

DRAFT FOR RERA REGISTRATION PURPOSES ONLY**This Deed Of Sale Executed This The Day Of 2024:-****BETWEEN**

Nitin Malhotra & Jayant Malhotra both S/o Late Hukum Chand alias Hukum Chand Malhotra both resident of 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. **Mobile no.**

.....First Party/Seller**AND**

..... (PAN-) W/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 their heirs, successors, executors, administrators, assigns and legal representatives) of the Second Part; **Mobile no.**

.....Second Party/Purchaser

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 Vendors, Nitin Malhotra and Jayant Malhotra, afore-mentioned, with as view to develop 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, and got the same sanctioned from Varanasi Development Authority.

AND WHEREAS over a portion of the aforementioned land as set of Duplex Houses has been built and developed under the name and style of MAHAVIR HEIGHTS PHASE-II-

B which has only access through the colony road situated towards the Southern direction of the MAHAVIR HEIGHTS PHASE-II-B constructions. The project has separately registered in the RERA records as MAHAVIR HEIGHTS PHASE-II-B, having RERA Project registration UPRERA-PR-.....

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

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

- 1- That the Vendors hereby transfer by absolute sale all that **Duplex No.** morefully detailed in Schedule hereunder being part of **MAHAVIR HEIGHTS Phase II-B**, built 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 Village- Shivdaspur, Pargana Dehat Amant, Tehsil & Distt. Varanasi, MAHAVIR HEIGHTS PHASE II-B residential complex, UNTO the Purchaser for a total Sale Consideration of **Rs./- (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.
- 3- That the Vendors have delivered actual physical possession to the Purchaser/s over the Duplex hereby sold and the Purchaser/s has taken full possession over it. The Purchaser have fully satisfied herself/himself about the workmanship of the Duplex hereby sold in particular and the Lay-out as a whole and about the common areas and common facilities.

- 4- That the Duplex hereby sold is free from all claims, charges, encumbrances, disputes and litigations.
- 5- That since the Duplex hereby sold is a part of the Complex and built according to sanctioned plan therefore for the benefit of all the Unit holders, the Purchaser hereby agrees and undertake that she:—
 - a- SHALL NOT Use the said Duplex for any purpose other than for residential purposes.
 - b- SHALL NOT Occupy, interfere, hinder or keep and store any goods, furniture, vehicle etc. in the common areas of the complex.
 - c- SHALL NOT Do or suffer anything to be done in or about the said Duplex which may cause or tend to cause any damage to the structure adjacent to the said Duplex 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.
 - d- SHALL NOT Leave the pet, if any, unattended in the complex.
 - e- SHALL NOT alter or permit any alteration in the front façade, elevation and outside colour scheme of the Complex, exposed wall of the veranda, lounge or any external walls, boundary walls doors and windows of the Duplex hereby sold.
 - f- SHALL NOT At any time demolish or cause to be demolished the said Duplex or any part thereof.
 - g- 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 portion of land or building within the said MAHAVIR HEIGHTS Complex or any other adjoining property owned by the vendors Jayant Malhotra and Nitin Malhotra.
- 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/her cost the Duplex in good condition, state and order.
 - c- Keep the building walls and partition walls in good condition and in good tenantable repair and condition.
 - d- Get the said Duplex separately numbered and assessed by Nagar Nigam, Varanasi and/or other such authority and get her name mutated in the records of Nagar

Nigam, Varanasi and/or other local authorities and pay all taxes, levies and charges payable by owner and/or occupier. Till separate assessment of each Duplex is not made, the Purchaser shall be liable to proportionately compensate all the taxes and charges, paid by Vendor or association.

- e- Have own electricity connection, telephone connection and shall pay for all such charges.
 - f- The Purchaser shall be responsible to Nagar Nigam or other concerned local authority for anything done in connection with the said complex and also keep the Vendors and the owners and occupiers of other flats and unit of the complex, 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.
- 7- That the house hereby sold has been sold without any separate parking facilities. The Purchaser shall not claim any right, whatsoever, over the covered or uncovered parking space or any other open land/structures/premises/buildings or interfere in the manner of booking, allotment and/or sale of Flats/units situated in MAHAVIR HEIGHTS, outside the area of the Duplex hereby sold. However the purchaser shall be entitled to use and enjoy the common area and facilities of the complex designated for the use of the occupiers of the Duplex Houses of MAHAVIR HEIGHTS Phase II, upon payment of the regular maintenance charges thereof.
- 8- 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 or any other adjoining property owned by the vendors Jayant Malhotra and Nitin Malhotra. 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 Duplex hereby sold to the Purchaser.

- 9- That the remaining portions of land of MAHAVIR HEIGHTS Phase-II shall be independently developed and transferred by the Vendors, the purchaser/s shall never object over the manner of construction over the same and shall never claim any interest in the land and facilities of the proposed such development. The vendor shall also be entitled to transfer the remaining land of MAHAVIR HEIGHTS Phase-II and or construction over it. 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 Phase-I or MAHAVIR HEIGHTS Phase-II or to the remaining portion of the property owned by the Vendor.
- 10- That there are certain common areas like common road of the Mahavir Heights Phase II and common facilities like; water supply equipments and fittings, common lighting, cleaning and periodical maintenance of the streets of the Mahavir Heights Phase II. The cost of maintenance, security, external and common lighting, repairs, replacement etc. of such common areas and facilities shall be done by the joint fund of the owners and occupiers of the duplex houses of the Mahavir Heights Phase II.
- 11- A list of common areas and facilities for the joint use of the occupiers and owners of housing unit of MAHAVIR HEIGHTS Phase-I and that of occupiers of MAHAVIR HEIGHTS Phase-II is given in Schedule B. The maintenance of common areas and facilities as given in Schedule B 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 Schedule B shall be equally charged to each unit of MAHAVIR HEIGHTS Phase-I and that of MAHAVIR HEIGHTS Phase-II.
- 12- That maintenance charges shall also include, outgoing for the maintenance and management providing electricity for common areas and facilities of the complex, common lights and other outgoing such as collection charges, charges for watchmen, sweepers and maintenance of accounts and also all or any expenses of common nature within the complex.
- 13- That the common areas and facilities of the MAHAVIR HEIGHTS Phase II shall be done by the association of the unit holders of MAHAVIR HEIGHTS Phase II and until such association is formed and takes over the maintenance of the common area

and facilities the same shall be done by the vendor or by such other maintenance authority as decided by the Vendors, upon the cost of the Purchaser.

- 14- That the total maintenance charges will be fixed by the association of unit holders or the vendors on the basis of the maintenance costs. However, the liability of the Purchasers for payment of such charges shall be on per unit basis at actual costs incurred for provision of maintenance services to the said common area and facilities of the complex Mahavir Heights, as may be determined or required from time to time, by the maintenance authority, as the case may be, at their sole discretion. The decision of the association of unit holders or the vendors as regards the costs of maintenance will be final and binding on the Purchasers. The maintenance authority shall have the sole authority to decide the necessity of replacement, up gradations, additions etc. of any plant/machinery, as the case may be, including but not limited to, electric sub-stations, pumps, fire fighting equipments, any other plant/equipment of capital nature etc.
- 15- That the purchaser and her/his/their transferees and successors shall be bound to pay such periodical charges in all circumstances, even if the Duplex hereby sold remains unoccupied, to the maintenance authority, i.e., Vendor or the association of the unit holders as the case may be.
- 16- That 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 maintenance authority 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. and the said maintenance authority shall have first charge/lien on the said apartment in respect of any such non-payment of maintenance bills and/or such shortfall.
- 17- That the purchaser shall observe and perform all rules and regulations which the Association may adopt at the inception and from time to time or till said 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.

- 18- 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 Duplex hereby sold or the project as a whole and if any other tax shall also be payable by the Purchaser.
- 19- 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.
- 20- That the Purchasers agrees and confirms that all the obligations arising under this sale deed in respect of the said Duplex or the said complex 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.
- 21- 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 maintenance authority. Upon the sale, bequest or transfer of duplex hereby sold, the Purchaser of the duplex hereby sold 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.
- 22- That all costs of registration of sale deed, including legal and miscellaneous charges have been borne by the Purchaser.

MEMO OF CONSIDERATION

Amount	Cheque No.	Date	Bank

	TDS Challan no.		
<u>Rs.</u>	TOTAL		

SCHEDULE

(Description of Duplex being sold)

Duplex (Villa) No. of MAHAVIR HEIGHTS Phase II-B having land area of 127.61 Sq.Mtr and total Covered Area of 223.21 Sq.mtr. (*carpet area ofSq. mtr.*), 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 Village- Shivdaspur, Pargana- Dehat Amant, Tehsil & Distt. Varanasi and bounded as follows:-

Boundary of Duplex:-

East :- Remaining property of First Party

West :- Colony Road

North :- Duplex No

South :-

NOTE:-

- Value of the property as per prescribed Circle rate is as under: —

Covered area 223.21 Sq.mtr. @ Rs. ____/- Per Sq.mtr = Rs. ____/-

Land area 127.61 Sq.mtr. @ Rs. ____/- Per Sq.mtr. = Rs. ____/-

Total Valuation = Rs. ____/-

- The Stamp Duty of Rs./- Paid through E-Stamp Certificate no. IN-UP..... dated
- The Duplex sold is purely residential.
- The parties to this deed are Indian Nationals.
- NO commercial activity takes place within 100 meters of the duplex hereby sold.
- That the duplex hereby sold is not situate on or within 50 meters of any notified road.

SCHEDULE B

The common areas and facilities to be maintained by the joint funds of the occupiers/owners of the flats/units of MAHAVIR HEIGHTS phase-I and MAHAVIR HEIGHTS phase-II located within the area mentioned as “common” in the site plan attached, particularly:-

1. Community Hall
2. Garden/Park / Children’s Playground
3. Drive way
4. water supply equipments, water lines and fittings
5. sewer lines and equipments
6. Swimming pool,
7. Gym
8. Badminton Court
9. Common security of the phase I & II of MAHAVIR HEIGHTS
10. Common Toilets at the eastern entrance of the Complex.
11. Transformers and the meter for the common area near entry of the complex.
12. And all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

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

WITNESSES:-

1. Name :
 Father's Name:
 Address :
 Mobile no.
 Signature :

2. Name :
 Father's Name:
 Address :

Mobile no. .

Signature :

Drafted by:- (Amit Varma)

Advocate,
Civil Court, Varanasi.

Typed by:- R.K. Computer

Central Bar Building, Shop no. 8,
Collectrate Court, Varanasi

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