

SALE DEED

1- Nature of Property	: Residential
2- Ward/Pargana	: Bhelupur / Dehat Amanat
3- Mohalla/Village	: Tulasipur, Varanasi
4- Detail of Property	: Flat No. 503 Fifth Floor 'Lav Kush Apartment' located over S.M. Plot No. Mi. 250 & Mi. 251 having House nos. B 38/9-Ga-R, B. 38/9-Ga-T, B. 38/9Ga-T, B. 38/9-12P-1-T, B. 38/9-12-P-R, B. 38/9-12-P-R-A, B. 38/9-12-P-1-S, B. 38/9-12-P, B. 38/9-M-5Ka, B. 38/9-M-5, B. 38/9-M-6, B. 38/9-M-5-Kha-1-B & B. 38/9-Ga-R-1, B. 38/9-Ga-S
5- Unit of measurement	: Sq. Meter.
6- Prop. Land Area of Property	: sq.mtr. proportionate land
7- Position of Road	: Colony Road
8- Other Details	: N. A.
9- Type of Property	: Residential Flat
10- Total land area of property	: 25799 sq.ft. i.e. 2397.676 sq.mtr.
11- Total Covered Area of property	: 101007 sq.ft. i.e. 9387.26 sq.mter.
12- Position	: Finished
13- Valuation of Tree	: N. A.
14- Boring/Well/Others	: N. A.
15- Carpet Area	: 1316 sq.ft. i.e. 122.30 sq.mtr.
16- Year of Construction	: New
17- In case of Membership of Govt. Society	: N.A.
18- Sale Consideration	:/-
19- Govt. Value	:/-
20- Stamp Duty	:/-

Boundaries :-

East	: Flat no. 505.
West	: Corridor, Lift & Stairs
North	: Set back of the building open to sky.
South	: Corridor

Number of Seller - (2)

Number of Purchaser (1)

This **INDENTURE OF SALE** is executed on the 03rd day of January 2019 by :-

BALAJI INFRACARE PRIVATE LIMITED (PAN AAECR6044A) a company incorporated under govt. of India Ministry of Corporate Affairs, Registrar of Companies Uttar Pradesh having Corporate Identity Number U45400UP2009PTC038989 having its office at Sa. 15/146Ka, Mawaiya Sarnath, City Varanasi through its director Omkar Nath Maheshwari S/o Late Raghunath Prasad Maheshwari R/o Sa. 15/146Ka, Mawaiya Sarnath, City Varanasi & constituted attorney of Smt. Ranjana Devi Maheshwari W/o Omkar Nath Maheshwari R/o Sa. 15/146Ka, Mawaiya Sarnath, City Varanasi vide power of attorney executed on 13-08-2018 in Book no 4 Volume no. 219 pages 131/152 document no. 267 on 13-08-2018 in the office of Sub-Registrar, IInd, Varanasi hereinafter referred to as **VENDOR**, (which terms unless otherwise repugnant to context include their heirs, legal representatives, executors, administrators and assigns of the One Part). **MOB. NO. 9415201495**

IN FAVOUR OF

Mr.(PAN AAPPA4883L) son of Mr. R/oi, hereinafter referred to as **PURCHASER/VENDEE** (which terms unless otherwise repugnant to context include his/her heirs, legal representatives, executors, administrators and assigns of the Second Part).

IN RESPECT OF

Flat No. "Lav Kush Apartment" having builtup area sq.ft. i.e. sq.mtr. alongwith undivided undemarcated proportionate land area sq.mtr. situated in Arazi no. Mi. 250, Mi. 251 of Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi.

WHEREAS, the First Party / Vendor is recorded and absolute owner of S.M. Plot No. Mi. 250 & Mi. 251 having total land area 25799 sq.ft. situated in Mauza Tulasipur, Ward Bhelupur, Pargana Dehat Amanat, Tehsil & Distt. Varanasi.

AND WHEREAS, First Party/Vendor purchased the 2720 sq.ft. land situated in Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi vide sale deed dated 30-04-2012 from Shakti Seth S/o Laxman Prasad Seth which is registered in the office of Sub-Registrar, IInd, in Book no. 1 Volume no. 4881 page no. 1 to 40 document no. 3035 after purchaser with the first party vendor got its name in mutated in Nagar Nigam, vide Sanchika no. B. 60812M and House no. B. 38/9-12-P-R-A, was allotted

First Party/Vendor purchased the 2723 sq.ft. land situated in Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi vide sale deed dated 30-04-2012 from Vishal Seth S/o Laxman Prasad Seth which is registered in the office of Sub-Registrar, IInd, in Book no. 1 Volume no. 4881 page no. 41 to 80 document no. 3036 after purchaser with the first party vendor got its name in mutated in Nagar Nigam, vide Sanchika no. B. 609-12M House no. B. 38/9-12-P-R, was allotted.

First Party/Vendor purchased the 675.09 sq.mtr. land situated in Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi vide sale deed dated 30-04-2012 from Smt. Priti Johar W/o Sanni Johar which is registered in the office of Sub-Registrar, IInd, in Book no. 1 Volume no. 4881 page no. 81 to 136 document no. 3037 after purchaser with the first party vendor got its name in mutated in Nagar Nigam, vide Sanchika no. B. 660-12M and House no. B. 38/9-12-P, was allotted.

First Party/Vendor purchased the 2723 sq.ft. land situated in Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi vide sale deed dated 30-04-2012 from Prem Kumar Jaiswal S/o Late Guru Prasad Jaiswal. which is registered in the office of Sub-Registrar, IInd, in Book no. 1 Volume no. 4881 page no. 137 to 176 document no. 3038 after purchaser with the

first party vendor got its name in mutated in Nagar Nigam, vide Sanchika no. B. 606/12M and House no. B. 38/9-12P-1-T, was allotted.

First Party/Vendor purchased the 1906 sq.ft. land situated in Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi vide sale deed dated 30-04-2012 from Prem Kumar Jaiswal S/o Guru Prasad Jaiswal which is registered in the office of Sub-Registrar, IInd, in Book no. 1 Volume no. 4881 page no. 177 to 224 document no. 3039 after purchaser with the first party vendor got its name in mutated in Nagar Nigam, vide Sanchika no. B. 605/12M and House no. B. 38/9-12-P-1-S, was allotted.

First Party/Vendor Smt. Ranjana Devi Maheshwari purchased the 2000 sq.ft. land situated in Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi vide sale deed dated 06-10-2012 from Taj Mohammed alias Raju Khan S/o Hazi Noor Mohammed on 06-10-2012 Jaiswal which is registered in the office of Sub-Registrar, IInd, in Book no. 1 Volume no. 5204 page no. 301 to 350 document no. 7470 after purchaser with the first party vendor got its name in mutated in Nagar Nigam, vide Sanchika no. B. 755/12M and House no. B. 38/9-Ga-R-1, was allotted.

First Party/Vendor Smt. Ranjana Devi Maheshwari purchased the 1460 sq.ft. land situated in Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi vide sale deed dated 06-10-2012 from Rajkumar S/o Bullu & others S/o Hazi Noor Mohammed on 06-10-2012 Jaiswal which is registered in the office of Sub-Registrar, IInd, in Book no. 1 Volume no. 5204 page no. 351 to 392 document no. 7471 after purchaser with the first party vendor got its name in mutated in Nagar Nigam, vide Sanchika no. B. 754/12M and House no. B. 38/9-Ga-S, was allotted.

First Party/Vendor Balaji Infracare Pvt. Ltd. previously known as Raghunath Laxmi Narayan Pvt. Ltd. purchased from Smt. Shakila Khanam W/o Raj Mohammed & others area 2926 sq.ft. land situated in Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi vide sale deed dated 06-11-2012 which is registered in the office of Sub-Registrar, IInd, in Book no. 1 Volume no. 5264 page no. 23 to 70 document no. 8271 after purchaser with the first party vendor got its name in mutated in Nagar Nigam, vide Sanchika no. B. 875/12M and House no. B. 38/9-Ga-R and through Sanchika no. B. 875/12M House no. B. 38/9-Ga-T, was allotted.

First Party/Vendor Balaji Infracare Pvt. Ltd. purchased from Smt. Indo Devi W/o Shitla Prasad area 418 sq.ft. land situated in Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi vide sale deed dated 18-05-2013 which is registered in the office of Sub-Registrar, IInd, in Book no. 1 Volume no. 5663 page no. 345 to 376 document no. 4048 after purchaser with the first party vendor got its name in mutated in Nagar Nigam, vide Sanchika no. B. 193/13M and House no. B. 38/9-M-5Ka was allotted.

First Party/Vendor Balaji Infracare Pvt. Ltd. purchased from Lav Kush Prasad Vishwakarma & others area 91 sq.mtr. land situated in Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi vide sale deed dated 18-05-2013 which is registered in the office of Sub-Registrar, IInd, in Book no. 1 Volume no. 5663 page no. 285 to 328 document no. 4046 after purchaser with the first party vendor got its name in mutated in Nagar Nigam, vide Sanchika no. B. 194/13M and House no. B. 38/9-M-5 & House no. B. 38/9-M-6, was jointly allotted.

Thus the first party vendors purchased total land area 25799 sq.ft. of land situated in Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi and their names are recorded as the owners of the land. After purchasing the above said land the first party vendors got a map sanctioned from Varanasi Development Authority, Varanasi vide permission letter and got constructed G+8 story building over the said land.

AND WHEREAS, the said property is free from all sorts of encumbrances, lien, liability, mortgage, acquisition and litigation whatsoever.

AND WHEREAS, the Vendor expressed their desire to sell Flat No. 503, Fifth Floor "Lav Kush Apartment" morefully detailed & described in Schedule 'B' hereunder.

AND WHEREAS, the Second Party / Purchaser expressed his/her desire to purchase the Flat No. "Lav Kush Apartment" having builtup areasq.ft. i.e. sq.mtr. alongwith undivided undemarcated proportionate land area sq.mtr. situated in Arazi no. Mi. 250, Mi. 251 of Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi in said property morefully detailed and described in Schedule 'B' hereunder, for Rs./- (Rupeesonly), which price being very reasonable, according to market rate and there being no other higher offer, the First Party / Vendor accepted the same.

AND WHEREAS, the Second Party/Purchaser has paid a sum of Rs./- (Rupees only) for the consideration of said Flat to the First Party / Vendor which is described in memo of consideration.

AND WHEREAS, in pursuance thereof the parties have completed the formalities and thus the First Party / Vendor is ready for execution of the sale deed.

NOW, THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS :-

- 1) That a full sale consideration money of Rs./- (Rupees only), has been paid by Second Party/Purchaser to the First Party/Vendor which is described in memo of consideration. In other way the Second Party/Purchaser has paid the full sale consideration and the receipt whereof the First Party/Vendor hereby acknowledge. Now there is nothing due regarding the sale consideration.
- 2) That the First Party / Vendor hereby convey transfer and assign unto residential Flat No. "Lav Kush Apartment" having Carpet area..... sq.ft. i.e. sq.mtr. alongwith undivided undemarcated proportionate land area sq.mtr. situated in Arazi no. Mi. 250, Mi. 251 of Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi as per sale consideration for Rs./- (Rupees only). The built up area sq.ft. or sq.meter included the whole area under periphery and area of common facilities staircase, verandah, balcony, etc., detail description of which has been given in the deed all rights, title, interest and easement belonging to the said Flat and property to hold the same Second Party / Purchaser and their representatives absolutely.
- 3) That the Flat hereby sold and transferred is free from all sorts of encumbrances, lis-pendence, charges, liens and attachments whatsoever and the First Party / Vendor has not done anything whereby the said property is/or may be under charge, entitled, claims or otherwise in prevented terms, conveying or assigning the said property and First Party / Vendor have every right to transfer the said flat and all the taxes and rates in respect of the said flat has been paid and cleared by the First Party / Vendor up-to-date of the sale. If any encumbrance or otherwise defect of any form in the title is found and in that effect the Second Party / Purchaser is dispossessed of the property or faces any penal

- action, then the First Party / Vendor shall be liable to pay to the Second Party/Purchaser all the damages and full sale consideration amount along with all expenses with interest which she has received from the Second Party/Purchaser.
- 4) That the First Party/Vendor has agreed to save harmless and keep indemnified, the Second Party/Purchaser from and against all losses, expenses and costs incurred or suffered by any act or omission of the First Party/Vendor effecting in any manner, the property or title hereby conveyed and warranted.
 - 5) That the First Party/Vendor further agreed that, at the request of the Second Party / Purchaser shall do or cause to done anything necessary or reasonable for the purpose or more fully assuring selling, transferring or giving full & complete effects to the true meaning and intent of these present.
 - 6) That the First Party/Vendor has put the Second Party/Purchaser in actual and physical possession of the property hereby sold and transferred or howsoever otherwise the same may be described.
 - 7) That the Second Party/Purchaser has obtained the actual & physical possession of the flat hereby sold and found all the construction, building-materials, fitting etc. to be in perfect and good condition.
 - 8) That except in respect of the particular flat and its common facilities and shared roof terrace and parking space, the Second Party/Purchaser will have no claim, right, title or interest of any kind over or in respect of or any open or other spaces which shall remain the property of the First Party/Vendor.
 - 9) That since the flat hereby sold is the part of the residential building, for the benefit of all the flat holders, the Second Party Purchaser hereby agreed and undertakes that he/she will not :-
 - 9.1- Use the said flat for any purpose other than for residential purpose or for personal office.
 - 9.2- Occupy, interfere, hinder or keep and store any goods, furniture etc. in the common space, entrances, staircase of the Building.
 - 9.3- Throw dirt, rubbish, rage or refuse or permit the same to be thrown or accumulated in any portion of building.
 - 9.4- Use the flat for any illegal or immoral purpose or in any manner which is a nuisance or cause nuisance to the occupiers of the other flat owners in the building.
 - 9.5- Do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or cause extra premium to be payable in respect thereof.
 - 9.6- Store in the said flat any goods of hazardous or combustible nature or which are so heavy as to affect the structure of the building.
 - 9.7- Do not suffer any thing to be done in or about the said flat which may cause or tend to cause any damage to any portion over or below of the said flats or adjacent to the said flat or in any manner interfere with the use and rights and enjoyment thereof or of any open space/passage or amenities available for common use.
 - 9.8- Close or permit the closing of verandah or lounges or balconies or common passage and shall also not alter or permit any alteration in the elevation and outside colour scheme of the exposed wall and of the verandah, lounge or any external doors and windows of the Building.
 - 9.9- At any time demolish or cause to be demolished the said flat or any part thereof
 - 9.10- Claim any exclusive right whatsoever over the parking space. The Second Party / Purchaser will use the same as parking space only for parking of vehicles and for no other purposes whatsoever.
 - 10) That the purchaser further undertakes to :-
 - 10.1- Keep the common area and compound of the said building neat and clean and in proper condition.
 - 10.2- Maintain at his own cost the building in good condition, state order and shall abide by all laws, bye-laws, rules and regulations of the Government, Varanasi Development Authority or local body as well as with the rules and bye-laws framed by the society of the flat owners of the Building.
 - 10.3- Keep the building walls and partition walls and other fitting and fixtures and appurtenances thereto in good working condition and in good tenable repair and conditions and in particular so as support shelter and protect the Building as a whole, the purchaser will be liable to pay all taxes and charges in proportion to area of construction of the flat with the total constructed area of the Building.
 - 10.4- Get the flat 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 and/or occupier. Till separate assessment of flat is not made, the Second Party / Purchaser shall be liable to pay all taxes and charges in proportion to area of construction area of the building.
 - 10.5- Have his/her own electricity and telephone connection and shall pay for all such charges.
 - 10.6- 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 which may be against the rules and bye-laws of the Nagar Nigam or any other local authority and the Second Party / Purchaser shall be responsible to Nagar Nigam or any other local authority for anything done in connection with the said unit or said building and shall also always keep the society indemnified against all losses payments which the vendor or society may suffer or may have to pay on account of Second Party / Purchaser's violation of any such rule at any time in future.
 - 10.7- Become a member of society of Association of the purchasers of all the flats in the multi storied building known as 'Lav Kush Apartment' and for that purpose shall pay such proportionate costs, charges and expenses relating to or incidental to formation of such society or association and maintenance of common areas and facilities. All the decisions of society shall be binding on all members.
 - 10.8- Sign all necessary documents required for the purpose of formation and/or registration of such society or association.
 - 10.9- Observe and perform all rules and regulations which the said society or association may adopt at its inception and from time to and all times for protection, maintenance of the common area and facilities and for observing and confirming to the building rules, municipal bye-laws and regulations
 - 11) That there is a common boring with a submersible water pump and over head tank for water supply to all the flats of building in running condition. Their installation shall remain common property of all the flats owners of the building and shall be maintained and run as per mutual understanding of the flat owners.
 - 12) That the second party will be having all easementary right regarding common area, parking and terrace of the above said building which are also being enjoyed by the first party/seller/vendor.
 - 13) That the Flat No. 503 Fifth Floor belongs to share of Balaji Infracare Pvt. Ltd. and all the consideration regarding that flat is being received by the First Party Vendor Balaji Infracare Pvt. Ltd.

- 14) That the Second Party/Purchaser have borne all costs and expenses of the incidental to the conveyance or sale deed aforesaid and other writing including expenses of the stamp duty and conveyance fixed by the Collector, Varanasi.
- 15) That the rights of the Second Party/Purchaser shall be transferable and inheritable. However, the transferee or legal representatives of the Second Party/Purchaser shall be bound by the covenants herein contained to be observed by the purchaser.
- 16) That both the parties are Indian and do not belong to Schedule Caste or Schedule Tribe.
- 17) That the second party has entered into a tripartite agreement along with the first party vendor withBank Varanasi.

SCHEDULE 'A'
DETAILS OF THE PROPERTY

S. M. Plot No. Mi. 250 & 251 having total land area 25799 sq.ft. situated in Mauza Tulasipur, Ward Bhelupur, Pargana Dehat Amanat, Tehsil & Distt. Varanasi, U.P. butted and bounded as below :-

East :
West :
North :
South :

SCHEDULE 'B'
DETAILS OF THE PROPERTY HEREBY SOLD

Flat No. "Lav Kush Apartment" having Carpet area sq.ft. i.e. sq.mtr. alongwith undivided undemarcated proportionate land area sq.mtr. situated in Arazi no. Mi. 250, Mi. 251 of Mauza Tulasipur, Pargana Dehat Amanat, Teh. & Distt. Varanasi, alongwith a car parking no. shown by red hatchet lines in the plan annexed and butted and bounded as below :-

East : Flat no. 505.
West : Corridor, Lift & Stairs
North : Set back of the building open to sky.
South : Corridor

Note :- That flat hereby sold is totally residential situated in Mohalla Tulasipur, Ward Bhelupur, Distt. Varanasi and not on any scheduled road. The building is residential and Nine storied (G+8). According to the roaster fixed by Collector, Varanasi, valuation of Carpet up area of Flat sq.meter X (..... sq.mtr. =/- valuation of the proportionate land area sq.mtr. X/- =/- in totality Rs./- & common facilities 20% i.e./- in total valuation/- i.e. Rs./- The stamp duty of Rs./- is being paid on the Govt. Value according to prescribed Govt rate fixed by the collector.

MEMO OF CONSIDERATION

S.No.	Date	cheque no	amount	Bank's Name
1.				
2.				
3-				

Total Rs./-

Note: That the second party has entered into a tripartite agreement along with the first party vendor and withBank Varanasi and bank has paid Rs./- to the first party vendors in the year 20.... and Rs./- to the first party in the year 20.... for the finance of the above said flat now today the bank is paying cheque/DD no. dated amount Rs. for the full finance as the rest amount to the vendors. Thus vendors are getting Rs./- out of total sale consideration of Rs./- today. So the TDS amount of Rs. is being paid on Rs./- which is being received as rest of sale consideration amount today.

IN WITNESS WHEREOF the Vendor AND the Purchaser have executed this Indenture of Sale on the day and month of the year above written of their free will and accord without any under influence after fully understanding the contents of the same.

WITNESSES :-

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

Drafted by : Arvind Kumar Srivastava
Advocate
Collectorate Court, Varanasi

Typed by : K.K. Computer
Collectorate Campus, Varanasi.