

5472 Not

District

INDIA NON JUDICIAL

Government of Uttar Pradesh



IN-UP26927907693348V



e-Stamp



6734

Certificate No.  
 Certificate Issued Date  
 Account Reference  
 Unique Doc. Reference  
 Purchased by  
 Description of Document  
 Property Description  
 Consideration Price (Rs.)  
 First Party  
 Second Party  
 Stamp Duty Paid By  
 Stamp Duty Amount(Rs.)

IN-UP26927907693348V  
 27-Sep-2023 04:18 PM  
 SHCIL (FI)/ upshcil01/ VARANASI1/ UP-VNS  
 SUBIN-UPUPSHCIL0149066972408810V  
 DIWAN FAHAD KHAN AND ISHRAT PARVEEN FARUQUI  
 Article 23 Conveyance  
 FLAT NO. 308, 3rd FLOOR, TOWER-E, VARUNA GARDENS, MAUZA-  
 SECROLE, WARD-SECROLE, VARANASI  
 VINAYAK NIRMAN PVT LTD  
 DIWAN FAHAD KHAN AND ISHRAT PARVEEN FARUQUI  
 DIWAN FAHAD KHAN AND ISHRAT PARVEEN FARUQUI  
 3,15,000  
 (Three Lakh Fifteen Thousand only)

LOCKED, BY

22.11.23

Handwritten signature/initials



Please write or type below this line

For-Vinayak Nirman Pvt. Ltd.  
**Manish Kumar Singh**  
 Authorised Signatory



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RID 0008285407

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Statutory Authority: The Government of Uttar Pradesh, Department of Revenue, Lucknow.  
 This e-Stamp is valid only if it is verified on the website www.e-stamp.gov.in or using the e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any other mode of verification is not valid.  
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1672 Not

District



Manish Kumar Singh



SALE DEED

- |   |  |
|---|--|
| 1. Nature of Deed                             | : Sale Deed  |
| 2. Nature of Land                             | : Residential  |
| 3. Ward / Village                             | : Secrole  |
| 4. Description of Property                    | : Residential Apartment bearing Flat No.306 on 3 <sup>rd</sup> Floor in Tower-E along with one open Car parking in Varuna Gardens built over plot of land registered in the name of Vinayak Nirman Pvt. Ltd bearing S. M. Plot no. 841/ 3 & 841/4 situated at Mauza-Secrole, Ward-Secrole, Varanasi respectively bearing premises no. S. 2/ 663-S-1-3 and S. 2/636-S-1 |
| 5. Measurement Unit                           | : Sq. Meters   |
| 6. Area of proportionate land underneath Road | : 12.19 Sq. Meters   |
| 7. Type of property                           | : on notified road   |
| 8. Other description                          | : Residential Apartment Residential Apartment in a multistoried building complex.  |

For-Vinayak Nirman Pvt. Ltd.  
Manish Kumar Singh  
Authorised Signatory



S. P. Singh  
Chief Executive

District

9. Covered Area : 114.87 Sq. mtr. (1236 Sq. feet) Built up area.  
10 Structure : G+11 storied RCC framed structure  
11 Trees : X  
12 Boring etc. : X  
13 Year of construction : 2011  
14 Whether a housing society : No  
15 Valuation : Rs. 41,78,000/-  
16 Sale Consideration : Rs. 45,00,000/  
17 Whether woman : Man & Woman  
18 Stamp payable : Rs. 3,15,000/

This Deed of Sale executed at Varanasi this 29<sup>th</sup> day of September 2023

BETWEEN

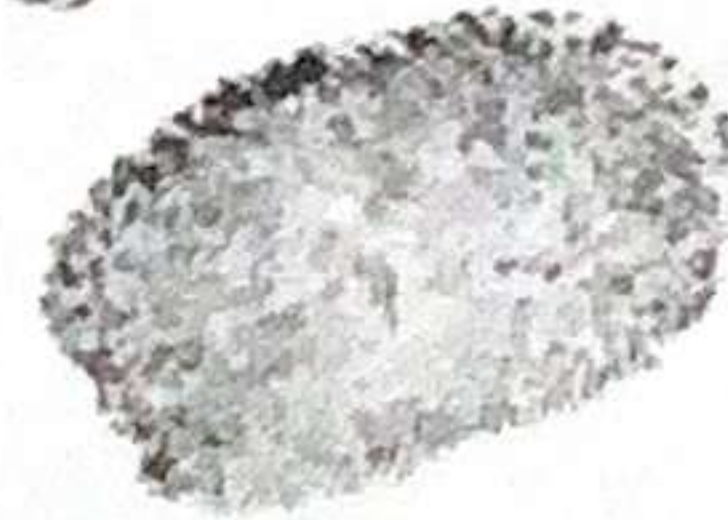
M/s. VINAYAK NIRMAN PVT. LTD., a company incorporated under the Companies Act, 1956, having its Registered office at CK. 23/23, Vijay Rama n Katra, 4<sup>th</sup> Floor, Rani Kuan, Chowk, Varanasi, through its authorised signatory Manish Kumar Singh S/o Late Chandrama Prasad Singh resident of H.No Shi29/55, Bimla Sadan Mehta Nagar Sheopur Varanasi, hereinafter referred to as the "VENDOR", which term unless repugnant to the context shall include its legal representatives, executors, administrators and assigns of the FIRST PART.(Pan No-AACCV 1456A & Mobile No-7985554543)

DIWAN FAHAD KHAN S/o Shri Diwan Nurul Hoda Khan (PanNo-BOFPK4976P & Mobile No-988989 5147) R/o Ward No-2 Sarewa Kaimur (Bhabua) Bihar- 821101 & Mrs ISHRAT PARVEEN FARUQUI D/o Shri Mohd Zakariya Faruqui(Pan No-ABWPF4808N & Mobile No-8707054171)R/oS-58/416-C-21MakboolAlamRoad

For-Vinayak Nirman Pvt. Ltd.

Manish Kumar Singh

Authorised Signatory



Zepp Albstuf

Shri Faruqui



आवेदन सं०: 202300996041396

विक्रय पत्र

वही सं०: 1

रजिस्ट्रेशन सं०: 6734

वर्ष: 2023

प्रतिफल- 4500000 स्टाम्प शुल्क- 315000 बाजारी मूल्य - 4178000 पंजीकरण शुल्क - 45000 प्रतिलिपिकरण शुल्क - 120 योग: 45120

श्री दीवान फहद खान,  
पुत्र श्री दीवान नुरूल होदा  
व्यवसाय: नौकरी  
निवासी: वार्ड नं० 2 सरेवा कैमूर बिहार



ने यह लेखपत्र इस कार्यालय में दिनांक 29/09/2023 एवं 10:49:14 AM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रेनू सनेही प्रभारी  
उप निबंधक: सदर तृतीय  
वाराणसी

29/09/2023

अमित कुमार सिंह  
निबंधक लिपिक  
29/09/2023

प्रिंट करें



Varanasi hereinafter referred to as 'the PURCHASERS which term unless shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors, heirs, legal representatives, administrators and assigns in law of the SECOND PART.

WHEREAS M/s. Vinayak Nirman Pvt. Ltd., the Vendor, is the absolute owner of the property bearing premises no. S. 2/663-S-1-3 and S. 2/636-S-1 (herein after referred as the said premises) of *Kar Vibhag, Nagar Nigam, Varanasi* being two adjoining pieces of land which was Purchased by the Vendor from Rai Ishwar Chand and Rai Sharad Chand bearing settlement plot no. 841/3 & 841/4 in Mauza- Secrole, Pargana Shivpur, District Varanasi and registered on 30.05.2005 in the office of Sub-Registrar, Varanasi in Book No. 1, Vol. No. 411, at pages 85/364, at no.1064 and Book No. 1, Vol. No. 411, at pages 365/580, at no. 1065 respectively.

AND WHEREAS the Vendor got a development plan prepared for the said premises for construction of a multi storied building complex, comprising among others, of six towers, each tower having ground floor plus 11 floors and that the said development plan was approved *vide* letter no. 36 dated 03<sup>rd</sup> of May 2006 *Varanasi Vikas Kshetra, Anumati Patra of Varanasi Vikas Pradhikaran* and thereafter, the development work has been taken in right earnest. The entire said building complex has been named by the Vendor as VARUNA GARDENS.

AND WHEREAS the purchasers hereinabove named after inspection and perusal of the various orders and permissions with full notice of the terms, conditions and provisions contained in documents mentioned hereinabove and otherwise satisfying themselves about the right and interest of the Vendor

For-Vinayak Nirman Pvt. Ltd.

Manish Kumar Singh  
Authorised Signatory

*Manish Kumar Singh*  
*Authorised Signatory*



*Seff A. H. ...*  
*...*



आवेदन सं०: 202300996041396

बही सं०: 1

रजिस्ट्रेशन सं०: 6734

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त विक्रेता: 1

श्री विनायक निर्माण प्रा० लि० के द्वारा मनीष कुमार सिंह, पुत्र श्री स्व० चन्द्रमा प्रसाद सिंह

निवासी: हिरागनपूर वाराणसी

व्यवसाय: नौकरी

क्रेता: 1



श्री दीवान फहद खान, पुत्र श्री दीवान नूरुल होदा

निवासी: वार्ड नं० 2 सरेवा कैमूर बिहार

व्यवसाय: नौकरी

क्रेता: 2



श्रीमती इसरत परवीन फारूकी, पत्नी श्री दीवान फहद खान

निवासी: वार्ड नं० 2 सरेवा कैमूर बिहार

व्यवसाय: नौकरी



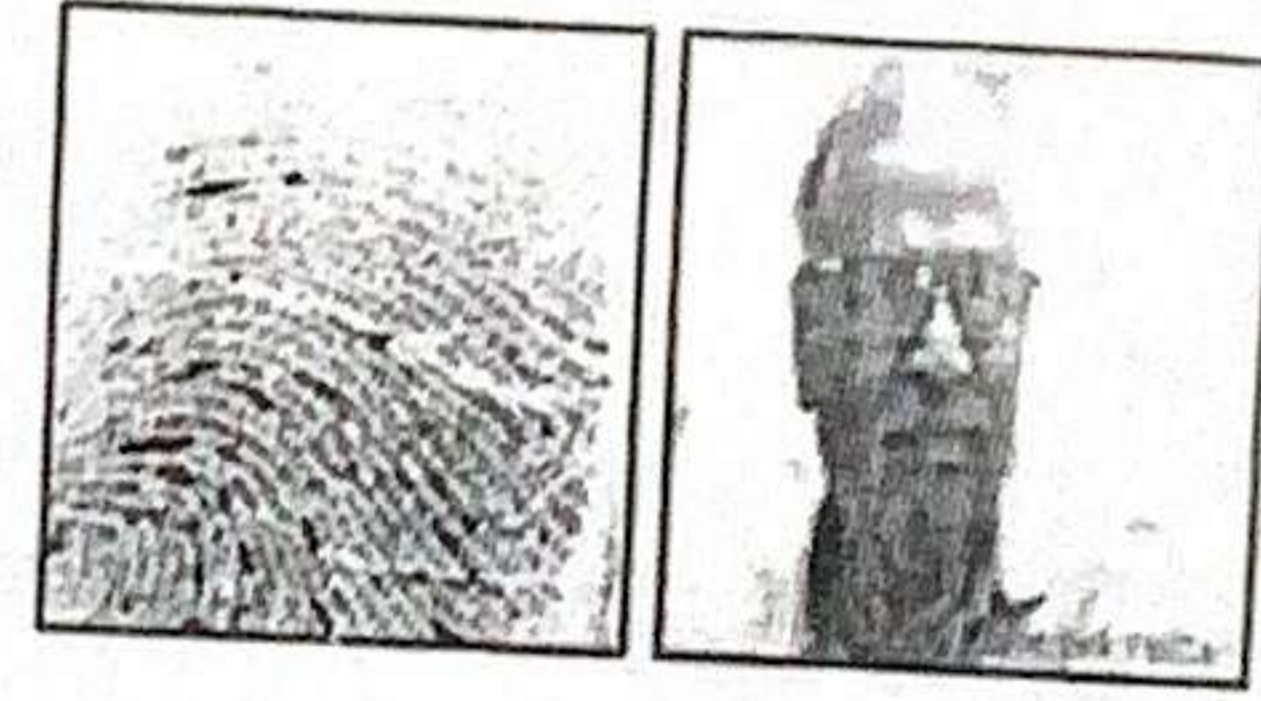
ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

श्री मोहम्मद जकारिया फारूकी, पुत्र श्री मो० जकारिया फारूकी

निवासी: सी-21 फ्रेंड्स कालोनी मकबूल आलम रोड वाराणसी

व्यवसाय: अन्य

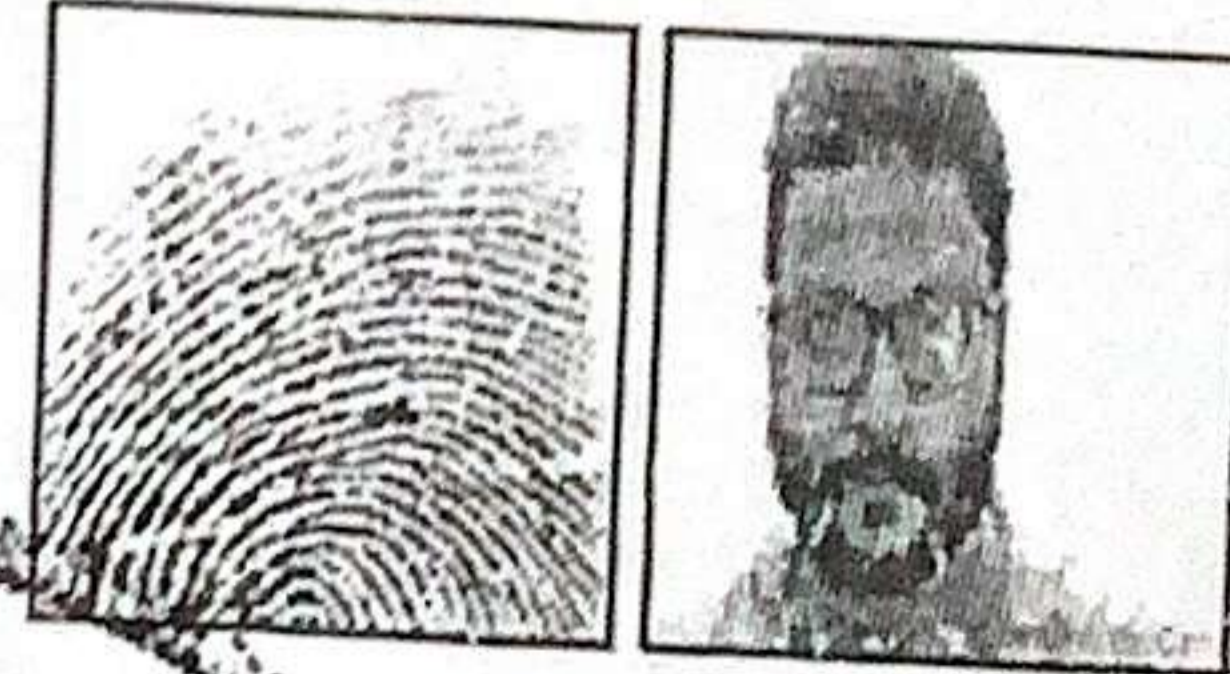
पहचानकर्ता: 2



श्री मोहम्मद रेहान फारूकी, पुत्र श्री अलीराजा

निवासी: सी-21 फ्रेंड्स कालोनी मकबूल आलम रोड वाराणसी

व्यवसाय: अन्य



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं। टिप्पणी:

निष्पादन अधिकारी के हस्ताक्षर

उप निबंधक: सदर तृतीय वाराणसी

29/09/2023

अमित कुमार सिंह  
निबंधक लिपिक वाराणसी  
29/09/2023

include round the clock regulated water supply, limited power back-up in the apartment and the common area, pucca approach road to the building and also within the complex, laid out garden, intercom system to each apartment, necessary fire fighting equipment and installations, provision of light in the common areas, lift with power back-up, provision for security of the complex.

- 4) That the Purchasers at the time of taking possession of the said apartment have inspected and otherwise satisfied themselves about the right and interest of the Vendor over Varuna Gardens and the quality and workmanship of the construction of the said apartment and Varuna Gardens and that the Purchasers agree and undertakes not to make any claim, objections, contentions of any deficiency against the Vendor regarding the Varuna Gardens or the said apartment or any part thereof or any item of work or in respect of anything connected with the same including quality of work, materials used, installations, additions or alterations, common facilities etc. and the same, if made, shall be treated and deemed to have been extinguished and waived.
- 5) That save and except in respect of the said property hereby acquired by the purchases and the right of the purchasers to use the common areas and common facilities along with other apartment holders, occupants and visitors, the purchasers shall have no claim, right, title or interest of any nature or kind whatsoever or in respect of all or any open or other spaces which shall remain the property of the Vendor. The purchasers shall not have parking right in any

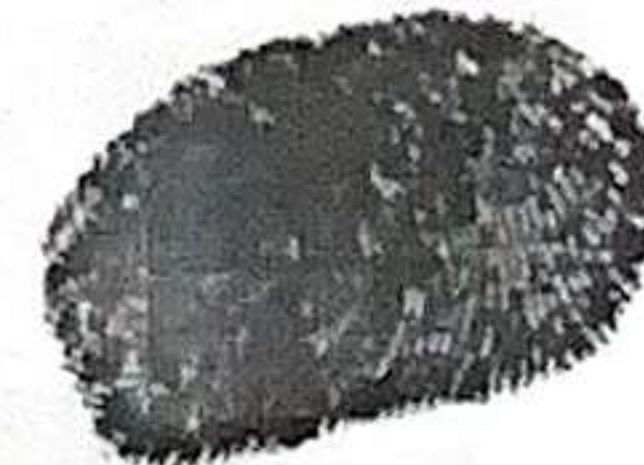
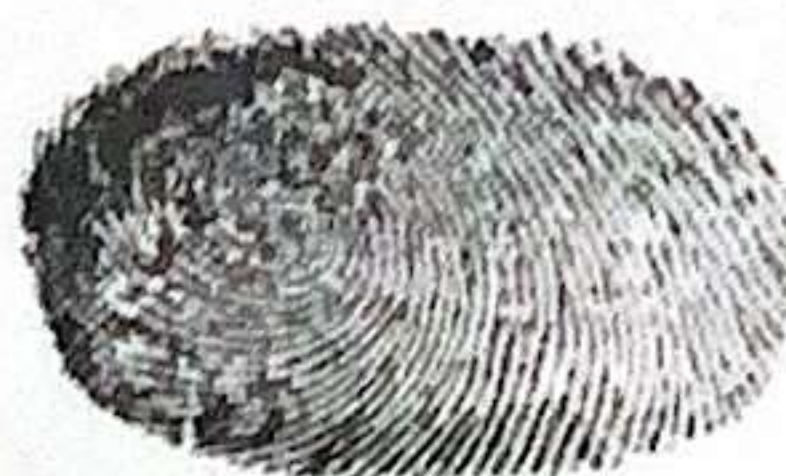
For-Vinayak Nirman Pvt. Ltd.

Manish KUMAR Singh

Authorised Signatory

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area except at the said car parking space allotted to the purchasers by the Vendor.

- 6) That the purchasers agree that the apartment owner of each Tower in Varuna Gardens may form separate society or company and an Apex Body which shall have power to ensure that there is co-ordination among each such society or company and that they function properly and Varuna Gardens as a whole is being properly maintained.
- 7) That the purchasers agree and bind themselves to pay, in advance, maintenance charges which shall include charges towards the maintenance of common area and common facilities, maintenance, up-gradation and replacement of equipment, installations etc. in respect of common area and common facilities. The said maintenance charges shall be paid by the purchasers on a monthly basis by 7<sup>th</sup> day of each calendar month to the said society or company. The maintenance charges shall be payable with effect from the 1<sup>st</sup> day of the month in which the possession of the apartment is taken. The maintenance charges shall be at such rate as may be proportionate to its built up area against the maintenance of common area and common facilities.
- 8) That the purchasers agrees and bind themselves to pay the maintenance charges to the said society or company and until such society or company is formed, to the Vendor an amount equivalent to 12 months of maintenance charges as interest free deposit and further agree to pay proportionate amount towards deposit/ security /any other charges as may be required to be collectively paid to any such authority like Jal Nigam, Vidyut Nigam, Nagar Nigam or any such

For-Vinayak Nigam

Manish Kumar Singh  
Authorised Signatory

(Seal)

Manish Kumar Singh



Self Attestation

Manish Kumar Singh



authority or body etc. The Vendor undertakes to transfer any amount, as may remain balance, to the said society or company on its formation.

9) That the purchasers agrees that the proportionate liability of each apartment holder towards maintenance charges including charges towards running of diesel generator for limited power back in the common area or in each apartment or for running or maintaining common facilities or for providing any security or for any deposit or tax payable to any authority as determined by a Chartered Accountant appointed by the said society or company shall be final and binding and that the purchasers further agrees that the account of expenses from maintenance charges as audited and certified by such Chartered Accountant shall be final and binding.

10) That the purchasers agree that so long as the said property including the said apartment and the said car parking space is not separately assessed for the Municipal and any other taxes, the purchasers shall pay proportionate share of the Municipal taxes, house tax, water tax or any other taxes assessed on the Varuna Gardens to the said society or company, on demand, within a period of 15 days. Such demand shall be made by way of issue of notice to the purchasers and the same shall be conclusive, final and binding upon the purchasers.

11) That in case of any delay or default in making the maintenance charges the purchasers agree to pay to the said society or company and until such society or company, in addition to the maintenance charges, interest @ 18% per annum on the maintenance charges from the date the

For-Vinayak Nirman Pvt  
Manish Kumar Singh  
Authorised Signatory

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maintenance charge becomes due and payable to the date of payment.

- 12) It is hereby agreed between the parties hereto that if the purchasers neglect, commit default or fail for any reason, whatsoever, to pay the maintenance charges by the respective due date to the said society or company, then all such dues shall be first charge on the apartment.
- 13) That the purchasers agree that all costs, charges and incidental expenses for execution of this sale deed and other writing or writings to be made in pursuance thereof including stamp duty, registration charges and legal charges including lawyer's fees thereof shall be borne by the purchasers alone.
- 14) That the purchasers have requested to the Vendor for not to recover VAT and/or purchase tax on the date of taking of possession of the said apartment or at the time of execution of this deed as the levy of such taxes on sale of apartment is disputed and challenged by third parties in different courts and final order in such disputes deciding the legality of the liability to pay such taxes is not yet passed and which the Vendor has agreed subject to purchasers agreeing to bear and pay the liability as may finally arise and the purchasers indemnifying the Vendor in the following manner:
- a. The purchasers have agreed that if due to any legal interpretation or amendment in the existing law or enactment of any law, any VAT and or purchase tax relating to construction and sale of the said apartment is levied or payable or recovered from the Vendor, then the same

For-Vinay Nirman Pvt. Ltd.

Monish Kumar Singh  
Authorised Signatory

C. K. S.

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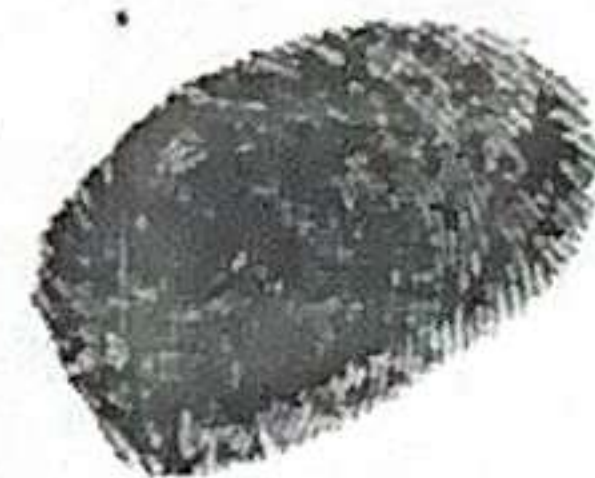
shall be borne and paid by the purchasers forthwith or within the time frame stipulated for such payment.

- b. The purchasers have agreed that in case any demand or notice is received by the Vendor from the competent authority in respect of payment of VAT or purchase tax for the said apartment then the same shall be borne and paid by the purchasers within the time frame stipulated for such payment without any demur or delay and the purchasers have agreed to indemnify the Vendor against all costs, charges, damages, interest, penalty and expenses of any nature the Vendor may incur or suffer on account of failure on the part of the purchasers to comply with the obligation to pay VAT or purchase tax .
- c. The purchasers hereby agree that if they neglect, commit default or fail for any reason, whatsoever, to pay any such tax or due and payable by the purchasers under the terms and condition of this deed all such tax and dues shall be first charge on the apartment.

- 15) That the purchasers hereby expressly agrees and declare that it has prior to the execution of this sale deed, satisfied themselves with the title of the Vendor over Varuna Gardens and that it shall not be entitled to investigate further the title of the Vendor and no requisition or objection whatsoever shall be raised or made in any matter relating thereto.
- 16) That since the said apartment is part of a multi storied building complex, for the benefit of all

For-Vin  
 Manish Kumar Singh  
 Authorised Signatory

Witnessed by *Jahangir Khan*



*Seff Akbar*  
*Onufyev*

the property holders, the purchasers hereby agrees and undertakes that they SHALL NOT:—

- i) Use the said apartment for any purpose other than for residential purposes.
- ii) Occupy, interfere, hinder or keep and store any goods, furniture etc. in the common areas;
- iii) Throw dirt, rubbish, rags or refuse or permit the same to be thrown or accumulated anywhere in the common areas except in the area or place earmarked for such waste;
- iv) Use the apartment for any illegal or immoral purpose or in any manner which may be a nuisance or annoyance or cause of such nuisance or annoyance to the occupiers of other apartments in the building complex.
- v) Do or permit to be done any act or thing which may render void or violable any insurance of any part of the said complex or cause any extra premium to be payable in respect thereof.
- vi) Store in the said apartment any goods of hazardous or combustible nature or which are so heavy as to affect the complex or structure of the complex.
- vii) Do or suffer anything to be done in or about the said apartment which may cause or tend to cause any damage to any floor, ceiling of the said apartment or any other portion over and below the said apartment or on the structure adjacent to the said apartment or in any manner interfere with the use and rights and enjoyment thereof or of the common area and common facilities;

For-Vinayak Nirman Pvt. Ltd.

*Manish Kumar Singh*  
Authorised Signatory



*(Seal)*

*Manish Kumar Singh*



*Manish Kumar Singh*  
*Manish Kumar Singh*

- viii) Close or permit the closing of veranda or lounges or balconies and common passage
- ix) Alter or permit any alteration in the colour scheme of the outside of the said apartment or exposed wall of the veranda, lounge or any external doors and windows of the complex, nor paste any bills, advertisements, posters, notices, cuttings etc.
- x) At any time demolish or cause to be demolished, divide or sub-divide the said apartment or any part thereof.
- xi) Make any structural alterations or any alteration in the said apartment leading to shifting of any wall, doors, windows, etc without the prior written consent of the said society or company except installation of fixtures fittings and lights without any consent from anyone and the purchasers further agree not to cause any damage to the building complex including other apartments and common area and common facilities in Varuna Gardens and pay damages, compensation, cost of restoration in case any damage is caused to the building complex including other apartments and common area and common facilities and/or to any person in the course of such installation of any fixtures, fittings, lights equipments, cables, etc. by the purchasers or their agents.
- xii) Use the said open Parking Space for any purpose other than for parking of their vehicle only and shall not transfer the said open parking space to any other person for parking of vehicle or for any other purposes.

For-Vinayak Nirman Pvt. Ltd.

Manish Kumar Singh  
Authorized Signatory



Self Attested

Chughra

xiii) Construct or raise any immovable or moveable structure in the said Parking Space.

xiv) Do, permit or commit contrary to any provision made by or under any statute or law for the time being in force or any regulation made by the said society or company or any other agency as may be appointed for the management and upkeep of Varuna Gardens

17) The purchasers hereby agree with the Vendor and undertake as follows:-

i) Maintain at their own cost the said apartment in good condition so as to preserve the reputation of Varuna Gardens and to abide by all laws, bye-laws, rules and regulations of the Government as well as the rules and bye-laws framed by the said society or company .

ii) To carry out, at their own expense, such repair or renovation work inside the said apartment as may be essential for the proper upkeep and maintenance of the said apartment keeping in view the high standard of the Varuna Gardens and that in default thereof, the said society or company shall, after giving a notice to the purchasers, be entitled to carry out such repair or renovations and to recover the costs, charges and expenses thereof from the purchasers hereinabove.

iii) Keep the common areas neat and clean and in proper condition and free from any obstructions.

For-Vinayak Nirman Pvt. Ltd.

Manish Kumar Singh  
Authorised Signatory



Seff Hussain  
J. Hussain

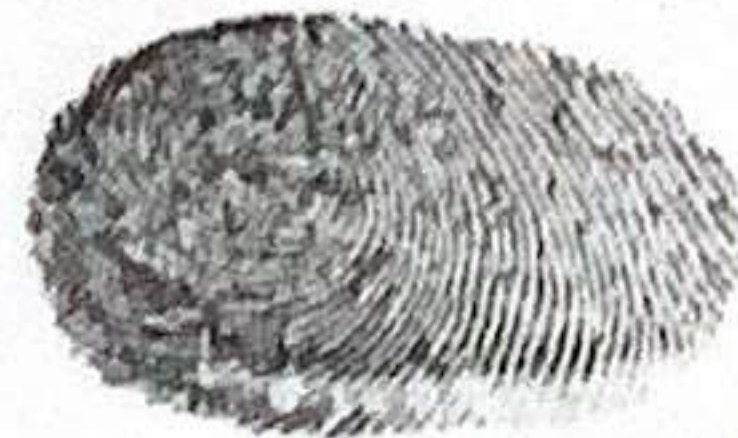


- iv) Keep the building walls and partition walls and other fittings and fixtures and appurtenances thereto in good working condition and in good tenantable repair and condition and in particular the support structure and protect the building complex as a whole.
- v) Permit the representatives of the said society or company and until such society or company is formed, representative of the Vendor and its surveyors and agents with or without workmen at all reasonable times to enter into the said apartment and to examine the state and condition thereof.
- vi) Permit at all reasonable times the workers / labourers / supervisors appointed by the said society or company to enter in the said apartment for inspection, maintenance, repairs, restoration and cleaning of installations and fixtures comprising the common area and common facility and not to create any obstruction in the work of such workers / labourers/ supervisors.
- vii) Get the said 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 pay all taxes, levies and charges payable by the owner and/or occupier. Till separate assessment of each apartment is not made, the purchasers shall be liable to pay proportionately all the taxes and charges to the said society or company for making the payment to the authorities concerned.

For Vinayak Nirman Pvt. Ltd.

Manish Kumar Singh

Authorised Signatory



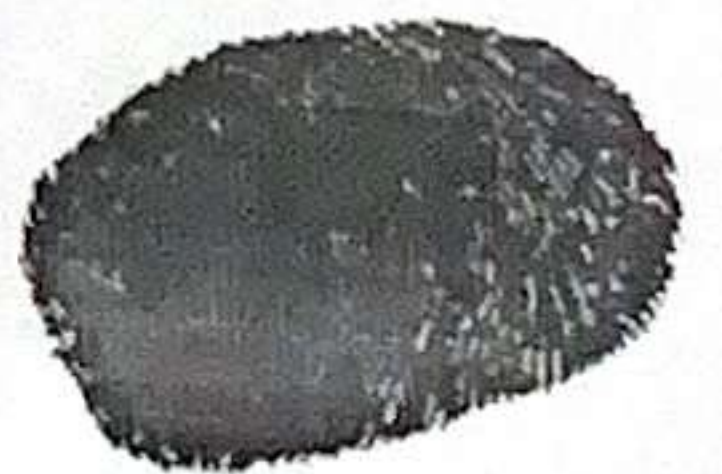
Self Attested  
Chief Engineer

- viii) Have its own electricity connection, telephone connection and shall pay for all such charges.
- ix) Observe all the rules and bye-laws of Nagar Nigam, local authorities, or any other law or regulation for the time being in force or the rules and regulation made by the said society or company or any other agency as may be appointed for the management and upkeep of Varuna Gardens.
- x) Be responsible to Nagar Nigam or any other authority for anything done in connection with the said building complex and shall also keep the said society or company indemnified against all losses, payments which the said society or company or the Vendor may suffer or may have to pay on account of any violation made by the purchasers of any law or regulation of any authority at any time in future.
- xi) Sign all necessary documents required for the purpose of formation and/or registration of the said society or company and for becoming its member and also such papers as may be required to be filed to any authority.
- 18) The Vendor has informed the purchasers and the purchasers hereby agrees that the Vendor may develop the said premises by creating such facilities and amenities which are not part of the common facilities and may also develop the said premises along with other adjacent property or properties as an integrated development of larger complex and the

Varuna, ak Nirman Pvt. Ltd.

Manish Kumar Singh  
Authorised Signatory

Letad J. K. Singh



Letad J. K. Singh  
J. K. Singh



purchasers hereby declares and confirm with Vendor as under:

- i) The Vendor shall be entitled to grant any Right of Way or license or any right through, over or under the said premises to any person or party as the Vendor may desire or deem fit.
- ii) The Vendor will be entitled to utilise the open area for the purpose of construction of structure or structures as may be permissible in the law and may utilise and construct any structure including any swimming pool, recreation centre, health club etc. restricting the rights of use, enjoyment, occupation etc. thereto as the Vendor may desire or deem fit in his absolute discretion. It is agreed between the parties hereto that the Purchasers, if interested, in any such facility of the swimming pool, recreation centre, health club etc. shall be entitled to use the said swimming pool, recreation centre, health club etc. as the case may be only after payment to the Vendor such amount including periodical charges, deposits and entrance fee and consideration as may be fixed by the Vendor from time to time in that behalf. It is further agreed between the parties that such swimming pool, recreation centre, health club etc. shall not be forming part of the common area and common facilities under this deed.
- iii) It is agreed between the parties that the Vendor shall, at all times be the owner of the roof of all the buildings in Varuna Gardens and shall have exclusive right and be entitled to raise further storeys or any

For-Vinayak Nirman Pvt. Ltd.

Manish Kumar Singh  
Authorised Signatory



Rohit Singh



Self Attested

Rohit Singh

structure and exploit the same in any manner. The purchasers shall not be entitled to raise any objection in such work. It is reiterated for the sake of clarity that the roof of any building or structure in Varuna Gardens is not part of the common area and common facilities and the Vendor shall for all times be the exclusive owner of roof of all such buildings or structures.

iv) It is agreed between the parties that the ownership right of the purchasers shall be restricted only to the said apartment. The purchasers shall also have right to use the said car parking space in Varuna Gardens as exclusive car parking space and right of reasonable use of the common area and common facilities along with other apartment owners, occupants and visitors. In addition, the purchasers shall also be the owner of the 12.19 Sq. metres. of the land being undivided proportionate share of land under Tower-E of Varuna Gardens

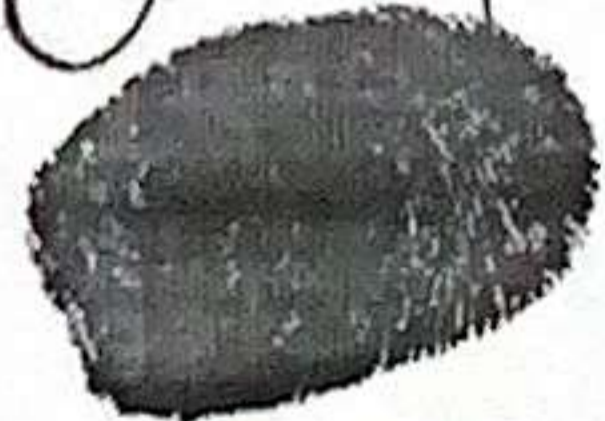
19) That the purchasers hereby agrees and undertakes that before the transfer of the said apartment and/or giving on rent, lease, caretaker, paying guest or tenancy basis or inducting any person into the said apartment, the purchasers shall obtain prior written consent of the said society or company of the apartment owners of Varuna Gardens. It is clearly understood and agreed between the parties hereto that the grant of such consent shall be subject to the terms and conditions as may be imposed and stipulated by the Vendor or the said Society, as the case may be, in this regard including payment by the

For-Vinayak Niiman Pvt. Ltd.

Manish Kumar Singh  
Authorised Signatory

Careed

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Self Attested  
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purchasers of such transfer charges, fees, enhanced maintenance charges etc. as may be specified by the Vendor or the said society as the case may be.

- 20) That it is hereby agreed that in case of any difference between the parties hereto, it shall be resolved by conciliation failing which by arbitration. The conciliation and arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.
- 21) It is agreed and understood that the parties to this agreement are governed by the express terms and conditions contained in this agreement in respect of subject matter of this agreement. It is further understood between the parties hereto that any custom or practices not consistent with the terms and conditions contained in this agreement shall be void to the extent of inconsistency with this agreement. The terms and conditions contained in this agreement shall always remain final and prevail unless the same is modified by a written agreement subsequent to the execution of this agreement.
- 22) That the Board of Directors of M/s. Vinayak Nirman Pvt Ltd., the Vendor, through its resolution dated 11.12.2014 has resolved and authorized Manish Kumar Singh to sign and execute all documents required for transfer of the said apartment of Varuna Gardens and get the same registered and acknowledge receipt of the consideration and to do such acts, deeds,

For-Vinayak Nirman Pvt. Ltd.

Manish Kumar Singh  
Authorised Signatory



*Supra Blotey*

*Supra Blotey*

and things as may be required in connection with the same.

That the vendor hereby declares that the vendor is the absolute owner of the property and no other person has any claim of any nature over the property hereby sold and further the vendor declare that the vendor has not entered into any agreement for sale or otherwise in respect of the property hereby sold.

23) That the Parties to this Deed are Indian nationals & not related to any Schedule caste.

#### MEMO OF CONSIDERATION

Date	Mode of Payment	Amount(Rs)	Bank
30.07.2023	IMPS /321 124732089	50,000.00	
27.09.2023	DD194811	44,50,000.00	SBI

Rupees Forty Five Lakhs Only

#### SCHEDULE-

One residential Flat bearing Flat No. 306 on 3rd Floor Tower E in Varuna Gardens having built-up area 114.87 sq. mtr i.e. 1236 sq. ft. being premises no. S. 2/663-S-1-3 and S.2/636-S-1 built over two adjoining pieces of land bearing settlement plot no. 841/3 and 841/4 in Mauza- Secrole, Pargana Shivpur, District Varanasi is bounded as under-

East: Open Space  
West:-Flat No-305  
North:-Tower F  
Suth Lobby & Passage

#### Computation of undivided share of land

1	Total Land Area:	982.64 sq. mt.
2	Total Covered Area:	9258.20 sq. mt.
3	Built-up Area of Flat:	114.87 sq. mt.

Manish Kumar Singh  
Authorized Signatory



Chetan J. Singh



Seff Anis

Chetan J. Singh

4	Undivided share of land: (1/2) X 3	12.19 sq. mt.
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NOTE: Value of the property as per Circle rate is as under: -

Value of covered area of the said apartment :114.87 Sq. meters x Rs.25000/- being framed structure	Rs.28,71,750.00
Value of proportionate, undivided, land 12.19 sq. meters @ 50000/ per sq. Meter	Rs. 6,09,500.00
Add 20%for common facilities	Rs. 6,96,250.00
<b>TOTAL</b>	<b>Rs.41,77,500.00</b>

Note: The value of the property for the purpose of stamp-duty is of Rs 41,78,000/ as per circle rate, but the sale consideration amount is of Rs. 45,00,000.00 therefore the stamp-duty is being paid of Rs.3,15,000/-through e-Stamp bearing No-IN-UP 26927907693348V dated-27.09.2023. The property hereby transfer red is purely residential and situate on notified road namely\_namely in between Varuna bridge to Shivpur purani chungi via J.P.Mehta School & Sunbeam School. No commercial activities are being done within 50 Sq meter of triangular area of the said property.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seal on the day and the year first hereinabove written

WITNESSES:-

For-Vinayak Pvt. Ltd.  
Manish Kumar Singh  
Authorized Signatory



Seal of J. P. Mehta



Self Attested

J. P. Mehta

*Zakariya*  
1-Name : Mohd Zakariya Faruqui

Father's Name : Shri Aliraza

Mobile No: 8303952596

Address: C-21 Friends Colony Makbool

Alam Road Varanasi



*Rehan*  
2-Name: Mohd Rehan Faruqui

Father's Name : Mohd Zakariya Faruqui

Mobile No: 8303952596

Address: C-21 Friends Colony Makbool

Alam Road Varanasi



DRAFTED BY : *Pankaj Srivastava*  
PANKAJ SRIVASTAVA

Advocate,

Chamber No. 30, Adhiwakta Bhawan, District Court

Varanasi Mobile No- 9839040360

Typed By

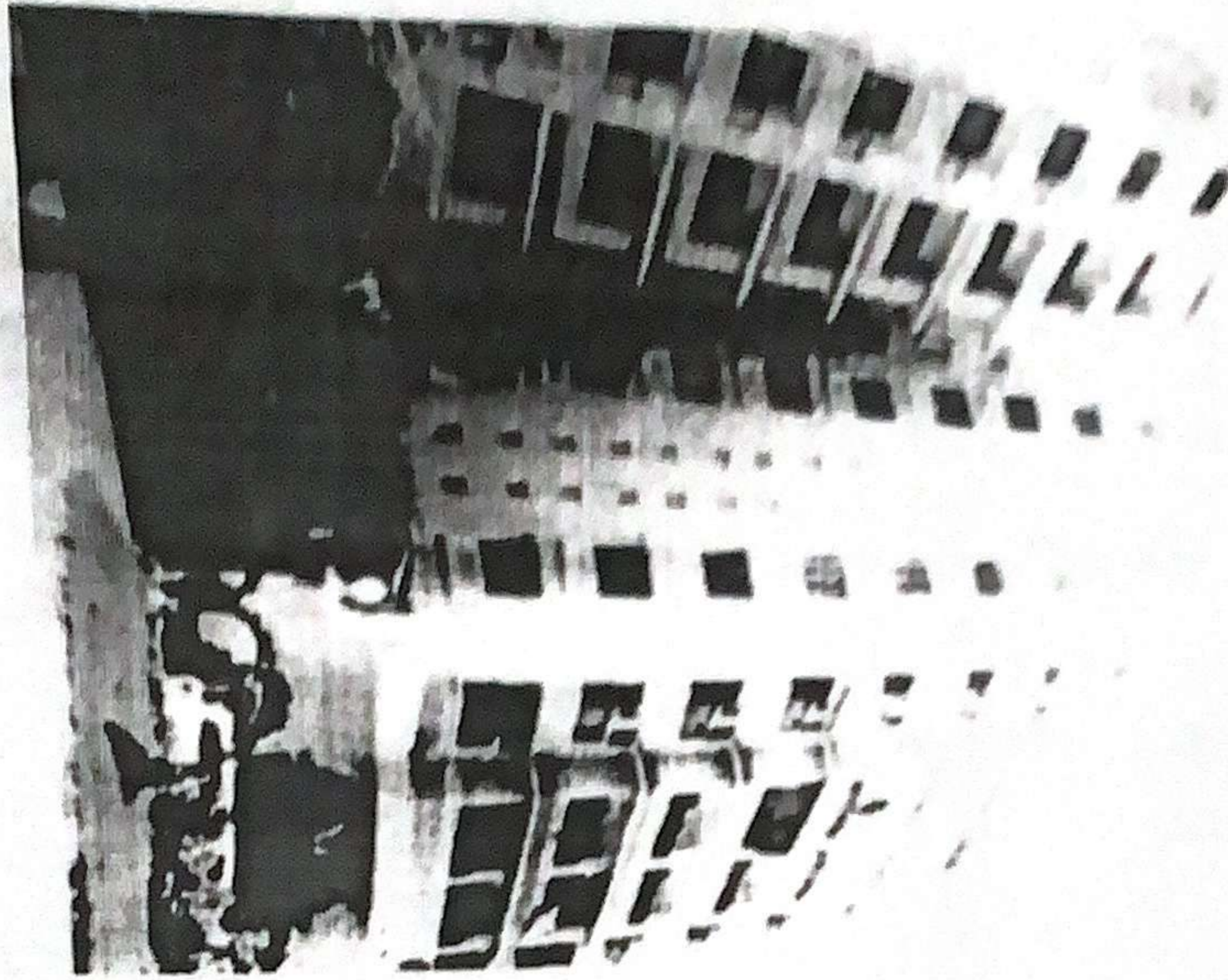
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District Court Varanasi

Vinayak Nirman Pvt. Ltd.  
Manish Kumar Singh  
Authorized Signatory



*Shri Prasad*

*Self Attested*  
*Shri Prasad*



SELLER- M/s. VINAYAK NIRMAN PVT. LTD., a company incorporated under the Companies Act, 1956 having its Registered office at CK. 23/23, Vijay Raman Katra, 4<sup>th</sup> Floor, Rani Kuan, Chowk, Varanasi, through its authorised signatory Manish Kumar Singh

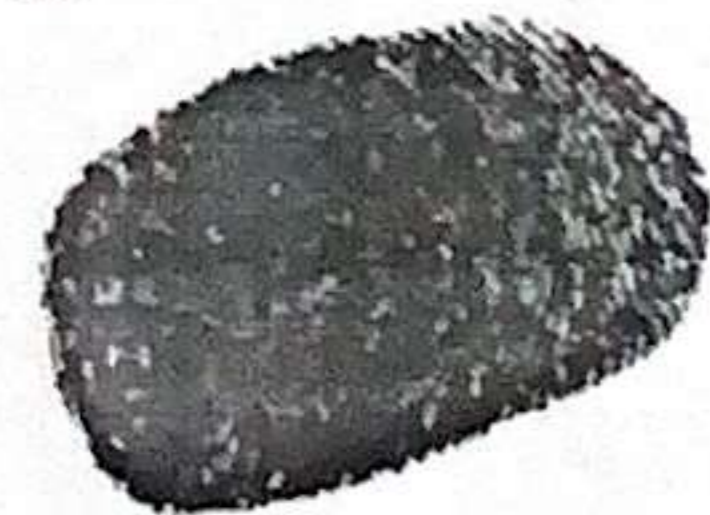
PURCHASERS- DIWAN FAHAD KHAN S/o Shri Diwan Nurul Hoda Khan R/o Ward No-2 Sarewa Kaimur (Bhabua) Bihar-821101 & Mrs ISHRAT PARVEEN FARUQUI D/o Shri Mohd Zakariya Faruqui R/oS-58/416-C-21 Makbool Alam Road Varanasi

Circle Rate/Sale amount Rs.41,78,000/45,00,000

Detail of Property-Residential Apartment bearing Flat No.306 in Tower-E on 3rd floor Built up area 114.87 Sq. mtr. (1236Sq. feet) and undivided share 12.19 Sq Meter in land of Varuna Gardens situated over part of land bearing Settlement Plot's No 841/3 & 841/4 & its premises No S.2/663-S-1-3 and S. 2/636-S-1 along with one open car-parking space Situated at Mauza-Secrole, Ward-Secrole, Paragna-Shivpur Varanasi is bounded as-East:-OpenSpace West:-Flat No-305 North: Tower F South:- Lobby & Passage

For-Vinayak Nirman Pvt. Ltd.

Manish Kumar Singh  
Authorised Signatory



Self Attested  
Ishrat Parveen

Checked  
Ishrat Parveen

Site Plan of Residential Apartment bearing Flat No.306 on 3rd Floor in Tower-E along with one open car parking space in Varuna Gardens built over plot of land owned by Vinayak Nirman Pvt. Ltd bearing S.M. Plot no. 841/3& 841/4 Mauza-Secrole, Ward-Secrole-Varanasi respectively bearing house no. S. 2/663-S-1-3 and S. 2/ 636-S-1 i	
Proportionate undivided share interest in the Land	12.19 square meters
Built-up area of Flat	114.87. Sq. mtr. (1236 Sq. feet)

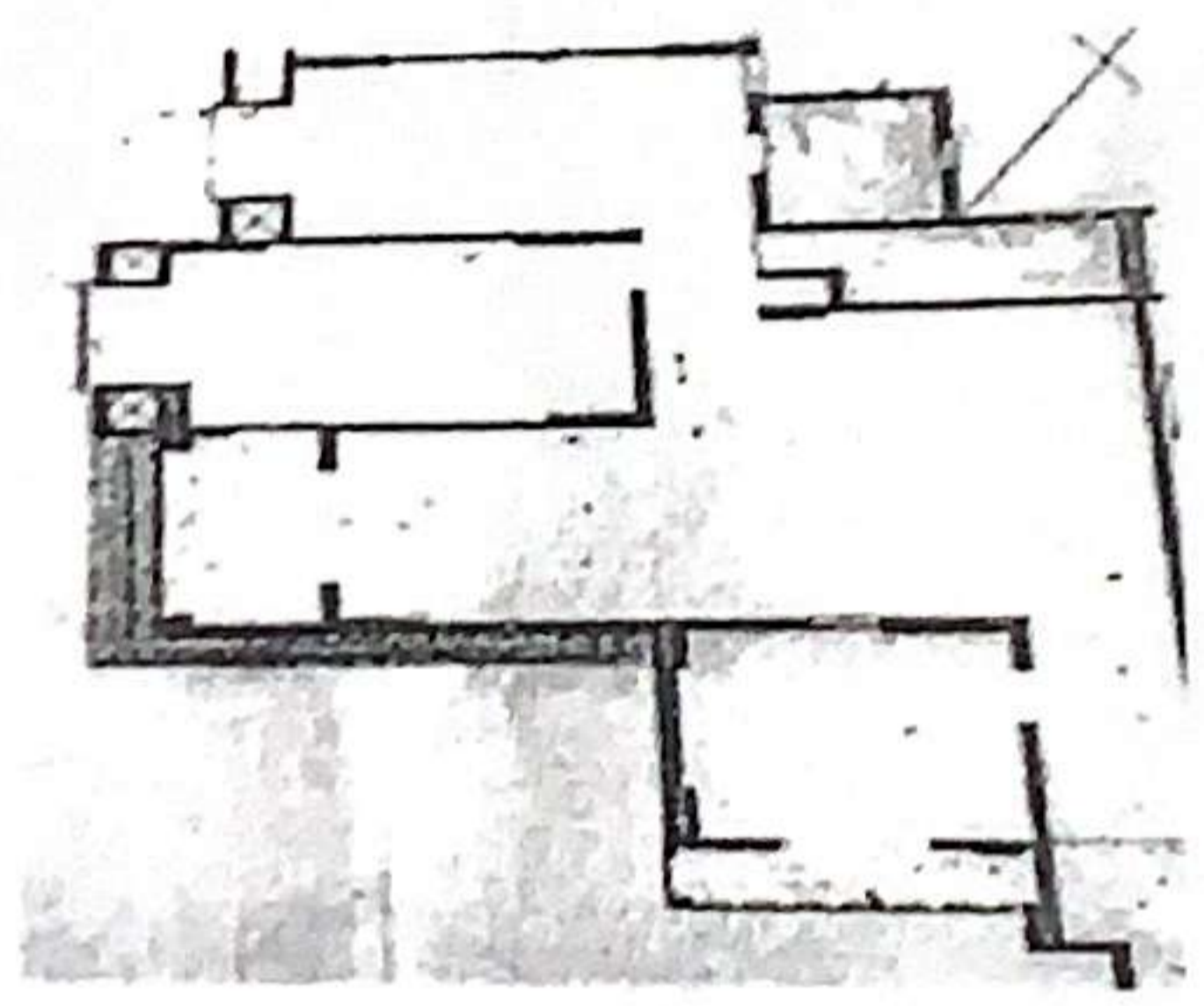
Boundary of flat

East:-Open Space

West:- Flat No-305

North: Tower F

South:- Lobby & Passage



For-Vinayak Nirman Pvt. Ltd.  
**Manish Kumar Singh**  
 Authorized Signatory



*Chandra Prakash Singh*



*Seff Ahmed*  
*Chandra Prakash Singh*