## **SALE-DEED**

Nature of Land Residential. 1. Ward/Pargana Sarnath/Shivpur 2.

Mohalla / Village 3. Mawaiya

**Description of Property** Flat No. .... on ...... Floor in the 4. Apartment "RUDRA LAXMIKUNJ".

**Unit of Measurement** Sq.meter. 5.

6. **Area of Proportionate Land** .......... Sq. meter (...... sq. ft.)

Status of Road 7∙ 8. : Road. **Others Description** No.

Nature of property Residential Flat. 9. Total Area of property (in case of 3033.828 Sq.meter 10. **Multi Storied building)** (32644 Sq. ft.)

Total covered area 8870.973 Sq. meter (95451.66 Sq. Ft.) 11.

Status-Finished/Semi Finished. 12. :

Finished/others Valuation of the tree No. : 13.

**Boring /Well/others** No. 14.

**Covered Area** Carpet area-..... sq. ft. i.e. 15. (hereby sold)

..... sq. meter.

16. Year of construction New. Whether it is related to the member No. 17.

of Sahakari Avas Samiti

**Amount of consideration** Rs. ...../-18.

**Boundary of the Flat:** 19.

> East :-West :-North :-South:-

: Number of Second Party/Vendee -01 **Number of First Party/Vendor – 01** 20. THIS INDENTURE OF SALE made on 12th day of APRIL, 2018

### **BETWEEN**

M/s. RUDRA REAL ESTATE LTD., having its registered office at Ground 03, 80, Joy Narayan, Santra Lane, Howarah-711101 West Bengal, a company incorporated under the Companies Act, having its Regional office at C. 27/273C-13, Das Nagar, Maldahiya, Varanasi through its authorised signatory NARESH KOHLI S/o Late Jagmohan Lal Kohli, R/o 38, Lajpat Nagar, Maldahiya, Varanasi; hereinafter called the VENDOR (which term unless repugnant to the context include its successors, administrators and assignees) of the One Part. PAN no. AAECR5457P, Mobile no. 9839250164.

----- FIRST PARTY/VENDOR.

<u>AND</u>	
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hereinafter called Second Party/ Purchaser/ Purchasers (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/VENDEE

WHEREAS, M/s Southern properties Limited it registered office at 352, Roy Bahadur Road, Kolkatta was the recorded owner of the land bearing S.M. Plot No. 267/1, 267/2, 268, 269, 270/1 measuring 2.75 Acre bearing Nagar Nigam No. Sa. 15/148 at Mauza-Mawaiya, Pargana-Shivpur, Distt.-Varanasi.

AND WHEREAS M/s Southern Properties Ltd. Through its director and authorized signatory Mr. Lokesh Khemka S/o Shree Ram Khemka executed a sale deed on 10.09.1993 and transfer the land measuring 16324 sq.ft. (12 Biswa) out of S.M. Plot No. 267/1 part of house no. Sa. 15/148 to and in favour of Balkrishna Agrawal S/o Late Madan Mohan Das & Smt. Lekha Agrawal W/o Bal Krishna Agrawal R/o H.No. C.K. 4/25, Mohalla-Jauhari Bazar, Chowkhambha, Varansai. The sale deed has been registered in book no. 1 vol. no. 315 at pages 235/306 document no. 5582 on 16.11.1993 in the office of sub registrar 3rd Varanasi. After acquiring the said property aforesaid transferee have got their name as recorded owners in the revenue record as well as in the record of Nagar Nigam Varanasi. Thus Bal Krishna Agrawal & Smt. Lekha Agrawal became the owners of the land bearing S.M. Plot No. 267/1 measuring 16324 sq.ft. (12 Biswa) Nagar Nigam No. Sa. 15/148A at Mauza-Mawaiya, Pargana-Shivpur, Ward-Sarnath, Distt.-

AND WHEREAS M/s Southern properties Ltd. it registered office at 352, Roy Bahadur Road, Kolkatta through its director Shri Lokesh Khemka S/o Shree Ram Khemka executed a sale deed on 10.09.1993 and transfer the land measuring 16320 sq.ft. out of S.M. Plot No. 267/1 part of house no. Sa. 15/148 to and in favour of Radhey Krishna Agrawal S/o Late Madan Mohan Das & Smt. Laxmi Devi W/o Radhey Krishna Agrawal R/o H.No. C.K. 4/25, Mohalla-Jauhari Bazar, Chowkhambha, Varanasi, the sale deed has been registered in book no. 1 val. No. 314 at pages 55/126 document no. 5549 on 16.11.1993 in the office of Sub Registrar, Varanasi. Thus Radhey Krishna Agrawal & Smt. Laxmi Devi became the owner of S.M. Plot No. 267/1 part of house no. Sa. 15/148, measuring 16320 sq.ft. at Mauza-Mawaiya, ParganaShivpur, Ward-Sarnath, Distt.-Varanasi and their name has been mutated in the revenue record as well as in the record of Nagar Nigam Varanasi.

**AND WHEREAS** Smt. Laxmi Devi bequeathed her aforesaid property through registered deed of will dated 15.04.2008 to and in favour of Smt. Sapana Agrawal W/o Shri Anand Krishna R/o C.k. 4/25, Mohalla-Jauhari Bazar, Chowkhambha, Varanasi. The will has been registered in book No. 3 vol. no. 70 at pages 311/322 document no. 177 on 16.05.2008 in the office of Sub-Registrar, Varanasi. After the death of Smt. Laxmi Devi, Smt. Sapna Agrawal became the owners of the property of Smt. Laxmi Devi and her name has been substituted in the place of Smt. Laxmi Devi.

**AND WHEREAS,** on the above, Bal Krishna Agrawal S/o Late Madan Mohan Das and Smt. Lekha Agrawal W/o Bal Krishna Agrawal & Radhey Krishna Agrawal S/o Late Madan Mohan Agrawal and Smt. Sapana Agrawal W/o Anand Krishna became the owner of property morefully detailed and described in the schedule 'A' hereunder.

**AND WHEREAS** the land owners approached to the Developers M/s Rudra Real Estate Ltd., for construction of multi-storied residential Apartment over the land morefully detailed and described in the Schedule 'A' hereunder and entered into a Developer Agreement on 08.08.2012. The developer agreement has been registered in book No. 1 Vol. No. 3823 at pages 371/570 Document No. 4795 on 09.08.2012 in the office of Sub-Registrar 1<sup>st</sup>, Varanasi.

WHEREAS the developer constructed the residential Apartment known as "RUDRA LAXMI KUNJ". After obtaining the building plan approved by the V.D.A. over the land morefully detailed and 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 different sizes, dimensions and descriptions.

AND WHEREAS the Board of Director of the Company unanimously resolved in its meeting held on 08.11.2017 and authorised Mr. Saurabh Agrawal S/o Mr. Gopal Lal Agrawal, R/o K 67/83-2, Flat no. 25, Elexi Paradise, Nati Imali, Ishwargangi, Varanasi, and NARESH KOHLI S/o Late Jagmohan Lal Kohli, R/o. 38, Lajpat Nagar, Maldahiya, Varanasi and Ranjeet Kumar Chadha son of Late Tej Narayan Chadha R/o House no. D 64/29 K-1-S, Bank Colony, Sigra, Varanasi; are authorised that, any one of them will execute the Agreement to sale, sale deeds on behalf of the company and received the sale consideration for the company in respect of property aforesaid.

AND WHEREAS the purchaser/purchasers expressed his/her/ their desire to purchase a Flat No. ..... in "RUDRA LAXMI KUNJ" Apartment having carpet area-...... Sq.ft. on ....... Floor along with One Car Parking Space in ......... Floor in the said Apartment.

**AND WHEREAS** the Flat hereinafter called the said flat is the share of Developer as per developer agreement dated 08.08.2012.

**AND WHEREAS** the First Party have allotted to the purchaser **Flat No. ....** on **......... Floor** along with One Car Parking Space in ......... Floor in **"RUDRA LAXMI KUNJ"** Apartment.

**AND WHEREAS** the Purchaser/Purchasers 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.

## NOW, THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS:

- (2) That the Purchaser/Purchasers 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, lispendence, 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 Purchaser/ Purchasers 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 Purchaser/Purchasers 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 LAXMIKUNJ 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 purchaser/Purchasers has/have inspected and otherwise satisfied himself/herself/themselves about the right and interest of the Vendor over **RUDRA LAXMIKUNJ APARTMENT** and the quality and workmanship of the construction of the said

apartment RUDRA LAXMIKUNJ and that the purchaser agrees and undertake not to make any claim, objections, contentions of any deficiency against the Vendor regarding the RUDRA LAXMIKUNJ 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 hereby acquired by the Purchaser and the right of the Purchaser to use the common areas and common facilities alongwith other apartment holders, occupants and visitors, the Purchaser 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 Purchaser shall not have parking right in any area except the said Car parking space allotted to the Purchaser by the Vendor.
- (10) That the Purchaser agrees that the flat owner of **RUDRA LAXMIKUNJ 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 LAXMIKUNJ APARTMENT** as a whole is being properly maintained.
- (11) That the Purchaser 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 Purchaser on a monthly basis by 7<sup>th</sup> 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 1<sup>st</sup> 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser shall pay proportionate share of the Municipal taxes, house tax, water tax or any other taxes assessed on the **RUDRA LAXMIKUNJ 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 purchaser and the same shall be conclusive, final and binding upon the purchaser.
- (14) That in case of any delay or default in making the maintenance charges the purchaser 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 purchaser 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 purchaser 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 purchaser alone.
- (17) That the purchaser 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 LAXMIKUNJ 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 Purchaser shall be restricted only to the said Flat. The purchaser shall also have right to use the said car parking space in **RUDRA LAXMIKUNJ 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 purchaser shall also be the owner of undivided proportionate share of land.
- (19) That the Purchaser hereby agree that before the transfer of the said flat, the purchaser shall give notice to the said society or company of the apartment owners of **RUDRA LAXMIKUNJ** and until such society or company is formed, to the Vendor of his intention to transfer the said flat. The Purchaser 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 LAXMIKUNJ 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 Purchaser as contemplated under this deed shall be deemed to have been duly served if delivered by hand or posted to the Purchaser by Registered Post at the said flat or at the mailing address given above.
- (23) That the Purchaser/Purchasers 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 Purchaser/ Purchasers 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 Purchaser/Purchasers 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 Purchaser/Purchasers hereby agreed and undertake that Purchaser/Purchasers 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 Purchaser/Purchasers and Purchaser/Purchasers 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 purchaser further agrees not to cause any damage to the building complex including other flat and common area and common facility in **RUDRA LAXMIKUNJ 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 purchaser 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 LAXMIKUNJ APARTMENT**.
- (26) That the Purchaser/Purchasers further undertakes to:
  - A. Permit the representatives of the said society or company and until such society or company is formed, representative of the Vendor and its surveyors and agents with or without workmen at all reasonable times to enter into the said flat and to examine the state and condition thereof.
  - B. 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.
  - C. Keep the common area and compound of the said Apartment neat and clean and in proper condition.
  - D. 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.
  - E. 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 Purchaser/ Purchasers 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.

- F. 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 purchaser of any law or regulation of any authority at any time in future.
- (27) That for proper maintenance of the entire Apartment, the Purchasers/ occupiers of flats shall form a society and in this respect the Purchaser/ Purchasers shall:
  - 27.1. Sign all necessary documents required for the purpose of formation and/or registration of such society or association.
    - 7.2. Perform all rules and regulations of the society or association made from time to time.
- (28) That 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.
- (29) That the rights of the Purchaser/Purchasers will be transferable and heritable, however the transferee or legal representatives of the Purchaser/Purchasers will be bound by the covenants herein contained to be observed by the Purchaser/ Purchasers.
- (30) 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 Purchaser/Purchasers shall be liable to pay all taxes and charges in proportion to area of construction of the flat to the Vendor. The Purchaser/Purchasers are liable to pay the maintenance charges to the Vendor till formation of maintenance society.
- (31) That the vendor and Purchaser/Purchasers are Indian.

### **SCHEDULE-A**

All piece and parcel of land bearing S.M. Plot no. 267/1, Nagar Nigam no. Sa. 15/148A and Sa. 15/148B, area-32644 sq. ft. i.e. 3033.828 sq. meter situated at Mauza-Mawaiya, Ward-Sarnath, Pargana-Shivpur, Tehsil-Sadar, District & City-Varanasi bounded by:—

East :- Boundary and Land of Kishore Jarda

West :- Rasta North :- Road

**South :-** Land of others.

# **SCHEDULE-B**

## THE FLAT HEREBY SOLD IN FAVOUR OF SECOND PARTY

Flat No. ..... on ........ Floor having carpet area-...... Sq.feet or ...... Sq. meter alongwith undivided undemarcated proportionate share of land measuring-..... sq. ft. or ....... Sq. meter, in the apartment "RUDRA LAXMIKUNJ APARTMENT" at Mauza-Mawaiya, Ward-Sarnath, Pargana-Shivpur, Tehsil & District Varanasi, bounded below:—

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

## SCHEDULE-C MEMO OF SALE CONSIDERATION

Rs.

TOTAL Rs. ...... (Rupees .....only) including TDS.

**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 carpet area of the said flat-

...... Sq.meter X Rs.25,000/- = Proportionate Land-...... Sq. meter x 30,000/- =

Total Valuation =

20% as per Roaster for facility of Parking, Power back-up, Lift etc.

Total = Stamp Payable on Consideration = =

Stamp Payable on Consideration = Stamp paid as per G.O. @ 7% accordingly. =

No any commercial activities.

## **WITNESSES:**

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

Name: 2-

Father's Name :

Address:

Mobile No.:

Drafted By:

Advocate Civil Court, Varanasi.

Typed By:

**EFFICIENT PRINTERS** 

Adhiwakta Bhawan, Civil Court Compound, Varanasi.