



mutated in the revenue records as Bhumidhar thereof. The aforesaid Land Owners and the Developer/First Party entered in to a Development Agreement dated 18.09.2021 for development of the aforesaid land properties. The said agreement is duly registered in the office of Sub-Registrar, Gangapur, Varanasi in Book no. 1, Volume 6803 at pages 187 to 222 at SI, no, 5875 on 18.09.2021. Thereafter, both the parties have executed a supplementary deed dated \_\_\_\_\_ in respect of the aforesaid property.

AND WHEREAS in pursuance of the aforementioned development agreement the said Developer prepared a Plan for development of the aforementioned land and started construction over the same. The building has been named as "SJRS Infracity".

The Project has been registered with the Real Estate Regulatory Authority" on Date \_\_\_\_\_ and Project Registration Certificate no, is UPRERAPRJ \_\_\_\_\_.

AND WHEREAS the net area for development of the land aforementioned after providing for road widening is \_\_\_\_\_ Sq. mtrs, out of which \_\_\_\_\_ Sq. Mtrs. of land area has been reserved for construction of building for the EWS & LIG. This Block is separate from the residential portion having independent egress and ingress and their separate common facilities. The remaining land area of \_\_\_\_\_ Sq. Mir. of is being developed as a complex having Three Residential blocks and One commercial Block of building comprising of flats along with a demarcated and specified area for common facilities with provisions of parking at the basement and ground level.

AND WHEREAS, the Vendors/Owner decided to sale the said residential flats having 09 storeys "SJRS Infracity" (G+09, 5 Blocks) consisting of \_\_\_\_\_ Flats alongwith 2 Passenger Lift and one Goods Lift in Block-1 and \_\_\_\_\_ Flats alongwith 3 Passenger Lifts and one Good Lift in Block-2 and \_\_\_\_\_ Flats along with 2 Passenger Lifts and one Goods Lift in Block-3.

AND WHEREAS the Intending Purchasers/Second Party expressed desire to purchase a Flat in the above said "SJRS Infracity", which is being built by the First Party, according to the Plan got sanctioned by the First Party as per their own specification and applied for allotment of a Flat through application.

AND WHEREAS Purchasers/Second Party on being satisfied with the specifications of the flat and the building under construction and agreeing to comply with the terms and conditions of the allotment and to pay the Sale Consideration thereof was provisionally allotted Flat no. .... on ..... Floor of Block-One of "SJRS Infracity" apartment to which the Second Party agreed.

AND WHEREAS, the Purchasers after inspecting and otherwise satisfying himself and quality and workmanship of the complex, agreed to purchase one Apartment/Flat no. .... on ..... Floor of Block-One of "SJRS Infracity" complex; detailed in Schedule 'A' hereunder for a total net sale consideration of Rs..... /- (.....Only).

NOW THEREFORE, the parties hereunto execute this deed of Sale and bind themselves with the following:—

1. That the Vendors hereby sells the Apartment/Flat detailed in Schedule hereunder unto the Purchasers for a total net sale consideration of Rs..... /- (.....Only).
2. That the Vendors has delivered actual physical possession to the Purchasers the Apartment/Flat hereby sold and the Purchasers have taken full possession over it. The Purchasers have fully satisfied themselves about the workmanship of the Apartment/ Flat and the complex as a whole.
3. That all staircases, common passages, landings, ventilation sheds on each floor, lobbies, electrical installations, servant lavation and bathroom guard and watchman room, driveways in the ground floor, septic tanks, water tanks, boundary walls of the complex, shall be the common areas in the complex.
4. That the land over which the Apartment/Flat is constructed and the Apartment/Flat being sold of which unit of sale forms part is free from all claims, charges, encumbrances, litigations.
5. That since the Apartment/Flat hereby sold is a part of the complex, for the benefit of all the Apartment/Flat holders, the Purchasers hereby agrees and undertakes that they shall not,
  - 5.1 Use the said Apartment/Flat for any purpose other than for residential or for personal office.
  - 5.2 Occupy, interfere, hinder or keep and store any goods, furniture etc. in the common space, entrances, staircase etc. of the Complex.
  - 5.3 Throw dirt, rubbish, rags or refuse or permit the same to be thrown or accumulated in any portion of the Complex.
  - 5.4 Use the Complex/Flat for any illegal or immoral purposes or in any manner which is a nuisance or cause nuisance to the occupiers of the other apartment/flats in the Complex.
  - 5.5 Do or permit to be done any act or thing which may render void or voidable any insurance of the said Apartment/Flat or cause extra premium to be payable in respect thereof.
  - 5.6 Store in the said Apartment/flat any goods of hazardous or combustible nature or which are so heavy as to affect the complex or structure of the Complex.
  - 5.7 Do or suffer any thing to be done in or about the said Apartment/Flat which may cause or tend to cause any damage to any floor or ceiling of the Apartment/Flat or any other portion over the below the said Apartment/Flat or the structure adjacent to the said Apartment/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.
  - 5.8 Close or permit the closing of verandahs or lounges or balconies and common passage and shall also not alter or permit any alteration in the elevation and outside colour scheme of the exposed wall of the verandah, lounge or any external doors and windows of the complex.
  - 5.9 At any time demolish or cause to be demolished the said Apartment/flat or any part thereof.

- 5.10 Claim any right of specified parking space and shall use the common parking space only for vehicles and for no other purpose whatsoever.
6. The Second Party/Purchasers are entitled to use the common Parking only for one four wheeler and two two-wheelers vehicles.
  7. That the Project "**SJRS Infracity**" has Parking space for all the units of all the buildings. The PURCHASER/S shall be and demarcated car parking space situated within "**SJRS Infracity**" complex at the Stilt level or in the basement or in the open area, as per the discretion of the Vendors. The purchasers shall use the same as parking space only for parking of vehicles and for no other purposes, whatsoever, and shall never enclose or erect any temporary or permanent structure over the allotted parking space. The purchasers shall not claim any right, whatsoever, over the covered or uncovered parking space, other than the one allotted to purchasers. The unit hereby sold and the parking space so allotted cannot be alienated independent of each other. Parking spaced allotted to each unit holder shall be limited common area for that particular unit holder.
  8. That the PURCHASER/S shall have proportionate undivided interest in the common area and the facilities of the building complex "**SJRS Infracity**", as mentioned in the schedule hereunder, which has been computed by taking, as a basis, as of now, the area of the Flat in relation to the aggregate area of all salable units of all the Four Blocks i.e. Three Residential Block and One Commercial Block of building complex "**SJRS Infracity**". However if at their own discretion the First Party/ Vendors decides to not to construct the building for Economically Weaker Section (EWS) as mentioned above the first party shall always be authorized to, and the purchaser hereby gives unequivocal consent of the same, amalgamate the land reserved for EWS with the other main residential complex and construct one or more blocks of building over the same. In such a situation the land area of the remaining complex would enhance and the building built over the said land (which as of now is reserved for EWS) will be part of the complex and the holders/owners of the units of the said building/s as well as the Four blocks of the main complex will be amalgamated and the common area and facilities situated inside the such amalgamated land shall be for use of the occupiers of all the units of all the blocks of the entire complex. However, in such situations the flat hereby sold to the purchaser and the right over the exclusive parking space allotted to him/her shall remain unaffected although the proportionate interest of the purchaser in land and other common area and his/her liability to pay the maintenances charges may change.
  9. That the Purchasers further undertakes to:—
    - 7.1 Keep the common area and the compound of the said Complex neat and clean and in proper condition.
    - 7.2 Maintain at their cost the Apartment/Flat in good condition, state & order and shall abide by all laws, by-laws, rules and regulation of the Government, Varanasi Development Authority or any other authority or legal body as well as with the rules and bye-laws framed by the society of the Apartment/Flat holders of the complex.
    - 7.3 Keep the building walls and partition walls and other fittings and fixtures and appurtenance thereto in good working condition and in good tenantable repair and conditions and in particulars so as to support shelter and protect the Complex as a whole.
    - 7.4 Permit the Vendors or representatives of the Society of the Apartment/Flat holders and its surveyors and agents with or without workmen at all reasonable times to enter into the Apartment/Flat and to examine the state and condition thereof and shall be liable to make good all such defects and wants to repair of which notice in writing shall be given to them.
    - 7.5 Get the Apartment/Flat separately numbered and assessed by Nagar Nigam, Varanasi, and get, their names mutated in the records of Nagar Nigam and other local authorities and pay all taxes levies and charges payable by owner with effect from the date of Registration of this sale deed.
    - 7.6 Get their own electricity connection, telephone connection and shall pay for all such charges.
    - 7.7 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 or said complex which may be against the rules and bye-laws of the Nagar Nigam or any other local authority and the Purchasers shall be responsible to Nagar Nigam or any other local authority for anything done in connection with the said unit or said building of the said complex and shall also always keep the Vendors, Buyer, Society, indemnified against all losses, payments which the Vendors or Society may suffer or may have to pay on account of Purchasers violation of any such rule at any time in future.
    - 7.8 Observe and perform all rules and regulation which the said Society or Association adopt at its inception and from time to time and at all times for protection, maintenance of the common areas and facilities and for observing and confirming to the building rules, municipal bye-laws and regulation.
  10. That the Vendee/Vendees agrees that the proportionate liability of each Apartment/Flat Owner towards maintenance charges including charges towards running of diesel generator for limited power back-up in the common areas or for running or maintaining common facilities or for providing security or for any deposit or tax payable to any authority as determined by a Chartered Accountant appointed by the said society and until such society formed & registered and takes over charge of management and maintenance of the said building by the Vendors shall be final and binding and that the Vendee/Vendees further agrees that the account of expenses of maintenance charges as audited and certified by such Chartered Accountant shall be final and binding.
  11. That in order to secure adequate provision of maintenance services, the Vendee/Vendees/ Second Party has/have deposited non-refundable one time interest free maintenance security(I.F.M.S) as per society terms and conditions on Super area of the particular Apartment/Flat with the Vendors/ First Party. Once when the said society formed & registered and takes over charge of management and maintenance of the building then the Vendors/First Party shall hand over the amount so collected into the bank account of the

- registered society without any interest. This amount shall be used for major repair work/maintenance and not in routine manner or for usual purposes.
12. That in case of any delay or default in paying the maintenance charges the Vendee/Vendees/ Second Party agrees to pay to the said society until such society formed & registered and takes over charge of management and maintenance of building to the Vendors, interest @ 18% per annum on the maintenance charges from the date of maintenance charges becomes due and payable up to the date of payment, in addition to maintenance charges .
  13. That the Vendee/Vendees/Second Party hereby agrees and undertakes to do all other things required at all times as may be necessary for the proper management and for amendment of the bye-laws, rules and regulations of the said society and taking decisions or for framing any rules and regulations to be formulated by the society. It is however made clear that only one person can claim membership from each Apartment/Flat of the said building.
  14. It is hereby agreed between the parties that if the Vendee/Vendees/ Second Party neglect, commit default or fail for any reason, whatsoever, to pay the maintenance charges by the respective due date to the said society or until such society formed & registered and takes over charge of management and maintenance of building to the Vendors then all such dues shall be first charged on the Apartment/Flat.
  15. That it is agreed between the parties that after formation and Registration of the society of Apartment/flat owners, the society shall take over the possession / title of common areas as defined Under Section 2(N) as per provisions of section 17(1) of The Real Estate (Regulation and Development) Act - 2016.
  16. That the Vendee/Vendees agrees that so long as the said building including the said Apartment/Flat and the said Car Parking space is not separately assessed for the Municipal and any other taxes, the Vendee/Vendees shall pay proportionate share of the Municipal taxes, house tax, water tax or any other taxes assessed on the "SJRS Infracity" to the society or until such society formed & registered and takes over charge of management and maintenance of the building to the Vendors, on demand, within a period of 15 days. Such demand shall be made by way of issue of notice to the Vendee/Vendees and the same shall be conclusive, final and binding upon the Vendee/Vendees/ Second Party.
  17. That since the Apartment/Flat hereby sold is part of the Group Housing Project "SJRS Infracity" for the benefit of all the owners and occupiers of the said building, the Vendee/Vendees hereby agreed and undertakes that Vendee/ Vendees/ Second Party shall not:—
    - A. Use the said Apartment/Flat for any purpose other than for residential purposes.
    - B. Occupy, interfere, hinder or keep and store any goods, furniture etc. in the common spaces, entrances, staircase of the said building.
    - C. Throw dirt, rubbish, rage or refuse or permit the same to be thrown or accumulated in any common portion of building except in the place earmarked for such waste.
    - D. Use the Apartment/Flat for any illegal or immoral purposes or in any manner which is a nuisance or cause nuisance to the occupiers or the other Apartment/Flat owners in the building.
    - E. 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.
    - F. Store in the said Apartment/Flat any goods of hazardous or combustible nature or which are so heavy as to affect the structure of the Apartment/Flat/building.
    - G. Close or permit the closing of verandah or lounges or balconies or common passages and shall also not alter or permit any alteration in the elevation and outside color scheme of the exposed wall of the verandah, lounge or any external doors and windows of the Apartment/Flat nor paste any bills, advertisement, posters, notices, cuttings etc.
    - H. At any time demolish or cause to be demolished, divide or sub divide the said Apartment/Flat or any part thereof.
    - I. Claim any right whatsoever over the parking space other than the parking space allotted to him/her/them .
    - J. Make any structural alterations or any alteration in the said Apartment/Flat leading to shifting of any wall, doors, windows, etc. without prior written consent of the said society until such society formed & registered and takes over charge of management and maintenance of the building of the Vendors except installation of fixtures fittings and light.
    - K. Permit or commit contrary to any provision made by or under any statue or law for the time being in force or any regulation made by the said society and until such society formed & registered and takes over charge of management and maintenance of the building by the Vendors or any other agency as may be appointed for the management.
  18. That the Vendee/Vendees/Second Party further undertakes to:
    - A. Permit at all reasonable times the workers/laborers/ supervisors appointed by the said society until such society formed & registered and takes over charge of management and maintenance of the building by the Vendors to enter in the said Apartment/Flat for inspection, maintenance repairs, restoration and cleaning of installations and fixtures comprising the common area and common facilities and not to create any obstruction in the work of such workers/labourers/supervisors.
    - B. Keep the common area and compound of the said building neat and clean and in proper condition.

- C. Maintain at his/her/their own cost the Apartment/Flat in good condition and shall abide by all laws, bye-laws, rules and regulations of the Government, Development Authority or local body as well as with the rules and bye-laws framed by the society of the Apartment/Flat owners.
- D. Keep the building walls and partition walls and other fittings and fixtures and appurtenances thereto in good condition and protect the said building as a whole and Vendee/Vendees will be liable to pay all taxes and charges imposed by any Government or Authority in proportion to area of construction of the Apartment/Flat .
- E. Be responsible to Nagar Nigam or any other authority for anything done in connection with the said building complex and shall also keep the said society and until such society formed & registered and takes over charge of management and maintenance of the building to the Vendors indemnified against losses, payments which the said society or the Vendors may suffer or may have to pay on account of any violation made by the Vendee/Vendees of any law or regulation of any authority at any time in future.
19. That the rights of the Vendee/Vendees will be transferable and heritable, however the transferee or legal representatives of the Vendee/Vendees will be bound by the covenants herein contained to be observed by the Vendees/Vendees/Second Party.
20. That the Vendee/Vendees get his/her/their name mutated on Apartment/Flat separately and assessed by Nagar Nigam/municipal board. Till separate assessment of the Apartment/Flat the Vendee/Vendees/Second Party shall be liable to pay all taxes and charges in proportion to area of the Apartment/Flat to the Vendors/First Party/Society of flat owners. The Vendee/Vendees/Second Party are liable to pay the maintenance charges to the Vendors/First Party till the charge of maintenance and management of the building taken over by the said society.
21. That the Vendee/Vendees/Second Party agrees that all costs, charges and incidental expenses for execution & registration of this sale deed or other writing or writings to be made in pursuance thereof including stamp duty, registration charges and legal charges including lawyer's fees thereof shall be borne by the Vendee/Vendees/ Second Party.
22. That the Vendors and Vendee/Vendees are Indian and not member of S.C/S.T caste.
23. That all costs of sale deed, registration including legal and miscellaneous charges has been borne by the Purchasers.
24. That the rights of the Purchasers shall be transferable and heritable. However, the Transferee or legal representatives of the Purchasers shall be bound by the covenants herein contained to be observed by the Purchasers.
25. That parties are not belonged to SC/ST and are Indian nationals.

**MEMO OF CONSIDERATION**

Amount (in Rs.)	Cheque/ D.D. No.	Date	Bank
..... /-	<b>TOTAL</b>	(.....Only)	

**SCHEDULE-"A"**

**PARTICULARS OF THE FLAT HEREBY SOLD**

Flat no. .... on ..... Floor of Block-One having

Super Built-up Area	..... sq. mtr. (..... sq. ft.)
Built-up Area	..... sq. mtr. (..... sq. ft.)
Carpet Area	..... sq. mtr. (..... sq. ft.)
Balcony Area	..... sq. mtr. (..... sq. ft.)
Proportionate share (in percentage) of the flat hereby sold.	..... %

including undivided, indivisible and variable pro-rats share interest in the land measuring-.....Sq. Mtr. (or ..... Sq. Ft) of "SJRS Infracity" built over land bearing Arazi no. 1565 and 1571, total area measuring-76812.8 sq. ft. i.e. 7138.73 sq. mtr. situate at Mauza-Virbhanpur, Pargana-Kaswar Raja, Tehsil-Rajatalab, District-Varanasi, alongwith rights in common service facilities etc., shown by red hatched lines in the Plan annexed hereto.

Boundary of Flat;—

East -  
West -  
North -  
South -

**NOTE:**

1. The complex is Five storeyed (G+09) residential building and being purchased for the residence only.
2. The Property hereby sold is not situated on listed Road and no any commercial activities area.
3. That actual sale consideration is Rs. ...., /- only but the valuation of the property as per Govt. rate for the proportionate land .....sq. meter @ Rs.12,000/- comes to Rs. ..../- and covered super built-up area ..... sq. mtr. @ Rs.25,000/- comes to Rs. ..../-, hence, total valuation comes to Rs. ..../- The Apartment in which Flat hereby sold situated is well equipped with common facilities, Parking, Lift & Guard, Power Back-up & Community Centre and for the same extra 20% i.e. Rs. ..../- Hence, total valuation comes to Rs. ..../- Therefore, stamp of Rs. ..../- @ 6% upto 10 Lacs & above @ 7% by the purchaser being lady is being paid on sale consideration Rs. .... /-, accordingly through E-Stamp.
4. Total Area of land 10242.97 sq. mtr. x Saleable area of Flat ..... sq. mtr.  
Total Constructed area of Complex 28110.15 sq. meter  
= .....sq. mtr. Proportionate share of Land hereby sold.

**IN WITNESS WHEREOF WE, Tej Bahadur, Smt. Usha Devi, Jay Prakash, Ajay, Sanjay and Anurag Kumar Singh, Vendors and \_\_\_\_\_, the Purchaser having signed this deed of sale this day and month of the year first above written of their free will and accord.**

**WITNESS:**

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

**Drafted By-**

**Pankaj Kumar Singh, Advocate**  
Civil Court, Varanasi.

**Typed By - EFFICIENT PRINTERS**

Civil Court Compound, Varanasi.