

SALE DEED (OPEN LAND)

1- Nature of Land : Residential
2- Ward /Pargana : Dehat Amanat
3- Mohalla/Mauza : Kesharipur
4- Detail of Property : Arazi No. 626 area sq.ft. i.e. sq.mtr.
5- Unit of measurement : Sq. Meter.
6- Land Area of Property : sq.ft. i.e. sq.mtr.
7- Position of Road : Colony Road
8- Other Details : N. A.
9- Type of Property : Residential Open Land
10- Total area of property : ————— sq.meter
11- Total Covered : N.A.
Area of property
12- Position : Finished
13- Valuation of Tree : N.A.
5- Boring/Well/Others : N. A.
15- Covered Area : N.A.
16- Year of Construction : N.A.
17- In case of Membership : N.A.
of Govt. Society
18- Sale Consideration :
19- Govt. Value :
20- Stamp Duty :

Boundaries :-

East: :
West :
North :
South :

Number of Sellers - 2 Number of Purchaser (s) – ---
This **INDENTURE OF SALE** is made on this the 0---th day of ———, 2025 between

D.M.S. ASSOCIATES (PAN—————) situated at K. 63/114, Bhoot Bhairav Nakhas, Gola Dinanath, Varanasi through its Partners Sanjay Kumar Keshari S/o Amarnath Keshari R/o K. 64/50, Gola Deenanath, City Varanasi (Mobile—————) and Naveen Kumar S/o Surendra Prasad Baranwal R/o Sa. 3/184M-11, Bajrang Nagar Colony, Daulatpur, Varanasi (Mobile—————), hereinafter called the VENDORSS, (which expression unless repugnant to the context shall include their heirs, successors, legal representatives, executors and assigns) **First Party/Vendors.**

IN FAVOUR OF

Mr./Mrs.—————

——S/o W/o —————R/o —————PAN—————
——Mobile—————hereinafter called the VENDEES/PURCHASERS (which expression unless repugnant to context shall include their heirs, successors, legal representatives, executors and assigns)
Second Party / Vendee.

IN RESPECT OF

All that residential Immovable property bearing Arazi No. 626. measuring sq.ft. i.e. sq.mtr. , situated at Mauza Kesharipur, Pargana Dehat Amanat, Tehsil Sadar and Distt Varanasi (morefully detailed & described in Schedule “B” in this deed.

WHEREAS the first party is the owner of Arazi No. 626 total area 375 Aer i.e. 40800 sq ft i.e. 3791.82 sq meter situated at Mauza Kesharipur, Pargana Dehat Amanat, Tehsil Sadar and Distt Varanasi. The first party has purchased the aforesaid property through registered sale deed dated 28-07-2017 from

its previous owner M/s Highlight Vicnom Pvt Ltd through its Director Aishwarya Kumar Verma S/o Sri Shailendra Kumar which is registered in office of Sub Registrar-II, Varanasi for the area 40800 sq ft vide Book No. 1, Volume No. 9056 from pages 299/326 document No. 3387 dated 28-07-2017. After purchasing the said property the first party land owners got the approval letter/ sanctioned letter no. : Plotted development/02608/VDA/LD/23-24/0427/29082023 dated 30-04-2024 which is valid up to 29-04-2029.

AND WHEREAS the Vendors decided to develop the above mentioned land and for its development got a plan approved by the Varanasi Development Authority, Varanasi vide its Sanction Letter No. VDA/LD/23-24/0427 dated 30-04-2024.

AND WHEREAS VENDORS is in exclusive possession with absolute right, title and interest of the above said property and the same is free from all encumbrances, debts, lien, charges and in good marketable conditions and having exclusive title and absolute authority to transfer the said land.

AND WHEREAS as such the VENDORS, above named absolutely owned, seized and possessed and/or otherwise well and sufficiently entitled to alienate all that Immovable property bearing Arazi no. 626 having land area of _____ sq. meter i.e. equal to _____sq.ft. situated at Mauza Kesharipur, Pargana Dehat Amanat, Tehsil Sadar, Distt. Varanasi, morefully detailed & described in Schedule "B" hereunder and marked with the red hatched line in the plan annexed).

AND WHEREAS Vendee approached the VENDORS to purchase the said property and offered to purchase said property, (morefully detailed and described in the Schedule "B" hereunder and also delineated with red hatched line in the map annexed hereto) for which VENDORS demanded a total consideration of Rs. _____/- (Rupees _____ only) and the Vendee accepted the said offer of VENDORS to purchase the above said property for Rs. _____/- (Rupees _____ only).

NOW THEREFORE, the Vendors and the Vendee/Vendees hereby execute this Indenture of Sale with their free will, in state of sound mind, without undue influence & coercion & bind themselves with the following:-

1. That the Vendors has received the entire sale consideration of Rs. _____/- (Rupees _____ only) and acknowledges the same to receive the sale consideration through RTGS and Demand Draft whose description is written in the 'Memo of Consideration'. from the Vendee/PURCHASERS. Now no part of sale consideration is due to the Vendors from the Vendee/PURCHASERS.
2. That the Vendors doth hereby transfer, sale, assign, convey scheduled property together with all rights, title, easement and interests of the VENDORS therein or connected therewith, to the Vendee, absolutely and now it shall be lawful for the Vendee to have and to hold the same and to enjoy with all the legal rights, title and interest and also to enjoy the same as the absolute owner with all the benefits user and with all proprietary and easementry rights.
3. That the Vendors doth hereby further declare and agree to keep the Vendee harmless and indemnify from and against all the losses, damages, cost or expense which they may sustain or incur due to defect in title of the Vendors or in respect of any arrears of rent, land revenue or Corporation or any Government taxes due thereof, and the Vendors do hereby also declare that the property hereby sold is free from all charges, encumbrances, schemes, liens, attachments, litigation and all dispute of title, claim, or dispute otherwise whatsoever or whereby the Vendors is prevented form conveying or assigning the said property or any part thereof in the manner herein appearing by virtue of this deed. In case the assurances and declaration made above are discovered to be false or incorrect due to which the Vendee are caused to pay any claim or damages or due to which the property or any part thereof passes out of possession of the Vendee, then the Vendors shall remain liable to return the whole of the sale consideration with losses and damages to the Vendee.
4. That the Vendors hereby deliver actual physical possession of the property hereby transferred to the Vendee and now the Vendee have every right to get their names mutated over the said property in Nagar Nigam records as well as Revenue Record and other Govt. records as owners in possession.

5. That the property hereby sold is free from all shorts of encumbrances, lien and charges and not acquired by in process of acquisition by any law in force or under dispute in ceiling.
6. That Vendors shall not do or cause to do any act by which the Vendee may be prevented to use the property hereby sold.
7. That Vendors have paid, till date all the dues related to the said property and in future if any arrear is found due over the property, hereby sold, the Vendors shall be liable to pay such amount.
8. That the Vendee will pay all society charges in time to time to the society.
9. That the Vendors have agreed to keep harmless and indemnified the Vendee/PURCHASERS from all losses, expenses and cost incurred or suffered by any act or omission of the Vendors affecting in any manner the property or title hereby conveyed and warranted.
10. That it is hereby agreed and declared that the Vendee/PURCHASERS shall pay all taxes and charges including house and water taxes, property at/and such other imposition of taxes which are payable or may hereafter be imposed or levied on the property by appropriate authority after executing this sale deed.
11. That the Vendee/PURCHASERS will be entitled to get his/her/their names mutated in Revenue Records as well as in Nagar Nigam, Varanasi records on the basis of this conveyance deed/Sale Deed.
12. 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 Vendee/Purchasers.
13. That the property hereby transferred is purely residential and Vendee/PURCHASERS are purchasing it for residential purposes only.
14. That the land use of the Gata number of the property related to this deed is not proposed as park, open space, green belt, sports ground and road in the master plan and the second party agrees that in case of construction against the above land use, the second party will be responsible for all legal proceedings including demolition.
15. That the Vendor is not the member of S.C. & S.T. category and referred property is residential and open land and purchased for residence only and parties are Indian Citizen.
16. That the property is not situated on any identified route determined by the District Magistrate and is not attached to any commercial area.
17. That there is no agreement to sale executed between the parties regarding aforesaid property.
18. That all expenses for stamps, registration and other legal expenses has been borne by the Purchaser.

SCHEDULE "A"

DETAILS OF PROPERTY

All piece & parcel of land bearing Arazi No. 626 measuring 0.375 Hect or 375 Aer or 40800 sq ft i.e. 3791.82 sq meter situated at Mauza Kesharipur, Pargana Dehat Amanat, Tehsil Sadar and Distt Varanasi, butted and bounded as under :-

East : Kachcha way 25 ft wide
 West : Land of Dwarika Nath and others
 North : Land of Ramraj and others.
 South : Land of Vaishali Real Estate.

SCHEDULE "B"

DETAILS OF PROPERTY HEREBY SOLD

All that Immovable property bearing Arazi no. 626 having land area of ——— sq. meter i.e. equal to ——— sq.ft. situated at Mauza Kesharipur, Pargana Dehat Amanat, Tehsil Sadar, Distt. Varanasi, shown by the red hatched line in the map attached hereto, butted and bounded as :-

East: :
 West :
 North :

South :

Memo of consideration

Si. No.	Pay order No.	Date	Amount (Rs.)	Bank
	TDS Challan No.-----			

Total Amount Rs. _____/- (Rupees _____only)

Note : - The land area of the property hereby sold is sq. mtr. the valuation of land area has been computed @ Rs./- per sq.mtr., which comes to Rs./- i.e. Rs./-. Hence the stamp duty of Rs./- is being paid as per government order.

IN WITNESS WHEREOF the VENDORS AND the Purchasers have executed this Indenture of Sale this the day and month of the year above written of their free will and accord without any undue influence & coercion after fully understanding the meaning of the same.

WITNESSES :

1. Name :

Father's Name :

Address :

Mobile No. :

Signature :

2. Name :

Father's Name :

Address :

Mobile No.

Signature :

Drafted by :

Advocate,

Mobile No.

Typed by :

K.K. Computer

Collectrate Compound, Varanasi.