

Nature of Deed	::	Sale Deed
Nature of Land	::	Residential
Ward/Pargana	::	Dehat Amant
Mohalla/Village	::	Shivdaspur
Description of Property	::	Unit No. on of MAHAVIR HEIGHTS PHASE-2-A.
Measurement Unit	::	Sq. Meters
Area land	:: Sq. Meters
Type of property	::	House
Year of Construction	::	2020
Super Built-up Area of the unit	:: Sq. Meters (..... sq.ft.)
Valuation	::	Rs.
Sale Consideration	::	Rs.
Stamp paid	::	Rs.

This Deed of Sale executed this the day of, 2020:-

BETWEEN

Nitin Malhotra & Jayant Malhotra both S/o Late Hukum Chand alias Hukum Chand Malhotra R/o 172, Shivdaspur, Locomotive Road, Lahartara, Varanasi for self and as A.O.P under the name and style of **“MAHAVIR HEIGHTS”, (PAN – AACAM8643G)** hereinafter referred to as the “Vendors” (which expression shall unless excluded by or repugnant to the context be deemed to include its executors, administrators, assigns) of the First Part; **(Phone- 9450527685)**

AND

..... **(PAN NO.)** S/o resident of, hereinafter referred to as the “Purchaser/s” (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, successors, executors, administrators, assigns and legal representatives) of the Second Part; **(Mobile no-)**

WHEREAS Nitin Malhotra and Jayant Malhotra, both sons of Late Hukumchand Malhotra, acquired through various sale deeds, in succession from their father, Late Hukumchand Malhotra son of late Mohan Lal Malhotra and in other manners plots of land including settlement plots nos. 99/1, 99/2 (part), 101, 102, 104/1, 104/9, 104/10, 186, 187/1, 187/2, 188, 189/2, 189/9, 190, 191 and 205 (Part) situate in Mauza Shivdaspur, Pargana Dehat Amant, Tehsil & Distt. Varanasi and their names are duly recorded in the revenue records as owners thereof with transferable rights.

AND WHEREAS the said Nitin Malhotra and Jayant Malhotra, aforementioned, with as view to develop the a portion of the said property constituted an AOP (Association of Persons) amongst themselves under the name and style of MAHAVIR HEIGHTS and got a development plan prepared over a total plot area of 16,701.82 Sq.mtr. land out of the aforementioned settlement plots of land into a commercial-cum-residential project, under the name any style of MAHAVIR HEIGHTS and got the same sanctioned from Varanasi Development Authority.

AND WHEREAS a site plan of the entire area being developed by the Vendors is attached to this sale deed as Annexure-I. In the said site plan, the portions shown by red hatchet lines having land area of 4,654.28 Square Meters is the site of MAHAVIR HEIGHTS, Phase-I consisting of two building having total of four multi-storied blocks having a total of 165 unit of Units; the portions shown in the annexed plan by green hatchet lines having an area of 8,099.87 Sq. mtrs. has been reserved for the development of MAHAVIR HEIGHTS PHASE-II and the area of 652.68 shown by blue colour is being developed into commercial building. The portions shown by yellow hatchet lines shall be commonly uses by the occupation of MAHAVIR HEIGHTS Phase-I and MAHAVIR HEIGHTS Phase-II. The Phase I & Phase II of MAHAVIR HEIGHTS shall have a common entry gate and internal road, which divides both the phases of development. A portion of MAHAVIR HEIGHTS Phase-II has being developed into 11 Independent Houses with a approach road named as MAHAVIR HEIGHTS Phase-IIA, further description of MAHAVIR HEIGHTS Phase-IIA has be given in Schedule A hereunder.

AND WHEREAS the Purchaser/s after inspecting and otherwise satisfying himself/herself/themselves about the right, title and interest of the Vendor over the land and the quality and workmanship of the project applied to purchase a unit in the MAHAVIR HEIGHTS Phase-IIA and on the Purchaser being agreed to comply with terms and conditions of the allotment, was allotted on 00-00-2000, the Unit No., of MAHAVIR HEIGHTS Phase-IIA for total Sale Consideration of Rs. 00,00,000/- (Rupees Only).

AND NOW, THEREFORE, THE PARTIES HERETO EXECUTE THIS DEED OF SALE AND BIND THEMSELVES WITH THE FOLLOWING:-

- 1- That the Vendors hereby transfers by absolute sale all that Unit No..... morefully detailed in Schedule-'B' hereunder being part of MAHAVIR HEIGHTS Phase-IIA developed over a portion of settlement plots nos. 99/1, 99/2 (part), 101, 102, 104/1, 104/9, 104/10, 186, 187/1, 187/2, 188, 189/2, 189/9, 190, 191 and 205 (Part) situate in Mauza Shivdaspur, Pargana Dehat Amant, Tehsil & Distt. Varanasi, UNTO the Purchaser for a total Sale Consideration of Rs. 00,00,000/- (Rupees Only), subject to such conditions as herein contained and incorporated in the applications and allotment.
- 2- That the Purchaser/s has paid to the Vendors the entire Sale Consideration as detailed in the Memo of Consideration hereunder. Now no part of the sale consideration is due from the Purchaser/s. The purchaser has also paid to the service tax to the vendors, which has been deposited with the appropriate government authorities.
- 3- That the Vendor has delivered actual physical possession to the Purchaser/s over the Unit hereby sold and the Purchaser/s have taken full possession over it. The Purchaser/s has fully satisfied himself/herself/themselves about the workmanship of the unit hereby sold in particular and the complex as a whole and about the common areas and common facilities.
- 4- That the Unit hereby sold is free from all claims, charges, encumbrances, disputes and litigations.
- 5- That since the Unit hereby sold is a part of the Complex, for the benefit of all the Unit holders, the Purchaser hereby agrees and undertake that he/she/they:—

- a- SHALL NOT Use the said Unit for any purpose other than for residential purposes.
 - b- SHALL NOT in any manner interfere with the use and rights and enjoyment thereof or of any open space/passage or amenities available for common use.
 - c- SHALL NOT alter or permit any alteration in the elevation and outside colour scheme of the Complex, exposed wall of the veranda, or any external doors and windows of the complex.
 - d- SHALL NOT At any time demolish or cause to be demolished the said Unit or any part thereof.
 - e- SHALL NOT have any objection to the Vendors making any alterations, additions, improvements or repairs whether structural or non-structural interior or exterior, ordinary or extra-ordinary in relation to any unsold apartments within the said MAHAVIR HEIGHTS Phase-I or that of MAHAVIR HEIGHTS Phase-II or that of the commercial area of MAHAVIR HEIGHTS.
- 6- The Purchaser/s further undertakes to –
- a- Keep the common areas and the compound of the said complex neat and clean and in proper condition and free from any obstructions.
 - b- Maintain at his cost the Unit in good condition, state and order.
 - c- Get the said Unit separately numbered and assessed by Nagar Nigam, Varanasi and/or other such authority and get her/his/their name mutated in the records of Nagar Nigam, Varanasi and other local authorities and pay all taxes, levies and charges payable by owner and/or occupier. Till separate assessment of each Unit is not made, the Purchaser shall be liable to pay all the taxes and charges in proportion to area of construction of the Unit with the total constructed area of the block of the complex.
 - d- Have own electricity connection, telephone connection and shall pay for all such charges.
 - e- The Purchaser shall be responsible to Nagar Nigam or any other local authority for anything done in connection with the said complex and also keep the Vendors/Society, indemnified against all losses, payments which the Vendors or other occupiers, collectively and/or severally, may suffer or may have to pay on account of Purchaser's violation of any such rule at any time in future.
 - f- Become a member of Society/ Association of the Purchaser of all the Units in the complex, and for that purpose shall pay for the entrance fee and shall continue to pay for such proportionate cost, charges and expenses relating to or incidental to formation or running of such Society or Association and maintenance of common areas and facilities. Until such Society takes over the maintenance of the complex, pay the proportionate charges for maintenance, security, external and common lighting, repairs, replacement etc. to the Vendor.
 - g- Sign all necessary documents required for the purpose of formation and/or registration of such Society/ Association, if required.
 - h- Observe and perform all rules and regulations which the said Society/ Association may adopt at the inception and from time to time or till the said society/association takes over the maintenance of the complex, the rules framed by the Vendors for protection and

maintenance of the common areas and facilities and for observing and conforming to the building rules, Municipal Bye-laws and regulations.

- 7- That the Purchaser/s has deposited with the vendors the membership fee and the security deposit to secure the payment of his share of maintenance charges, which shall be transferred to the Maintenance Society once it takes over the maintenance of the Complex. The said security deposited shall not carry any interest. The Purchasers undertakes to pay promptly without any reminders all bills and charges as may be raised by the said society from time to time and if the Purchasers fails to abide by any terms and conditions of maintenance as herein contained or fails to pay maintenance charges for any reason, whatsoever, it is specifically agreed that the Purchasers, in such an event, shall not be entitled to use the maintenance services, the Purchasers shall be liable to pay to the maintenance authority the maintenance charges based on actual cost as may be determined by the said maintenance authority for maintenance of various services and facilities. All such charges shall be payable or paid by the Purchasers to the maintenance authority periodically as and when demanded. Share so determined of the said maintenance authority, the society or the vendors, as case may be, would be final and binding on the Purchaser. All such charges shall be payable whether the Purchasers lives in the Apartment or keeps it vacant and also for the period of default.
- 8- That the total maintenance charges will be fixed by the Said society or the vendors on the basis of the maintenance costs. However, the liability of the Purchasers for payment of such charges shall be in the proportion at actual costs incurred for provision of maintenance services to the said MAHAVIR HEIGHTS, as may be determined or required from time to time, by the Said society or the vendors, as the case may be, at their sole discretion. The decision of the Said society or the vendors as regards the costs of maintenance will be final and binding on the Purchasers. These charges shall be paid at monthly intervals as decided by the maintenance authority in advance. The maintenance charges may include *inter-alia* the following: –
 - (a) Cost of maintenance
 - (b) All other rates, levies, impositions and outgoings that may from time to time be levied against the land oh MAHAVIR HEIGHTS including water charges and service tax.
 - (c) Outgoing for the maintenance and management providing electricity for common areas and facilities of the complex, the lifts, common lights and other outgoing such as collection charges, charges for watchmen, sweepers and maintenance of accounts incurred in connection with the Apartment; and
 - (d) Further the use of common areas and facilities by the Purchasers within the said complex shall be subject to timely payment of maintenance charges as billed by the Said society or the Vendor, as the case may be. If the maintenance charges are not paid by the Purchasers regularly on or before its due date, then the Purchasers shall have no right to use such common areas and facilities.

Apart from the right of the said society to prevent the Purchasers from using the common areas and facilities, unpaid

service charges shall be first charge on the apartment hereby sold and such defaulted amount of service charges shall be payable by the Purchasers with interest @ 15% p.a. However, it is made clear that the said maintenance authority shall be free to recover the service charges also from the security deposit. If due to such adjustment in the security deposit falls it below the agreed sum - then the Purchasers hereby undertakes to make good the resultant shortfall within 15 days of demand by the maintenance authority. It is specifically made clear and it is agreed by and between the parties that all the obligations of the Purchasers relating to and/or concerning the maintenance and security deposit, as aforesaid, and the Said maintenance authority shall have first charge/lien on the said Unit in respect of any such non-payment of maintenance bills and/or such shortfall.

- 9- **That the purchaser shall park his/her/their vehicle inside the premises sold herein, morefully mentioned in Schedule hereunder and shall not obstruct the common areas of the complex.**
- 10- That apart from the unit hereby sold, the Purchaser shall not have any claim or right to any other open land/structures/premises/buildings or interfere in the manner of booking, allotment and/or sale of any or all Units/ units situated in MAHAVIR HEIGHTS or that in the commercial complex of the Mahavir Heights Complex.
- 11- That the Vendor shall be entitled to dispose of and use the open space, un-allotted parking spaces, hoardings space, etcetera in the manner they deem fit on such terms as may be decided by the Vendor, within the periphery of MAHAVIR HEIGHTS Phase-I or that of MAHAVIR HEIGHTS Phase-II or that in the commercial complex of the Mahavir Heights, for which the Purchaser hereby grants and is always deemed to have granted the consent. And for that purpose the Vendors shall be entitled to revise/redraw the layout of the land and/or building/s plans. The Purchaser shall have no right to object over any change/modification/ alteration of development plans in case the same is required to be done under any rule, regulation, enactment in force or to be enforced or in case the same is decided by the Vendors, without prejudicially affecting the construction of the said Unit hereby sold to the Purchaser. The Purchaser shall not have any claim or right to any other structures/premises/buildings or interfere in the manner of booking, allotment and finalisation of sale of units/dwelling units.
- 12- That the portions of land on the eastern side of MAHAVIR HEIGHTS Phase-I is being developed into a commercial area and the portion of land on the north of MAHAVIR Phase I is being separately developed under the name and style of Mahavir Heights Phase II and/or its part thereof. The commercial complex and the units of MAHAVIR HEIGHTS Phase-II shall be independently developed and transferred by the Vendors, the purchaser/s of units of MAHAVIR HEIGHTS -II shall never object over the manner of construction over the same and shall never claim any interest in the land and facilities of other than the unit sold herein. The vendors shall also be entitled to provide access to persons, vehicles, wires, pipes, sewer lines, fire pipes and/or equipments from the common portion of MAHAVIR HEIGHTS to the remaining portion of the property owned by the Vendor.

- 13- That a list of common areas and facilities for the joint use of the occupiers and owners of units/units of MAHAVIR HEIGHTS Phase-I and that of occupiers of MAHAVIR HEIGHTS Phase-II in given in Annexure- III. The maintenance of common areas and facilities as given in Annexure-III shall be done by the joint funds of the unit holders and occupiers of MAHAVIR HEIGHTS Phase I and that of MAHAVIR HEIGHTS Phase-II on actual basis and the cost of maintaining the facilities of Annexure III shall be equally charged to each unit of MAHAVIR HEIGHTS Phase I and that of MAHAVIR HEIGHTS Phase-II.
- 14- The Purchaser shall also be liable to pay, in proportion, any amount payable towards any further and/or additional charges, taxes, demands, assessments, etc., either in respect of the unit hereby sold or the project as a whole and if any other tax including service tax and sales tax is levied the same shall also be payable by the Purchaser.
- 15- That if any provision of the sale deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this sale deed and to the extent necessary to conform to the applicable laws, and the remaining provisions of this sale deed shall remain valid and enforceable in law.
- 16- That the Purchasers agrees and confirms that all the obligations arising under this sale deed in respect of the unit hereby sold or Mahavir Heights complex as a whole shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent Purchasers of the said apartment as the said obligations go with the said apartment for all intents and purposes and the Purchasers assures the Vendors that the Purchasers shall take sufficient steps to ensure the performance in this regard.
- 17- That all costs of sale deed, registration including legal and miscellaneous charges have been borne by the Purchaser/s and if any other tax including service tax is levied the same shall be payable by the Purchasers.
- 18- That the right of the Purchasers is heritable and transferable but before transferring the apartment the Purchasers shall give due information to the society and the transfer can be made only after full payment of the dues payable by the Purchasers and obtaining NO dues certificate from the said society. Upon the sale, bequest or transfer of apartment, the Purchaser of the apartment or the grantee or legatee or the transferee shall automatically become the member of the Society and shall be admitted as member on payment of the entrance fee as decided by the said society from time to time. That the Vendor or the Association shall have the first charge on the unit hereby sold in respect of any amount payable and outstanding by the Purchasers towards any additional external development charges, taxes, demands, assessments, maintenance charges etc. as mentioned herein above.

SCHEDULE 'A'**(Description of Mahavir Heights Phase-IIA)**

All that area having 11 units of independent houses built over land measuring sq. mtrs being portion of settlement plots nos. 99/1, 99/2 (part), 101, 102, 104/1, 104/9, 104/10, 186, 187/1, 187/2, 188, 189/2, 189/9, 190, 191 and 205 (Part) situate in Mauza Shivdaspur, Pargana Dehat Amant, Tehsil & Distt. Varanasi shown by shown by red hatchet lines in Annexure-I bounded as under:-

East :-
West :-
North :-
South :-

SCHEDULE 'B'**(Description of unit being sold)**

Unit No. of MAHAVIR HEIGHTS PHASE-IAI (shown in the annexed map Leaf -1) having total covered area of sq. feet or Sq. Meter (Carpet area of Sq.ft. i.e. Sq. Meters) the land measuring square meters in the 'MAHAVIR HEIGHTS PHASE -IAI' residential complex, built over the land being part of settlement plots nos. 99/1, 99/2 (part), 101, 102, 104/1, 104/9, 104/10, 186, 187/1, 187/2, 188, 189/2, 189/9, 190, 191 and 205 (Part) situate in Mauza Shivdaspur, Pargana Dehat Amant, Tehsil & Distt. Varanasi, part of the property detailed in schedule A herein above and bounded as follows:-

Boundary of Unit:-

East :-
West :-
North :-
South :-

NOTE:-

- The unit sold is purely residential.
- The parties to this deed are Indian Nationals.
- The property lies in the residential area and not in commercial area.
- That the unit hereby sold is not situate on any notified road.
- The sale deed has been executed by the Vendors and Purchasers. The vendors have authorised Shri Devashish Ghosh to present this indenture for registration before the Sub-Registrar through registered authority dated 24.04.2017.
- The Stamp Duty has been paid through E-Stamp no.
- Value of the property as per Circle rate is as under: —

Value of covered area of the unit hereby sold sq. mrt. (@Rs. 00,000/-)	Rs. 00,00,000.00
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Value of land Sq. mtrs.	
@ Rs.00,000/- per sq. mtr.	Rs. 0,00,000.00
Total Valuation :-	Rs 00,00,000.00

Memo of Consideration

Cheque no.	Date	Total Cheque Amount (Rs.)	Sale Consideration Amount out of the Cheque amount (Rs.)	Service Tax Amount out of the Cheque amount (Rs.)	Bank
Total Sale Consideration				

MAP LEAF 1

Annexure I

(Site Plan of entire Mahavir Heights showing the location of Mahavir Heights Phase-I, Mahavir Heights Phase-II, Mahavir Heights Phase-IIA and Commercial complex of Mahavir Heights)

ANNEXURE II

The common areas and facilities to be maintained by the joint funds of the occupiers/owners of the units/units of MAHAVIR HEIGHTS phase-IIA

***COMMON AREAS AND FACILITIES:-**

- i. the premises for the lodging of janitors or persons employed for the management of the property;
 - ii. installations of central services, such as, power, light, incinerating and sewerage;
 - iii. the tanks, pumps, motors, cable pipe line, rain water harvesting system, and in general all apparatus and installations existing for common use;
 - iv. and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;
- "common expenses" means –
expenses of administration, maintenance, repair or replacement of the common areas and facilities, utilities, equipments and machineries and all other sums assessed against the owners of apartment by the Maintenance authority

The expenses of the maintenance of the facilities and the area of annexure II shall be divided between the occupiers of units of MAHAVIR HEIGHTS Phase-IIA only.

ANNEXURE III

The common areas and facilities to be maintained by the joint funds of the occupiers/owners of the units/units of MAHAVIR HEIGHTS phase-I and MAHAVIR HEIGHTS phase-II located within the area shown by yellow color in the site plan annexure-I attached, particularly:-

1. Community Hall
2. Garden/Park / Children's Playground
3. Drive way
4. Swimming pool,
5. Gym
6. Common security of the phase I & II of MAHAVIR HEIGHTS
7. Common Toilets at the eastern entrance of the Complex.
8. Transformers and the meter for the common area near entry of the complex.
9. The landscape and the facilities within the area shown by yellow lines in the annexed site plan Annexure-I.

The maintenance of common areas and facilities as given in Annexure-III shall be done by the joint funds of the unit holders and occupiers of MAHAVIR HEIGHTS Phase I and that of MAHAVIR HEIGHTS Phase-II on actual basis and the cost of maintaining the facilities of Annexure III shall be equally charged to each unit of MAHAVIR HEIGHTS Phase I and that of MAHAVIR HEIGHTS Phase-II.

IN WITNESSES WHEREOF, **Nitin Malhotra** and **Jayant Malhotra**, Vendors and, the Purchaser have executed this Deed of Sale this the date above mentioned of their free will and accord.

WITNESSES:-

1. Name :
 Father's Name:
 Address :
 Signature :

2. Name :
 Father's Name:
 Address :
 Signature :

Drafted by:- (Amit Varma)
 Advocate,
 Civil Court, Varanasi.

Typed by:- R.K. Computer
 Civil Court, Varanasi