

Sale Deed

- | | | | |
|-----|-------------------------------------------------------------|---|--------------------------------------------------------|
| 1. | Nature of Property | : | Residential. |
| 2. | Ward/Pargana | : | Nagwa/Dehat Amanat |
| 3. | Mohalla / Village | : | Jolha. |
| 4. | Description of Property | : | Flat No. on Floor in Surya Nivesh |
| 5. | Unit of Measurement | : | Sq. Meter. |
| 6. | Area of Property | : | sq. meter proportionate land area |
| 7. | Status of Road | : | Link Road |
| 8. | Others Description | : | No. |
| 9. | Nature of property | : | Residential Flat. |
| 10. | Total Area of property (in case of Multi Storied building) | : | 2847.678 sq. meter |
| 11. | Total covered area | : | 10098.485 sq. meter |
| 12. | Status-Finished/Semi Finished/others | : | Semi-Finished |
| 13. | Valuation of the tree | : | No |
| 14. | Boring /Well/others | : | No |
| 15. | Covered Area of flat hereby sold | : | sq. ft. i.e. sq. meter super built up area. |
| 16. | Year of construction | : | New |
| 17. | Whether it is related to the member of Sahakari Avas Samiti | : | No |
| 18. | Amount of consideration | : | Rs./- |
| 19. | Government Rate | : | Rs./- |
| 20. | Stamp Paid | : | Rs./- |
| 19. | Boundary : | | |
| | East | : | - |
| | West | : | - |
| | North | : | - |
| | South | : | - |

20. Number of First Party/Vendor- 02 : Number of Second party/Purchaser(s) - 01
Nagendra Mishra and Ravindra Nath Mishra Ss/o. Late Vindhya Vasini Misra and Vikas Mishra S/o. Sri Nagendra Mishra R/o. House No. D. 61/44, Siddhigiribaag, City Varanasi and House No. N. 15/192-B, Badi Gaibi, Jolha, City Varanasi and Smt. Kamla Tripathi W/o. Late Hare Ram Tripathi R/o. House No. D. 57/10, Sindhu Nagar Colony, Sagra, Varanasi and Dr. Mrityunjay Kumar Tripathi and Dilip Kumar Tripathi and Manoj Kumar Tripathi all Ss/o. Late Hare Ram Tripathi R/o. House No. D. 57/10, Sindhu Nagar Colony, Sagra, Varanasi and Smt. Sunita Tripathi D/o. Late Hare Ram Tripathi W/o. Sri Ravikant Tiwari R/o. 17, Bajrang Dham Colony, (Near Hanuman Temple) Chitapur, District Varanasi and Smt. Archana Dixit D/o. Late Hare Ram Tripathi W/o. Sri Mani Dixit R/o. A-34, Malviya Nagar, Kudaghat, Gorakhpur all through power of attorney Smt. Kamla Tripathi W/o. Late Hare Ram Tripathi R/o. House No. D. 57/10, Sindhu Nagar Colony, Sagra, Varanasi, as Land Owners AND M/s. Kharaujha Builders Pvt. Ltd. a company its registered office at 1-A, Surya Bagh Colony, Mahmoorganj, Varanasi through its Managing Director Sri Arun Kumar Singh S/o. Late Siddheshwari Prasad Singh R/o. 1-A, Surya Bagh Colony, Mahmoorganj, Varanasi, as Developer. Mob. No., PAN

----- First Party/Vendors.

AND

.....
..... Mob. No., PAN

----- Second Party/Purchaser(s).

AND

Dhiraj Kumar and Niraj Kumar Ss/o. Late Mukund Lal R/o. House No. D. 59/109, Mahmoorganj,
Varanasi. Mob. No., PAN

----- Third Party/Confirming Party(s).

WHEREAS Settlement Plot No. 36/1 and 36/2 and its landed area, Village Jolha, Varanasi was the property of Brij Mohan Sureka S/o. Late Gurumukh Rai Sureka and he was absolute owner and occupier of his own portion of said property and had transferable right on said property and he sold the part of said property land measuring 6 Dismil in settlement plot No. 36/1 and land measuring 7 Dismil in settlement plot No. 36/2 and land measuring 20 Dismil in settlement plot No. 36/2 in premises No. N. 15/188 at present 36/3 total 3 Gata 33 Dismil i.e. 14355 sq. ft. i.e. 1334.108 sq. meter to Smt. Vidya Devi W/o. Late Vindhya Vasini Mishra by sale deed dated 19.10.1965 and after the purchase of said property she mutated her name in revenue records and she was absolute owner and occupier of land measuring 14355 sq. ft. i.e. 1334.108 sq. meter and she had transferable right on said property.

AND WHEREAS Sri Hare Ram Tripathi S/o. Late Ram Parikshan Tripathi purchased land measuring 4 Biswa in Settlement Plot No. 36/1 from Brij Mohan Sureka S/o. Late Gurumukh Rai Sureka through sale deed dated 20.01.1989 and also purchased 1 Biswa in settlement plot No. 36/1 from Brij Mohan Sureka S/o. Late Gurumukh Rai Sureka through sale deed dated 14.02.1990 and after the purchase of said property he mutated his name in revenue records and now his name was recorded in revenue records and he had transferable right on said property. Said Smt. Kamla Tripathi W/o. Sri Hare Ram Tripathi purchased land measuring 4046 sq. ft. of settlement plot No. 36/1 from Brij Mohan Sureka S/o. Late Gurumukh Rai Sureka by sale deed dated 14.02.1990 and after the purchase of said property she mutated her name in revenue records and she had transferable right on said property. Said Sri Mrityunjay Tripathi S/o. Sri Hare Ram Tripathi purchased land measuring 2720 sq. ft. in settlement plot No. 36/2 from Smt. Geeta Devi Agrawal W/o. Sri Govind Agrawal through sale deed dated 24.05.1994 and purchased land measuring 2720 sq. ft. in settlement plot No. 36/1 from Govind Agrawal S/o. Sri Banshidhar Agrawal through sale deed dated 03.06.1994 and after the purchase of both properties he mutated his name in revenue records and he had transferable right on said property. Now said Sri Hare Ram Tripathi S/o. Late Ram Parikshan Tripathi and Smt. Kamla Tripathi W/o. Sri Hare Ram Tripathi and Sri Mrityunjay Tripathi S/o. Sri Hare Ram Tripathi were joint owner of land measuring 16286 sq. ft. i.e. 1513.57 sq. meter of said property and had transferable right on said property.

AND WHEREAS for the construction of the multi storied building said Smt. Vidya Devi W/o. Late Vindhya Vasini Mishra executed an agreement dated 12.10.2006 which is registered at Book No. 1, Volume No. 2696, Pages 1 to 56, Document No. 3868, dated 13.10.2006 with Sub-Registrar-IV, Varanasi and said Sri Hare Ram Tripathi S/o. Late Ram Parikshan Tripathi and Smt. Kamla Tripathi W/o. Sri Hare Ram Tripathi and Sri Mrityunjay Tripathi S/o. Sri Hare Ram Tripathi executed an agreement dated 12.10.2006 which is registered at Book No. 1, Volume No. 2696, Pages 57/116, Document No. 3869, dated 13.10.2006 with Sub-Registrar-IV, Varanasi, both in favour of Sri Dhiraj Kumar and Sri Niraj Kumar Ss/o. Late Mukund Lal and as per agreement it has been decided that 35% out of total constructed portion will be the portion of land owner and 65% constructed portion will be the portion of the developer but said developers could not constructed the said building.

AND WHEREAS in between Smt. Vidya Devi W/o. Late Vindhyavasini Mishra executed a WILL dated 20.10.2008 in favour of her sons Nagendra Mishra and Ravindra Nath Mishra and grand son Vikas Mishra. After some times she died on the date of 22.02.2013 and after her death as per WILL dated 20.10.2008 said land owners/first party/ set no. 1, Nagendra Mishra and Ravindra Nath Mishra and Vikas Mishra become as owner on her portion and now they are absolute owners and occupier of their own portion of said property.

AND WHEREAS after some times said Hare Ram Tripathi died on the date of 15.10.2013 and after his death his wife Smt. Kamla Tripathi and sons Dr. Mrityunjay Kumar Tirpathi and Dilip Kumar Tripathi and Manoj Kumar Tripathi and daughters Smt. Archana Dixit and Smt. Sunita Tripathi become as owner on his portion and now they are absolute owner and occupier of said property.

AND WHEREAS regarding land owners/first party, after some times said Dr. Mrityunjay Kumar Tirpathi S/o. Late Hare Ram Tripathi executed a power of attorney dated 07.11.2015 which is registered on Book No. 4, Volume No. 136, Pages 279 to 298, Document No. 371 dated 07.11.2015 in the Office of Sub-Registrar-3, Varanasi in favour of his mother Smt. Kamla Tripathi W/o. Late Hare Ram Tripathi and authorize her to sale his portion of said property. Like this Dilip Kumar Tripathi S/o. Late Hare Ram Tripathi executed a power of attorney dated 18.11.2015 which is registered on Book No. 4, Volume No. 137, Pages 61 to 74, Document No. 382 dated 18.11.2015 in the Office of Sub-Registrar-3, Varanasi in favour of his mother Smt. Kamla Tripathi W/o. Late Hare Ram Tripathi and authorize her to sale his portion of said property and said Manoj Kumar Tripathi S/o. Late Hare Ram Tripathi executed a power of attorney dated 19.11.2015 which is registered on Book No. 4, Volume No. 137, Pages 75 to 88, Document No. 383 dated 19.11.2015 in the Office of Sub-Registrar-3, Varanasi in favour of his mother Smt. Kamla Tripathi W/o. Late Hare Ram Tripathi and authorize her to sale his portion of said property and said Smt. Sunita Tripathi D/o. Late Hare Ram Tripathi W/o. Sri Ravikant Tiwari executed a power of attorney dated 07.11.2015 which is registered on Book No. 4, Volume No. 156, Pages 369 to 388, Document No. 396 dated 07.11.2015 in the Office of Sub-Registrar-II, Varanasi in favour of her mother Smt. Kamla Tripathi W/o. Late Hare Ram Tripathi and authorize her to sale his portion of said property and Smt. Archana Dixit D/o. Late Hare Ram Tripathi W/o. Sri Mani Dixit executed a power of attorney dated 28.01.2015 which is registered on Book No. 4, Volume No. 181, Pages 351 to 370, Document No. 19 dated 28.01.2015 in the Office of Sub-Registrar-II, Gorakhpur in favour of his mother Smt. Kamla Tripathi W/o. Late Hare Ram Tripathi and authorize her to sale his portion of said property.

AND WHEREAS the land owners/first party are in exclusive possession with absolute right, title and interest of the aforesaid property and the same is free from all encumbrances, debts, liens, charges and in marketable condition and having exclusive title and absolute authority to transfer the whole or part of said scheduled property and third party agreement holders are join this development agreement as confirming party.

AND WHEREAS the developer company approached the first party/ Land owners and third party/Confirming Party to get the scheduled property for developing the apartment on said property.

AND WHEREAS said Sri Dhiraj Kumar and Sri Niraj Kumar Ss/o. Late Mukund Lal approach to M/s. Kharaujha Builders Pvt. Ltd. through its Managing Director Sri Arun Kumar Singh to construct the said building and said company gave its consent to Sri Dhiraj Kumar and Sri Niraj Kumar Ss/o. Late Mukund Lal for the construction of said building and directors of said builder company permitted and authorize to one of the Director Sri Arun Kumar Singh through resolution dated 11.09.2008 to do all the acts which is necessary to construct the said building and for this purpose they formed and registered a partnership firm on the date of 23.09.2008 named M/s. Kharaujha Associate.

AND WHEREAS the owners of said property Smt. Vidya Devi and Sri Hare Ram Tripathi and Smt. Kamla Tripathi and Sri Mrityunjay Tripathi executed a power of attorney dated 20.10.2008 in favour of

Sri Arun Kumar Singh S/o. Late Siddheshwari Prasad Singh, Director of M/s. Kharaujha Builders Pvt. Ltd. and authorize to do all acts and execute all kinds of deeds which is necessary for the construction and sale of the said building and as per partnership deed and power of attorney the firm developed the aforesaid land after obtaining the building plan approved by the V.D.A. and constructed the residential multi storied building on said property which is fully described in "Schedule A" known as SURYA NIVESH.

AND WHEREAS That now land owners and builders and company are absolutely entitled to sale the flats of said apartment from their own portions

AND WHEREAS the first party having absolute right title and interest of the aforesaid property and the same is free from all encumbrances, debts, liens, charges and attachment and is in marketable condition and have absolute rights to transfer the said property.

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

AND WHEREAS the Purchaser(s) expressed his/her desire to purchase a Flat No. in Surya Nivesh having super built up area measuring sq. ft. i.e. sq. meter on Floor in the said building/Apartment, which is detailed and described in Schedule B hereunder.

AND WHEREAS the vendors have allotted to the Purchaser(s) Flat No. in Surya Nivesh on the above stated flat in the said building. The flat hereinafter referred to as the said flat built-up as per the terms and conditions contained in the allotment letter and the said Flat is in the share of

AND WHEREAS the Purchaser(s) has deposited a sum of Rs./- (Total Rupees Only) as per memo of Sale Consideration to the vendors towards sale consideration as agreed to.

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./- (Total Rupees Only) to the aforesaid Purchaser(s) and the Purchaser(s) has paid full sale consideration to the Vendors which is described in **MEMO OF SALE CONSIDERATION**. The Vendor do hereby sell, transfer, assign unto Purchaser(s) the Flat No. on Floor in the said building, details of which is given in the Schedule-B and for better clearness delineated in the plan annexed with this deed.
- 2- That the area include the whole area under periphery area of common services facilities staircase, verandah, balcony, etc., detailed description of which has been given in the deed, and all rights, title, interest and assessment belonging to the said Flat shall be hold by the Purchaser(s) and his/her/their representatives/successors absolutely.
- 3- That the Flat hereby sold and transferred is free from all encumbrances, lispence, charges, liens and attachments whatsoever and the Vendors 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 property and vendors have 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 Vendors up-to-date of sale.
- 4- That the Vendors have agreed to save harmless and keep indemnified, the Purchaser(s) from and against all losses, expenses and costs incurred or suffered by any act or omission of the Vendors effecting in any manner, the property or title hereby conveyed and warranted.
- 5- That the Vendors further agreed that, at the request of the Purchaser(s) 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 to these present.
- 6- That Vendors have put the Purchaser(s) in possession of the property hereby sold and transferred or howsoever otherwise the same may be described.
- 7- That the Purchaser(s) has obtained the possession of the flat hereby sold and found all the construction building, materials, fitting etc. is as per dimension, specification and description. The Purchaser(s) has satisfied about the workmanship of the flat and the apartment as a whole.

- 8- That except in respect of the particular flat and its common facilities, the Purchaser(s) will have no claim, right, title or interest on any open or other spaces which shall remain the property of the Vendors.
- 9- That since the flat hereby sold is the part of the residential apartment, for the benefit of all the Flat owners and occupiers of the flats of the apartment, **the Purchaser(s) hereby agreed and undertake that Purchaser(s) will not :**
 - 9.1 Use the said flat for any purpose other than for residential purpose or for personal office.
 - 9.2 Occupy, interfere, hinder or keep and store any goods, furniture etc. in the common space, entrances, staircase of the apartment.
 - 9.3 Throw dirt, rubbish, rage or refuse or permit the same to be thrown or accumulated in any portion of building or apartment.
 - 9.4 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.
 - 9.5 Do or permit to be done any act or thing which may render void voidable any insurance of any of the said apartment or cause extra premium to be payable in respect thereof.
 - 9.6 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.
 - 9.7 Do not suffer any thing to be done in or about the said flat which may cause or tend to cause any damage to any other portion over or below of the said flats or on the 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.
 - 9.8 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.
 - 9.9 At any time demolish or cause to be demolished the said flat or any part thereof.
 - 9.10 Claim any right whatsoever over the parking space other than the parking space allotted to Purchaser(s) and Purchaser(s) will use the same as parking space only for parking of vehicles and for no other purposes whatsoever.
- 10- **That the Purchaser(s) further undertakes to :**
 - 10.1 Keep the common area and compound of the said apartment neat and clean and in proper condition.
 - 10.2 Maintain at her/his own cost the apartment 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 apartment, holders of the apartment.
 - 10.3 Keep the building walls and partition walls, roof, floor etc. 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(s) 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.
 - 10.4 Have its own electricity and telephone connection and shall pay for all such charges.
- 11- That for proper maintenance of the entire apartment, the Purchaser(s)/occupiers of flat shall form a society and in this respect the Purchaser(s) shall.
 - 11.1- Sign all necessary documents required for the purpose of formation and/or registration of such society or association
 - 11.2- Perform all rules and regulations of the society or association made from time to time
- 12- That the Vendors shall have right to raise stories or put up further additional structure in the apartment over the un-allotted area of exclusive car/scooter parking which shall be the sole property of the vendors who shall be entitled to dispose off the same or any part thereof in any manner the vendors chooses. The roof of the building shall be property of the Vendors, and the Vendors shall be entitled to connect electricity, water, sanitary and drainage fittings,

telex/telephone connections and other connection, cables, gas, fire fighting etc. to the additional structures with the connections for the time being existing and the said additional structure shall be entitled to all the benefits, advantage, easements and facilities as the other parties of the said apartment or building for the time being shall have, the vendors shall also be utilising in such manner as the vendors may deem fit un-allotted car parking areas.

- 13- That the provisions of The Real Estate (Regulation and Development) Act, 2016 (RERA) with all its Rules, amendment from time-to-time shall apply.
- 14- That in case apartment is damaged due to any reason, the Purchaser(s) will be entitled to proportionate area of flat and further flat may be constructed thereon by the flat owner association.
- 15- That the parking space will be used by flat owner for only vehicle parking purposes.
- 16- That the rights of the Purchaser(s) will be transferable and heritable, however the transferee or legal representatives/successors of the Purchaser(s) will be bound by the covenants herein contained to be observed by the Purchaser(s).
- 17- That the Purchaser(s) has examined and inspected and/or otherwise satisfied himself about the building plan, title deed and site and is desirous of acquiring a flat in the said complex morefully described in the Schedule of this Deed.
- 18- That the Purchaser(s) 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(s) shall be liable to pay all taxes and charges in proportion to area of construction of the flat to the Vendors. The Purchaser(s) is liable to pay the maintenance charges to the Vendors till formation of maintenance society.
- 19- That all expenses for stamp, registration and other legal expenses has been borne by the Purchaser(s).
- 20- That the both parties are Indians and does not belongs to SC/ST.

SCHEDULE-A

Total piece and parcel of land admeasuring 33 Dismil i.e. 14355 sq. ft. i.e. 1334.108 sq. meter 11.975 Biswa i.e. 16286 sq. ft. i.e. 1513.57 sq. meter total land measuring 2847.678 sq. meter located over Settlement plot nos. 36/1 and 36/2 and 36/2 at present 36/3 and settlement plot No. 36/1 and 36/2 situated in Village Jolha, Ward Nagwa, Pargana Dehat Amanat, Tahsil Sadar, District Varanasi bounded as under :

East :

West :

North :

South :.

SCHEDULE-B

THE FLAT HEREBY SOLD BY THE VENDORS IN FAVOUR OF PURCHASER(S) :-

Flat No. on Floor having super built up area sq. ft. i.e. sq. meter with undivided, undemarcated proportionate land measuring sq. meter in the building "SURYA NIVESH" located over Settlement plot nos. 36/1 and 36/2 and 36/2 at present 36/3 and settlement plot No. 36/1 and 36/2 situated in Village Jolha, Ward Nagwa, Pargana Dehat Amanat, Tahsil Sadar, District Varanasi, the flat shown with red hatched lines in the map attached herewith bonded by :-

East :-

West :-

North :-

South :-

MEMO OF CONSIDERATION

| Sl | Amount in Rupees | Cheque/ D.D. | Date | Bank |
|------------------------------------------|---------------------|-----------------|------|------|
| 1. | | | | |
| 2. | | | | |
| Rs. TOTAL (Total Rupees Only) | | | | |

Note: That flat hereby sold is totally residential situated in Mauza Jolha, Ward Nagwa, Varanasi City and not on any schedule road or commercial activities/area. The apartment is residential and (Basement + G+8) story building. According to the roaster fixed by collector valuation of super built-up area of Flat x 25000/- = Rs./- and Valuation of proportionate land x/- = Rs./- so valuation is Rs./- and after addition of common facilities i.e. 20% Rs./- total valuation is Rs./- i.e. Rs./-, hence on the total valuation Rs./- stamp paid @ 7% i.e. Rs./-.

DATE -

WITNESSES :-

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

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

Drafted By :

Arun Kumar Srivastava
Advocate,
Collectorate Court, Varanasi.

Typed By :

Anand Computers,
Shop No. 01, Collectorate Court, Varanasi.