

Nature of Land	:	SALE DEED
Nature of Property	:	Residential
Ward/ Pargana	:	Shivpur/ Shivpur
Mauza/Mohalla	:	Shivpur
Description of Property	:	Duplex/Row Housing No..... in "TIRUPATI ENCLAVE PART 2" House No., situated over Arazi No.
Measurement Unit	:	Sq. meter
Road (as per schedule)	:	Road
Type of Property	:	Three storied House (Row-Housing)
Plot Area	:	 sq.ft/..... sq.mtr.
Covered Area	:	 sq.ft/..... sq.mtr.
Trees	:	None
Boring/ Well	:	Yes
Year of construction	:	
Sale Consideration	:	Rs.....
Valuation	:	Rs.....
Stamp paid	:	Rs.....

This **DEED OF SALE** executed this the, by
SHREE SALASAR DEVELOPERS PVT. LTD (PAN- AASCS1254K)

A Company incorporated under the company Act 1956, having its address at C.27/274-A-A1, 101, First floor, Jai Singh Building-II, Maldahiya, Varanasi U.P. through R/o , duly authorized by Board of Directors of the company vide **resolution dated** , annexed herewith as Annexure "A" hereinafter referred to as the **vendor**, which term unless repugnant to the context includes its successor, legal representatives, executors, administrators and assignees. **FIRST PARTY/ VENDOR.**

AND

..... (**PAN-....., MOB. NO., OCCUPATION -**) S/o Mr. and **MRS. (PAN-, MOB. NO., OCCUPATION -**) W/o R/o hereinafter referred to as **the Purchaser/s**, which term unless repugnant to the context includes his/her/ their heirs, legal representatives, executors, administrators and assignees. **SECOND PARTY/VENDEE**

WHEREAS Shree Salasar Developers Pvt. Ltd (First Party/vendor) is absolute owner of the property bearing premises No. land area sq.mtr. situated over Arazi No. total at Mauza Shivpur, Ward Shivpur, Pargana Shivpur, Tehsil and Distt. Varanasi, which was purchased by through vide a registered sale deed dated registered in the office of the sub registrar IV, Varanasi in Bahi no., Zild no. at pages on serial no. and name of vendor company is duly mutated in both revenue and Nagar Nigam record.

AND WHEREAS Shree Salasar Developers Pvt. Ltd (First Party/vendor) is absolute owner of the property bearing premises No.sq.mtr. situated over Arazi No. at Mauza, Ward, Pargana, Tehsil and Distt. Varanasi, which was purchased by vendor from vide a registered sale deed dated registered in the office of the sub registrar IV, Varanasi in Bahi no., Zild no. on pages on serial no. and name of vendor company is duly mutated in both revenue and Nagar Nigam record.

AND WHEREAS on the basis of aforesaid two sale deeds, Vendor Company became the owner of House No. situated over Arazi No. total land area sq.mtr. as sole and absolute owner having full right, title and interest in respect of the aforesaid property.

AND WHEREAS the said vendor got a development plan prepared for the said premises for construction of Duplex/ Row-Housing accordingly got a plan G+2 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 Duplex/ Row-Housing has been named by the Vendor as **TIRUPATI ENCLAVE**.

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 Enclave,

approached the Vendor for purchasing of one residential Duplex/ Row-Housing bearing **Duplex No.** in Tirupati Enclave Part 2.

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 said Duplex/ Row-Housing.

NOW, THEREFORE, the parties hereunto execute this deed of sale and bind themselves with the following-

- 01- That the vendee has paid total sale consideration amounting to **Rs.....** as per memo of consideration, to the vendor. 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 Duplex/ Row Housing having **Sq. feet** Built up area bearing **Duplex No.** as fully described in schedule-1 hereto annexed, To HOLD the same to the Purchaser as absolute owner alongwith right to reasonable use of common area and common facilities in TIRUPATI ENCLAVE, which are for common beneficial use by the Duplex/ Row Housing owners, occupants and visitors".
- 02- That the Vendor hereby transfers, sales, assigns, conveys scheduled property together with all rights, title, easement and interests of the VENDOR therein or connected therewith, to the Vendee, absolutely and now it shall be lawful for the Vendee to have and to hold the same and to enjoy with all the legal rights, title and interest and also to enjoy the same as the absolute owner with all the benefits user and with all proprietary and easementary rights.

- 03- That the Vendor hereby further declares and agrees to keep the Vendee harmless and indemnify from and against all the losses, damages, cost or expense which it may sustain or incur due to defect in the title of the Vendor or in respect of any arrears of rent, land revenue or Corporation or any Government taxes due thereof, and the Vendor hereby also declares that the property hereby sold is free from all charges, encumbrances, schemes, liens, attachments, litigation and all dispute of title, claim, or dispute otherwise whatsoever or whereby the Vendor is prevented from conveying or assigning the said property or any part thereof in the manner herein appearing by virtue of this deed. In case the assurances and declaration made above are discovered to be false or incorrect due to which the Vendee/s is/are caused to pay any claim or damages or due to which the property or any part thereof passes out of possession of the Vendee, then the Vendor shall remain liable to return the whole of the sale consideration with losses and damages to the Vendee.
- 04- That the Vendor hereby delivers actual and physical possession of the property hereby transferred to the Vendee and now the Vendee has every right to get his/her name mutated over the said property in Nagar Nigam records as well as Revenue Record and other Govt. records as owner in possession.
- 05- That the property hereby sold is free from all shorts of encumbrances, liens and charges and not acquired by in process of acquisition by any law in force or under dispute in ceiling.

- 06- That the Vendor shall not do or cause to do any act by which the Vendee may be prevented to use the property hereby sold.
- 07- That Vendor has paid, till date all the dues related to the said property and in future if any arrear is found due over the property, hereby sold, the Vendor shall be liable to pay such amount.
- 08- That the purchaser agrees that the owner of TIRUPATI Enclave 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 property and TIRUPATI Enclave as a whole is being property maintained.
- 09- 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 duplex/ row houses 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.

- 10- That the purchaser agrees that the proportionate liability of each duplex/ row houses holder towards maintenance charges including charges towards running of diesel generator the common area or in each duplex/ row houses 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.
- 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 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 duplex/ row houses.
- 13- That if the Vendee make any extra construction beyond the sanction map by the VDA, Varanasi, then it will be full responsibility of the duplex purchaser/owner and there will

be in no way the vendor/developer will responsible for that extra construction which is beyond the sanctioned map.

- 14- That if any type of liabilities is imposed by the V.D.A. Varanasi for Duplex House structure, which is being sold in the present shape, size and construction, then in that condition, it will be borne by the VENDOR including any deviation of sanctioned map.
- 15- That the Vendee will bear all cost and expenses regarding electricity connection and will also bear expenses in proportionate manner for installation of electric transformer under the said duplex houses only and other expenses in proportionate manner for installation of electric transformer, should be borne by the vendee.
- 16- That the vendor have agreed to keep harmless and indemnified the Vendee/PURCHASER from all losses, expenses and cost incurred or suffered by any act or omission of the vendor affecting in any manner the property or title hereby conveyed and warranted.
- 17- That it is hereby agreed and declared that the Vendee/PURCHASER shall pay all taxes and charges including house and water taxes, property and such other imposition of taxes, which are payable or may hereafter be imposed or levied on the property by appropriate authority after executing this sale deed.
- 18- That the Vendee/PURCHASER will entitle to get mutated his/her/ theirs name/s in Revenue Records as well as in the

assessment records of Nagar Nigam, Varanasi on the basis of this Sale Deed.

- 19- That all the costs and other expenses including stamp duty for the purpose of execution and registration of this sale deed, shall be borne exclusively by the Vendee/PURCHASER.
- 20- That the second party is entitled to get facilitate with club House/society of the apartment.
- 21- That the board of director of Shree Salasar Developers Pvt. Ltd the vendor through their resolution dated have resolved and authorized to sign and execute all documents required for transfer of the said duplex/ row houses TIRUPATI ENCLAVE PART 2 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 property hereby transferred is purely residential and Vendee/PURCHASER is purchasing it for residential purposes only.
- 23- That the Vendor is not belonged to Schedule Caste or Schedule Tribe. Both parties are Indian National.
- 24- The vendor is the absolute owner of the property and vendor is not entered into any agreement for sale or otherwise in respect of the property hereby sold.
- 25- That there is parking available in separate area.

SCHEDULE "A"**DETAILS OF PROPERTY**

All piece & parcel of land bearing Premises No. land area sq.mtr. and premises No. land area sq.mtr. total land area sq.mtr. situated over Arazi No. at Mauza Shivpur, Ward Shivpur, Pargana Shivpur, Tehsil and Distt. Varanasi, butted and bounded as under :-

East :
 West :
 North :
 South :

SCHEDULE "B"**DETAILS OF PROPERTY HEREBY SOLD**

All that three storied residential **Duplex / Row Housing No.....** in "**TIRUPATI ENCLAVE PART 2**" having Plot area sq.ft/..... sq.mtr. and built up area sq.ft/..... sq.mtr. and Carpet Area..... sq.ft/..... sq.mtr situated at Arazi No. House No., Mauza Shivpur, Ward Shivpur, Pargana Shivpur, Tehsil Sadar, Distt. Varanasi, shown by the red hatched line in the map attached hereto, butted and bounded as :-

East -
 West -
 North -
 South -

CONSTRUCTION DETAILS FLOOR WISE

Details	Area (Sq.Ft.)
Ground Floor	
First Floor	
Second Floor	
Total	

MEMO OF CONSIDERATION

Sr. No.	Cheque/ RTGS	Date	Bank	Amount (Rs.)
1				
2				
3				
4				
5				

Calculation of govt. value of the property hereby sold:

Built up area of the property		
Plot / land area		
Boring		
	Total	
	15% for common facilities	
	Grand Total	
Stamp paid on Sale consideration vide estamp No. IN-..... dated		

WITNESSES: -

1- Name :.....

Father's Name:.....

Address :.....,

Mobile No. :.....

Occupation :.....

Signature :

2- Name :.....

Father's Name:.....

Address :.....

Mobile No. :.....

Occupation :.....

Signature :

Drafted by:

.....
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Typed by:

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