

REQUIRED DETAILS OF UNDER CIRUCULAR

- | | | | |
|-----|---------------------------------------|---|--|
| 1. | Nature of Instrument | : | Sale |
| 2. | Mohalla & Ward | : | Vill.
Pargana-
Tehsil -
Varanasi |
| 3. | Sale Consideration | : | Rs. |
| 4. | Collector's Circle Rate | : | Rs per sq.mt. for land
and Rs.....per sq.mt. for
covered area. |
| 5. | Details of Property being Transferred | : | Apartment No. (....)
covered areaSq.Mt. along
with impartible share interest in
the land detailed in Part-II of
schedule-B of the complex
Shubhkmna Residency
Village-
Pargana-
Tahsil-
Distt. Varanasi. |
| 6. | Valuation of Deed as per Circular | : | Rs. |
| 7. | Approach Road to the Property | : | Main Road |
| 8. | Land Area | : | sq.mt. i.e. proportionate
impartible share interest |
| 9. | Covered Area | : | sq.mt. |
| 10. | Purpose | : | Residential |
| 11. | Valuation of Trees | : | NIL |
| 12. | Boring/Well/others | : | NIL |
| 13. | Member of Co-operative Society | : | Not Applicable |
| 14. | Stamp Paid | : | Rs. |
| 15. | Unit of measurement | : | Sq.Meter |
| 16. | Boundaries | : | |
| | EAST | : | |
| | WEST | : | |
| | NORTH | : | |
| | SOUTH | : | |
| 17. | Number of Vendor | : | |
| 18. | Number of Purchaser | : | |

VENDOR

PURCHASER

SALE DEED

THIS INDENTURE OF SALE made on thisby _____
having its Registered Office _____through its Partner
_____son of _____(which expression shall unless
excluded by or repugnant to the context include and mean its
successors in office) on one Part IN FAVOUR
OF.....(which expression unless repugnant
to the context shall always include his heirs, executors, administrators,
successors in interest, legal representatives and assign) hereinafter
called the Purchaser.

WHEREAS land detailed in schedule 'A' of this deed was through
development agreement dated in the office of Sub Registrar Varanasi.

AND WHEREAS the Owners aforesaid intended to develop the said
premises in Group Housing Complex. However, since the project
under VDA Building bye laws require Affordable House flats/apartment
as well,

AND WHEREAS since the said Group Housing on the said land under
the building by laws require Affordable Housing.

AND WHEREAS the Purchaser has inspected the site and the Apartment and found the same and the common facilities provided to this are up to his satisfaction therefore the parties are ready to execute the sale deed with following terms and condition.

NOW THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS:

1. That, in consideration of Rs..... (Rupees) only paid by the purchaser as per detailed in Schedule of Payment, the receipt - whereof hereby acknowledges by the Vendors; the Vendors hereby convey transfer and assign unto the purchaser the Apartment No..... () covered area Sq.Mt. along with impartible share interest in the land detailed in Part-II of schedule-B of the complex Shubhkmna Residency, Vill-____, Pargana _____, Tehsil_____, Distt. Varanasi and exclusive to use the Parking Lot No..... (Stilt) detailed in Schedule-C, more fully described in Schedule and detailed in the map annexed hereto, all right title easement belonging to the said property.
2. That, the Apartment hereby sold and transferred is free from all encumbrances, lispendens, charges, liens and attachment, whatsoever and the Vendors have not done anything, whereby the said property or rights there to may in any manner be charged.
3. That, the Vendors have agreed to keep harmless and indemnified the purchaser from all losses, expenses and costs incurred or suffered by any act or omission of the Vendors affecting in any manner, the property or title hereby conveyed and warranted.
4. That, the Vendors further agree that they at the request of the purchaser shall do or cause to be done anything necessary or reasonable for the purpose of more fully assuring, selling, transferring or giving full and complete effect to the true meaning and intent of these presents.
5. That, it is hereby agreed and declared that the Purchaser shall pay all taxes and the charges including, house and water taxes and property tax and such other imposition or taxes which are payable or may hereafter be imposed or levied on the property so purchased.

6. That, the Vendors have put the Purchaser in possession of the Apartment hereby sold and transferred.
7. That, the Purchaser shall not occupy, interfere or keep any article etc. in the common space, entrance, staircase etc. of the building or complex.
8. That, the Purchaser shall not do or suffer anything to be done in or about the said unit which may cause or tend to cause any damage to any flooring or ceiling of the unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and rights and enjoyment whereof or of any open spaces, passages or amenities available for common use.
9. That, the Purchaser shall not, at any time, demolish or cause to be demolished the said unit or any part or internal walls thereof.
10. That, the Purchaser shall not close or permit the closing of Veranda or lounge or balconies and common portion and shall also not alter or permit any alteration in the elevation or reduce the-thickness of external wall or both the faces of external doors and windows of the building.
11. That, the Purchaser shall not make structural alteration addition etc. in the Apartment or the building.
12. That, the Purchaser shall keep the building wall and partition wall drains, pipes and other fittings and fixtures and appurtenances thereto belonging in good working condition and in good tenantable repair condition and particular so as to support shelter and protect the parts of the building/ other than the Apartment of the Purchaser.
13. That, the Purchaser shall become compulsorily a member of the Shubhkmna Residency maintenance society proposed to be formed for the purposes of maintenance and welfare of the colony and shall pay regularly charges as and when fixed by the said society and a compulsory one time life membership fee to the society vide receipt No. Dated
14. That, the Purchaser shall have no right to transfer the share interest in the land without or independent to the transfer-or ownership in the Apartment. However the purchaser shall have absolute right to transfer the Apartment as it is being sold to him.
15. The Purchaser will be entitled to get their name mutated in the Nagar Nigam records on the basis of this conveyance deed.

16. The Purchaser shall have no claim, save and except in respect of the said Apartment, even after the same is transferred through registered sale deed, hereby allotted to the Purchaser over any open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces et cetera.. The maintenance society shall be entitled to specifically designate such open spaces, parking spaces, Terraces, recreation spaces, Hoardings space, Canopies, etc. i.e. part of common facilities detailed in schedule-D on such terms as may be decided by the said society for which the Purchaser hereby grants and is always deemed to have granted the consent.
17. That, all the costs and other expenses including stamp duty for the purpose of execution and registration of this document shall be borne exclusively by the purchaser.

SCHEDULE : A

All open land i.e. settlement Plot No._____area sq. rnt.at Village-_____, Pargana_____, Tahsil_____and District Varanasi
butted and bounded by following boundary.

BOUNDARY:

EAST :

WEST :

NORTH :

SOUTH :

SCHEDULE : B

Part-I

Apartment No..... (... ..) covered area Sq.mt. along with impartible share interest in the land as detailed in Part-II of this schedule of the complex Shubhkmna Residency, Vill._____, Pargana_____, Tehsil_____, Distt. Varanasi, butted and bounded with following boundary.

BOUNDARY:

EAST :
WEST :
NORTH :
SOUTH :

Part-II

All that undivided impartible share of the total land i.e..... Sq.mt.
approx. i.e..... sq.mt. and all other common rights, enjoyment facilities and
liabilities.

SCHEDULE : C

Designated Parking Lot No.....

SCHEDULE OF PAYMENT :

Date	Cheque/DD/Cash	Bank	Amount

NOTE :

1. The parties to this deed are Indian Citizen.
2. The parties did not enter into any written agreement for this conveyance.
4. The parties did not enter into any written agreement to sell for the alienation of Apartment aforesaid.

5. Computation of impartible share interest in land :

Pro-rata Impartible Share Interest in the land:

Total Land Area =sq.mt.
Total Covered area at complex =sq.mt.
Covered Area of the Apartment = sq.mt.
Impartible Share interest in land =
..... = sq.mt.

Computation of Deed Value :-

Covered areaX = Rs.
Land area X = Rs.
Total = Rs.

SCHEDULE : D

(COMMON AREAS AND COMMON FACILITIES)

"Common areas and facilities" means—

- (i)** The land on which the building is located and all easements, rights and appurtenances belonging to the land and the building;
- (ii)** The foundations, columns, girders, beams, supports, main walls, corridors, lobbies, stairs, stairways, fire-escapes and entrances and exits of the building;
- (iii)** The premises for the lodging of janitors or persons employed for the management of the property;
- (iv)** Installations of central services, such as, power, light, gas, water, incinerating and sewerage;
- (v)** Such other community and commercial facilities as may be specified in the bye laws; and
- (vi)** All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

IN WITNESS WHEREAS the parties have put their signatures on the day and year mentioned above.

WITNESSES:

1.

2.

VENDOR,

PARTNER

PURCHASER

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Drafted By : Subhash Chand
Advocate