

DEED OF ABSOLUTE SALE

Project Registration No.

Project Name : SHREE NARAYANA ENCLAVE (New Project)

1) NAME AND ADDRESS OF THE DEVELOPER/ VENDOR :-

RAMESTH INFRASTRUCTURE PVT.LTD (CIN NO.....) a company incorporated under the provisions of the Companies Act (1956 or 2013), as the case may be, having its registered office, (**PAN-**), represented by its Director, aged about....years, S/o, by Nationality Indian, hereinafter referred to as “**THE DEVELOPER**” (which expression shall unless it is repugnant to the context or meaning thereto mean and include its administrators, legal representatives, assigns and/or successors-in-interest) of the **FIRST PART**. Mobile No....., Aadhar no.-

2) NAME AND ADDRESS OF THE VENDEES :-

1. Mr/Mrs(Aged about ... Years) S/o,

PAN:, Aadhar no.-

and

2. Mr/Mrs(Aged about ... Years) S/o,

PAN:, Aadhar no.-

both R/O Address- Religion-, **Mob:-.....**, hereinafter called the Vendee/Purchaser which terms unless excluded by or repugnant to the context shall mean and include her heirs,

executors, administrators, legal executors, legal administrators, legal representatives, successors and assigns of the **SECOND PART.**

3) NATURE OF THE DEED :-

DEED OF ABSOLUTE SALE.

4) CONSIDERATION AMOUNT :-

Rs _____) only negotiated value, Registered Agreement for Sale Non Judicial stamp between Developer/Vendor and Vendee/Purchaser.

5) DESCRIPTION OF THE PROPERTY UNDERSOLD :-

All that **Flat No.(....BHK)** on **floor** of the multi-storied building commonly known as “.....” is having measuring Carpet Area**sq. ft.**, Built-up area**sq. ft.** and Super Built-up area of**sq. ft.** (Approx), with a **Car Parking Space No.** on the floor, along with undivided proportionate share in the land and common utilities area, the top roof. The common areas are utilities, stairs, one lift, corridor, driveway, One Guard Room on the floor in the said Apartment, situated at Survey Mauza - Bharlai, Shivpur, Thana Code No-....., Zone No.-..., Thana No. – ..., (Residential Main Road),P.S.-, District - VARANASI, Sub Registration Office, District Registration Office, bearing its Cadestral, Khata No..... Tauzi No.: Plot No. : which shall consist of the following:-

- (a) Carpet area comprised within the said flat.
- (b) All easement rights appertaining to the said land and building to be held and enjoyed by the purchasers independently, Bounded as follows:-

Boundary of the Flat No- 101 (Block-C)

North -

South -

East-

West-

All that piece and parcel of land measuring about sq.mtr All that Mauza-,,Thana No. –,, Khata No.: Tauzi No.: Plot No. :..... Total Plot Area as deed Sq. Mtr. Net Plot Area Sq.Mtr.

which is bounded as follows:-

BOUNDARY OF APARTMENT

East:

West:

North:

South:

To be noted that as per order of Bihar Govt. Survey Village and District have to mentioned in the sale deed which runs hereunder:-

District -.....

Revenue Circle -

Revenue Halka -

Revenue Village -.....

Revenue Thana No. -.....

RECITAL

WHEREAS, the aforesaid Vendor, the First Part, is Builder and its main object is to buy, sell, develop and deal in land and building including commercial and residential apartments and to carry on business of building contractors for all types of construction for its respective buyers.

AND WHEREAS the aforesaid land came into possession present Landowners Development Agreement on with ShriResident ofto Develop and Construct multi-storied building over their land situated at Thana No. –,, Khata No..... Tauji No.: Plot No. : Total Plot Area as Deed..... Sq. Mtr. Total Plot Area as site Sq.Mtr. Net Plot Area Sq.Mtr more fully described in the schedule appearing in the foot of this indenture and hereinafter referred to as “the Land”.

AND WHEREAS the above named persons entered into a Registered Development Agreement dated at vide Deed No-....., Token No....., Book No....., Volume No.- on pages TO and has been preserved in total .. pages in CD No. of, with the Builder for development of the Land detailed in Schedule of this Agreement. And developer sale deed dated on, Deed No-....., Token no-.....,Book No- Volume No-..... on pages from to and has been preserved in total of pages in CD No-..... of By virtue of the said Agreement **Flat no. in** is in the share of the Builder.

AND WHEREAS, the Builder decided to construct and sell a Multistoried Building in the aforesaid land in the name and style of “**SHREE NARAYANA ENCLAVE**” at, P.S.-.....,, and whereas the First Party got the plan prepared for building to be constructed on the said land which has been approved on, vide Building **plan case No.** and Developer/Builder/ Promoter has registered the Project

under the provision of the Act with the UP Real Estate Regulatory Authority at No.

.....

AND WHEREAS according to the provisions of the UP Apartment Ownership Actvide section ..(.....) and further clauses of Development Agreement the builder is entitled to sell/ Transfer his share as Absolute owner and the Land owners have no concern for the same.

AND WHEREAS in compliance of the said registered development agreement, the Developer constructed the entire multi storied building known as “SHREE NARAYANA ENCLAVE” and handed over the share to the Land owner out of the total construction as per the terms of development agreement. The remaining Developer/Vendor share of the total construction remained with Developer.

AND WHEREAS the properties hereby sold bearing **Flat No.....** on..... **floor(.....)**and a **Car Parking Space No.** on floor fully described in Column No. 5 of above is in the share of the Developer/ Vendor and have been coming in actual peace full physical possession of the same. WHEREAS the Vendee/purchaser has approached the Developer/Vendor to purchase the **Flat No.....(.....)** and a **Car Parking Space No.....** in the said building “SHREE NARAYANA ENCLAVE” after inspection and full satisfaction fully described in above mentioned column No. 5 and on negotiation and ultimately the Developer/Vendor agreed to sell the said flat and car parking to the Vendee/purchaser for a consideration of Rs...../- (Rupees:-) only as mentioned in sale agreement between vendor and vendee above.

AND WHEREAS the Vendee/purchaser has paid full consideration amount for the said flat and car parking fully described in column No. 5 written above hereinafter referred to as the said unit. So this final sale deed is executed and registered. Therefore being in receipt whereof the Developer/ Vendor hereby admits and acknowledges of payment of the entire consideration mentioned above. The Developer/ Vendor hereby grants, conveys and transfers by way of absolute sale the **Flat No.....** on**floor (.....)** and **Car Parking Space No.** on the floor above in favour of the Vendee/purchaser to Have and Hold the same absolutely and forever. The Vendee/purchaser has come in possession of the vended **Flat No.....** on **floor(.....)**. The vendor admits the absolute and exclusive title and possession of the Vendee/purchaser over the vended flat and car parking. The said flat and car parking are free from all defects of title or any encumbrances & Litigation. The Vendee/purchaser is entitled to get his/her/their name mutated in all places wherever necessary. The Vendee/ purchaser will be liable to pay the taxes hereafter, become member of the owners Association and contribute the maintenance charges regularly.

That the sale deed is subjected to the following conditions :-

1. That the vendor has assured the Vendee/purchaser that the property hereby conveyed is free from all kinds of charges and encumbrances and there is absolutely no defect in title whatsoever.

2. That the vendee has purchased after due satisfaction and enquiry about all documents of land and flat as agreement property has purchased the same from the vendor.
3. That the aforesaid super built-up area is including of the carpet area of the said flat with the area of walls and columns as explained herein above which shall be exclusive property of the Vendee/purchaser. The interest in the soil is impartibly.
4. That the roof of the said flat shall be used both as the roof for the said flat as well as the floor of the flat constructed above it. Similarly the floor of the said flat shall be used both as the floor for the said flat as well as the roof of the flat constructed below it, and the roof and the floor of the said flat shall jointly belong to the Vendee/purchaser of flats above and below of the said flat.
5. That apart from the common walls and column, which shall jointly belong to the Vendee/purchaser and the owners of the adjoining flat or flats the entire, other walls & columns of the flats shall belong to the Vendee/purchaser.
6. That the Vendee/purchaser shall have all right, title and interest in the proportionate undivided share in the land and the said flat which is in the possession of the Vendee/purchaser and shall HOLD and ENJOY the same without any obstruction whatsoever from the vendor or anybody claiming through the vendor. The Vendee/purchaser shall also be entitled to sell, mortgage, lease or otherwise transfer the said flat to any one without the consent of the vendor or co-owners.
7. That the Vendee/purchaser shall have no right, title and interest of any nature whatsoever in the common area save and expect for the purpose of the right of easement and common use and right of use and enjoyment.
8. That the Vendee/purchaser shall always keep the vendor and its office bearers and officials indemnified against all actions and payments related to the dues of any nature and also against all actions of all other person or persons, association or associations and authorities arising out of non payment of all or any dues, etc.
9. That the Vendee/purchaser shall not do any hindrance to any one or hindrance in any way to the other Vendee/purchaser of the flat in the said building.
10. That the Vendee/purchaser shall have full and absolute property rights similar to the rights of the vendor except that or demolishing and committing waste in respect of the said flat in any manner so as to affect the vendor or the other co-owners of the said building.
11. No apartment owner shall do anything which would be prejudicial to the soundness and safety of the property or reduce the value thereof or impair any easement or hereditament or shall add any material structure

12. That the Vendee/purchaser shall not commit any nuisance such as throwing accumulating any dust or garbage, rubbish or other refuse or permitting the same to be thrown or accumulated in the flat & in any portion of the building.

13. That the Vendee/purchaser along with the other Vendee/ purchaser of the said building shall form a Management committee for proper maintenance of the said building and shall make regular payment of his proportionate share to the said committee whether demanded or not and shall abide by the rules and regulations and the Bye-laws of the said committee.

14. That the Vendee/purchaser shall not be entitled at any time to do any change in the structure and exterior of his flat or in any other built up portion of the said building and shall have to obtain prior permission from committee and on recommendation of committee of the building “**SHREE NARAYANA ENCLAVE**” except for any minor change only sought to be made in the interior of his flat.

15. That the Vendee/purchaser shall obey all the Rules and bye-laws of theCORPORATION and other local Authorities and shall not do or cause to be done in upon the said flat or the said building which may be against the Rule and Bye-laws of those authorities and the Vendee/purchaser shall be responsible to the Authorities for any thing done in connection with the flat and a shall be liable for the consequences thereof.

16. That force majeure will be applicable in this agreed contract deed of absolute sale as in case of natural calamities, situations comes up by act of God, the builder is not liable for the consequences thereof and no compensation or claim can be claimed by the claimant concerned.

17. That the Vendee/purchaser shall be directly liable to pay the taxes and other charges as payable to the Nagar Nigam or any other Authorities with respect to his flat after possession.

THE SCHEDULE HEREIN ABOVE REFERRED TO :-

(Common and Maintenance Expenses to be paid by the purchaser)

(a)Cost of operating, maintaining, overhauling or replacing water pumps, electric meters, common water supply line.

(b)Cost of maintaining water reservoirs and tanks on the roof.

(c)Cost of maintaining or keeping the roof as well as the wide walls of the building in proper repairs and water in leak proof condition.

(d)Cost of repairs and painting the exterior of the building and all other common portion and areas.

(e)Salaries of Sweepers, Caretakers, Chowkidars and Darwans, employed for the upkeep of the common areas.

(f)Cost of incorporation and formation of the Association for maintenance of the building.

- (g) All Municipal rates, taxes, duties and other impositions and levies on all common parts and areas.
- (h) The security deposits or any increase in security deposit demanded and required to be paid to Electricity authorities, Municipal authorities or any other local authority for maintenance of all common services and facilities.
- (i) Cost of maintenance of all other common services and facilities not specifically provided.
- (j) Insurance premium for insuring the Building against Earth quake, fire, lightening, mob violence, civil commotion etc. if insured.
- (k) All costs of maintenance, operation, repairs, replacing, white-washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts including the other of the project, parking space and boundary walls and that of generator, water pump, Lifts, tube-well, and over head water tank, water pipe line, sewerages, rain water and/or soil pipes fire fighting instruments etc.
- (l) The salaries and other expenses for all persons employed for common purposes.
- (m) The Insurance Premium for insuring the project building against earthquake, fire, lightening, mob-violence, civil commotion etc., if insured.
- (n) Expenses for supplies of common utilities and payments of all charges and/or deposits for providing the H.T.Line and/or on any there account to and other authorities and/or organization.
- (o) Municipal and other rates and taxes and levies and all other outgoing save those which can not be separately assessed or incurred in respect of any unit.
- (p) Costs of establishment and operations of the Builder/ Association/Co-operative Society Private Limited, Company relating to common purposes.
- (q) All other expenses and outgoings as are deemed by the builder/Association/ Co-operative Society/ Private Limited Company to be necessary or incidental for replacement, renovation, painting and/or periodic repainting or repairing of the common parts.

PAYMENT SCHEDULE

The Developer has been already received full consideration an amount of Rs./- (Rupees.....) only by way of through Cheques, RTGS etc. part by part before the execution of sale deed and the Vendee has been already paid the GST amount to the vendor against to flat.

VALUE SCHEDULE OF APARTMENT

1.	Total land of Apartment	:- Sq.ft.
2.	Total Super built-up area of the Apartment	:-Sq.ft.
3.	Super built-up area of the Flat	:-Sq.ft.
4.	Proportionate share of the land	:- Sq.ft (Deci.)
5.	Flat value	:-	Rs. /-
6.	Proportionate share of the land value	:-	Rs./-
7.	Car Parking Space No. value	:-	Rs./-
	Total	:-	Rs...../-

(Rupees: -) only.

IN WITNESSES WHEREOF the Developer/Vendor has put his signature after going through the contents of the documents and fully understanding the implication of the transaction in presence of the witnesses on this day,

WITNESSES:

1.

Signature of the Developer/ Vendor

2.

Signature of the Vendee/purchasers