

**PROFORMA/BRIEF DETAIL OF SALE DEED**

1. Type of property : Residential
2. Mohalla :  
\_\_\_\_\_  
\_\_\_\_\_
3. Property Details : Plot No. .... having Covered area of ..... Sq. Meter i.e. .... Sq. Feet having super built up area of ..... Sq. Meter i.e. .... Sq. Feet on the ..... Floor in Building Known as Bhavya Kashi, Situated at Khasra No. MI8 & MI12, Mauza- Lalpur, Anuala Pargana- Shivpur Tehsil- Varanasi Pin-221010.
4. Measurement Unit : Square Meter
5. Area of Property : Covered area ..... sq. ft. i.e ..... Sq. Mt., Super Area ..... Sq. ft. i.e ..... Sq. Mt.,
6. Situation of Road :
7. Other Description (9 Mts. Road/Corner) : Group Housing situated at above ..... Mt. wide and not exists on two ways.
8. Amenities : Car Parking, Lift, Power Backup, Security Guard, Lift are available.
9. Pertaining to the member of House Society : N.A.
10. **Sale Consideration** : **Rs. ..../-**
11. **Market Value** : **Rs. ..../-**

12. **Stamp Duty** : **Rs. ....../-**

No. of First Party: 1	No. of Second Party: 1
<b>Details of Seller</b>	<b>Details of Purchaser/s</b>
<b>M/s Hemish Infrastructure Private Limited, a Pvt Ltd company through its Director Mr. Avinash Chandra registered office at (PAN-.....) having its registered office at</b> <hr/>	..... ..... .....

**SALE DEED**

This DEED OF SALE is executed at Lucknow on this ....<sup>th</sup> day of February, 2023.

**BETWEEN**

**M/s Bhavya Group, a Proprietorship fir through It's Proprietor Mr. Bhagat Singh (PAN- .....)** having its registered office at \_\_\_\_\_ (hereinafter referred to as the **"Seller"**, which expression shall include its heirs, executors, administrators, permitted assignees, successors, representatives, etc., unless the subject and context requires otherwise), of the one part,

**AND**

..... (hereinafter referred to as the **"Purchaser"**, which expression shall include his/her/their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the other part.

**WHEREAS** the Purchaser is a male, female, company, firm, trust, etc., the expression he, him, she, her, himself, herself, it, itself, etc. in this Sale Deed in relation to the Purchaser shall be deemed as modified and read suitably as the context requires.

**AND WHEREAS** the map of the Building constructed over it known as "Bhavya Kashi" has been approved by Varanasi Development Authority, Varanasi vide Permit No. .... dated ..... . After sanction of the map the Seller has constructed the building of "Bhavya Kashi".

**AND WHEREAS** the Purchaser wish to purchase the **Plot No. ...., on ....th Floor, Covered area ..... Sq. Ft. i.e ..... Sq. Mt., Super Builtup Area ..... Sq. ft. i.e ..... Sq. Mt., with Terrace Area of .... Sq. Ft. i.e ..... Sq. Mt., in the building known as "Bhavya Kashi" built over Khasra No. MI8 & MI12, Mauza- Lalpur, Anuala Pargana- Shivpur Tehsil-Varanasi Pin-221010,** (herein after referred as the "**Said Plot**");

**AND WHEREAS** the Purchaser has inspected the 'said residential Plot' and is fully satisfied of the same being up to the mark with regard to the quality of construction, the material is being used for construction, the facilities available after being fully satisfied in all respects whatsoever without any fear, pressure or inducement of any nature whatsoever is entering in to and executing this deed.

**AND WHEREAS** the Purchaser has duly scrutinized and inspected the title, rights, interest, encumbrances, and right to construct the multi storied complex on the land acquired for the construction of the residential complex "**Bhavya Kashi**", the title documents and other relevant papers and has also fully satisfied himself with the title, rights, interest, encumbrances in respect to the property being conveyed in pursuance of the present sale deed. The Purchaser is well aware that the said apartment is under construction.

**AND WHEREAS** the Seller has further assured the Purchaser that Seller has good, transferable rights in the demised property and there is no impediment or restriction on the transfer/selling of the said Plot by the Seller to the Purchaser. The Seller has also assured the Purchaser that the demised property is not under lis-pendens and is free from all sorts of litigation and Court attachment etc. The Purchaser hereby admits and

confirm and relying on the assurances so held out by the Seller, the Purchaser has agreed to purchase the demised property.

**AND WHEREAS** the Purchaser/s after fully satisfying himself with the said facts and right and title of the Seller to sell the apartment, the subject matter of this sale deed, and after satisfying himself Purchaser is ready to purchase the **Plot No. ...., on Covered area ..... Sq. Ft. i.e ..... Sq. Mt., Super Builtup Area ..... Sq. ft. i.e ..... Sq. Mt., with Terrace Area of .... Sq. Ft. i.e ..... Sq. Mt., in the building known as "Bhavya Kashi" built over Plot / Khasra No. MI8 & MI12, Mauza- Lalpur, Anuala Pargana- Shivpur Tehsil-Varanasi Pin-221010** AND WHEREAS, the Seller represents, declares and assures the Purchaser as under:-

- (a) That Seller is absolute owner of the **Plot No. ...., on ....th Floor, Covered area ..... Sq. Ft. i.e ..... Sq. Mt., Super Builtup Area ..... Sq. ft. i.e ..... Sq. Mt., with Terrace Area of .... Sq. Ft. i.e ..... Sq. Mt., in the building known as "Bhavya Kashi" built over Plot / Khasra No. MI8 & MI12, Mauza- Lalpur, Anuala Pargana- Shivpur Tehsil-Varanasi Pin-221010**, and no one else besides the Seller has any right, claim, lien, interest or concern whatsoever on the said Plot and the Seller has full right and absolute authority and right to sell and transfer the same to the Purchaser and the Seller has not entered into any kind of agreement/arrangement whatsoever with any person in respect of the said Plot to any other person (s).
- (b) That the title of the Seller is absolutely clear and marketable and that the said Plot is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances till the time of execution of sale deed.
- (c) That the Seller hereby confirms and assures the Purchaser that Seller is not barred or prevented by any administrative/ statutory attachment order or notification from entering into the present transaction with the Purchaser.
- (d) That the Seller shall keep the Purchaser harmless and indemnified from all losses and damages in case the above

declarations or any part thereof is found to be false or incorrect and/or otherwise for any reason, whatsoever.

AND WHEREAS, relying upon the aforementioned declaration and assurances of the Seller the Seller hereby sells and the Purchaser hereby purchases the said Plot for consideration of **Rs. ....../-** (**Rupees ..... Only**) including GST and other charges, on the terms and conditions mentioned herein under:

**NOW THIS SALE DEED WITNESSES AS UNDER:**

1. THAT having received the sale consideration of **Rs. ....../-** (**Rupees ..... Only**) including GST and other charges, in the manner detailed herein below the Seller doth hereby sells, conveys and assigns absolutely to the Purchaser the Said Plot, along with the right to use two Car Parking more fully described in the "Schedule of Property" at the bottom of this Deed and in enclosed map/plan forming part of this deed to hold and possess the same unto and use and enjoy the same as absolute owner thereof subject to the covenants and stipulations hereinafter contained and also as per the bye-laws of the Society/Resident Welfare Association duly approved by the Registrar of Societies, Lucknow.
2. That the upkeep and maintenance of the Said Plot shall be arranged by the Purchaser for this purpose the Purchaser shall pay the monthly charges as may be fixed from time to time by the Society/ Resident Welfare Association or its nominee and shall deposit with the society one time sinking fund as per rules in case the interest on the deposited sum falls short for the maintenance the Purchaser shall be liable to deposit maintenance of the said Plot.
3. That the Seller being absolute Owner of the Said Plot hereby sold is fully competent to transfer the same by way of sale to the Purchaser hereto.
4. That the Seller hereby also covenant about the warranty of their title and declares that the Said Plot hereby sold is free from all sorts of encumbrances, charges, attachment, mortgages, liens and the like. The Seller hereby indemnifies the Purchaser against any claim by anybody or person and in any suit, claim or case against the said Plot.

5. That if on account of any defect in the title of the Seller, the Purchaser is dispossessed of the whole or part of Said Plot hereby sold, the Purchaser shall be entitled to claim from the Seller the refund of the whole or part of sale consideration with all the costs and damages as the case may be for whole or part of the Said Plot so lost.
6. That all the dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoing, if any, shall be paid and borne by the Seller up to the date of allotment of the Plot and thereafter the same shall be paid and borne by the Purchaser.
7. That the Seller shall deliver the vacant possession of the said Plot hereby sold to the Purchaser as per mutual agreed time between the seller and Purchaser.
8. That the Purchaser, his heirs, successors and assigns are now entitled to enjoy all the rights of Ownership, interest, easements and appurtenances including proportionate right of land in the aforesaid said Plot together with all the rights arising there from without any interruption or hindrance by the Seller hereto and he will also be entitled to get his name mutated in the Nagar Nigam records or elsewhere in place of the Seller's name as absolute Owners.
9. That except for the said Plot mentioned above including the Super Builtup Area all other independent areas shall belong to the Seller and will remain its property which includes club, gym, open area, basement, stores, utilities, Guard Room, Parapet walls etc. except otherwise specifically permitted to be used or sold. The Seller shall be free to sell/dispose off, use, rent for possess these areas in any manner they deem fit.
10. That the Seller shall be entitled to make additions, raise storeys or to put up additional structures, additional towers etc. as per its convenience in all the area including rights to construct by way of permissible purchasable FAR and it shall be the sole property of the Seller who shall be entitled to use or dispose off it in any way it choose without interference on the part of the Purchaser. The Seller

shall be entitled to get electric, water, sanitary and drainage fittings on the additional structure/storeys with the existing electric, water, sanitary and drainage sources etc. at its own cost.

11. THAT the Purchaser shall from the date of possession maintain the said Plot at his own cost, in a good tenantable and in a good condition and shall not do or suffer to be done anything in or to the said building(s) or the said Plot or the staircases, lifts and lift lobbies, shafts, stilt, basements, compound and common passages which may be against rules or by-laws of the Municipal Authorities, Maintenance Agencies or any other authority nor shall the Purchaser change alter or make alteration in or to the said Plot or the building(s) or any part thereof. The Purchaser shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions.
12. That the Purchaser shall have proportionate undivided impartible interest in the land as well as common area are in and appurtenant to the building raised over the block space in the proportion to the area of the Plot hereby transferred.
13. That the Purchaser shall neither make nor allow to be made any addition or alteration in the said Plot or the building which may cause damage to the permanent structure like columns, projections and facade etc. In case any construction, building, re-building, addition or alteration and the like activities are to be carried on by the Purchaser in or over the said Plot, the same shall be carried out only with the prior approval of society or statutory/local authorities/bodies having jurisdiction in this behalf.
14. That the lobbies, stairs, and other common services and circulation area in and around the building shall be left unobstructed for free and convenient movement. Any encroachment upon these common and circulation area shall be unauthorized and liable to be removed at the cost and expenses of the encroacher without any notice.
15. That except the said Plot herein transferred all common amenities and facilities within the said Plot and residual rights thereof shall continue to vest in Seller.

16. That the Purchaser shall not use the said Plot or permit the same to be used for purpose other than the purpose sanctioned as per Govt. Regulations or as may be earmarked in the Zoning/ Building plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to the other occupiers of building or for any legal or immoral purposes, and shall not do or suffer anything to be done in or about the said Plot which tend to cause damage to any Flooring or ceiling of any premises above, below or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Purchaser shall not use the said Plot for any activity commercial or otherwise except for residential purpose only.
17. That the Purchaser shall not put up any name or sign board, neon, sign, publicity or advertisement material, hanging of cloths etc. on the external façade of the Complex/Building or anywhere on the exterior of the Building or common areas and shall not change the color scheme of the outer walls or printing of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation, architectural features and design.
18. That the Purchaser shall have electric, telephone, water and other services connections at his own cost and expenses without disturbing the permanent structure (s) and façade of the said Plot/building.
19. That the Purchaser shall pay all taxes/premiums/rates/or other charges as may be required by the local/municipal or other authorities. If any authority /body charge the same from the Seller, the same shall be recovered by the Seller from the Purchaser.
20. That the Purchaser will abide by all laws, bye-laws, rules, and regulation of the Govt./Local bodies/maintenance agency/society/Resident Welfare Association and/or any other authorities and shall attend answer and be responsible for all deviation failure or breach of any of the condition of bye-laws or laws or rules and regulations and keep the Seller indemnified, secure and harmless against all costs consequences and damages arising due to breach and /or non-compliance of the said bye-laws /regulation by the Purchaser.

21. That the Seller is in bona fide belief that all the payments made at all time to the Seller by the Purchaser has been generated from legal sources and is not involved in any illegal activities relating to terrorism, money laundering etc. and also adhering strict compliance of laws relating to Money laundering Act, Foreign Exchange management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. The Seller in any case shall not be responsible for any violation of aforesaid laws, rules and regulation. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by the Purchaser himself. The Purchaser shall always indemnify for any loss arising to the Seller due to such violation.
22. That the Purchaser shall bear expenses of stamp duty, registration charges, legal fee, and other expenses in connection with the execution and registration of this deed.
23. That it is understood by the parties that the said Plot exists in area which is going to be occupied by several other occupants. To safeguard the common object of all other occupants certain conditions as imposed by this deed on the Purchaser are essential so as to protect the rights of all the occupants.
24. That the Purchaser from the date of the execution of this deed have become exclusive owner of the Said Plot hereby sold. However, before each and every transfer of the said Plot the Purchaser or prospective Purchaser shall have to obtain No dues Certificate regarding maintenance charges from Seller/Society/Resident welfare Association.
25. That the Purchaser shall not do any act or thing which may cause any damage to the lower adjoining or upper portion (said Plots) of the said Plot hereby sold or shall never cause any hindrance or obstruction in the enjoyment and use of the said upper or adjoining and lower portion of the said Plot hereby sold by their respective Owners.
26. That all the passages, exists, entrances open space and staircase or other facilities by their very nature are to be utilized and enjoyed commonly.

27. That all the rates, taxes and liabilities accrued and payable after the execution of this deed in respect of the said Plot hereby sold shall be exclusive liability of the Purchaser hereto and the Seller shall not be liable for the same.
28. The said Plot transferred under this deed is in a multi storied residential Group Housing building which is exist at ..... Road. The Proportionate land of the Plot is ..... sq. mtr. Since the building exist at 12 mtr. wide so as per applicable rate along with for ..... Road, the proportionate land value comes to ..... Sq. Mt. x ..... = Rs. ....../-. The Said Plot is of premium class, the value of construction of covered area of Plot plus Terrace is ..... Sq. Mtr. \_\_\_\_/= Rs. ....../-. Thus the total value of the construction and proportionate land of Plot comes to Rs. ....../-. The said Plot is situated at ....<sup>th</sup> Floor so after taking rebate of 15%, the value of the said Plot comes to Rs. ....../-. The Sale Consideration is Rs. ....../-. Since both the Purchaser have equal undivided half share in the said property. The half share of Consideration Value comes to Rs. ....../-, and one of the purchaser is a lady therefore as per G.O. No. S.V.K.Ni.-5-2756/11-2008-500 (165) 2007 dated 30.06.2008 of Sansthatag Vitt. Kar Evam Nibandhan Anubhag-5, the stamp duty @ 6% on the Amount of Rs. 10,00,000/- comes to Rs. 60,000/- & on rest Amount Rs. ....../-, the stamp duty @ 7% comes to Rs. ....../-. The stamp duty on the other half share of Consideration Value Rs. ....../- @ 7% comes to Rs. 2,94,000/-. Therefore total stamp duty of Rs. ....../- is being paid vide e-Stamp on Consideration Amount which is higher than Market Value.

#### **SCHEDULE OF PROPERTY**

**Plot No. ...., on ....<sup>th</sup> Floor, Covered area ..... Sq. Ft. i.e ..... Sq. Mt., Super Builtup Area ..... Sq. ft. i.e ..... Sq. Mt., with Terrace Area of .... Sq. Ft. i.e ..... Sq. Mt., in the building known as "Bhavya Kashi" built over Khasra No. MI8 & MI12, Mauza- Lalpur, Anuala Pargana- Shivpur Tehsil-Varanasi Pin-221010 including right to use Two Car Parking, which is bounded as under:**

**BOUNDARY**

East : .....  
West : .....  
North : .....  
South : .....

**SCHEDULE OF PAYMENT**

- 1- Seller has received Rs. ..../- through Cheque No. .... dated ..... drawn on ..... Bank from Purchaser.
- 2- Purchaser has paid Rs. ..../- as TDS.

Thus Seller has received total sale consideration **Rs. ..../- (Rupees ..... Lakh Only)** including GST and other charges, from the Purchaser and nothing remains to be paid by the Purchaser to the Seller.

IN WITNESS WHEREOF, the Seller and Purchaser have set their respective hands with healthy and free mind on these present on the day, month, and year first above written in presence of the following witnesses :-

**Witnesses:**

<p>1. <b>Mrs. ...., (District), (State)-(Pincode)_____</b> <b>Mobile-.....;</b> <b>Occupation-Housewife)</b></p>	<p style="text-align: center;"><b>SELLER</b></p>
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<p><b>2.</b></p> <p><b>Mr. .... son of Sri</b> <b>..... resident of</b> <b>House No. ....,</b> <b>(District),(State)-</b> <b>Pincode _____</b> <b>Mobile-.....;</b> <b>Occupation-Business</b></p>	<p><b>PURCHASER</b></p>
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this document is only for uprera registration purpose.