

**REQUIRED DETAILS OF UNDER CIRUCULAR**

1. Nature of Instrument : Sale
2. Mohalla & Ward : Vill. Sehamalpur,  
Pargana- Athagava,  
Tehsil - Pindra,  
Varanasi
3. Sale Consideration : Rs.
4. Collector's Circle Rate : Rs ..... per sq.mt. for land  
and Rs. .... per sq.mt. for  
covered area.  
**V CODE 1122**
5. Details of Property being Transferred : Apartment No. .... (....)  
covered area .....Sq.Mt. along  
with impartible share interest in  
the land detailed in Part-II of  
schedule-B of the complex  
Chandra Anandam, Village  
Sehmalpur, Pargana Athagava,  
Tahsil Pindra Distt. Varanasi.
6. Valuation of Deed as per Circular : **Rs.**
7. Approach Road to the Property : Colony Road
8. Land Area : .... sq.mt. i.e. proportionate  
impartible share interest
9. Covered Area : ..... sq.mt.
10. Purpose : Residential
11. Valuation of Trees : NIL
12. Boring/Well/others : NIL
13. Member of Co-operative Society : Not Applicable
14. Stamp Paid : Rs.
15. Unit of measurement : Sq.Meter
16. Boundaries :

EAST : Land of Village Khajuri

WEST : Part Land of Plot No. 13 T/A Vill. Jamalapur & Road

NORTH : Chakroad T/A Plot No. 10

SOUTH : Road

17. Number of Vendor : 1 (One)

18. Number of Purchaser :

VENDOR

PURCHASER

**M/s Chandra Towers Pvt. Ltd.** having its Registered Office at 402, 4<sup>th</sup> Floor, Express Building, 14/E Road, Church Gate, MUMBAI - 400 020 (Administrative office at S-2/638A, Club Road, Varanasi through its Director Sri Santosh Kumar Singh son of Late Shri Vijai Bahadur Singh resident of S.25/243-KA, Sarsauli, Bhojibir, Varanasi.

**SALE DEED**

THIS INDENTURE OF SALE made on this ..... by **Chandra Towers Pvt. Ltd.** having its Registered Office at 402, 4<sup>th</sup> Floor, Express Building, 14/E Road, Church Gate, MUMBAI - 400 020 (Administrative office at S-2/638A, Club Road, Varanasi through its Director Shri Santosh Kumar Singh son of Late Shri Vijay Bahadur Singh (which expression shall unless excluded by or repugnant to the context include and mean its

successors in office) on one Part IN FAVOUR OF.....  
(which expression unless repugnant to the context shall always include his heirs, executors, administrators, successors in interest, legal representatives and assign) hereinafter called the Purchaser.

WHEREAS land detailed in schedule 'A' of this deed was purchased through Sale Deed dated 28.02.1998 in the office of Sub Registrar Third Varanasi, Book No. I, Document No. 2640, Zild No. 1918, Date 15.09.1999 and Page No. 87 to 122.

AND WHEREAS the Owners aforesaid intended to develop the said premises in Group Housing Complex. However, since the project under VDA Building bye laws require Affordable House flats/apartment as well,

AND WHEREAS since the said Group Housing on the said land under the building bylaws require Affordable Housing.

AND WHEREAS the Purchaser has inspected the site and the Apartment and found the same and the common facilities provided to this are up to his satisfaction therefore the parties are ready to execute the sale deed with following terms and condition.

**NOW THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS :**

1. That, in consideration of Rs..... (Rupees ..... ) only paid by the purchaser as per detailed in Schedule of Payment, the receipt - whereof hereby acknowledges by the Vendors; the Vendors hereby convey transfer and assign unto the purchaser the Apartment No..... (.....) covered area ..... Sq.Mt. along with impartible share interest in the land detailed in Part-II of schedule-B of the complex Chandra Anandam, Vill. Sehmalpur, Pargana Athagava, Tehsil Pindra, Distt. Varanasi and exclusive to use the Parking Lot No..... (Stilt) detailed in Schedule-C, more fully described in Schedule and detailed in the map annexed hereto, all right title easement belonging to the said property.
2. That, the Apartment hereby sold and transferred is free from all encumbrances, lispensens, charges, liens and attachment, whatsoever and the Vendors have not done anything, whereby the said property or rights there to may in any manner be charged.
3. That, the Vendors have agreed to keep harmless and indemnified the purchaser from all losses, expenses and costs incurred or suffered by any act or omission of the Vendors affecting in any manner, the property or title hereby conveyed and warranted.
4. That, the Vendors further agree that they at the request of the purchaser shall do or cause to be done anything necessary or reasonable for the purpose of more fully assuring, selling, transferring or giving full and complete effect to the true meaning and intent of these presents.
5. That, it is hereby agreed and declared that the Purchaser shall pay all taxes and the charges including, house and water taxes and property tax and such other imposition or taxes which are payable or may hereafter be imposed or levied on the property so purchased.

6. That, the Vendors have put the Purchaser in possession of the Apartment hereby sold and transferred.
7. That, the Purchaser shall not occupy, interfere or keep any article etc. in the common space, entrance, staircase etc. of the building or complex.
8. That, the Purchaser shall not do or suffer anything to be done in or about the said unit which may cause or tend to cause any damage to any flooring or ceiling of the unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and rights and enjoyment whereof or of any open spaces, passages or amenities available for common use.
9. That, the Purchaser shall not, at any time, demolish or cause to be demolished the said unit or any part or internal walls thereof.
10. That, the Purchaser shall not close or permit the closing of Verandah or lounge or balconies and common portion and shall also not alter or permit any alteration in the elevation or reduce the-thickness of external wall or both the faces of external doors and windows of the building.
11. That, the Purchaser shall not make structural alteration addition etc. in the Apartment or the building.
12. That, the Purchaser shall keep the building wall and partition wall drains, pipes and other fittings and fixtures and appurtenances thereto belonging in good working condition and in good tenable repair condition and particular so as to support shelter and protect the parts of the building/ other than the Apartment of the Purchaser.
13. That, the Purchaser shall become compulsorily a member of the Chandra Anandam maintenance society proposed to be formed for the purposes of maintenance and welfare of the colony and shall pay regularly charges as and when fixed by the said society and a compulsory one time life membership fee to the society vide receipt No. .... Dated .....
14. That, the Purchaser shall have no right to transfer the share interest in the land without or independent to the transfer-or ownership in the Apartment. However the purchaser shall have absolute right to transfer the Apartment as it is being sold to him.
15. The Purchaser will be entitled to get their name mutated in the Nagar Nigam records on the basis of this conveyance deed.

16. The Purchaser shall have no claim, save and except in respect of the said Apartment, even after the same is transferred through registered sale deed, hereby allotted to the Purchaser over any open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces et cetera.. The maintenance society shall be entitled to specifically designate such open spaces, parking spaces. terraces, recreation spaces. hoardings space. canopies, etc. i.e. part of common facilities detailed in schedule-D on such terms as may be decided by the said society for which the Purchaser hereby grants and is always deemed to have granted the consent.
17. The Purchaser except easement right of passage, shall have no right in nature of title over the internal road as shown in approved map at Southern Boundary and in between the blocks A and block B of Chandra Anandam Project and shall not interfere or obstruct the easementary right of passage a through fare for egress & ingress to Plot No.31, 33, 34 & 35 and of occupants.
18. That, all the costs and other expenses including stamp duty for the purpose of execution and registration of this document shall be borne exclusively by the purchaser.

#### **SCHEDULE : A**

All open land i.e. settlement Plot No. 13 area ..... sq. rnt. Plot No. 17 area. .... sq.mt. Plot No. 18 area ..... sq.mt, Plot No. 19 area .....sq.mt. at Village Sehmalpur, Pargana Athagava, Tahsil Pindra and District Varanasi butted and bounded by following boundary.

#### **BOUNDARY:**

EAST : Land of Village Khajuri

WEST : Part Land of Plot No. 13 T/A Vill. Jamalapur & Road

NORTH : Chakroad T/A Plot No. 10

SOUTH : Road

#### **SCHEDULE : B**

##### **Part-I**

Apartment No..... (.....) covered area ..... Sq.mt. along with impartible share interest in the land as detailed in Part-II of this schedule of the complex Chandra Anandam, Vill. Sehmalpur, Pargana Athagava, Tehsil Pindra, Distt. Varanasi, butted and bounded with following boundary.

**BOUNDARY:**

EAST : Open Land T/A Other Block  
WEST : Colony Road  
NORTH : Open Land T/A Chack Road  
SOUTH : Open Land T/A Other Land

**Part-II**

All that undivided impartible ..... share of the total land i.e. ....Sq.mt. approx. i.e. .... sq.mt. and all other common rights, enjoyment facilities and liabilities.

**SCHEDULE : C**

Designated Parking Lot No.....

**SCHEDULE OF PAYMENT :**

Date	Cheque/DD/Cash	Bank	Amount

**NOTE :**

1. The parties to this deed are Indian Citizen.
2. The parties did not enter into anywritten agreement for this conveyance.
3. That, the residential building consisting Apartment being transferred is ground plus **Three** additional floors. It has no shop or commercial unit.

4. The parties did not enter into any written agreement to sell for the alienation of Apartment aforesaid.

5. Computation of impartible share interest in land :

**Pro-rata Impartible Share Interest in the land:**

Total Land Area = ..... sq.mt.  
Total Covered area at complex = ..... sq.mt.  
Covered Area of the Apartment = ..... sq.mt.  
Impartible Share interest in land = .....  
----- = ..... sq.mt.  
19555.06

Computation of Deed Value :-

Covered area .....X ..... = Rs. ....  
Land area ..... X ..... = Rs. ....  
Total = Rs. ....

For additional facilities (+ 20%) = Rs. ....  
Total = Rs. ....

**i.e. = Rs. .... - Rounded**

**SCHEDULE : D**

**(COMMON AREAS AND COMMON FACILITIES)**

**"Common areas and facilities" means—**

- (i) The land on which the building is located and all easements, rights and appurtenances belonging to the land and the building;
- (ii) The foundations, columns, girders, beams, supports, main walls, corridors, lobbies, stairs, stairways, fire-escapes and entrances and exits of the building;
- (iii) The premises for the lodging of janitors or persons employed for the management of the property;
- (iv) Installations of central services, such as, power, light, gas, water, incinerating and sewerage;
- (v) Such other community and commercial facilities as may be specified in the bye laws; and
- (vi) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

**LIMITED OR RESTRICTED COMMON AREAS:**

1. Partition walls between the two Apartments shall be limited common property of the said two Apartments.
2. Terraces adjacent to the specific Apartment being its part shall exclusively belong to such respective Apartments only.

IN WITNESS WHEREAS the parties have put their signatures on the day and year mentioned above.

**WITNESSES:**

1.

2.

VENDOR,  
CHANDRA TOWERS PVT. LTD.

Director

PURCHASER

( )

Drafted By : Tripurari Shankar  
Advocate