

SALE DEED

Short Description

1. Type of Land - Residential
2. Ward/Pargana - Sadar, Allahabad
3. Mohalla/Village - Kanhaipur, Allahabad
4. Description of Property (Property No.) - Flat No. ;
 Built up Area - or Sq.
 Meters and Carpet Area – Sq. Ft.
 or Sq. Meters; situated on the
 Floor in Block ‘ ’ of Multistoried
 Residential Complex known as
 “SUNSHINE ROYAL RESIDENCY”;
 Built over Arazi No. 830, 841,
 841(Minjumala), 842,843,844 and
 845; situated in Mauza – Umarpur
 Neewa Upahar, Pargana and Tehsil –
 Sadar, District- Allahabad; bearing
 Municipal No. 292, Kanhaipur,
 Dhoomanganj, Allahabad.
5. Unit of Measurement - Square Meter
 (Hectare/Sq. Meter)
6. Proportionate Area of Land Sq. Meters

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|-----|---|---|---|
| 7. | Situation of Road | - | 12 Meters wide Road |
| 8. | Other Description | - | 12 Meters wide Road
(9 Meters Road/ Corner etc.) |
| 9. | Type of Property | - | Flat |
| 10. | Total area of property | - | 8659.46 Sq. Meters
(in case of Multi story Building) |
| 11. | Total Built up Area | - | 16954.44 Sq. Meters |
| 12. | Status-Finished/Unfinished/Other | - | X |
| 13. | Value of Trees | - | Nil |
| 14. | Boring/well/Other | - | Nil |
| 15. | Built up Area | - | Sq. Meters |
| 16. | Year of Construction | - | |
| 17. | Whether belong to member
of Co-operative Housing Society | - | No
Yes/No |
| 18. | (I) Amount of sale consideration | - | Rs. /- |
| | (II) Market Value | - | Rs. /- |
| | (III) Stamp Duty paid | - | Rs. /- |

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THIS INDENTURE made on this th day

BETWEEN

HK INFRAZONE (PVT.) LIMITED
[CIN- U70102UP2012PTC050473 & PAN-AACCH9169E];
a duly incorporated company under the Provisions of
Companies Act, 2013; having its Registered Office at :
17, Industrial Colony, Naini, Allahabad
Through its Director Shri Hemant Kumar Sindhi
(Aadhaar No.510609470141)
Son of Late Jamuna Das, Resident of 17, Industrial Colony,
Naini, Allahabad authorized vide board resolution dated 15-07-2013.
(Mobile No. 9415214404)

(Hereinafter referred to be as the 'VENDOR'); which term, shall always mean and include its successor(s), legal representative(s), executor(s) and assignee(s); unless excluded.

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1.

2.

(Hereinafter called "THE PURCHASERS"); which term shall always mean and include their heir(s), legal representative(s), successor(s), executors and assignee(s); unless expressly excluded.

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WHEREAS the Sri Kamala Shanker son of Late Jagdmba Prasad and Smt. Kapoor Shukla wife of Shri Kamala Shanker Shukla, both residents of 292, Kanhaipur, Dhoomanganj, Allahabad are Owners of Arazi No. 830, Area – 2630 Sq. Meters; Arazi Nos. 841 and 841 (Minjumla), Area – 2740 Sq. Meters; Arazi No. 842, Area – 570 Sq. Meters; Arazi No. 843, Area – 1140 Sq. Meters; Arazi No. 844, Area – 1710 Sq. Meters and Arazi No. 845, Area – 150 Sq. Meters; Total Area – 8940 Sq. Meters; all Araziat situated in Mauza – Umarpur Neewa Uparhar, Pargana and Tehsil – Sadar, District – Allahabad.

WHEREAS the aforesaid owners Kamala Shanker and Smt. Kapoor Shukla were interested to raise Multistoried Residential Complex over 8940 Sq. Meters land of aforesaid Arazi Nos. 830, 841 and 841 (Minjumala); 842, 843, 844 and 845; situated in Mauza- Umarpur Neewa Uparhar, Pargana and Tehsil – Sadar, District – Allahabad.

AND WHEREAS in order to derive the optimum utility of the said land, the development and construction work is entrusted to the vendor HK Infrazone (Pvt.) Limited; having its Registered Office at 17, Industrial Colony, Naini, Allahabad through its Director Sri Hemant Kumar Sindhi Son of Late Jamuna Das resident of 17, Industrial Colony, Naini, Allahabad who has agreed to construct Multistoried Residential Complex comprising such number of Floors which may be permitted by Allahabad Development Authority, Allahabad over 8940 Sq. Meters land of aforesaid Arazi Nos. 830, 841 and 841 (Minjumala); 842, 843, 844 and 845; situated in Mauza- Umarpur Neewa Uparhar, Pargana and Tehsil – Sadar, District – Allahabad.

AND WHEREAS on the assurance of the vendor's company M/s HK Infrazone (Pvt.) Limited, the owners Kamla Shanker and Smt. Kapoor Shukla

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have entered into a Builder's Agreement with the vendor's Company and executed a Builder's Agreement dated 11.10.2013 which is registered in Bahi No.1, Zild No. 8092, on pages 137 to 160 at Sl. No. 5610, on 11.10.2013 in the Office of Sub Registrar, Allahabad (First).

AND WHEREAS as per terms of aforesaid Builder's Agreement dated 11.10.2013 Building Plan to construct Multistoried Building over the aforesaid land was submitted by the vendor's company HK Infrazone (Pvt.) Limited before Allahabad Development Authority, Allahabad and Allahabad Development Authority, Allahabad sanctioned Group Housing Plan vide its letter No. 175/प्र०अ०(त०स०-२)/जोन-१/गु०हा०/2012-13 dated 21.11.2015 to construct the building over 8659.46 Sq. Meters land of aforesaid Arazi No. 830, 841 and 841 (Minjumala); 842, 843, 844 and 845; situated in Mauza – Umarpur Neewa Uparhar, Pargana and Tehsil- Sadar, District – Allahabad after deducting 280.54 Sq. Meters land left for road widening. The vendor/promoter has also got registration the project "SUNSHINE ROYAL RESIDENCY" with UPRERA; having its registration No. UPRERAPRJ7243.

AND WHEREAS the vendor's company HK Infrazone (Pvt.) Limited has developed Multistoried Residential Complex known as "SUNSHINE ROYAL RESIDENCY" comprising 6 (Six) Blocks (Block 'A', Block 'B', Block 'C', Block 'D', Block 'E' and Block 'F') and in Block 'A' as well as in Type-5 of Block 'B' Six Stories (First, Second, Third, Fourth, Fifth and Sixth Floor) and in other Blocks i.e. Block 'B' (except Type-5), Block 'C', Block 'D', Block 'E' and Block 'F' Seven stories (First, Second, Third, Fourth, Fifth, Sixth and Seventh Floor) and covered/open car parking on the Ground Floor over the aforesaid 8659.46 Sq. Meters land of aforesaid Arazi Nos. 830, 841 and 841

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(Minjumala); 842, 843, 844 and 845; situated in Mauza- Umarpur Neewa Uparhar, Pargana and Tehsil – Sadar, District – Allahabad.

AND WHEREAS as per aforesaid Registered Builder's Agreement dated 10.11.2013, the vendor is exclusive owner of Flat No. , Built up Area - or Sq. Meters and Carpet Area – Sq. Ft. or Sq. meters; situated on the in Block ' ' of the aforesaid Multistoried Residential complex known as "SUNSHINE ROYAL RESIDENCY" fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan.

AND WHEREAS the purchasers have received all documents pertaining to development plans and other title documents and after being fully satisfied the purchasers offered to purchase Flat No. , Built up Area - or Sq. Meters and Carpet Area – Sq. Ft. or Sq. meters; situated on the Fourth Floor in Block 'A' the aforesaid Multistoried Residential complex known as "SUNSHINE ROYAL RESIDENCY" fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan against a total sale consideration of Rs. /- (Rupees

only) and the sale consideration offered by the purchasers being very reasonable and as per prevailing market value and therefore the vendor has decided to sell the said Flat to the purchasers against a total sale consideration of Rs.

NOW THIS SALE DEED WITNESSTH AS UNDER:

I. In consideration of Rs. /-/- (Rupees
nly) paid by the purchasers to

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the vendor as per details given in schedule of payment, given at the end of this deed; the receipt of which is hereby acknowledged by the vendor; the vendor hereby transfers, assigns, sells and alienates Flat No. _____, Built up Area - _____ or _____ Sq. Meters and Carpet Area – _____ Sq. Ft. or _____ Sq. meters; situated on the _____ in Block ' ' of the aforesaid Multistoried Residential Complex known as "SUNSHINE ROYAL RESIDENCY" fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan UNTO THE PURCHASERS TO HOLD THE SAME AS ABSOLUTE OWNERS FOREVER and the vendor has also delivered the possession of the vended flat to the purchasers.

II. The vendor and the purchaser hereby agree as under:

1. That the flat hereby sold shall be quietly entered into and upon and held and enjoyed by the purchasers without any hindrance from the vendor or any person claiming through/or under the vendor.
2. That the purchasers shall have permanent facility for parking of one car in the covered parking space provided on the Ground Floor of the aforesaid multistoried residential complex.
3. That the purchasers shall be entitled to get their names mutated in the records of Nagar Nigam, Allahabad and in any other Government Department.
4. That the property hereby sold is free from all encumbrance, lien or charge.
5. That if at any time in future the property hereby sold goes out of possession of the purchasers due to defect in title of the vendor, the vendor shall indemnify the purchasers of such losses.

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6. That the purchasers shall use the Flat hereby sold only for Residential purposes. They shall not be entitled to use the flat hereby sold for any trade, business or any other commercial purposes.

7. That in case of any natural calamity or otherwise, the said building is razed to the ground, in that case, the purchasers shall be entitled to the proportionate area of land.

8. That the common areas of the complex shall vest in the Residents Welfare Association/Society comprising owners of all units of the complex.

9. That the purchasers shall be entitled to use and enjoy common areas and common facilities subject to payment of charges as may be determined in accordance with terms of this deed.

10. That the purchasers shall not be entitled to create any obstructions or hindrance in any manner in use of the common corridor/ passage/ stairs/ lift and common amenities.

11. That the vendor have entrusted the work of maintenance, up-keep and preservation of the building operation of common service and necessary desirable facilities for its occupiers/purchasers/visitors and management of the common facilities thereof to SINDHU INFRAESTATE (PVT.) LIMITED. The said company shall maintain the aforesaid complex for about two years or till formation of R.W.A./Society. The purchasers have no objection what so-ever for the appointment of SINDHU INFRAESTATE (PVT.) LIMITED to the work of maintenance, upkeep and preservation of the building, common service and necessary desirable facilities for

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its occupiers/purchasers. The purchasers shall pay maintenance charges @ Rs. 1.50 paise per square feet per month on the super built up area of the vended Flat or such revised sum that may be decided by the said company, to the said SINDHU INFRAESTATE (PVT.) LIMITED through the vendor or to the R.W.A./society that may be formed of owners of different units of SUNSHINE ROYAL RESIDENCY. The R.W.A./society that may be formed of owners of different units of SUNSHINE ROYAL RESIDENCY, on its formation, shall decide the contribution payable by all the occupants/purchasers of different flats of the complex for maintenance of the complex including common areas, lift and other services available in the complex.

The purchasers have already paid a sum which have been decided by the vendor to the aforesaid SINDHU INFRAESTATE (PVT.) LIMITED through the vendor in maintenance/ security fund to be utilized for the major work of the maintenance of the complex. The unutilized amount of the said fund shall be transferred to the R.W.A./society that may be formed of owners of different units of SUNSHINE ROYAL RESIDENCY.

12. That the purchasers shall regularly pay Taxes/charges payable to A.D.A. Allahabad or Nagar Nigam, Allahabad, U.P. Power Corporation, Allahabad, Jal Sansthan, Allahabad or any Local Body or Authority in respect of Flat Purchased by the purchasers.

13. That the vendor will at the cost of purchasers shall execute and do every such assurance, deeds or things that may

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be necessary for more perfectly assuring the title to the purchasers as and when required by the purchasers.

14. That the purchasers shall have to obtain N.O.C. from the vendor/and from the SINDHU INFRAESTATE (PVT.) LIMITED or the R.W.A./Society Later formed by the owners of different Units of SUNSHINE ROYAL RESIDENCY, as the case may be, prior to transferring the flat hereby sold.

15. That the Fire Fighting equipments and fire prevention measures which are required within the flat and which become necessary on account of any interior decoration/ partition or heat load created by flat purchasers shall be installed by purchasers themselves at their own cost and they will obtain necessary permission in this regard from the authority/ authorities concerned. If any fire fighting equipment and preventive measures are required to be installed subsequent to any sanction by initial statutory authority/ authorities or under any law or statute, the cost thereof shall be borne by the purchasers.

16. That purchasers shall not make any additions/ alterations in the Flat or Building without written permission from the concerned authorities or cause damage to or nuisance in the Flat or the complex in any manner. In case any partition internal decorations, false ceilings etc. are installed by the purchasers, then all necessary permissions from the authorities (if any required) will be obtained by the purchasers directly at their own expense. Further, no damage to the Building would be caused in any manner and all considerations of safety, fire fighting and insurance etc. will have to be observed. No hazards

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will be caused/ created in the Flat. The purchasers shall alone be responsible for any fine or penalty that may be imposed by the concerned authorities for the violation of any rules/ law of the land.

17. That the purchasers shall abide by all laws, rules and regulation of the A.D.A / Local bodies and of the Proposed Body Corporate Association of the Purchasers (as and when formed, till then as prescribed by the Promoter) and shall be responsible for all deviations violations of breach of any of the conditions of law/bye-laws or rules and regulations.

18. That the purchasers shall be liable to pay G.S.T. or any other property tax whatever will be imposed regarding the Flat hereby purchased by them as and when demanded by the vendors.

19. That the visitor's car shall be allowed to be parked inside campus of the Complex only after permission from the competent person/ authority in special circumstances.

SCHEDULE OF PAYMENT

Sl.No.	Ch. No.	Date	Bank Name	Amount In Rs.
1.				
2.				

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3.				
4.				
5.				

(Rupees

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SCHEDULE OF PROPERTY HEREBY SOLD

Residential Flat No. , Built up Area - or Sq. Meters
and Carpet Area – Sq. Ft. or Sq. meters; situated on the
Fourth Floor in Block ‘ ’ of aforesaid Residential Complex known as
" SUNSHINE ROYAL RESIDENCY"; built over Arazi No. 830, 841,
841(Minjumala), 842, 843, 844 and 845; situated in Mauza- Umarpur Neewa
Uparhar, Pargana and Tehsil – Sadar, District – Allahaba; bearing Municipal
No. 292, Kanhaipur, Dhoomanganj, Allahabad and bounded as below:

North :

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South :

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East :

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West :

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And also shown to be bounded by red lines in the annexed Plan.

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Note : Valuation of property for the purpose of payment of Stamp Duty:

Proportionate Land :

$$\begin{aligned} & \text{Total land of Multi Storied Complex X Area of Unit Sold} \\ &= \frac{\text{Total Constructed Area of Multi storied complex}}{\text{Total land of Multi Storied Complex}} \\ & \text{Sq. Mtrs.} = \frac{8659.46 \text{ Sq. Mtrs. X Sq. Mtrs.}}{16954.44 \text{ Sq. Mtrs.}} \end{aligned}$$

(i) Value of Sq. Mtrs. Land @ Rs. /- = Rs.

(ii) Value of Construction, Sq. Mtrs.
@ Rs. /- per Sq. Mtrs. = Rs. /-

(iii) Total Value of Flat = (i) + (ii) = Rs.

or Rs. /-

(iv) 18% Additional Charges for
Power Backup, Security Guard,
Community Hall, Parking and Lift.Rs. /-

Total Value of property (iii) + (iv) = Rs. /-

Or Rs. /-

Actual amount of sale consideration is Rs. /-/-

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Stamp Duty of Rs. is payable on Rs. /-
as per G.O. No. of U.P. Government.

Stamp Duty of Rs. /- is paid through e-Stamp bearing certificate
No. IN – UP dated .

IN WITNESS WHERE OF We the vendors and the purchasers have
signed and executed this deed of sale out of our own free will and accord in
the presence of witnesses.

(Purchasers)

(Vendor)

1.

2.

WITNESSES:

1.

Drafted by:

Typed by :