

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

SUMMARY OF DEED

Date of Execution: -----

Mohalla: -----

Type of Land: -----

Type of property: -----

Construction: -----

Description of property: -----

Carpet Area: -----

Super Built-up Area:-----

Average Land: -----

Road: -----

Sale Consideration: -----

Valuation: -----

Stamp Duty Paid: -----

Meerapatti, Prayagraj

Residential

Residential

Semi-Finished

Flat No. _____ on _____ Floor

_____ Sq. Mtrs.

_____ Sq. Mtrs.

_____ Sq. Mtrs.

Code-147, Page-37

Rs. _____

Rs. _____

Rs. _____ + _____ =Rs. _____

SALE DEED

THIS SALE DEED is made on this _____.

BY AND BETWEEN

M/s Saidham Kohli's Avenue previously known as Saidham Tirath Ramji Enclave a partnership firm registered with registrar of firms and societies having registration **No. AALL/0008504** and having its principal place of business at 12/16, Mayo Road (Shiv Ram Das Gulati Marg), Prayagraj-211001 and having **PAN No. AEIFS6317J** through one of its partner, **Shri Rajesh Kumar Gupta (AADHAR No. 4643-4162-7587, PAN No. CWXPG4727P, MOB No. 9415218553) S/o Shri R. P. Gupta, R/o 21/19, Mayo Road Prayagraj.** The First Party/Promoter has been registered with the Real Estate Regulatory Authority having Promoter registration No. is **UPRERAPRM_____** and the Project namely "**Sai Dham Kohli's Avenue**" has also been registered in RERA having project Registration No. is **UPRERAPRJ_____**. The details of the First Party/Promoter and Project are also available in the website (www.up-rera.in) of the Authority.

(Hereinafter referred to as the "**First Party Seller/Promoter**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) including those of the respective partners of the ONE PART.

AND

Mr. _____ (Aadhaar No. _____, PAN No. _____, Mob No. _____, Occupation: _____) S/o _____ R/o _____.

(Hereinafter singly/jointly as the case may be, referred to as the "**The Second Party/Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

DETAILS OF THE APARTMENT/FLAT BEING SOLD IN THIS DEED

Semi-Finished Flat No. _____ on _____ Floor having Carpet Area =
 _____ Sq. Mtrs, Balcony Area = _____ Sq. Mtrs, Total Carpet Area =
 _____ Sq. Mtrs, Built-up area = _____ Sq. Ft or _____ Sq.
 Mtrs, Super Built-up area = _____ Sq. Ft or _____ Sq. Mtrs, Type
 _____ B.H.K, on _____ Floor in Phase '1' of the Multi Storied residential
 complex Known as "**SAIDHAM KOHLI'S AVENUE**" which has been constructed over the
House No. 85A/108, Meerapatti, Prayagraj with a total area admeasuring of **8338.39**
Sq. meters, situated in Village - Chak Maidapatti, Pargana and Tehsil - Sadar, Prayagraj.

BOUNDARY :-

East :
 West :
 North :
 South :

(Hereinafter reffered as the **vended Apartment/Flat**)

WHEREAS THE SELLER DECLARES THAT

WHEREAS in furtherance of the unregistered agreement dated 05.02.2021 reached between the parties, the landowner has agreed to grant, transfer, convey and assign to the First party/Developer, Development Rights (as hereinafter defined) over the Project Land with other rights, easements, and privileges appurtenant over the Project Land, in such manner and on such terms and conditions as contained hereinafter and promoter had agreed to develop the project site, as per the terms and coditions set out herein.

WHEREAS the registered deed executed between the parties First Party/Promoter & M/s DOABA SHEET GREH through the partner of the firm namely Shri Sunil Kohli & Shri Rakesh Kohli along with other members of the family namely Shri Anil Kohli and Shri Ramesh Kohli dated _____ and is registered at the Office of the Sub-Registrar, Sadar, Prayagraj on _____ dated in **Bahi No. __, Zild No. __, Serial No. __** at Pages **_ to _____**.

AND WHEREAS after obtaining the above-mentioned NOC's with submitted the NOC's on the UPOBPAS online Portal for Final Approval the promoter had also applied with Prayagraj Development Authority, Praygaraj for the approval of maps for the proposed construction on the said land and the Prayagraj Development Authority, Praygaraj after the deposit of the demand note No. **CH/PDA/BP/21-22/4705 DATED 25/11/2023 of Rs. 11,83,15,514/-** through UTR ref No. **UTIBR52024020700356129 dated 07-02-2024** and acknowledged by P.D.A vide receipt No. **CH/PDA/BP/21-22/4705 dated 08-02-2024** and after completing all required and necessary formalities P.D.A. (Prayagraj Development Authority) had sanctioned and released the maps for the proposed construction for the multi storied housing complex on the said land vide **Permit No. Affordable Housing/01318/PDA/BP/20-21/0623/21042022 dated 12-02-2024.**

Details of N.O.C obtained from various departments for the sanction of the map from Prayagraj Development Authority are as under:-

- A. **SDM NOC** ---- PDA/B.P./21-22/0623 dated 22-06-2022.
- B. **Traffic NOC** ---- ST/SPT/NOC (27)/2021 dated 14-07-2022.
- C. **AIRFORCE NOC** ---- Air HQ/S 17726/01/ATS (PC-MMMCCCXCVII) dated 10-08-2023.
- D. **FIRE NOC** ---- UPFS/2023/94174/ALB/ALLAHABAD/1892/CFO dated 04-09-2023.
- E. **NAGAR NIGAM NOC** ---- सं. डी० 568/ एनओसी० / एसटीसी० 2023 dated 09.11.2023 via payment mode Rs. 34,08,837 through UTR No. PUNBR52023110910980205 dated 09.11.2023.
- F. **JALKAL NOC** ---- सं.डी०/156/ज०क०व०/मुयालय० /23-24 dated 09.11.2023 via payment mode Rs. 8,25,969, Receipt No. 96 dated 09.11.2023.

AND with the approval from the Vice Chairman PDA sanctioned the proposed Map for an Affordable Housing Scheme building consisting of Basement Parking, Stilt Parking, Community Centre and 9 Commercial Convenient shops and 14 Floors with 16 Flats of 2BHK and 9 Flats of 3BHK on each Floor total consisting of 350 residential Flats having area admeasuring **8338.39** Sq. Mtrs and the First Party/Promoter have decided to name the housing complex as "**SAI DHAM KOHLI'S AVENUE**".

The First Party/Promoter is in the process of constructing and developing a real estate project known as "**SAI DHAM KOHLI'S AVENUE**" situated at Municipal **House No. 85A/108, Meerapatti, Prayagraj** total area admeasuring **8338.39 Sq. meters**, situated in Village – Chak Maidapatti, Pargana and Tehsil – Sadar, Prayagraj (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned Prayagraj Development Authority and which inter-alia comprising of Flats/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and part of Land admeasuring **8338.39 Sq. meters** and latitude & longitude of the end points of the Project are 25.449431: 81.770961 respectively.

Details of N.O.C further obtained for completion from various departments for the sanction of the map from Prayagraj Development Authority are as under:-

- _____
- _____

A. AND now the building is complete in all respects along with the necessary required services and the Seller had submitted the application for obtaining the completion certificate in the competent authority namely Prayagraj Development Authority vide its Application No. _____ dated _____ and the Prayagraj Development Authority has granted the completion certificate vide its letter No. _____ for the same.

AND WHEREAS the purchaser/allottee has seen all documents pertaining to development plans and other title documents and after being fully satisfied the purchaser/allottee offered to purchase the aforesaid vended **Flat No. _____ on _____ Floor** having **Carpet Area = _____ Sq. Mtrs, Balcony Area = _____ Sq. Mtrs, Total Carpet Area = _____ Sq. Mtrs, Built-up area = _____ Sq. Ft or _____ Sq. Mtrs, Super Built-up area = _____ Sq. Ft or _____ Sq. Mtrs, Type _____ B.H.K, on _____ Floor in Phase '1'** of the Multi Storied residential complex Known as "**SAIDHAM KOHLI'S AVENUE**" which has been constructed over the **House No. 85A/108, Meerapatti, Prayagraj** with a total area admeasuring **8338.39 Sq. meters**, situated in Village – Chak Maidapatti,

Pargana and Tehsil – Sadar, Prayagraj fully described at the end of this deed and also shown to be bounded by red lines in the annexed site plan against a total sale consideration of **Rs. _____ .00 (Rupees _____ Only)** and the sale consideration offered by the purchaser/allottee being very reasonable and as per prevailing market value and therefore the seller/promoter have decided to sell the aforesaid apartment to the purchaser/allottee against a total sale consideration of **Rs. _____ .00 (Rupees _____ Only)** vide registered agreement to sell registered in the office of Sub-Registrar **Sadar-I Prayagraj, registered in Bahi No._____, Zild No. _____ in pages ____ to _____ at serial No. _____ dated _____.**

NOW THE PARTIES HERETO COVENANT AS UNDER:-

1. That the First Party Seller/Promoter hereby sells and alienates all its rights, title and interests in the vended **Flat No. _____ on _____ Floor** having **Carpet Area = _____ Sq. Mtrs, Balcony Area = _____ Sq. Mtrs, Total Carpet Area = _____ Sq. Mtrs, Built-up area = _____ Sq. Ft or _____ Sq. Mtrs, Super Built-up area = _____ Sq. Ft or _____ Sq. Mtrs, Type _____ B.H.K, on _____ Floor in Phase '1'** of the Multi Storied residential complex Known as "**SAIDHAM KOHLI'S AVENUE**" which has been constructed over the **House No. 85A/108, Meerapatti, Prayagraj** with a total area admeasuring of **8338.39 Sq. meters**, situated in Village – Chak Maidapatti, Pargana and Tehsil – Sadar, Prayagraj and the Purchaser/allottee purchase for a total sale consideration of **Rs. _____ .00 (Rupees _____ Only)** exclusive of all taxes and duties.
2. That the Second Party Purchaser/Allottee has paid the entire sale consideration **Rs. _____ .00 (Rupees _____ Only)** to the First Party Seller/Promoter namely Messer's "**SaiDham Kohli's Avenue**" as per the PAYMENT details mentioned at the foot of this deed and the first party acknowledges the receipt of the same.
3. The First Party Seller/Promoter hereby acknowledges the receipt of the entire sale consideration. Nothing remains due from Second Party Purchaser/Allottee in this regard.
4. That the First Party Seller/Promoter confirms that all standard quality of material has been used in the construction of the said building and Earthquake Resistant RCC framed structure designed by reputed/qualified structural architect/engineer.

5. That the Purchaser/allottee has examined the quality work of the said building/apartment and is fully satisfied with it. The Purchaser/allottee hereinafter shall not be entitled to raise any sort of dispute or claims regarding quality and workmanship of the said building/apartment.
6. That the Purchaser/allottee has scrutinized and satisfied himself about the right title and interest, encumbrance, right to construct on the said unit and also satisfied about the right to sell which is possessed by the Seller/Promoter and has also seen all the papers regarding the same.
7. That all the rights, title and interest of the First Party Seller/Promoter over the said Apartment has been transferred to the Second Party Purchaser/Allottee from today and the First Party Seller/Promoter ceases to have any concern with the said Apartment.
8. That the Second Party Purchaser/Allottee has become absolute owner of the said Apartment. He/She/They may use and enjoy the same in the manner He/She/They likes without interruption from any one. He/She/They may also get their name recorded in the relevant records.
9. That the said Apartment hereby sold is free from all encumbrances, charges litigations or court case and liens.
10. That the Second Party Purchaser/Allottee will not do any such act which may hamper the value of the building or damage the building in any manner.
11. That Second Party Purchaser/Allottee shall use the Apartment for residential purposes only and He/She/They shall not carry out any commercial activity.
12. That all the taxes of said Apartment hereby sold has been paid by the First Party Seller/Promoter up to this day and now it is the responsibilities of the Second Party Purchaser/Allottee to pay the same in future.
13. That the G.S.T has been paid by the Allottee and in case any tax from state govt. / central govt. is imposed in future on the basis of this sale deed is payable on the aforesaid unit transferred under this deed shall be borne and paid by the Allottee.
14. That the entire expenses for execution and registration of this deed including stamp duty, Court fees and other miscellaneous expenses shall be exclusively borne by the Purchaser/Allottee and the Seller/Promoter shall not be responsible for the same in

any manner whatsoever and in case any further stamp duty or penalty is levied then the same shall be liability of Purchaser/Allottee.

15. That the electricity connection of the project shall be got approved in the name of the residents welfare society and the installation of Transformer shall be done by the First Party Seller/Promoter at the cost of all the Purchasers/Allottees or all the Apartment owners divided between them as per their load requirements **and the second party has paid the same** and all the residents shall take their individual connection from the electricity department at their cost and shall compulsorily pay all the charges as per rules of the electricity department framed/being framed by the government in this regard without creating any liability on the first party Seller/Promoter.
16. That all the Apartment owners along with the Second Party Purchaser/Allottee shall form a society for maintenance of the said building, clearance of common places, sewer line and repairing and operation of submersible pump, Lift & Generator. In this event all the expenses shall be borne by all Allottees of the whole complex equally, every month to society from the date of execution & registration of sale deed. Even then if any Allottee do not reside himself or give it to some other person on hire basis. In case any Allottee fails to pay the said expenditure, the said society forfeits the benefit and facilities of the building and the Allottee **has paid** a security @25/- per sq. Feet of super built-up area to the society at the time of taking possession.
17. If any tax is imposed by the state/central government or any other charges are levied on the said Apartment from the state/central government, the same shall be paid by the Second Party/Purchaser to the First Party Seller.
18. That the Second Party Purchaser/Allottee shall have the right to use common passage, stair, parking & submersible pump, gen. set, park and lift etc, together with other Apartment owners of the said Housing Project.
19. That if due to any defect in the title of the First Party Seller/Promoter, the Vended property goes out of possession of Second Party purchaser/Allottee, in that event the First Party Seller/Promoter will be liable to get the defect removed from their title or will pay full compensation to the Second Party purchaser/Allottee as the case may be.
20. That the name of the entire project is "**SAIDHAM KOHLI'S AVENUE**" and the Allottee or occupier of the other unit shall not be entitled to change the name of the project under any circumstances.

- 21.** That the height of vended Apartment is from floor to ceiling of the purchasable Apartment.
- 22.** That the Allottee shall not be allowed to make any permanent or temporary structural changes in the elevation of the purchased Unit.
- 23.** That the proportionate share in the circulation area {which is left for common amenities} is excluded in the sold carpet area portion, Second Party Purchser/Allottee has no right to occupy or block staircase, and common passage in any circumstances and He/She/They shall have no right on said circulation area except usage amongst other Apartment owners of the building but the second party Allottee has paid the amount and stamp duty for the sale rights of the carpet area and usage rights of the common areas and exclusive usage rights of the balcony area and this total forms the super built-up area and the valuation of the Apartment for the purposes of payment of stamp duty the second party has paid the stamp duty on this deed accordingly and valuation has been done accordingly.
- 24.** That after execution of this deed the Allottee may get his name mutated in the relevant records of competent authority and other concerned authorities on the basis of this deed and the Seller/Promoter shall have no right to object in the matter. However, the Seller/Promoter shall cooperate with the Allottee for the said purpose, if the same is required by the Allottee.
- 25.** That the Allottee shall keep and maintain the sewer line including water passage and the sewer pipe running through his/ her/ their Unit and would not allow them to be choked up and damaged thereby causing inconvenience to the other owner/occupier of the other unit. Further the Allottee shall permit to the Seller or her nominees, agents or persons/ employees at all reasonable time to enter into the unit for the inspection and maintenance/ repairs.
- 26.** That the charges of electricity spent in common area and for common facilities will be paid by all the Apartment owners in a propionate ratio of their Apartments through the said Society.
- 27.** That the installation of generator, lift & submersible pump shall be done by the First Party Seller/Promoter but there after maintenance of the same, will be borne by all Apartment owners in their propionate ratio through the society.

28. That all the Apartment owners of block or the society formed by them will appoint a agency for the maintenance and Security of the apartment and will pay the expenses for the same.

29. That the Allottee agrees / binds himself to become a member of society / association.

30. That before transfer of the said unit either by Allottee or any of their transferee(s), the Allottee or any of their transferee(s) shall have to obtain the 'No Objection Certificate / No Dues Certificate' from the Maintenance Services/ Society/Seller, who are maintaining the aforesaid unit regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Allottee or any of his transferee(s) transfer the said unit without obtaining the said 'No Objection Certificate / No Dues Certificate' from the Maintenance Services/Society / Seller then in that event the new owner or owners of the said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the Maintenance Services/Authorized Agency/ Seller.

31. That Second Party Purchaser/Allottee shall have permanent facility of parking space equivalent to One car reserved in the parking space in floor as Parking No. provided in the building and the other parking spaces will be chargeable as per the Sellers policy. That if incase at any time hereinafter as a result of war, riots, earthquake, tidal, waves, flouts, fire and/or any act of God (Herein referred to as " the said Force Majure events") or in any circumstances the apartment falls down, in that case the Second Party Purchaser/Allottee shall be entitled to receive land according ratio of his portion.

32. That The Purchaser/Allottee(s) has exclusively borne the stamp duty @ 7% i.e. Rs. .00 out of which Rs. .00 has been already paid at the time of registered agreement to sell dated vide **E-Stamp Certificate No. IN-UP** and balance stamp duty Rs. .00 paying on the registration of this sale-deed.

33. That the Second Party Purchaser/Allottee shall be fully entitled to sell his Apartment if He/She/They likes in future.

DETAILS OF THE PAYMENTS

A. Rs. _____.00 (Rupees ____ Only) vide **Cheque No.** _____ dated _____ drawn on _____.

B. Rs. _____.00 (Rupees ____ Only) vide **Cheque No.** _____ dated _____ drawn on _____.

Total Payments Paid Rs. _____ (Rupees _____ Only) exclusive all taxes & duties.

DETAILS OF APARTMENT TO BE SOLD

Semi-Finished Flat No. _____ on _____ Floor having Carpet Area =
 _____ Sq. Mtrs, Balcony Area = _____ Sq. Mtrs, Total Carpet Area =
 _____ Sq. Mtrs, Built-up area = _____ Sq. Ft or _____ Sq. Mtrs,
 Super Built-up area = _____ Sq. Ft or _____ Sq. Mtrs, Type _____ B.H.K, on
 _____ Floor in Phase '1' of the Multi Storied residential complex Known as
"SAIDHAM KOHLI'S AVENUE" which has been constructed over the **House No. 85A/108,**
Meerapatti, Prayagraj with a total area admeasuring of **8338.39 Sq. meters**, situated in
 Village - Chak Maidapatti, Pargana and Tehsil - Sadar, Prayagraj.

BOUNDARY

East :
 West :
 North :
 South :

VALUATION FOR STAMP

"SaiDham Kohli's Avenue" which has been constructed over the **House No. 85A/108,**
Meerapatti, Prayagraj with a total area admeasuring of **8338.39 Sq. meters**, situated in
 Village - Chak Maidapatti, Pargana and Tehsil - Sadar, Prayagraj, which exists at **Serial No.**
 _____, **V. Code No.** _____ & **Page No.** _____ of Collectors rate list. The property is
 meant for residential purposes. In the First Phase it has developed **8338.39 Sq. Mtrs** with AND
 the total salable area in the Group housing is _____ Sq.Mtrs and the Super Built-up area
 of the vended Flat No. _____ is _____ Sq. Feet = _____ Sq. Mtrs.

THE VALUATION OF VENDED APARTMENT ACCORDING TO PRESCRIBED METHODS IS AS UNDER:-

Particular	Area/Sq Mtrs	Rate/Sq Mtrs	Total
Cost of Construction		22000	#VALUE!
Cost of Avg. Land		47000	#VALUE!
Total			#VALUE!
10% for corner charges			#VALUE!
Total			#VALUE!
25% of total cost for Common Amenities			#VALUE!
Grand Total			#VALUE!

That the valuation of the sold Flat i.e. **Rs. _____** but the Stamp is being paid on the Sale Consideration of the Apartment i.e. **Rs. _____ .00** which is equal to **Rs. _____ .00**. The stamp was paid **Rs. _____ .00** at the time of Registered Agreement AND remaining stamp of **Rs. _____ .00** has been paid through E-Stamp Certificate No. **IN-UP _____** dated **_____._____.2008**. According to Govt. Notification No. 2756/11 dated 30th June 2008 accordingly.

(Photograph "Sai Dham Kohli's Avenue")

IN WITNESS WHEREOF the parties have signed this deed of sale with their free will and without any coercion on the date, month and year first above written in presence of witnesses.

(First Party/Seller)

(Second Party/Allottee)

Witnesses:

1-

2-

Drafted by : _____

Typed by : _____