

REQUIRED DETAILS OF UNDER CIRUCULAR

- | | | | |
|----|-------------------------|---|---|
| 1. | Nature of Instrument | : | Sale |
| 2. | Mohalla & Ward | : | Habibpura,Chetganj
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 302 |

5. Details of Property being Transferred : Apartment No. (....)
covered areaSq.Mt.
along with impartible share
interest in the land detailed in
Part-II of schedule-B of the
complex Annapurna Grandeur
Vidyapith Road Village
Habibpura, Pargana Dehat
Amanat, Tahsil and 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 : Lobby & Common Stair Case thereafter Apartment No.

WEST : Open area Thereafter

NORTH : Open Setback & Colony Road on Ground Floor

SOUTH : Apartment No.

- | | | | |
|-----|---------------------|---|---------|
| 17. | Number of Vendor | : | 2 (Two) |
| 18. | Number of Purchaser | : | |

VENDOR

PURCHASER

1.PRABHAT KUMAR DHANDHANIA
son of Late Shri Atma Ram
Dhandhanian

1.

2. SMT. UMA DEVI DHANDHANIA
wife of Late Sri Atma Ram
Dhandhanian through Shri Prabhat
Kumar Dhandhanian son of Late Shri
Atma Ram Dhandhanian her attorney
registered as BNG(U) SHR
199/2016-17 Book No.IV Page No.1
to 7 dated 22.07.2016 in the office of
Sub-Registrar Bangalore at present
residents of Flat No.C-208, Cypress Block,
Prestige St. Johns Wood, Tavarakere Main
Road, Opp. Forum Mall, Koramangala,
Bangalore. **Constituents of A.O.P. Shree
Annapurna Homes under Articles of
Associations dated 08.10.2012.**

CONFIRMING PARTY

Rishabh Chandra Jain son of Late Shri
Kailash Chandra Jain resident of D-64/52 G-4
Madhopur, Shivpurwa, Varanasi -221010.

SALE DEED

THIS INDENTURE OF SALE made on this 20th day of March 2017 by **SHRI PRABHAT KUMAR DHANDHANIA** son of Late Shri Atma Ram Dhandhania AND **SMT. UMA DEVI DHANDHANIA** wife of Late Sri Atma Ram Dhandhania residents of Annapurna Mills Premises, Vidyapith Road, Varanasi through her attorney Shri Prabhat Kumar Dhandhania son of Late Shri Atma Ram Dhandhania Power of Attorney registered as BNG(U) SHR 199/2016-17 Book No.IV Page No.1 to 7 dated 22.07.2016 in the office of Sub-Registrar Bangalore, residents of C-32/9 Annapurna Mills Premises, Vidyapith Road, Varanasi at present residents of Flat No.C-208, Cypress Block, Prestige St. Johns Wood, Tavarakere Main Road, Opp. Forum Mall, Koramangala, Bangalore, **Constituents of A.O.P. Shree Annapurna Homes, under Articles of Associations dated 08.10.2012** hereinafter called the **Owner** (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 AND **Rishabh Chandra Jain** son of Late Shri Kailash Chandra Jain resident of D-64/52, G-4 Madhopur, Shivpurwa, Varanasi-221010 (which expression unless repugnant to the context shall always include his heirs, executors, administrators, successors in interest, legal representatives and assign) hereinafter referred as **Confirming Party**.

WHEREAS land detailed in schedule 'A' of this deed was part of ancestral acquisition of larger HUF of the First Party. The said plot interalia were placed in the share and lot of the father of the First Party along with First Party and Anoop Kumar Dhandhanania under the oral family arrangement made on Shardiya Saptami of 1977 Memo of which was executed on 18.04.1994.

AND WHEREAS later on heirs and legal representatives of Late Shri Atma Ram Dhandhanian, i.e. Smt. Uma Devi Dhandhanian w/o Late Shri Atma Ram Dhandhanian, Prabhat Kumar Dhandhanian and Anoop Kumar Dhandhanian sons of Late Shri Atma Ram Dhandhanian entered into oral family arrangement memo of which was executed on 11.05.2007 and the plots detailed in schedule of this deed along with other plots were placed in share and lot of the Vendors. Thus they were coming down in exclusive possession thereof.

AND WHEREAS Shri Rishabh Chandra Jain has purchased share interest of ARC BUILDERS AND DEVELOPER PVT. LTD. and Smt. Rajmani Devi under two registered sale deed dated 21.12.2012 registered as document no. 3177, book no. 1. vol. no. 2137, page no. 387/424 AND document no, 3178. book no. 1, vol. no. 2138. page no. 1126 respectively in the office of Sub.-Registrar, Varanasi in S.M.Plot No.36, village Habibpura, Pargana Dehat Amanat, Tahsil and District Varanasi so as to own 4831 sq.ft. approx. in thereof.

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 EWS/LIG flats/apartment as well, Shri Rishabh Chandra Jain with area 136.054 sq.mt. plot No.36, Smt.Rajmani Devi an area 13.01 sq.mt. Plot No.36(part) and ARC Builders and Developers Pvt.Ltd an area 299.814 sq.mt. plot No.36(part) i.e. in totality offered 448.907 sq.mt. of S.M.Plot No.36, Village Habibpura, Pargana Dehat Amanat, Tahsil and District Varanasi land to be utilize of conjointly under the agreement dated 21.12.2012, to fulfill the said requirement thereupon the sub division and building plan thereof was approved by the Varanasi Development Authority vide File No.43/11Group Housing/Vinyas along with EWS/LIG order dated 01.05.2012 passed by Nagar Abhiyanta, VDA.

AND WHEREAS since the said Group Housing on the said land under the building bylaws require E.W.S./ L.I.G Apartments to be raised in certain percentage which require additional land so clipped and tied up with said project and Rishabh Chandra Jain has since contributed such land to fulfill the said requirement of the project therefore is joining the this sale deed as confirming party just to confirm the said fact without participating in sale consideration.

AND WHEREAS Since Block C of the said project is now complete by all means i.e. along with its common facility.

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 Shree Annapurna Grandeur Vidyapith Road Village Habibpura, pargana Dehat Amanat, Tahsil and Distt. Varanasi and exclusive to use the Parking Lot No.C-36 (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, lispens, 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 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 tenantable 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 Shree Annapurna Grandeur 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.
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 the 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 easementary 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 the Shree Annapurna Grandeur 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. 34 area 850.28 sq. mt. Plot No. 35/2 area. 4075.00 sq.mt. Plot No. 36 area 274.81 sq.mt, Plot No.49 area 1030.02 sq.mt. and Pot No. 50 area 1290.15 sq.mt. at Village Habibpura, Pargana Dehat Amanat, Tahsil and District Varanasi butted and bounded by following boundary.

BOUNDARY:

North : Open Setback
South : Common Passage
West : Open Land of others
East : Main Road Sigra to Railway Station

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 Shree Annapurna Grandeur Vidyapith Road Village Habibpura, pargana Dehat Amanat, Tahsil and Distt. Varanasi, butted and bounded with following boundary.

BOUNDARY:

EAST : Lobby & Common Stair Case thereafter Apartment No.....
WEST : Open area Thereafter
NORTH : Open Setback & Colony Road on Ground Floor
SOUTH : Apartment No.

With exclusive right to use the Designated Parking Lot No.C- ... (.....) detailed in Schedule-C:

Part-II

All that undivided impartible share of the total land i.e. 7174.41 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 any written agreement for this conveyance.
3. That, the residential building consisting Apartment being transferred is ground plus eleven 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. That, Smt. Uma Devi Dhandhanian & Shri Prabhat Kumar Dhandhanian have executed power of attorney. Registered document no. 159 Book No. 4 Vol 28 page 221/228 on 14.08.2006 in office of sub registrar Varanasi. Authorising Sri Kripa Nath Mishra S/o Late Balli Ram Mishra to present the deed for registration.
6. Computation of impartible share interest in land :

Pro-rata Impartible Share Interest in the land:

Total Land Area	=	7174.41 sq.mt.
Total Covered area at complex	=	19555.06 sq.mt.
Covered Area of the Apartment	=	 sq.mt.
Impartible Share interest in land	=	7174.41 X
	-----	= sq.mt.
	19555.06	

Computation of Deed Value :-

Covered areaX = 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, hot and cold water, heating, refrigeration, air conditioning, incinerating and sewerage;

- (v) the elevators, tanks, pumps, motors, fans, cable pipe line (TV, gas, electricity etc.) rain water harvesting system, compressors, ducts and in general all apparatus and installations existing for common use;
- (vi) such other community and commercial facilities as may be specified in the bye-laws; and
- (vii) 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.
3. Provided that parking spaces under basement, stilts of the building and parking spaces in open land are not common area and shall not be deemed to common area, such parking lot has been designated to specific purchaser by the Owner as per their discretion for exclusive car/two wheeler. Parking is with prohibition of any construction thereon such parking lot cannot be used for any other purpose.

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

WITNESSES:

1.

2.

VENDOR,

(PRABHAT KUMAR DHANDHANIA)
For self and Attorney of
Smt. Uma Devi Dhandhania
Constituents of A.O.P. Shree Annapurna Homes

PURCHASER

(.....)

CONFIRMING PARTY

(RISHABH CHANDRA JAIN)

Drafted By : Tripurari Shankar
Advocate

Annapurna Grandeur/Deepika Pandey -Saledeed.docx