

**DRAFT
SALE DEED OF APARTMENT**

| | |
|------------------------------------|---|
| Nature of Deed | Sale Deed of Apartment |
| Nature of Land | Residential |
| Ward / Mohalla / District | SM plot no. 97Kha, 98Ka & 99Ka Mauza Tengra, Pargana Ramnagar, Teshil Sadar, District Varanasi |
| Description of Property | Apartment No. at Floor in 'SWASTIK AMARAVATI' |
| Area of Unit | Sq. Meters (Carpet Area) |
| Area of Balcony | Sq. Meters |
| Area of open terrace | Sq. Meters |
| Proportionate share in land area | |
| Proportionate share in common area | |
| Road | As per Schedule 'A' |
| Other description | Apartment in a building with common area |
| Type of property | Apartment |
| Structure | Stilt + 8 storied and Stilt+4 storied framed structure alongwith Terrace |
| Trees | X |
| Boring etc. | X |
| Year of construction | 20..... |
| Whether a housing Association | No |
| Valuation as per Circle Rate | Rs. |
| Sale Consideration | Rs. |
| Whether woman | (Yes/No) |
| Stamp Duty payable | Rs. |
| Stamp Duty paid | Rs. |
| Financed by | |

THIS Sale Deed of Apartment is executed at Varanasi this the day of ,
20.... BY AND BETWEEN the following described persons :

(1) **SWASTIK AMARAVATI LLP** : a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at B.30/68, Lanka, Varanasi, through its authorized representative and designated partner, **Shri Mayank Kumar Gupta** son of Shri Bhupendra Kumar Gupta and resident of N.1/60-A, Seva Upvan, Lanka, Varanasi, hereinafter for the sake of brevity referred to as the **First Party or the VENDOR**;

(2) **BANARAS GLASS BEADS LIMITED** : a company incorporated under the Companies Act, 1956 having its Registered Office at 29A Vivekanand Road, Kolkata, West Bangal through its authorised signatory and director, **Shri Siddharth Gupta** son of Shri Ashok Kumar Gupta and resident of B27/80A-1A, Lane no-5 Ravindrapuri, Varanasi, hereinafter for the sake of brevity referred to as the **Second Party or the CONFIRMING PARTY**;

- which terms unless repugnant to the context include their heirs, legal representatives, executors, administrators and assigns;

(3) (a)
.....
.....(Name, Father/Husband Name, Address)

and

(b)
.....
.....(Name, Father/Husband Name, Address);

- hereinafter for the sake of brevity jointly or collectively referred to as the **Third Party** or the **BUYER**, which term unless repugnant to the context includes heirs, legal representatives, executors, administrators and assigns of the Buyer.

AND

(4) **SWASTIK AMARAVATI APARTMENT OWNER'S ASSOCIATION:** a Association registered under the Societies Act vide registration no..... dated..... having its Registered Office at Swastik Amaravati Apartment at SM plot 97Kha, 98Ka & 99Ka Mauza Tengra, Pargana Ramnagar, District Varanasi through its authorised signatory Shri son of Shri and resident of, hereinafter for the sake of brevity referred to as the **Fourth Party or the Association**; which terms unless repugnant to the context include their heirs, legal representatives, executors, administrators and assigns of the Association.

WHEREAS the Second Party - Banaras Glass Beads Limited, purchased SM plot no. 97Kha, 98Ka & 99Ka Mauza Tengra, Pargana Ramnagar, Teshil Sadar, District Varanasi measuring 5680 sq. mtrs. from Shahid Latif son of late Haji Abdul Manan alias Haji Abdul Magan, Tausifa Jamin wife of Shahid Latif alias Sahib Latif, Abdullah Ahsan son of late Haji Abdul Mannan alias Haji Abdil Magan, Shabnam Rana wife of Abdullah Hasan alias Abdul Hasan by Sale Deed registered on:

| Date | Bk No. | Jild | Page | Sl.No. |
|------------|--------|------|---------|--------|
| 14.01.2016 | 1 | 1195 | 283-318 | 30 |

And deed of correction registered on:

| | | | | |
|------------|----|------|---------|-----|
| 21.07.2018 | 36 | 1404 | 279-298 | 829 |
|------------|----|------|---------|-----|

hereinafter for the sake of brevity referred to as "**the said LAND**". Its boundary is detailed in **Schedule 'A'**

AND WHEREAS the Second Party - Banaras Glass Beads Limited has contributed its rights, interest and title, all in totality, in the said Land by way of its capital contribution to the First Party - SWASTIK AMARAVATI LLP and the same is evidenced by the Limited Liability Partnership Agreement executed on 12th July, 2016 in accordance with Limited Liability Partnership Act, 2008 and thus, the First Party - Swastik Amaravati LLP is now the absolute owner of the said Land and the Second Party has, for removal of any ambiguity, signed this Sale Deed of Apartment as a Confirming Party.

AND WHEREAS plan has been sanctioned by the Varanasi Development Authority for construction of a residential building vide letter no. on the said Land and the Vendor has developed a multi-storied residential building named as '**SWASTIK AMARAVATI**' as per the said sanctioned plan (hereinafter referred to as 'The said Building').

AND WHEREAS the said building project has been registered in Real Estate Regulation and Development Act (RERA) vide registered no..... dated.....

That the said project is covered under the category of "Social and Commercial Infrastructure" under a new sub sector as "AFFORDABLE HOUSING" vide notification F. no. 13/6/2009-INF dated 30-3-2017 of ministry of finance. Further the said project is in compliance of the condition prescribed u/s 80 IBA of income tax act 1961

AND WHEREAS the Buyer has vide application dated applied **(1)** for allotment of Apartment No. at Floor (hereinafter referred to as 'The said Apartment') and **(2)** to reserve the 'right to use' four wheeler Parking Space No. and two wheeler Parking Space No. in the said Building (hereinafter referred to as 'the said Parking Space') after completion of the construction in all respect (as morefully, detailed and described in **Schedule 'B'** to this Sale Deed) and, thereafter, the same were allotted by the Vendor to the Buyer through Provisional Allotment Letter dated and registered Agreement to Sell dated.....

AND WHEREAS the said Apartment is now complete in all respects to the satisfaction of the Buyer and the parties hereto have agreed to deliver and convey the property.

AND WHEREAS as per Real Estate Regulation and Development Act (RERA) it is required that the entire common areas and common facilities (morefully detailed in the schedule - C) for the use of all residents of the building is to be ownership of the Swastik Amaravati Apartment Owner's Association under section of the RERA.

AND WHEREAS in accordance of the said RERA the vendor has hereby by the virtue of this deed of conveyance agreed to transfer% indivisible share in land and common areas & common facilities calculated as per schedule in accordance with RERA to the Fourth party Swastik Amaravati Apartment Owners' Association.

Now, therefore, the parties hereunto execute this Sale Deed of Apartment and bind themselves with the following:

(1) That in consideration of Rs. (Rupees) having been paid by the Buyer as per details given in the **Schedule 'D'** of this Deed hereunder, the receipt whereof is acknowledged by the Vendor, the Vendor does hereby transfer and convey to the Buyer the residential Apartment No. on Floor and reserve 'right to use' of the Parking space nos. and in the Building, morefully detailed and described in **Schedule 'B'** hereunder respectively and detailed in the map annexed hereto and Swastik Amaravati Apartment Owners Association shall own prorata interest of% in the impartible land and common area and common facilities provided for the common use of thr occupiers of the Building - 'SWASTIK AMARAVATI' (morefully detailed and described in **Schedule 'C'** of this Deed)

| Sl. No. | Particulars | Amount (Rs.) |
|---------------------|--|--------------|
| 1. | Sale value of the Apartment including proportionate share of the land and common areas & common facilities | |
| Total : | | |
| (Rupees only) | | |

(2) That the Vendor has delivered actual physical possession to the Buyer over the Apartment hereby sold and the Buyer has taken actual possession over it after having fully satisfied about completion of the Apartment, and the Vendor has also delivered the prorata share as per schedule In the land and

common services and common facilities to the Swastik Amaravati Apartment Owners' Association.

- (3) That the Apartment hereby sold is free from lien, charges, attachment, encumbrances, disputes and litigation.
- (4) That the Swastik Amaravati Apartment Owners' Association is entitled to prorata (..... percent) undivided interest in the common area and facilities meant for use of all apartments in the Building and prorata (..... percent) undivided interest in the common area and facilities available to use for the Apartment Owners of the floor in the Building and, for removal of doubts, it is understood that such common area and facilities shall mean all those area and facilities as enumerated as such by the Vendor in the Declaration made and revised from time to time in terms of section 12 read with Rule 3 of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.
- (5) That the common area and facilities shall not be transferred, shall remain undivided and the Swastik Amaravati Apartment Owners' Association shall not bring any action for partition or division of any part thereof in any manner whatsoever, and any covenant to the contrary shall be void.
- (6) That the Swastik Amaravati Apartment Owners' Association shall use the common area and facilities in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Apartment Owners of the Building.
- (7) **Restrictions on the Buyer** : That the Buyer hereby agrees and undertakes that the Buyer SHALL NOT:
 - 7.1 Use the Apartment for any purpose other than for residential usage, such as office, shop, consultation chamber of professionals etc.;

- 7.2 Occupy, interfere, hinder or keep or store any goods, furniture etc. in the common areas including entrances, staircase etc. of the Building;
- 7.3 Throw dirt, rubbish, rags or refuse or permit the same to be thrown or accumulated in any portion of the Building or over the common area;
- 7.4 Use the Apartment for any illegal or immoral purpose or in any manner which may be a nuisance or cause nuisance to the occupiers of other Apartments in the Building;
- 7.5 Store in the Apartment any goods of hazardous or combustible nature or which are so heavy as to affect the Building or structure of the Building;
- 7.6 Do or suffer anything to be done in or about the Apartment which may cause or tend to cause any damage to any floor, ceiling of the Apartment or any other portion over and below the said Apartment;
- 7.7 In any manner interfere with the use and rights and enjoyment thereof or of any open space/passage or amenities available for common use;
- 7.8 Close or permit the closing of veranda or lounges or balconies and common passage and shall also not alter or permit any structural alteration or alteration in the elevation and outside colour scheme of the Building, exposed wall of the veranda, lounge or any external doors and windows of the Building;
- 7.9 Object to the Vendor's making any alterations, additions, improvements or repairs whether structural or non-structural interior or exterior, ordinary or extra-ordinary in relation to any unsold apartments within the Building.
- 7.10 At any time demolish or cause to be demolished the said Apartment or any part thereof;
- 7.11 Make in the Apartment any additions or improvements except with the prior approval in writing of the Vendor or the Association;
- 7.12 Claim any right, whatsoever, over the covered exclusive parking space, other than the ones reserved for the Buyer and shall use the same as parking space only for parking of vehicles and for no other purposes, whatsoever; and
- 7.13 Use visitors' parking as it has been provided for visitors' vehicle only.

(8) **Obligations of the Buyer** : The Buyer further undertakes to -

- 8.1 Observe in letter and spirit, follow and abide by all the rules, regulations and bye-laws for the time being (whether made by State legislation, Nagar Nigam, local authorities, the Vendor and/or the Association at the inception and subsequently).
- 8.2 Keep the common areas and the compound of the said Building neat and clean and in proper condition and free from any obstructions;
- 8.3 Maintain at own cost the Apartment in good condition, state and orderly manner;
- 8.4 Keep the Building walls and partition walls and other fittings and fixtures and appurtenances thereto in good working condition with necessary repairs and maintenance and in particular the support structure and protect the Building as a whole;
- 8.5 Permit the Vendor or representatives of the Association and its surveyors and agents with or without workmen at all reasonable times to enter into the Apartment and to examine the state and condition thereof and shall be liable to make good all such defects and deficiencies of repairs and maintenance for which notice in writing shall be given to the Buyer;
- 8.6 Get the Apartment separately numbered and assessed by Nagar Nigam, Varanasi, and get their name mutated in the records of Nagar Nigam, Varanasi and other local authorities and to pay all taxes, levies and charges payable as an owner and/or occupier. Further, until such time, separate assessment of each apartment is not made, the Buyers shall be liable to pay all the taxes and charges in proportion to carpet area of construction of the Apartment with reference to the total carpet area of construction of all the apartments in the Building;
- 8.7 Refrain from doing anything to the Apartment, the Building and/or the common area which may be against the rules and bye-laws (whether made by State legislation, Nagar Nigam, local authorities, the Vendor and/or the Association at the inception and subsequently), and it is understood that the

Buyer shall, apart from other consequences, be responsible to keep the Vendor and the Association, indemnified against all losses suffered and payments made due to any act of commission or omission by the Buyer at any time in future.

8.8 Conform and take sufficient steps to ensure that all the obligations arising under this Sale Deed in respect of the Apartment and Building shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent Buyers of the Apartment as the said obligations go with the Apartment for all intents and purposes.

(9) **Obligations of the Buyer towards the Association** : That the maintenance, upkeep, repairs, security, landscape and common services etc. of the Building including common area shall be collective (joint and several) responsibility of the apartment owners or the occupiers and shall be managed by the Association – “Swastik Amaravati Apartment Owners’ Association” or its nominated agency and the Buyer further agrees as under :

9.1 The Buyer shall become a member of the Association;

9.2 The Buyer shall pay maintenance charges to the Association as fixed by the Association which may include provision for a sinking fund for major repair of the Building and replacement of the equipments and in the event of delay or failure to pay such charges, the Buyer shall not be entitled to use the common areas and facilities during the period of default;

9.3 That such maintenance charges shall include *inter-alia* the following:-

- (a) Cost of annual maintenance;
- (b) All other rates, levies, impositions and outgoings that may from time to time be levied against the Land and/or Building including water charges and service tax; and
- (c) Outgoing for the maintenance and management providing electricity for common areas and facilities of the Building and land appurtenant thereto, the lifts, common lights and other outgoing such as collection

charges, charges for watchmen, sweepers & other staff and maintenance of accounts incurred in connection with the Apartment.

- 9.4 The Buyer shall pay to the Association the prorata cost incurred or to be incurred for replacement, up gradation, addition etc. of the machinery and equipment including but not limited to electric substation and HT/LT electricity equipments, panels, DG sets and allied systems, security and surveillance systems, fire alarm and fire fighting systems, water filtration, intercom network etc. or any other common facility (The Association shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof);
- 9.5 The Buyer shall promptly pay all the dues to the Association including the bills, maintenance charges, interest-free security deposit etc. as may be decided by the Association from time to time and any delay in making the payment will also render the Buyer liable to pay interest @ 9% per annum to the Association and the Association shall have the first charge on the Apartment in respect of such dues;
- 9.6 The Buyer shall pay all the dues to the Association irrespective of the fact whether the Buyer lives in the Apartment or keeps it vacant;
- 9.7 The Buyer before transferring the Apartment shall give due information to and obtain NO DUES Certificates from the Association.
- (10) That the Confirming Party hereby confirms that the Vendor alone is the owner of the said Building and the Confirming Party has no interest or claim of any sort whatsoever over the same.
- (11) That the right of the Buyer acquired through this deed is heritable and transferable.
- (12) That all the taxes, duties, cess such as Goods and Service Tax, Stamp duty and registration expenses of this Sale Deed have been borne by the Buyer. Any further taxes, duties, cess levied / assessed by the competent authority / Government shall also be reimbursed by the **BUYER**

PARTICULARS OF LAND

| Sl. No. | Plot No., Location And Boundary | Area (Square Meters) | Particulars | | | | | | | | | | | | | | | | | | | | |
|--|---|----------------------|---|--------|--------|-------|------|--------|------------|---|------|---------|----|------|--------|-------|------|--------|------------|----|------|---------|-----|
| 1. | SM plot no. 97Kha, 98Ka & 99Ka Mauza Tengra, Pargana Ramnagar, Teshil Sadar, District Varanasi Boundary : North : Land of Ramkishan South : Land of Ramraj and canal East : Nali and thereafter holding of Maharaj Kashinaresh West : Road and land of Rajaram & others | 5680 | It was originally purchased by Banaras Glass Beads Limited from Shahid Latif son of late Haji Abdul Manan alias Haji Abdul Magan, Tausifa Jamin wife of Shahid Latif alias Sahib Latif, Abdullah Ahsan son of late Haji Abdul Mannan alias Haji Abdil Magan, Shabnam Rana wife of Abdullah Hasan alias Abdul Hasan by Sale Deed registered on: <table border="0"> <tr> <td>Date</td> <td>Bk No.</td> <td>Khand</td> <td>Page</td> <td>Sl.No.</td> </tr> <tr> <td>14.01.2016</td> <td>1</td> <td>1195</td> <td>283-318</td> <td>30</td> </tr> </table> And deed of correction registered on: <table border="0"> <tr> <td>Date</td> <td>Bk No.</td> <td>Khand</td> <td>Page</td> <td>Sl.No.</td> </tr> <tr> <td>21.07.2018</td> <td>36</td> <td>1404</td> <td>279-298</td> <td>829</td> </tr> </table> | Date | Bk No. | Khand | Page | Sl.No. | 14.01.2016 | 1 | 1195 | 283-318 | 30 | Date | Bk No. | Khand | Page | Sl.No. | 21.07.2018 | 36 | 1404 | 279-298 | 829 |
| Date | Bk No. | Khand | Page | Sl.No. | | | | | | | | | | | | | | | | | | | |
| 14.01.2016 | 1 | 1195 | 283-318 | 30 | | | | | | | | | | | | | | | | | | | |
| Date | Bk No. | Khand | Page | Sl.No. | | | | | | | | | | | | | | | | | | | |
| 21.07.2018 | 36 | 1404 | 279-298 | 829 | | | | | | | | | | | | | | | | | | | |
| | Gross Land Area | 5680 | | | | | | | | | | | | | | | | | | | | | |
| Less: | Area for road widening | 280 | | | | | | | | | | | | | | | | | | | | | |
| | Net Land Area | 5400 | | | | | | | | | | | | | | | | | | | | | |
| These Lands were received by Swastik Amaravati LLP as capital contribution by one of its partners and the Second Party of this deed - Banaras Glass Beads Limited as on 12 th July, 2016 through Board Resolution and is evidenced by the Limited Liability Partnership Agreement of Swastik Amaravati LLP executed thereafter. | | | | | | | | | | | | | | | | | | | | | | | |

SCHEDULE ‘B’

(i) PARTICULARS OF THE APARTMENT HEREBY SOLD

Apartment No. on Floor having carpet area square meters equivalent to sq. ft. including undivided, indivisible and variable pro-rata share interest, equivalent to %, in the residential building named as ‘**SWASTIK AMARAVATI**’ situated on SM plot no. 97Kha, 98Ka & 99Ka Mauza Tengra, Pargana Ramnagar, Teshil Sadar, District Varanasi along with rights in common area and common facilities and is butted and bounded as under:-

North :
 South :
 East :
 West :

(ii) PARTICULARS OF THE PARKING SPACE, RIGHT TO USE OF WHICH IS HEREBY RESERVED

(1) Four wheeler Parking No., having covered area of square meters equivalent to sq. ft. in the ground floor of the residential building named as '**SWASTIK AMARAVATI**' and is butted and bounded as under:-

North :

South :

East :

West :

(2) Two wheeler Parking No., having covered area of square meters equivalent to sq. ft. in the ground Floor of the residential building named as '**SWASTIK AMARAVATI**' and is butted and bounded as under:-

North :

South :

East :

West :

SCHEDULE 'C'

**COMMON AREAS & COMMON FACILITIES
in
'SWASTIK AMARAVATI'**

Common Area And Facilities:

Association office
Community hall
Common toilet
Main staircase
Fire fighting staircase
Lift well
Underground tank
Guard room
Transformers
Children's play area
Open garden
Visitor's parking
Power Supply System
Lifts

Sewage Treatment Plant
 Rain Water Filtration & Recharge Well
 Fire Fighting System
 Miscellaneous Facilities

SCHEDULE 'D'

PARTICULARS OF PAYMENTS RECEIVED

| SI.No. | Date of cheque | Cheque No. | Bank and Branch | Amount (Rs.) |
|----------------------|----------------|------------|-----------------|--------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| Total : | | | | |
| Total (Rupees) | | | | |

:::: NOTE :::

1. Value of the property as per Circle rate is as under :

| Particulars | Amount (Rs.) |
|---|-----------------|
| A. Apartment : | |
| 1. Carpet area of the Apartment sq. meters @ Rs.-/- per sq. meter | |
| 2. Proportionate, undivided, indivisible land sq. meters @ Rs.-/- per sq. meter | |
| Sub – total | |
| 3. Plus 10% for use of common area etc. | |
| Total (A) : | |

2. Since the sale consideration is more than the valuation as per the scheduled rate fixed by the government Stamp Duty is being paid on Rs.-/- that is on sale consideration @%. Total stamp of Rs.-/- is paid.
3. This title deed is made in original and two registered copies (musana); Original in stamp of Rs..... and musana in stamp of Rs The original is to be kept with the buyer/financial institution and the musana no.-1 to be kept with Owners' Association and musana no.-2 by the Vendor.
4. The property sold is purely residential.
5. The parties to this deed are Indian Nationals.

IN WITNESSES WHEREOF, Mayank Kumar Gupta in his capacity of Designated Partner and General Attorney of the Vendor and Siddharth Gupta in the capacity of director and authorised signatory of the Confirming Party and Secretary, in the capacity of authorized signatory of the Association and &, Buyer(s) have executed this Sale Deed of Apartment on the date above mentioned of their free will and accord.

**Signature, Name and
Address of the Witnesses**

Signature of Parties

1.

MAYANK KUMAR GUPTA
Designated Partner of SWASTIK AMARAVATI LLP
VENDOR

2.

SIDDHARTH GUPTA
Director of BANARAS GLASS BEADS LIMITED
CONFIRMING PARTY

NAME OF BUYER 1.....

NAME OF BUYER 2.....

.....
**SWASTIK AMARAVATI APARTMENT OWNERS'
ASSOCIATION**