in respect of common area and common facilities. The said maintenance charges shall be paid by the purchaser on a monthly basis by 7th day of each calendar month to the said society or company and until such society or company is formed, to the vendor. The maintenance charges shall be payable with effect from the 1st day of the month which the possession of the apartment is taken. The maintenance charges shall be at such rate as may be proportionate to its Super Built up area against the maintenance of common area and common facilities.
8. That the purchaser agrees and binds herself to pay the maintenance charges to the said society or company and until such society or company is formed, to the deposit an amount equivalent to 12 months or maintenance charges as interest free deposit and further agree to pay proportionate amount towards deposit/security/any other charges as may be required to be collectively paid to any such authority like Jal Nigam, Vidyut Nigam, Nagar Nigam or any such authority or body etc. The vendor undertakes to transfer any amount, as any amount, as may remain balance, to the said society or company on its formation.
9. That the purchaser agrees that the proportionate liability of each apartment holder towards maintenance charges including charges towards running of diesel generator the common area or in each apartment or for any deposit or tax payable to any authority as determined by a CA appointed by the said society or company and until such society or company is formed, by the vendor shall be final and binding and that the purchaser further agrees that the account of expenses from maintenance charges as audited and certified by such CA shall be final and binding.
10. That the purchaser agrees that so long as the said property including the said apartment and the said car parking space is not separately assessed for the Municipal and any other taxes, the purchaser shall pay proportionate share of the Municipal taxes, house tax, water tax or any other taxes assessed on the TIRUPATI PARADISE to the said society or company and until such society or company is formed, to the Vendor, on demand, within a period of 15 days. Such demand shall be made by way of issue of notice to the purchaser and the same shall be conclusive, final and binding upon the purchaser.
11. That in case of any delay or default in making the maintenance charges the purchaser agrees to pay to the said society or company and until such society or company is formed, to the Vendor, in addition to the maintenance charges, interest @ 18% per annum on the maintenance charges from the date the maintenance charge becomes due and payable to the date of payment.
12. It is hereby agreed between the parties hereto that if the purchaser neglects, commit default or fail for any reason, whatsoever, to pay the maintenance charges by the respective due date to the said society or company and until such society or company is formed, to the vendor, then all such dues shall be first charge on the apartment.
13. That the purchaser agrees that all cost, charges and incidental expenses for execution of this sale deed and other writing or writings to be made in pursuance thereof including stamp duty, registration charges and legal charges including lawyer's fees thereof shall be born by the purchaser alone.
14. That the purchaser has requested to the vendor for not to recover gst and/or purchase tax on the date of taking of possession of the said apartment or at the time of execution of this deed as the levy of such taxes on sale of apartment is disputed and challenged by third parties in

different courts and final order in such disputes deciding the legality of the liability to pay such taxes is not yet passed and which the vendor has agreed subject to purchaser agreeing to bear and pay the liability as many finally arise and the purchaser indemnifying the vendor in the following manner:

(i) The purchaser has agreed that if due to any legal interpretation or amendment in the existing law or enactment of any law, any gst and or purchase tax relating to construction and sale of the said apartment is levied or payable or recovered from the vendor, then the same shall be borne and paid by the purchaser forthwith or within the time frame stipulated for such payment.

(ii) The purchaser have agreed that in case any demand or notice is received by the vendor from the competent authority Is respect of payment gst or purchase tax for the said apartment then the same shall be borne and paid by the purchaser within the time frame stipulated for such payment without any demur or delay and the purchaser have agreed to indemnify the vendor against all costs, charges, damages, interest, penalty and expenses of any nature the vendor may incur or suffer on account of failure on the part of the purchaser to comply with the obligation to pay gst or purchase tax.

(iii) The purchaser hereby agrees that if he/she neglect, commit default or fail for any reason, Whatsoever, to pay any such tax or due and payable by the purchaser under the terms and condition of this deed all such tax and dues shall be first charges on the apartment.

15. That since the said apartment is part of a multi storied building, for the benefit of all the Property holders, the purchaser hereby agrees and undertake that he/she SHALL NOT:-

- I. Use the said apartment for any purpose other than for residential purposes.
- II. Occupy, interfere, hinder of keep and store any goods, furniture etc. in the common areas:
- III. Throw dirt, rubbish, rags or refuse or permit the same to be thrown or accumulated anywhere in the common area or place earmarked for such waste;
- IV. Use the apartment for any illegal or immoral purposes or in any manner which may be a nuisance or annoyance or cause of such nuisance or annoyance to the occupiers of other apartment in the building complex;
- V. Do or permit to be done any act or thing which may render void or violable any insurance of any part of the said complex or cause any extra premium to be payable in respect thereof.
- VI. Store in the said apartment any goods of hazardous or combustible nature or which are so heavy as to affect the complex or structure of the complex.
- VII. Do or suffer anything to be done in or about the said apartment which may cause or tend to cause any damage to any floor, ceiling of the said apartment or any other portion over and below of the said apartment or on the structure adjacent to the said apartment or in any manner interfere with the use and rights and enjoyment thereof or of the common area and common facilities.
- VIII. Close or permit the closing of veranda or balconies and common passage.
- IX. Alter or permit any alteration in the colour scheme of the outside of the said apartment or exposed wall of the veranda, lounge or any external doors and windows of the complex, nor paste any. bills, advertisement, poster, notices, cuttings etc.
- X. At any time demolish or cause to be demolished, divide or sub-divide the said apartment or any part thereof.
- XI. Make any structural alterations or any alteration in the said apartment leading to shifting of any wall, doors, windows, etc. without the prior written consent of the said society or company and until such society or company or association is formed, of the vendor except installation of fixtures fittings and lights without any consent from anyone and the purchaser further agree not to cause any damage to the building including other apartment and common area and common facilities in TIRUPATI PARADISE and pay damage is caused to the building including other apartment and common area and common facilities and/or to an person in the course of such installation of any fixtures, fittings, lights equipments, cables, etc. by the purchase or her/his agents.
- XII. Use the said parking space for any purpose other than for parking of his vehicle only and shall not transfer the said parking space to any other person for parking of vehicle or for any other purposes, independent of the flat.
- XIII. Construct or raise any immoveable or moveable structure in the said parking space.

XIV. Do, permit or commit contrary or any provision made by or under any statute or law for the time being in force or any regulation made by the said society or company and until such society or company is formed, by the vendor or any other agency as may be appointed for the management and upkeep of TIRUPATI PARADISE.

16. The purchaser hereby agrees with the vendor and undertake as follows:-

- I. To maintain his/her own cost the said apartment in good condition so as to preserve the reputation of the Government, Varanasi as well as the rules and byelaws framed by the said society or company and until such society or company is formed, by the vendor.
- II. To carry out, at its own expense, such repair or renovation work inside the said apartment as may be essential for proper upkeep and maintenance of the said apartment keeping in view the high standard of the TIRUPATI PARADISE and that in default thereof, the said society or company and until such society or company or association is formed the vendor shall, after giving a notice to the purchaser, be entitled to carry out such repair or renovation and to recover the costs, charges and expenses thereof from the purchaser hereinabove.
- III. Keep the common areas neat and clean and in proper condition and free any obstructions.
- IV. Keep the building walls and partition walls and other fittings and fixtures and appurtenances thereto. In good working condition and in good tenantable repair and conditions and in particular the support structure and protect the building as a whole.
- V. Permit the representatives of the said society or company and until such society or company is formed, representative of the vendor and its surveyors and agents with or without workmen at all reasonable times to enter into the said apartment and to examine the state and condition thereof.
- VI. Permit at all reasonable times the workers/ laborers/ supervisors appointed by the said society or company and until such society or company is formed, by the vendor to enter in the said apartment for inspection and fixtures comprising the common area and common facility and not to create any obstruction in the work of such workers/laborers/supervisors.
- VII. Get the said apartment separately numbered and assessed by Nagar Nigam, Varanasi and get her/his name mutated in the records of Nagar Nigam, Varanasi and other local authorities and pay all taxes, levies and charges payable by the owner and/or occupier. Till separate assessment of each apartment is not made, the purchaser shall be liable to pay proportionately all the taxes and charges to the said society or company and until Such society or company is formed, to the vendor for making the payment to the authorities concerned.
- VIII. Have its own electricity and telephone connection and shall pay for all such charges.
- IX. Observe all the rules and by-laws of Nagar Nigam, local authorities, or any other law or regulation for the time being in force or the rules and regulation made by the said society or company and until such society or company or association is formed, by any other agency as may be appointed for the management and upkeep of TIRUPATI PARADISE.
- X. Be responsible to Nagar Nigam or any other authority for anything done in connection with said building complex and shall also keep the said society or company and until such society or company is formed, to the vendor indemnified against all losses, payments which the said society or company or company or the vendor may have to pay on account of any violation made by the purchaser of any law or regulation of any authority at any time in future.
- XI. Sign all necessary documents required for the purpose of formation and/ or registration of the said society or company and for becoming its member and also such papers as may be required to be filled to any authority.

17. The vendor has informed the purchaser and the purchaser hereby agrees that the vendor may develop the said premises by creating such facilities and amenities which are not part of the common facilities and may also develop the said premises along with other purchaser hereby declares and confirms with vendor as under:-

- I. The vendor shall be entitled to grant any right of way or license or any right through, over or under the said premises to any person or party as the vendor may desire or deem fit.
- II. The vendor will be entitled to utilize the open area for the purpose of construction of structure or structures as may be permissible in the law and may utilize and construct any structure including any recreation centre health club etc. restricting the rights of use, enjoyment, occupation etc. thereto as the vendor may desire or deem fit in their absolute discretion. It is agreed between the parties hereto that the purchaser, if interested, in any

such facility of the recreation centre, health club etc. shall be entitled to use the said recreation centre, health club etc. as the case may be only after payment to the vendor such amount including periodical charges, deposits and entrance fee and consideration as may be fixed by the vendor from time to time in that behalf. It is further agreed between the parties that such recreation centre, health club etc. shall not be forming part of the common area and common facilities under this deed.

- III. It is agree between the parties that the vendor shall, at all times be the owner of the roof of all the buildings in TIRUPATI PARADISE and shall have exclusive right and be entitled to raise further stores or any Structure and exploit the same in any manner. The purchaser shall not be entitled to raise any objection in such work. It is reiterated for the sake of clarity that the roof of any building or structure in TIRUPATI PARADISE is not part of the common area and common facilities and the vendor shall for all times be the exclusive owner of roof of all such building or structures
- IV. If is agree between the parties that the ownership right of the purchaser shall be restricted only to the said apartment the purchaser shall also have right to use the said car parking space in TIRUPATI PARADISE as exclusive car parking space and right of reasonable use of the common area and common facilities along with other apartment owners,
18. That the purchaser hereby agrees and undertake that before the transfer of the said apartment and/or giving on rent, lease, caretaker, paying guest or tenancy basis or induction any person into the said apartment, the purchaser shall obtain prior written consent of the said society or company of the apartment owners of TIRUPATI PARADISE and until such society or company is formed, of the vender. It is clearly understood and agreed between the parties hereto that the Grant of such consent shall be subject to the terms and conditions as may be imposed and stipulated by the vendor or the said society, as the case may be, in this regard including payment by the purchaser of such transfer charges, fees, enhanced maintenance charges etc. as may be specified by the vendor or the said society as the case may be.
 19. It is agreed and understood that the parties to this agreement are governed by the express terms and conditions contained in this agreement in respect of subject matter of this agreement. It is further understood between the parties hereto that any custom or practices not consistent with the terms and condition contained in this agreement shall be avoid to the extent of inconsistency with this agreement. The terms and contained in this agreement shall always remain final and prevail unless the same is modified by a written agreement subsequent to the execution of this agreement.
 20. All communication made with the purchaser as contemplated under this deed shall be deemed to have been duly served if delivered by hand or posted to the purchaser by Registered post at the said apartment or at the mailing address.
 21. That the board of director of M/s. Hispan Developers Pvt. Ltd., the vendor through their resolution dated 30.09.2016 have resolved and authorized Ram Shankar Singh to sign and execute all documents required for transfer of the said apartment TIRUPATI PARADISE and get the same registered and acknowledge receipt of the consideration and to do such acts, deeds and things as may be required connection with the same.
 22. That the vendor hereby declares that the vendor is the absolute owner of the property and no other person has any claim of any nature over the property hereby sold and further the vendor declare that the vendor has not entered into any agreement for sale or otherwise in respect of the property hereby sold.
 23. That the parties to this deed are Indian nationals & not related to any schedule caste.
 24. The property transferred is purely residential and situate on notified road i.e. Bhojubeer to Sindhora Road.

SCHEDULE

All that land measuring ----- Sq. Mtrs. Bearing S.M. Plot No. 581 situated at Mauza Dandupur (Danupur), Pargana Shivpur, Tahasil & District Varanasi, butted and bounded under:

EAST :-	_____
WEST :-	_____
NORTH :-	_____
SOUTH :-	_____

Particulars of the property hereby sold

Flat No. _____ on _____ floor in "TIRUPATI PARADISE" having super built up area _____ Sq. Mtrs. along with undivided share in land _____ Sq. Mtrs. situated of S.M. Plot no. 581 at Mauza Dandupur (Danupur), Pargana Shivpur, Tahasil & District Varanasi butted and bounded as under:

Boundary of Flat hereby sold:

East - _____
 West - _____
 North - _____
 South - _____

MEMO OF CONSIDERATION

Sr. No.	Cheque/ RTGS	Date	Bank	Amount (Rs.)
1				
2				
3				
4				
			TOTAL	

Calculation of govt. value of the property hereby sold:

Super Built up area of the property	_____ sq. mtr.x Rs. 25000/-	
Proportionate area of the property	_____ sq. mtr.x Rs. _____/-	
	Total	
	20% for Parking and common facilities	
	Grand Total	
Since the purchaser is lady, as Stamp paid on Govt. valuation		
Stamp of Rs. _____ /- paid through e-Stamp No. _____ and Rs. _____ /- paid through General Stamp.		

IN WITNESS WHEREOF THE PARTIES TO THIS HAVE PUT THEIR RESPECTIVE HANDS ON THEIR FREE WILL AND OWN ACCORDS WITHOUT ANY FORCE, MISCHIEF, COERCION, FRAUD OR MISTAKE AFTER UNDERSTANDING THE LEGAL IMPORTS OF THIS INDENTURE UPON THEM IN A STATE OF SOUND HEALTH, MIND AND JUDGEMENT ON THE DAY, MONTH AND YEAR WRITTEN HEREINABOVE.

WITNESSES: -

- 1- Name:
 Father's Name:
 Address:
 Mobile No.
 Signature:
- 2- Name:
 Father's Name:
 Address:
 Mobile No.
 Signature:

DRAFTED BY: -

Advocate
 Coll. Court, Varanasi

TYPED BY: -

Osho Computers
 Collectorate Court Campus, Varanasi.