

Nature of Deed	Sale Deed of Apartment
Nature of Land	Residential
Ward / Mohalla / District	S.M.Plot Nos. 39, 48K, 79 and 80 Total 4 Plots Total area 15129.6 Sq. Mtr. Situated at Village Dasepur Pargana Athgawan Tehsil Pindra District Varanasi
Description of Property	Apartment No ____ at ____ th Floor in 'Shree Sai City Phase-2'
Carpet Area of Unit	_____ Sq. Meters
Super Built-up Area	_____ Sq. Meters
Area of Balcony Right to exclusive use Sq. Meters
Area of open terrace Right to exclusive use	Not Applicable
Proportionate share in land area transferred to 'Shree Sai City Phase-2' Resident Welfare Association'	_____ Sq. Meters
Proportionate share in Common area & facilities transferred to 'Shree Sai City Phase-2' Resident Welfare Association'	__ Sq. Meters
Road	As per Schedule 'A'
Other description	Apartment in a building with common area
Type of property	Apartment
Structure	Stilt + 13 storied along with Terrace
Trees	X
Boring etc.	X
Year of construction	2024
Whether a housing Association	No
Valuation as per Circle Rate	Rs. _____/-
Sale Consideration including G.S.T.@5%	Rs. _____/-
Whether Male/Female	Male
Stamp Duty payable	Rs. _____/-
Stamp Duty paid	Rs. _____/-
Financed by

THIS Sale Deed of Apartment is executed at Varanasi this theth day of, **2024** BY AND BETWEEN the following described persons:

- (1) **M/s. SHREESAIBABA INFRAPROJECT PRIVATE LIMITED (CIN No.-U70102UP2013PTC05727)** a Company registered, incorporated and constituted under Companies Act, 1956 having its registered office at HIG-5, Phase-2, Ashok Vihar Colony Pahariya Varanasi (**PAN-**

AATCS2257F) through its **Director** _____ s/o _____ (Adhaar No. _____) r/o Mobile No., vide resolution datedth, 20**24** hereinafter for the sake of brevity referred to as the **First Party / VENDOR**; which terms unless repugnant to the context include its legal representatives, executors, administrators and assigns;

AND

Shri _____ S/o **Shri** _____ resident of _____ Mobile no. PAN _____ **Occupation-** hereinafter for the sake of brevity referred to as the **Second Party / Vendee**, which term unless repugnant to the context includes his/her/their heirs, legal representatives, executors, administrators and assigns.

WHEREAS the First Party / Vendor purchased S.M.Plot Nos. 39, 48K, 79 and 80 Total 4 Plots Total area 15129.6 Sq. Mtr. Situated at Village Dasepur Pargana Athgawan Tehsil Pindra District Varanasi hereinafter referred to as "Said Land". The Promoter acquired said land vide sale deed dated 27/07/2016 registered at Sr. No. 3984 of 2016, Sale Deed dated 08/11/2016 registered at Sr. No. 5897 of 2016 and Sale Deed dated 07/12/2017 registered at Sr. No. 5256 of 2017. The Part and Partial Land area i.e 6524.67 sqm as being registered in RERA said to be Shree Sai City Phase-2 hereinafter for the sake of brevity referred to as "**the said LAND**". Its boundary is detailed in **Schedule 'A'**

AND WHEREAS plan has been sanctioned by the Varanasi Development Authority for construction of a residential building vide Approval dated 18.09.2024 bearing Letter No. 44/18 Affordable Vinyas Varanasi Development Authority (Said to be VDA)/2024-25 on the said Land and the Vendor has developed a multi-storied residential building named as '**Shree Sai City Phase-2**' as per the said sanctioned plan (hereinafter referred to as 'The said Building').

AND WHEREAS The Promoter has obtained final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from Varanasi

Development Authority vide Approval dated 18.09.2024 bearing Letter No. 44/18 Affordable Vinyas Varanasi Development Authority (Said to be VDA)/2024-25.

AND WHEREAS The Awas and Shahari Niyojan Vibhaag, Government of Uttar Pradesh has approved the project named "SHREE SAI CITY Phase-2" under its Affordable Housing Policy and granted the permission to develop the project vide Approval dated 18.09.2024 bearing Letter No. 44/18 Affordable Vinyas Varanasi Development Authority (Said to be VDA)/2024-25. Further the said project is in compliance of the condition prescribed u/s 80 IBA of income tax act 1961.

AND WHEREAS the said building project has been registered in Real Estate Regulation and Development Act (RERA) vide Registration No. _____.

AND WHEREAS the Second Party / Vendee has vide application dated _____ applied **(1)** for allotment of Apartment No. _____ at _____ Floor (hereinafter referred to as 'The said Apartment') and **(2)** to reserve the 'right to use' **Four-wheeler** Parking Space No. in the said Building (hereinafter referred to as 'the said Parking Space') after completion of the construction in all respect (as morefully, detailed and described in **Schedule 'B'** to this Sale Deed) and, thereafter, the same were allotted by the First Party / Vendor to the Second Party / Vendee through Letter of offer dated

AND WHEREAS the said Apartment is now complete in all respects to the satisfaction of the Second Party / Vendee and the parties hereto have agreed to deliver and convey the property.

Now, therefore, the parties hereunto execute this Sale Deed of Apartment and bind themselves with the following:

1. That in consideration of **Rs. _____/- (Rupees _____)** including 5% G.S.T having been paid by the Second Party / Vendee

as per details given in the **Schedule 'D'** of this Deed hereunder, the receipt whereof is acknowledged by the First Party / Vendor, the First Party / Vendor does hereby transfer and convey to the Second Party / Vendee the residential Apartment No. _____ on _____th Floor and reserve 'right to use' of the Parking Space No. in the Complex, morefully detailed and described in **Schedule 'B'** hereunder respectively and detailed in the map annexed hereto alongwith prorata interest in the impartible land and common area and common facilities provided for the common use of occupiers of the Building - "**Shree Sai City Phase-2**" (morefully detailed and described in **Schedule 'C'** of this Deed)

Sl. No.	Particulars	Amount (Rs.)
1.	Sale value of the Apartment including proportionate share of the land and common areas & common facilities (including 5% G.S.T.)	
Total:		
(Rupees _____ only)		

2. That the First Party / Vendor has delivered actual physical possession to the Second Party / Vendee over the Apartment hereby sold and the Second Party / Vendee has taken actual possession over it after having fully satisfied about completion of the Apartment, and the First Party / Vendor has also delivered the prorata share **Sq. meters** as per Schedule-C in the land and common services and common facilities.
3. That the Apartment hereby sold is free from lien, charges, attachment, encumbrances, disputes and litigation.
4. That the Second Party / Vendee is entitled to prorata undivided interest in the common area and facilities meant for use of all apartments in the Building, for removal of doubts, it is understood

that such common area and facilities shall mean all those area and facilities as enumerated as such by the First Party / Vendor.

5. That the common area and facilities shall not be transferred. It shall remain undivided and the Second Party / Vendee shall not bring any action for partition or division of any part thereof in any manner whatsoever, and any covenant to the contrary shall be void.
6. That the Second Party / Vendee shall use the common area and facilities in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Apartment Owners of the Building.
7. **Restrictions on the Second Party / Vendee:** That the Second Party / Vendee hereby agrees and undertakes that the Second Party / Vendee **SHALL NOT:**
 - 7.1 Use the Apartment for any purpose other than for residential usage, such as office, shop, consultation chamber of professionals etc.;
 - 7.2 Occupy, interfere, hinder or keep or store any goods, furniture etc. in the common areas including entrances, staircase etc. of the building;
 - 7.3 Throw dirt, rubbish, rags or refuse or permit the same to be thrown or accumulated in any portion of the building or over the common area;
 - 7.4 Use the Apartment for any illegal or immoral purpose or in any manner which may be a nuisance or cause nuisance to the occupiers of other Apartments in the Building;
 - 7.5 Store in the Apartment any goods of hazardous or combustible nature or which are so heavy as to affect the building or structure of the building;
 - 7.6 Do or suffer anything to be done in or about the Apartment which may cause or tend to cause any damage to any floor,

ceiling of the Apartment or any other portion over and below the said Apartment;

- 7.7 In any manner interfere with the use and rights and enjoyment thereof or of any open space/passage or amenities available for common use;
- 7.8 Close or permit the closing of veranda or lounges or balconies and common passage and shall also not alter or permit any structural alteration or alteration in the elevation and outside colour scheme of the building, exposed wall of the veranda, lounge or any external doors and windows of the building;
- 7.9 Object to the Vendor's 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 building.
- 7.10 At any time demolish or cause to be demolished the said Apartment or any part thereof;
- 7.11 Make any alteration and addition or changes in the apartment, plumbing, electrical and structural inner walls etc. without the prior approval in writing of the Vendor or the Association; however, if the buyer does make any aforesaid changes, he/she shall be liable for all damages, penalties caused. The Vendor shall not be liable for any damages caused by such act of the buyer.
- 7.12 Claim any right, whatsoever, over the covered exclusive parking space, other than the ones reserved for the Buyer and shall use the same as parking space only for parking of vehicles and for no other purposes, whatsoever; and
- 7.13 Use visitors' parking as it has been provided for visitors' vehicle only.

8. Obligations of the Buyer: The Buyer further undertakes to -

- 8.1 Observe in letter and spirit, follow and abide by all the rules, regulations and bye-laws for the time being (whether made by State legislation, Nagar Nigam, local authorities, the Vendor and/or the Association at the inception and subsequently).
- 8.2 Keep the common areas and the compound of the said Building neat and clean and in proper condition and free from any obstructions;
- 8.3 Maintain at own cost the Apartment in good condition, state and orderly manner;
- 8.4 Keep the Building walls and partition walls and other fittings and fixtures and appurtenances thereto in good working condition with necessary repairs and maintenance and in particular the support structure and protect the building as a whole;
- 8.5 Permit the Vendor or representatives of the Association and its surveyors and agents with or without workmen at all reasonable times to enter into the Apartment and to examine the state and condition thereof and shall be liable to make good all such defects and deficiencies of repairs and maintenance for which notice in writing shall be given to the Buyer;
- 8.6 Refrain from doing anything to the Apartment, the Building and/or the common area which may be against the rules and bye-laws (whether made by State legislation, Nagar Nigam, local authorities, the Vendor and/or the Association at the inception and subsequently), and it is understood that the Buyer shall, apart from other consequences, be responsible to keep the Vendor and the Association, indemnified against all losses suffered and payments made due to any act of commission or omission by the Buyer at any time in future.

8.7 Conform and take sufficient steps to ensure that all the obligations arising under this Sale Deed in respect of the Apartment and Building shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent Buyers of the Apartment as the said obligations go with the Apartment for all intents and purposes.

9. Obligations of the Buyer towards the Association: That the maintenance, upkeep, repairs, security, landscape and common services etc. of the building including common area shall be collective (joint and several) responsibility of the apartment owners or the occupiers and shall be managed by the Association of Flat Owners or its nominated agency and the Buyer further agrees as under:

- a. The Second Party / Vendee shall become a member of the Association;
- b. The Second Party / Vendee shall pay maintenance charges to the Association as fixed by the Association which may include provision for a sinking fund for major repair of the Building and replacement of the equipments and in the event of delay or failure to pay such charges, the Second Party / Vendee shall not be entitled to use the common areas and facilities during the period of default;
- c. That such maintenance charges shall include *inter-alia* the following:-
 - i. Cost of annual maintenance;
 - ii. All other rates, levies, impositions and outgoings that may from time to time be levied against the Land and/or Building including water charges and service tax; and

- iii. Outgoing for the maintenance and management providing electricity for common areas and facilities of the Building and land appurtenant thereto, the lifts, common lights and other outgoing such as collection charges, charges for watchmen, sweepers & other staff and maintenance of accounts incurred in connection with the Apartment.
 - iv. The Buyer shall pay to the Association the prorata cost incurred or to be incurred for replacement, up gradation, addition etc. of the machinery and equipment including but not limited to electric substation and HT/LT electricity equipments, panels, DG sets and allied systems, security and surveillance systems, fire alarm and fire fighting systems, water filtration, intercom network etc. or any other common facility (The Association shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof);
 - v. The Buyer shall promptly pay all the dues to the Association including the bills, maintenance charges, interest-free security deposit etc. as may be decided by the Association from time to time and any delay in making the payment will also render the Buyer liable to pay interest @ 9% per annum to the Association and the Association shall have the first charge on the Apartment in respect of such dues;
 - vi. The Buyer shall pay all the dues to the Association irrespective of the fact whether the Buyer lives in the Apartment or keeps it vacant;
 - vii. The Second Party / Vendee before transferring the Apartment shall give due information to and obtain NO DUES Certificates from the Association.
- 10.** That the right of the Second Party / Vendee acquired through this deed is heritable and transferable.

- 11.** That all the taxes, duties, cess such as Goods and Service Tax, Stamp duty and registration expenses of this Sale Deed have been borne by the Second Party / Vendee. Any further taxes, duties, cess levied / assessed by the competent authority / Government shall also be reimbursed by the Second Party / Vendee.
- 12.** That the First Party / Vendor hereby agrees and assures the Second Party / Vendee to help and assist him/her in getting the property transferred/mutated in the relevant department and any other concerned department and/or the Second Party / Vendee shall have full right to get the property transferred/ mutated in his/her own name from the concerned department on the basis of this Sale Deed even in the absence of the First Party / Vendor.

SCHEDULE 'A'

PARTICULARS OF LAND

S.M.Plot Nos. 39, 48K, 79 and 80 Total 4 Plots Total area 15129.6 Sq. Mtr. Situated at Village Dasepur Pargana Athgawan Tehsil Pindra District Varanasi bounded as below:-

EAST :

WEST :

NORTH :

SOUTH :

Area for road widening :-

Net Land Area :-

SCHEDULE 'B'

PARTICULARS OF THE APARTMENT HEREBY SOLD

Apartment No. _____ on _____ Floor having carpet area _____ square meters equivalent to _____ sq. ft. super built-up area _____ Sq. Mtr. that is _____ Sq. Ft. including undivided, indivisible and variable pro-rata share interest _____ Sq. Mtr., equivalent to

0.....%, in the residential building named as **"Shree Sai City Phase-2"** situated on S.M.Plot Nos. 39, 48K, 79 and 80 Total 4 Plots Total area 15129.6 Sq. Mtr. Situated at Village Dasepur Pargana Athgawan Tehsil Pindra District Varanasi along with rights in common area and common facilities and is butted and bounded as under: -

East :

West :

North :

South:

PARTICULARS OF THE PARKING SPACE, RIGHT TO USE OF WHICH IS HEREBY RESERVED

Four-wheeler Parking No., having covered area of square meters in the floor of the residential building named as **"Shree Sai City Phase-2"**.

SCHEDULE 'C' COMMON AREAS & COMMON FACILITIES in "Shree Sai City Phase-2"

Common Area and Facilities:

Association office
Community hall
Common toilet
Main staircase
Fire fighting staircase
Lift well
Underground tank
Guard room
Transformers
Children's play area
Open garden
Visitor's parking
Power Supply System
Lifts
Sewage Treatment Plant
Rain Water Filtration & Recharge Well
Fire Fighting System
Miscellaneous Facilities

SCHEDULE 'D'
PARTICULARS OF PAYMENTS RECEIVED

Sl. No.	Date of Cheque /RTGS	Cheque No./RTGS No./NEFT No./UPI No.	Bank Name	Sale Amount	GST@1% deposited	Amount with GST
1						
2						
3						
4						
			Total			
Total (inclusive G.S.T.@5%): - Only						

Calculation of govt. value of the property hereby sold:

Super Built-up area of the apartment	Sq. Mtr. X Rs. 32000/-	Rs..00
	Total	Rs..00
	Sale Consideration	Rs..00
	Stamp paid	.00

1. Since the sale consideration is more than the valuation as per the scheduled rate fixed by the government Stamp Duty is being paid on Rs. /- (**inclusive 5% G.S.T.**) that is on sale consideration @ 7% Total stamp of **Rs. 0/-** is paid by e-stamp certificate no. **IN-UP.....** Dated
2. The property sold is purely residential and located on Varanasi to Jaunpur Road.
3. The parties to this deed are Indian Nationals.
4. Stamp duty has been paid on the basis of Circle Rate Pindra 2019-2020 Page no. **4** Serial no. **26**

IN WITNESS WHEREOF the parties hereto have set their hands and put their respective signatures after fully reading and understanding the contents thereof in the presence of witnesses on the day, month and year first above mentioned.

WITNESSES

1.

S/o

R/o

.....

Aadhaar No.

Occupation-

Mobile No.

2.

S/o

R/o

.....

Aadhaar No.

Occupation-

Mobile No.

Drafted By :-

(BRIJESH SRIVASTAVA)

Advocate

Room No. 45, Adhivakta Vishramalaya,

Central Bar Association, Opp. Sub-Registrar Office

Collectorate Compound, VARANASI

Mobile No. 9839057125

Typed By:-

.....

Collectorate Compound

Varanasi