

SALE-DEED

- | | | | |
|-----|--|---|--|
| 1. | Nature of Land | : | Residential. |
| 2. | Pargana | : | Shivpur |
| 3. | Mohalla / Village | : | Mawaiya |
| 4. | Description of Property | : | Flat No. on Floor in the Apartment " RUDRA RATNAM ". |
| 5. | Unit of Measurement | : | Sq.meter. |
| 6. | Area of Proportionate Land underneath | : | Sq. meter (..... Sq. ft.) |
| 7. | Status of Road | : | Colony Road. |
| 8. | Others Description | : | No. |
| 9. | Nature of property | : | Residential Flat. |
| 10. | Total Area of property (in case of Multi Storied building) | : | 2972.95 Sq. meter (31989.02 Sq. ft.) |
| 11. | Total covered area | : | 9547.269 Sq. meter (102728.614 Sq. Ft.) |
| 12. | Status-Finished/Semi Finished/others | : | Finished. |
| 13. | Valuation of the tree | : | No. |
| 14. | Boring /Well/others | : | No. |
| 15. | Covered Area hereby sold | : | Super built-up area-..... Sq. feet i.e. Sq. meter |
| 16. | Year of construction | : | New. |
| 17. | Whether it is related to the member of Sahakari Avas Samiti | : | No. |
| 18. | Amount of consideration | : | Rs./- |
| 19. | <u>Boundary of the Flat :</u>
East :
West :
North :
South : | | |
| 20. | Number of First Party/Vendor – 01 | : | Number of Second Party/Vendee -02 |

**THIS INDENTURE OF SALE made onst day of, 2018
BETWEEN**

M/s. RUDRA REAL ESTATE LTD., a company incorporated under the Companies Act having its registered office at 80, GR-03, Joy Narayan, Santra Lane, Howarah-711101, West Bengal and Regional office at C. 27/273C-13, Das Nagar, Maldahiya, Varanasi through its authorised signatory **SAURABH AGRAWAL** S/o Gopal Lal Agrawal R/o. House No. K. 67/83-2, Flat No. 25, Elexi Paradise, Nati Imali, Eshwargangi, Varanasi; PAN No. AAECR5457P, Mobile no. 9838250164; hereinafter called the **VENDOR** (which term unless repugnant to the context include its successors, administrators and assignees) of the **One Part**.

..... **FIRST PARTY/VENDOR.**

AND

.....
hereinafter called Second Party/**PURCHASERS/** Purchaser (which expression shall unless included by or repugnant to the context be deemed to mean and include his/her/their heirs, executors administrators representatives, and assigns) of the **SECOND PART**.

..... **SECOND PARTY/VENDEES**

WHEREAS, Ajay Kumar Khetan S/o Late Jeewan Lal Khetan and Smt. Ratan Devi W/o Late Jeewan Lal Khetan both R/o Sa. 10/92, Mawaiya, Sarnath, Varanasi are the recorded owners of land bearing S.M. Plot no. Min. 198 and S.M. Plot no. 199/2 at Mauza-Ganj, Pargana-Shivpur, Tehsil & District-Varanasi and S.M. Plot no. 43, at Mauza-Mawaiya, Pargana-Shivpur, Tehsil & District-Varanasi, Nagar Nigam no. Sa. 10/92, morefully detailed described in the Schedule-'A' hereunder.

AND WHEREAS the aforesaid Land owners approached to the Developer Company M/s. Rudra Real Estate Ltd. for construction of multi-storied Group Housing building over the land, morefully detailed and described in the Schedule-'A' hereunder and entered into a Developer Agreement on 31.05.2012 with M/s. Rudra Real Estate Ltd. aforesaid. The Developer agreement has been registered in Book no. I, Volume no. 3711 at pages 263 to 408 being no. 3153 in the office of Sub-Registrar, Varanasi.

AND WHEREAS the Developer Company constructed the residential apartment known as "**RUDRA RATNAM**" after obtaining the building Plan approved by the V.D.A. on the land, morefully detailed & described in the Schedule-'A' hereunder.

AND WHEREAS the first party in furtherance of the Development of the aforesaid scheme offered to the public residential Built-up flats of difference sizes, dimensions and descriptions.

AND WHEREAS the Purchasers/s expressed his/her/their desire to purchase a **Flat No. in "RUDRA RATNAM"** Apartment having super built-up area **Sq. feet on Floor, along with One Open Car parking space** in the said building/ Apartment.

AND WHEREAS the Flat hereinafter called the said Flat is the share of Developer as per Developer Agreement dated 31.05.2012.

AND WHEREAS the First Party have allotted to the Purchasers/s **Flat No. on Floor, along with One Car parking space in "RUDRA RATNAM"** Apartment on the above stated plot.

AND WHEREAS the Purchasers/Purchaser has/have paid full sale consideration as agreed and the Vendee/Vendees is/are ready to purchase the said Flat and Vendor is ready to transfer the said Flat.

AND WHEREAS the Board of Director of the Company unanimously resolved in its meeting held on 8.11.2017, that Saurabh Agrawal S/o Gopal Lal Agrawal R/o. House No. K. 67/83-2, Flat No. 25, Elexi Paradise, Nati Imali, Eshwargangi, Varanasi; and Mr. Ranjit Kumar Chaddha S/o Late Tej Narayan Chaddha, R/o D. 64/29 K-1-S, Bank Colony, Sigra, Varanasi and Naresh Kohli S/o Late Jagmohan Lal Kohali, R/o. 38, Lajpat Nagar, Maldahiya, Varanasi;, are authorised that, any one of them will execute the Agreement to sale, sale deeds on behalf of the company and receive the sale consideration for the company in respect of property aforesaid.

NOW, THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS :-

- (1) That the Flat detailed and described in the Schedule-B of this Sale Deed sold today for **Rs...../- (Rupeesonly)** to the aforesaid Vendee/Vendees and the Vendee/Vendees has/have paid full sale consideration (detailed in memo of Sale Consideration) to the Vendor. Now nothing is due towards the sale consideration. The Vendor do hereby sell, transfer, assign unto Purchasers/Purchaser the **Flat No. on Floor** alongwith irrevocable, absolute and exclusive right to use **One Car parking space** in the said building/Apartment details of Flat is given in the Schedule-B and for better clearness delineated in the plan annexed with this sale deed.
- (2) That the Purchasers/Purchaser has/have right to reasonable use of common area and common services facilities staircase, lift etc., detailed description of which has been given in the deed.
- (3) That the Flat hereby sold and transferred is free from all encumbrances, lispence, charges, liens and attachments whatsoever and the Vendor have not done anything whereby the said property is/or may be under charge, entitled, claims, estate or otherwise in prevented terms, conveying or assigning the said Flat and Vendor has every right to transfer the said flat and all the taxes and rates in respect of the said Flat has been paid and cleared by the Vendor up-to-date of sale.
- (4) That the Vendor agreed to save harmless and keep indemnified, the Purchasers/ Purchaser from and against all losses, expenses and costs incurred or suffered by any act or omission of the Vendor affecting in any manner, the property or title hereby conveyed and warranted.
- (5) That the Vendor further agreed that, at the request of the Vendee/Vendees shall do or cause to done anything necessary or reasonable for the purpose or morefully assuring selling, transferring or giving full complete effects to the true meaning and intent of these present.
- (6) That the Vendor has put the Purchasers/Purchaser in possession of the property hereby sold and transferred or howsoever otherwise the same may be described.
- (7) That the Vendor agrees that it has provided or shall provide the common area and common facilities in **RUDRA RATNAM APARTMENT** and that such common area and common facilities shall include round the clock regulated water supply, limited power back-up in the apartment and the common area, pucca approach road to the building and also within the complex, laid out garden, intercom system to each flat, necessary fire-fighting equipment and installations, provision of light in the common areas, lift with power back-up, provision for security of the apartment.
- (8) That the Purchasers/Purchaser has/have inspected and otherwise satisfied himself/herself/themselves about the right and interest of the Vendor over **RUDRA RATNAM APARTMENT** and the quality and workmanship of the construction of the said apartment **RUDRA RATNAM** and that the Purchasers agrees and undertake not to make any claim, objections, contentions of any deficiency against the Vendor regarding the **RUDRA RATNAM APARTMENT** or the said apartment or any part thereof or any item of work or in respect of anything connected with the same including quality of work, materials used, installations, additions or alterations, common facilities etc. and the same, if made, shall be treated and deemed to have been extinguished and waived.
- (9) That save and except in respect of the said flat & parking space and undivided undemarcated proportionate share in land hereby acquired by the Purchasers/s and the right of the Purchasers/s to use the common areas and common facilities alongwith other apartment holders, occupants and visitors, the Purchasers/s shall have no claim, right, title or interest of any nature or kind whatsoever or in respect of all or any open or other spaces which shall remain the property of the Vendor. The Purchasers/s shall not have parking right in any area except the said Car parking space allotted to the Purchasers/s by the Vendor.

- (10) That the Purchasers agrees that the flat owner of **RUDRA RATNAM APARTMENT** may form separate society or company or an Apex Body which shall have power to ensure that such society may function properly and **RUDRA RATNAM APARTMENT** as a whole is being properly maintained.
- (11) That the Purchasers agree and bind themselves to pay, in advance, maintenance charges which shall include charges towards the maintenance of common area and common facilities, maintenance, up-gradation and replacement of equipment, installations etc. in respect of common area and common facilities. The said maintenance charges shall be paid by the Purchasers on a monthly basis by 7th day of each calendar month to the said society or company and until such society or company is formed, to the Vendor. The maintenance charges shall be payable with effect from the 1st day of the month in which the possession of the flat is taken. The maintenance charges shall be at such rate as may be proportionate to it's built-up area against the maintenance of common area and common facilities.
- (12) That the Purchasers agree that the proportionate liability of each apartment holder towards maintenance charges including charges towards running of diesel generator for limited power back in the common area or in each apartment or for running or maintaining common facilities or for providing any security or for any deposit or tax payable to any authority as determined by a Chartered Accountant appointed by the said society or company and until such society or company is formed, by the Vendor shall be final and binding and that the Purchasers further agrees that the account of expenses from maintenance charges as audited and certified by such Chartered Accountant shall be final and binding.
- (13) That the Purchasers agree that so long as the said property including the said flat and the said car parking space is not separately assessed for the Municipal and any other taxes, the Purchasers shall pay proportionate share of the Municipal taxes, house tax, water tax or any other taxes assessed on the **RUDRA RATNAM APARTMENT** to the said society or company and until such society or company is formed, to the Vendor, on demand, within a period of 15 days. Such demand shall be made by way of issue of notice to the Purchasers and the same shall be conclusive, final and binding upon the Purchasers.
- (14) That in case of any delay or default in making the maintenance charges the Purchasers agree to pay to the said society or company and until such society or company is formed, to the vendor, in addition to maintenance charges, interest @ 18 % per annum on the maintenance charges from the date the maintenance charge becomes due and payable to the date of payment.
- (15) It is hereby agreed between the parties hereto that if the Purchasers neglect, commit default or fail for any reason, whatsoever, to pay the maintenance charges by the respective due date to the said society or company and until such society or company is formed, to the vendor then all such dues shall be first charge on the flat .
- (16) That the Purchasers agree that all costs , charges and incidental expenses for execution 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 Purchasers alone.
- (17) That the Purchasers hereby expressly agree and declare that it has prior to the execution of this Sale Deed, satisfy himself with the title of the Vendor over **RUDRA RATNAM APARTMENT** and that he/she/they shall not be entitled to investigate further the title of the Vendor and no requisition or objection whatsoever shall be raised or made in any matter relating thereto.
- (18) That it is agreed between the parties that the ownership right of the Purchasers shall be restricted only to the said Flat. The Purchasers shall also have right to use the said car parking space in **RUDRA RATNAM APARTMENT** as exclusive car parking space and right of reasonable use of the common facilities along with other apartment owners, occupants and visitors. In addition, the Purchasers shall also be the owner of undivided proportionate share of land.
- (19) That the Purchasers hereby agree that before the transfer of the said flat, the Purchasers shall give notice to the said society or company of the apartment owners of **RUDRA RATNAM** and until such society or company is formed, to the Vendor of his intention to transfer the said flat. The Purchasers further agrees to clear all his dues of maintenance charges or any other due and shall obtain no dues certificate from the said society or the company of the flat owners of **RUDRA RATNAM APARTMENT** and until such society or company is formed, from the Vendor before the transfer or the said flat.
- (20) That it is hereby agreed that in case of any difference between the parties hereto, it shall be resolved by conciliation failing which by arbitration. The conciliation and arbitration shall be concluded in accordance with the Arbitration and Conciliation Act, 1996.
- (21) The terms and conditions contained in this Sale Deed shall always final and prevail unless the same is modified by a written sale deed subsequent to the execution of this Sale Deed.
- (22) All communications made with the Purchasers as contemplated under this deed shall be deemed to have been duly served if delivered by hand or posted to the Purchasers by Registered Post at the said flat or at the mailing address given below.
- (23) That the Purchasers/Purchaser obtained the possession of the property hereby sold and found all the construction, building-materials, fitting etc. is as per dimension, specification and description. The Purchasers/ Purchaser satisfied about the workmanship of the property and the Apartment as a whole.

- (24) That except in respect of the particular flat and its common facilities, the Purchasers/Purchaser will have no claim, right, title or interest on any open or other spaces which shall remain the property of the Vendor.
- (25) That since the flat hereby sold is the part of the Apartment, for the benefit of all the owners and occupiers of the Apartment, the Purchasers/Purchaser hereby agreed and undertake that Purchasers/Purchaser shall not :
- A. Use the said flat for any purpose other than for residential purpose.
 - B. Occupy, interfere, hinder or keep and store any goods, furniture etc. in the common space, entrances, staircase of the Apartment.
 - C. Throw dirt, rubbish, rage or refuse or permit the same to be thrown or accumulated in any common portion of building or Apartment except in the area of place earmarked for such waste.
 - D. Use the Flat for any illegal or immoral purposes or in any manner which is a nuisance or cause nuisance to the occupiers of the other flat owners in the Apartment.
 - E. Do or permit to be done any act or thing which may render void or voidable any insurance of the said Apartment or cause extra premium to be payable in respect thereof.
 - F. Store in the said Flat any goods of hazardous or combustible nature or which are so heavy as to affect the structure of the Apartment.
 - G. Do or not suffer any thing to be done in or about the said flat which may cause or tend to cause any damage to any portion over or below of the said flats or adjacent to the said 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.
 - H. Close or permit the closing of verandah or lounges or balconies or 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 Apartment nor paste any bills, advertisement, posters, notices, cuttings etc.
 - I. At any time demolish or cause to be demolished, divide or sub divide the said apartment or the said flat or any part thereof.
 - J. Claim any right whatsoever over the parking space other than the parking space allotted to the Purchasers/Purchaser and Purchasers/Purchaser will use the same as parking space only for parking of vehicles and for no other purposes whatsoever and shall not transfer the said parking space to any other person for parking of vehicle or for any other purposes, independent of the Flat.
 - K. Make any structural alterations or any alteration in the said apartment leading to shifting of any wall , doors , windows, etc. without prior written consent of the said society or company and until such society or company or association is formed , of the Vendor except installation of fixtures fittings and light without any consent from any one and the Purchasers further agrees not to cause any damage to the building complex including other flat and common area and common facility in **RUDRA RATNAM APARTMENT** and pay damages, compensation, cost of restoration in case of any damage is caused to the building complex including other apartments and common areas and common facilities and/or to any portion in the course of such installation of any fixtures, fittings, light equipments, cables etc. by Purchasers or its agents.
 - L. Do, Permit or commit contrary to any provision made by or under any statute or law for the time being in force or any regulation made by the said society or company and until such society or company is formed, by the Vendor or any other agency as may be appointed for the management and upkeep of **RUDRA RATNAM APARTMENT**.
- (26) That the Purchasers/Purchaser further undertakes to :
- A. Permit at all reasonable times the workers/ labours/supervisors appointed by the said society or company is formed, by the Vendor to enter in the said apartment for inspection, maintenance repairs, restoration and cleaning of installations and fixtures comprising the common area and common facility and not to create any obstruction in the work of such workers/labourers/ supervisors.
 - B. Keep the common area and compound of the said Apartment neat and clean and in proper condition.
 - C. Maintain at her/his/their own cost the flat in good condition, state order and shall abide by all laws, bye-laws, rules and regulations of the Government, Varanasi Development Authority or local body as well as with the rules and bye-laws framed by the society of the flat owners of the Apartment.
 - D. Keep the building walls and partition walls and other fittings and fixtures and appurtenances thereto in good working condition and in good tenable repair and conditions and in particular so as support shelter and protect the Apartment as a whole, the Purchasers/ Purchaser will be liable to pay all taxes and charges in proportion to area of construction of the flat with the total constructed area of the Apartment.
 - 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 or company and until such society or company is formed, to the Vendor indemnified

against losses, payments which the said society or company or the Vendor may suffer or may have to pay on account of any violation made by the Purchasers of any law or regulation of any authority at any time in future.

- F. According to the Electricity Supply Rules the builder/First Party/Vendor shall take one electric connection for the building/apartment in its own name and then provide electric connection to each Apartment owners. The Second Party/Vendee/Vendees shall get electric through pre-paid sub-meter provided by First Party/Vendor for that connection, the Vendee/Vendees hereto deposit security money and incur other expenses. The First Party/Vendor shall be entitled to take security deposit and other expenses incurred from each Apartment owners in the proportionate ratio and electric charges. After the formation of society of the Apartment owners, the society shall be entitled to take electric charges from the Apartment owners and to pay the bill amount to the electricity department.
- (27) That for proper maintenance of the entire Apartment, the Purchaser/occupiers of flats shall form a society and in this respect the Purchasers/Purchaser shall:
- 27.1. Sign all necessary documents required for the purpose of formation and/or registration of such society or association.
- 27.2. Perform all rules and regulations of the society or association made from time to time.
- (28) That the rights of the Purchasers/Purchaser will be transferable and heritable, however the transferee or legal representatives of the Purchasers/Purchaser will be bound by the covenants herein contained to be observed by the Purchasers/ Purchaser.
- (29) That the Vendee/Vendees get his/her/their name mutated on Flat separately and assessed by Nagar Nigam, Varanasi. Till separate assessment of each flat is not made the Purchasers/Purchaser shall be liable to pay all taxes and charges in proportion to area of construction of the flat to the Vendor. The Purchasers/Purchaser are liable to pay the maintenance charges to the Vendor till formation of maintenance society.
- (30) That the vendor and Purchasers/Purchaser are Indian.

SCHEDULE-A

Min. Arazi no. 198 and Arazi no. 199/2, Mauza-Ganj and Arazi no. 43, Mauza-Mawaiya, bearing Premises no. Sa. 10/92, area-2972.95 sq. meter (31989.02 sq. ft.), Pargana-Shivpur, Ward-Sarnath, District & City-Varanasi bounded by:-

- East :-** Part of Plot no. 199/2 Hemant Kumar
- West :-** Part of S.M. Plot no. 198 Mauza-Ganj & S.M. Plot no. 43 Mauza-Mawaiya
- North :-** Plot no. 192 Mauza-Ganj
- South :-** Road.

SCHEDULE-B

THE FLAT HEREBY SOLD IN FAVOUR OF SECOND PARTY

Flat No. on Floor having super built-up area-..... **Sq. feet or Sq. meter**, alongwith undivided undemarcated proportionate share of land measuring-..... **Sq. meter** in the apartment "**RUDRA RATNAM**" at Mauza-Mawaiya, Pargana-Shivpur, Ward-Sarnath, Tehsil & District Varanasi, morefully shown by red hatched lines in the Plan annexed hereto, bounded below:—

- East :**
- West :**
- North :**
- South :**

SCHEDULE-C

MEMO OF SALE CONSIDERATION

Rs.

Rs./- (Rupeesonly).

IN WITNESS WHEREOF the parties hereto have put their hand and seal on the day and year first written hereinabove.

Note:- Value of property as per Circle rate is as under:

Value of structure of super built-up area of the said flat-	
..... Sq. meter X Rs.25,000/-	=
Proportionate Land-..... Sq. meter x 20,500/-	=
Total Valuation	=
20% as per Roaster for facility of Parking,	
Power back-up, Lift etc.	=
Total	=
Stamp Payable on Valuation	=
Stamp paid as per G.O. @ 7% accordingly.	=

Apartment is not on Scheduled Road & no any commercial activities.

WITNESSES :

1- Name :
 Father's Name :
 Address :
 Mobile No. :

2- Name :
 Father's Name :
 Address :
 Mobile No. :

Drafted By :

Advocate
Civil Court, Varanasi.

Typed By :

EFFICIENT PRINTERS
Adhiwakta Bhawan,
Civil Court Compound, Varanasi.