

SALE DEED

1. **Nature of property** : Residential/Commercial.
2. **Paragana** : _____
3. **Mohalla / Village** : Mauza ----- Pargana -----
4. **Description of property** : Flat no.----- (---BHK) situated on----- Floor of-----
-----built up over Arazi No.----- situated at Mauza----- Pargana -----
Raja, Tehsil -----, Distt Varanasi
5. **Unit of measurement** : Meter,
6. **Area of property sold:** Carpet area----- sq ft or ----- sq meter super built
up area-----sq ft along with-----sq.fti.e.-----sq meter undivided and
undemarcated proportionate share of land,
7. **Total area of property** : _____ sqft
8. **Total super built up covered area (in case of
multistory building)** -----sq ft
9. **Status of road** : _____
10. **Status--finished/semifinished
or other** : Finished,
11. **Valuation of the tree** : No,
12. **Valuation of the boring, well or other** : No,
13. **Whether it is related to Sahakari Avas Samiti** : No,
14. **Covered area of Flat:-** super built up area ---- sq ft
or-----sq meter Carpet area-----sq ft or-----
---- sq meter
15. **Amount of consideration** : Rs -----/-
16. **Valuation as per circle rate:** Rs. -----/-.
17. **Stamp paid-** Rs -----/-

Boundary of the flat:

East :
West :
North :
South :

Number of Vendor(1)

Number of Vendee (1)

This INDENTURE OF SALE is made and executed on this ----th Day of ----
BETWEEN **M/S** _____, (**PAN**
_____) a registered partnership firm, having its registered office at
_____ through its **PARTNER Mr.** _____ (**AADHAR-**
XXXXXX Mobile XXXXXX) r/o _____, hereinafter called the **First**
Party/Seller/Vendor (Which expression shall unless repugnant to the context includes its
legal representative, executors, administrators and assigns) duly authorised to execute the
sale deed, of the **FIRST PARTY/SELLER/VENDOR**;

AND

PROPOSED PURCHASER

(**PAN**-----**Mobile no.** -----), hereinafter
referred to as the **Second Party/Vendee/Purchaser**" (which term unless repugnant
to the context shall always mean and include his/her/their/it successors, executors,



ARAZI NO-376- KA ASHOK PURAM
COLONY NH-2, DAFI, VARANASI
UP- 221011
GST-09AAIFO6632J1ZV

legal representatives, administrators, and assigns) of the **SECOND PARTY/Vendee/Purchaser.**

WHEREAS property Arazi no. ----- measuring ---- Dismill or ----- Aer i.e. ----- sq ft i.e. ----- sq mter situated at Mauza -----, Pargana -----, Tehsil -----, Distt Varanasi was owned and possessed by _____ and put them _____ and they are enjoying all rights, title and interest in the aforesaid plot as absolute owners, morefully detailed in schedule hereunder.

And Whereas the _____ entered in to a Registered Developer Agreement dated XX-XX-XXXX with M/s _____, which is registered at Sub-Registrar-ii in Book No. I Volume No. ----- at pages ----- at Sr. No. -- ---- to Develop residential/commercial building and to share the built up area in ratio of 50% and 50%.

And Whereas First Party constructed a multi storied building over the property detailed hereunder in Schedule known as "-----"and as per Developer Agreement First Party is fully authorized to sale 50% of its share, which is described in the schedule III in the Developer agreement.

And Whereas in meeting of Board of Directors of M/s _____ on ----- it has been resolved that all the sale deeds of the flats of Coral-----shall be executed by _____ as authorized signatory of M/s _____.

And Whereas the Vendor/seller/Vendor with the object of the company M/s _____ it has been decided to sale the flat detailed hereunder in the schedule 'A' to the vendee/purchaser being Flat no. ----- (BHK) situated on ----- Floor of ----- built up over Arazi No. ----- situated at Mauza -----, Pargana -----, Tehsil -----, Distt Varanasi Of (-----) storied building, super built up area ----- sq.ft. i.e. ----- sq meter and carpet area ----- sq ft or -----sq meter along with undivided and undemarcated proportionate share of land ----- sq. ft i.e. ----- sq meter (more fully described in Schedule-B to this deed) and now the Vendee/Vendees is/are ready to bear the cost of registration and get the sale deed executed in his/her/their favour.

AND WHEREAS the purchaser has offered to purchase the said property detailed in schedule "A" or a total sale consideration of Rs. -----, 00,000/- (----- only) which offer being the highest offer and it being not possible to obtain higher consideration, the Owner / Vendor accepted the said offer.

AND WHEREAS the Purchaser / Vendee after inspecting and otherwise satisfying himself/themselves about the right, title and interest of the Owner / Vendor/Seller over the said property and about the sanctioned plan from Appropriate Authority and also the quality and workmanship of the property, detailed in the schedule "A" given here under, and on being satisfied about the common areas and common facilities



ARAZI NO-376- KA ASHOK PURAM
COLONY NH-2, DAFI, VARANASI
UP- 221011
GST-09AAIF06632J1ZV

And sanctioned map agreed to purchase the property detailed in the Schedule "A" hereunder for the total sale consideration of Rs. -----,00,000/- (----- only).

NOW THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS:

1. That the Owner / Vendor hereby sold all that property detailed and described in the Schedule "A" hereunder and shown in colour red in the map annexed to this sale deed unto the Purchaser/Vendee for a total sale consideration of Rs.---- ,00,000/- (-----only)paid by the Purchaser / Vendee as per schedule of payment, detailed in Schedule "B" of this deed, receipt whereof the Seller/ Vendor hereby acknowledges. Now nothing is due towards the sale consideration.
2. That the seller hereby sell convey, transfer and assign by way of absolute sale of above of flat detailed in Schedule 'A' with the undivided proportionate land underneath and all ownership right title interest easement privilege appurtenances thereto, all fitting and fixtures and whatsoever in the said Flat to the Purchaser/Second Party, absolutely and for ever.
3. That the Owner / Vendor/Seller has delivered actual physical possession to the Purchaser/Vendee the flat property hereby sold and the Purchaser/Vendee has taken full possession over it after fully satisfying himself about the apartment and the apartment as a whole and about the common areas and facilities.
4. That the flat hereby sold and transferred is free from all encumbrances, lispendences, charges, liens, and attachments whatsoever and Owner / Vendor/seller have not done anything whereby the said property is/or may be under charge, claim etc.
5. That the Owner / Vendor/seller further agreed that at the request of the Purchaser/Vendee shall do or cause to be done anything necessary or reasonable for the purpose of giving full and complete effects to the meaning and intents of these presents.
6. That all the staircases, common passages, landings, ventilations, sheds on each floor, lobbies, electrical installations, servant lavatory and bath room, guard and watchman room, driveways, in the ground floor, septic tanks, boundary walls of the apartment shall be the common areas in the apartment and the lift installed in the apartment shall also be common to all.
7. That since the flat hereby sold is part of the residential apartment meant for the benefit of all the inhabitant of the apartment, the Purchaser/Vendee hereby agrees and undertakes that he shall not:
 - (i) Occupy, interfere, hinder or keep and store any goods, furniture, etc. in the common space, entrances, staircase, etc. of the apartment.
 - (ii) Throw dirt, rubbish, rage or refuse or permit the same to be thrown or accumulated in any portion of the building or apartment.
 - (iii) Use the flat/apartment for any illegal or immoral purposes or cause nuisance to the other occupants of the flats in the apartment.
 - (iv) Store, or permit to be stored, in the said apartment any goods of hazardous or combustible nature or which are so heavy as to affect the apartment or structure of the apartment.
 - (v) Do or suffer any thing to be done in or about the apartment which may cause or tend to cause any damage to any floor or ceiling of the apartment or on the structure adjacent to the said apartment or in any manner interfere with the use, rights and enjoyment thereof or of any open space, passage or amenities available for common use.



- (vi) Close or permit the closing of Verandahs or lounges or balconies and common passages 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.
- (vii) At any time demolish or cause to be demolished the said apartment or any part thereof.
- (viii) Make in the said apartment any structural alteration addition or improvements except with the prior approval in writing of the Vendor and/or the society of the flat holders formed for the purpose of maintenance of the apartment.

8. The Purchaser/Vendee further undertakes to:

- i. Keep the common area and the compound of the apartment neat and clean and in proper living condition.
 - ii. Keep the building walls and partition walls and other fittings and fixtures and appurtenances thereto in good working conditions and in good tenable repair and conditions and in particular so as to support shelter and protect the apartment as a whole.
 - iii. Get the apartment numbered and assessed By Nagar Nigam, Varanasi and get her name mutated in the records of Nagar Nigam and other local authorities and pay all taxes, levies and charges payable by owner and/or occupier.
 - iv. Have her/his/their own electricity connection and pay its charges.
 - v. Become a member of Co-Operative Society / Association of Flat Owners of the said apartment and for that purpose shall pay for the entire fee, value of its shares as to be allotted or registered in the name of the Purchaser and shall continue to pay for such proportionate cost, charges and expenses of such Co-Operative Society / Association and maintenance of common areas and facilities.
 - vi. Sign all necessary documents required for the purpose of formation and / or registration of such Co-Operative Society / Association.
 - vii. Observe and perform all rules and regulations of the said Society / Association framed and amended time to time for maintenance of the common areas and facilities and for observing and conforming to the building rules, municipal by-laws and regulations.
9. That all govt. dues and taxes etc. including electricity bill in respect of the said property has been paid by Owner/Vendor/seller upto date and nothing is due. The Purchaser/Vendee shall be liable to pay govt. taxes and electricity bill after the date of this sale deed.
10. That after the registration of this sale deed in respect of the said flat, the purchaser/vendee shall become absolute owner thereof without any interference or participation from any body else. Subsequently he can sell, mortgage or encumber or create charge over it in any manner whatsoever.
11. That all the cost and other expenses including stamp duty and lawyer's fees for the purposes of execution and registration of this sale deed shall be borne by the purchaser/vendee.
12. That the building consists of _____ only.
13. That the SECOND PARTY shall use the demised Flat for residential purposes and shop for commercial purposes.
14. That roof of the building belongs to society of the building
15. That Second Party will pay the GST and all taxes as per Govt. norms.





ONKAR ATS

16. That the property is situated on the " _____ " and commercial activity done nearby.

17. That the property being transfer by this sale deed is not effected by the provision of section 10(3) or 10(5) of Urban Ceiling of Land, 1976 and schedule property is not acquired by Government and no proposal is pending for acquisition regarding the schedule property.

18. That the Purchaser shall be bound by the provisions of the U.P. Ownership of Flats Act 1975

19. That the Parties are Citizen of India.

20. That this sale deed is being executed without any previous registered agreement to sale with Purchaser or any other person.

IN WITNESS WHEREOF, this sale deed has been executed on the date, month and year first above written in the presence of the following witnesses, after fully understanding and admitting the terms and conditions of this deed and legal effects of this sale deed.

SCHEDULE

All that piece and parcel of land bearing Arazi no. _____ measuring ---- Dismill or ---- Aer i.e. ----- sq ft i.e. ----- sq mter situated at Mauza -----, Pargana -----, Tehsil -----, Distt Varanasi butted and bounded as below:

ONTHEEAST: _____.

ON THE WEST: _____

ONTHE NORTH: _____

ON THE SOUTH: _____

Schedule 'A' The Flat here by sold

Flat no.-----(--BHK) situated -- on-----Floor of-----super builtup area-- -----sq ft and carpet area----- sq ft with undivided and undemarcated land-- - -----sq ft builtup over AraziNo.--- situated at Mauza -----,Pargana -----, Tehsil -- -----, Distt Varanasi with one/two parking, shown in the annexed map by red hatched lines, which is butted and bounded as under:

East :
West :
North :
South :

Schedule 'B' Memo of Consideration

Rs. ---- ,00,000/-Total

NOTE:



ARAZI NO-376- KA ASHOK PURAM
COLONY NH-2,DAFI, VARANASI
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1- As per rate list the rate of the land is Rs. _____/- per square meter and rate of the construction is Rs. 25000/- per square meter. Accordingly, cost of undivided land of the demised Flat comes to Rs. _____/- and cost of built up area of the demised Flat comes to Rs. _____/-, total comes to Rs. _____/-. 20% of common facility i.e. Rs. _____/- making total Rs. _____/-, and consideration of Flat property is Rs. _____/-. Hence the stamp duty on government value is being paid of Rs. _____/-, by E-stamp IN-UP-

2- Total Land Area of apartment ----- Sq.ft. x Total flat area -----sq ft/
Total Covered Area of apartment -----sq ft
=Proportionate Share of Land ----- sq ft or -----sq.mtr.

IN WITNESS WHEREOF the parties hereto have set their hands and put their respective signatures after fully reading and understanding the contents thereof in the presence of the witnesses on the day, month and year first above mentioned.

WITNESSES:-

1- Name :
Father's Name:
Address :

Mobile No. :
Signature

2. Father's Name:
Address :

Mobile No. :
Signature

DRAFTEDBY:-

Advocate
Collectorate Campus, Varanasi.

TYPEDBY:-

Prateek COMPUTER
Collectorate Court, Varanasi.



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