



### **SUMMARY OF DEED**

Date of Execution: -----	.... <sup>th</sup> day of ..... 2018
Mohalla: -----	Muir Road
Type of Land: -----	Residential
Type of property-----	Residential
Construction-----	Finished
Description of property: -----	Flat No. .... on ..... Floor
Carpet Area: -----	..... Sq. Mtrs.
Average Land: -----	..... Sq. Mtrs.
Road: -----	Code-....., Page-.....
Sale Consideration: -----	Rs. ..../-
Valuation: -----	Rs. ..../-
Paid stamp duty: -----	Rs. ..../-

## **SALE DEED**

**THIS SALE DEED** is made on this ..... day of .....

### **BY AND BETWEEN**

**M/s Shashwat Infraestate Pvt. Ltd.** (CIN No. U70102UP2010PTC041199) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at 37, Elgin Road, Civil Lines, Allahabad-211001(U.P) and its PAN is AAOCs4602F, represented by its authorized signatory Rajesh Kumar Gupta (Aadhar No. 464341627587, PAN ACLPG6466H, Mob No.9415218553) s/o Shri R.P. Gupta r/o 21/19, Mayo Road, Allahabad-211001 duly authorized vide board resolution dated 3.06.2016 hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

### **AND**

..... (Aadhar No. ...., PAN. ...., MOB No. ....) s/o ..... )  
w/o ..... r/o ..... (Hereinafter singly/jointly, as the case may be, referred to as the "**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.

### **WHEREAS THE PROMOTER DECLARES THAT**

- A.** The Promoter is in lawful possession of the Freehold land No.200A/72A situated in Muir Road, Tehsil-Sadar, City Allahabad, District Allahabad with a total area admeasuring of 3708.22 square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).
- B.** The First Party "Promoter" is the owner in possession of a plot area admeasuring 4540 Sq. Yards or 3795.44 Sq. Mtrs which is part portion of Nazul now Freehold Site No. A-10, Civil Station, Allahabad which is also a part portion of Bungalow {30 (OLD) then 72 then 200/72 Present No. 200A/72A, Muir Road, Allahabad by virtue of a registered sale deed dated 23-11-2013 executed by Mrs. Zora Margery Paul prior to marriage Zora Margery Drummond d/o Late Henry Drummond w/o Mr. V. V. Paul & Mrs. Maureen Hasan prior of marriage Maureen Drummond d/o Late Henry Drummond w/o Mr. Shariful Hasan both r/o 30, Muir Road, Allahabad area admeasuring 4540 Sq. Yards or 3795.44 Sq. mtrs. registered in Bahi

No. 1 Zild No. 8348 in pages 373 to 400 at serial No. 2887 dated 07-06-2014 and vide freehold deed dated 10-04-2015 registered with sub registrar Sadar I Allahabad in Bahi No. 1, Zild No. 8706 in pages 169 to 192 at serial no. 1646 dated 10-04-2015 executed by A.D.M. Nazul Allahabad on behalf of the Governor Uttar Pradesh, declared freehold an area 3708.22 Sq. meters out of applied 4540 Sq. Yards or 3795.44 Sq. Mtrs excluding the area 87.22 for road widening which is 8 feet wide on the Muir Road side as the part of Nazul now Freehold Plot No. A-10, Civil Station, Allahabad.

WHEREAS previously by virtue of Lease Deed dated 15-9-1914 executed between The Secretary of State for India in Council and Miss Maria Drummond residing at Faizabad (U.P.), the aforesaid Maria Drummond became lessee of Nazul Site No. Portion of A-10, Civil Station, Allahabad Area- 2 Acre 3939 Sq. Yards or 13619 Sq. Yards or 11386.85 Sq. Meter. The aforesaid Lease Deed dated 15-9-1914 is registered in Bahi No. I, Volume-366 on page-97 as document No. 1914 on 03-11-1914 in the office of Sub Registrar, Chail, Allahabad. The duration of aforesaid lease is for a period of 30 years with rights of two renewals of 30 years each w. e. f. 9-3-1914.

WHEREAS Miss Maria Drummond constructed a house over the aforesaid Nazul Site No. Portion of A-10, Civil Station, Allahabad and the said house was numbered as Municipal No.30, Muir Road, Allahabad by Nagar Mahapalika, Allahabad and thus Miss Maria Drummond was sole lessee of Nazul Site No. portion of A-10, Civil Station, Allahabad, Area- 13619 Sq. Yards or 11386.85 Sq. Mtrs. and owner of the building situated therein bearing Municipal No. 30, Muir Road, Allahabad. Her name was also recorded in relevant Nazul Property Register as well as relevant records of Nagar Mahapalika, Allahabad.

AND WHEREAS aforesaid Miss Maria Drummond during her life time executed Will dated 08-10-1938 and thereby bequeathed the aforesaid property Nazul Site No. portion of A-10, Civil Station, Allahabad, Area- 13619 Sq. Yards and building situated thereon bearing Municipal No. 30, Muir Road, Allahabad jointly in favour of Mr. Henry Drummond and Mr. John Eric Mark Drummond and thus after death of Miss Maria Drummond, the aforesaid Mr. Henry Drummond and Mr. John Eric Mark Drummond became lessees of aforesaid Nazul Site No. portion of A-10, Civil Station, Allahabad, Area- 13619 Sq. Yards and building situated thereon bearing Municipal No.30, Muir Road, Allahabad in equal share. The aforesaid Will dated 8-10-1938 was also probated by Hon'ble High Court, Allahabad by its order dated 25-03-1939 passed in Testamentary Suit No.4 of 1939. The Collector, Allahabad on behalf of Government of U.P. also executed Deed of Renewal of original lease dated 15-09-1914, on 17-

5-1957 which is regd. in Bahi No. I Zild 1061/1051AF on pages 287/403-407 at Sl. No. 1733 (original) and 1734 (Musanna) on 09-8-1957 in the Office of Sub Registrar, Chail, Allahabad regarding the aforesaid Nazul Site No. Portion of A-10, Civil Station, Allahabad area-13619 Sq. Yards in favour of aforesaid Mr. Henry Drummond and Mr. John Eric Mark Drummond.

AND WHEREAS Mr. Henry Drummond died leaving behind one son namely A. H. Drummond and two daughters namely the vendors Mrs. Zora Margery Paul and Mrs. Maureen Hasan as his heirs and legal representatives and thus Mr. A. H. Drummond and the vendors namely Mrs. Zora Margery Paul and Mrs. Maureen Hasan became Lessees/ Owners having 1/3rd share each in (one half) share of their father Mr. Henry Drummond in the aforesaid property Nazul Site No. portion of A-10, Civil Station, Allahabad, Area-13619 Sq. Yards and building situated thereon bearing Municipal No. 30, Muir Road, Allahabad.

AND WHEREAS by virtue of oral family arrangement arrived at amongst A.H. Drummond and the vendors namely Mr. Zora Margery Paul and Mrs. Maureen Hasan; Mr. A.H. Drummond became lessee/ owner of part of Nazul Site No. Portion of A-10, Civil Station, Muir Road, Allahabad Area-2269 Sq. Yards or 1897.11 Sq. Meter at the corner of Muir Road and Drummond Road, Allahabad and the building situated there on and the remaining Western portion of part of Nazul Site No. Portion of A-10 Area-4540 Sq. Yards or 3795.44 Sq. Meter, Civil Station, Allahabad and the building situated there on came to the share of vendors.

AND WHEREAS The aforesaid bungalow No. 30, Muir Road, Allahabad along with open land was renumbered as bungalow No.72, Muir Road, Allahabad and is presently numbered as bungalow No. 200A/72A, Muir Road, Allahabad and the names of the vendors are duly recorded in Nazul Property Register as well as in the relevant records of Nagar Nigam, Allahabad and thus the vendors are lessees now owners of part of Nazul now Freehold Site No. Portion of A-10, Civil Station, Allahabad Area- 4540 Sq. Yards or 3795.44 Sq. Meter, which is also part portion of Bungalow No. 30 (Old) then 72 then 200/72 and present Bungalow No. 200A/72A, Muir Road, Allahabad at present in the shape of open land fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan.

WHEREAS That the First Party Promoter wanted to develop the land into a housing colony consisting of few plots and one block of group housing colony, The Allahabad Development Authority has approved the said scheme vide A.D.A. demand note no.

11/□□□□□□/ (□□ □□ -2) □□□ -1/ □□□□□ □□□ /2015-16. dated 28/07/2016 and revised demand note Permit No. 11/ □□□□□□/ (□□ □□ -2) □□□ -1/ □□□□□ □□□ /2015-16. dated 19.01.2017 and has been sanctioned and released vide Permit No. 11/ □□□□□□/ (□□ □□ -2) □□□ -1/ □□□□□ □□□ /2015-16. Dated 23.08.2017 and the Promoter have decided to name the housing complex as “SAI DHAM NAKSHATRA”.

That Initially the Promoter has permitted construction of Residential Flats under Group Housing Scheme at present permissible FAR 1:1.50. Accordingly the Authority has accorded permission to construct Total 47 Flats [42 Flats +5 Plots] and 42 Flats are in form of (2 Bed room 4 Flats, 3 Bed room 4 Flats) on First Floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor and Six Flats (2 Bed room 3 Flats, 3 Bed room 3 Flats)] on the Sixth Floor.

The Promoter has further applied for construction against purchasable FAR of 0.75 and thus on sanction of construction against purchasable FAR, the Promoter shall construct few more Flats i.e. 2 Flats on Ground Floor and few Flats each on Seventh and Eighth Floor. And the Allottee has agreed to purchase the apartment under this agreement and he/she/they shall have no objection in this regard he/she/they has accorded his consent in this regard for the purposes of sub clause (ii) of clause 2 of section 14 of the Act to the Promoter without making any changes in the Allottees apartment hereby agreed to be sold except such minor changes or alterations as per the provisions of the Act.

**NOW THE PARTIES HERETO COVENANT AS UNDER:-**

1. **AND WHEREAS** Flat No. ...., having Carpet Area ..... Sq. Mtrs and Balcony Area ....., Total Carpet Area ..... Sq. Mtrs or Built up Area ..... Sq. Feet or ..... Sq. Mtrs and Super built-up area = ..... Sq. Feet or ..... Sq. Mtrs as per act situated on the part portion of .....Floor in Block “....” of the aforesaid Multistoried Residential Complex Known as “SAI DHAM NAKSHATRA” fully described at the end of this deed and is entitled to sell and receive sale consideration of the said flat hereby agreed to be sold.
2. That the Second Party/Purchaser has paid the entire sale consideration of **Rs. ..../- (Rupees ..... Only)** to the Second Party/Seller namely Messer’s **SAI DHAM NAKSHATRA** in the following manner:-

**A. Rs. ..../- (Rupees ..... Only) vide Cheque No. ...., dated .....**

**B. Rs. ..../- (Rupees ..... Only) vide Cheque No. .... of ....., ..... dated .....**

The First Party/Seller hereby acknowledges the receipt of the entire sale consideration.

Nothing remains due from Second Party/Purchaser in this regard.

3. The First Party/Seller hereby acknowledges the receipt of the entire sale consideration. Nothing remains due from Second Party/Purchaser in this regard.
4. That all the rights, title and interest of the First Party/Seller over the said Flat has been transferred to the Second Party/Purchaser from today and the First Party/Seller ceases to have any concern with the said Flat.
5. That the Second Party/Purchaser has become absolute owner of the said flat. He may use and enjoy the same in the manner they likes without interruption from any one. They may also get their name recorded in the relevant records.
6. That the said flat hereby sold is free from all encumbrances and charges and liens.
7. That the Second Party/Purchaser will not do any such act which may hamper the value of the building or damage the building in any manner.
8. That Second Party/Purchaser shall use the flat for residential purposes only and he shall not carry out any commercial activity.
9. That all the taxes of said flat hereby sold has been paid by the First Part/Seller up to this day and now it is the responsibility of the Second Party/Purchaser to pay the same in future.
10. Electric connection and their charges shall be borne by the Second Party/Purchaser of the said flat. The charges of installation of Transformer shall be done by the First Part/Seller at the cost of all the purchasers of all the Blocks divided between them as per their load requirements.
11. That the electricity connection of the project shall be got approved in the name of the residents welfare society at the cost of the first party and that all the residents shall take their individual connection from the electricity department at their cost ad 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.
12. That all the flat owners along with the Second Party/Purchaser 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 purchasers of the whole complex equally, every month to society, from the date of execution & registration of sale deed. Even then if any purchaser do not reside himself or give it to some other person on hire basis. In case any purchaser fails to pay the said expenditure, the said society forfeits the benefit and facilities of the building and the purchaser will pay a security @25/- per sq. Feet of super built-up area =Rs. 27,092/- to the society at the time of taking possession.

13. That all the present taxes have been paid by the Second Party/Purchaser, if any tax is imposed by the state/central government or any other charges are levied on the said flat from the state/central government, the same shall be paid by the Second Party/Purchaser to the first party seller.
14. That the Second Party/Purchaser shall have the right to use common passage, stair, parking, & submersible pump, gen. set, park and lift etc, together with other Flat owners of the said Housing Project.
15. That if due to any defect in the title of the First Party/Seller, the Vended property goes out of possession of Second Party/Purchaser, in that event the First Party/Seller will be liable to get the defect removed from their title or will pay full compensation to the Second Party/Purchaser as the case may be.
16. That the height of vended Flat is from floor to ceiling of the purchasable flat.
17. That the proportionate share in the circulation area {which is left for common amenities} is excluded in the sold portion, Second Party/Purchaser has no right to occupy or block staircase, and common passage in any circumstances and he shall have no right on said circulation area except usage amongst other Flat owners of the building.
18. That the top floor flat owner shall only have exclusive right to use their respective roof tops.
19. That the charges of electricity spent in common area and for common facilities will be paid by all the Flat owners Block wise in a propionate ratio of their flats through the said Society.
20. That the installation of generator, lift & submersible pump shall be done by the First Party/Seller, but there after maintenance of the same, will be borne by all Flat owners in their propionate ratio through the society.
21. That all the Flat owners of block or the society formed by them will appoint a Security guard for the maintenance and Security of the apartment and will pay the expenses for the same.
22. That Second Party/Purchaser shall have permanent facility of parking of one car and one two wheeler in slot size of size 4.5 meter X 2.5 Meter reserved in the parking space provided in



the building as per the parking plan of the First Party/Seller and the other parking spaces will be chargeable as per the Seller 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 Major events“ ) or in any circumstances the apartment fall down, in that case the Vendee Third Party shall be entitled to receive land according ratio of his portion.

23. That the Second Party/Purchaser shall be fully entitled to sell his property if he likes in future.

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.

#### **DETAILS OF FLAT TO BE SOLD**

**Finished Flat No.** ....., having **Carpet Area** ..... **Sq. Feet** or ..... **Sq. Mtrs** situated on the part of the ..... in Block ‘.....’ of aforesaid Multi Storied residential complex Known as “**SAI NAKSHATRA**” which shall be constructed over the aforesaid Freehold Site No. A-10, Civil Station, Allahabad which is also a part portion of Bungalow {30 (OLD) then 72 then 200/72 Present No. 200A/72A, Muir Road, Allahabad an area 3708.22 Sq. meters out of applied 4540 Sq. Yards or 3795.44 Sq. Mtrs excluding the area 87.22 for road widening which is 8 feet wide on the Muir Road side as the part of Nazul now Freehold Plot No. A-10, Civil Station, Allahabad.

**North :**

**South :**

**East :**

**West :**

**VALUATION FOR STAMP**

**Sai Dham Nakshatra** is situated on Muir Road, which exists at V. Code No. ....& Page No. .... of Collectors rate list. The property is meant for residential purposes. The total area of Group Housing is 3708.00 Sq.Mtrs. And the total Carpet area in the Group housing is ..... **Sq. Mtrs.** and the Carpet area of the vended Flat No..... is ..... **Sq. Feet = ..... Sq. Mtrs.**

The valuation of vended flat according to prescribed methods is as under:-

**Cost of Construction--** = **Rs.**

**Cost of Average Land--** = **Rs.**

**Total** = **Rs.**

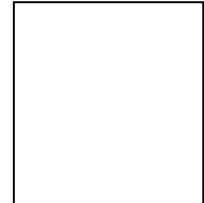
**Grand Total** = **Rs.**

That the valuation of the sold Flat is ...../- but the Stamp is being paid on the Sale Consideration of the Flat i.e. ...../- **which is equal to Rs. ....**/-Stamp of **Rs. ....**/- has been paid through E-Stamp certificate No. .... dated ..... According to Govt. Notification No. 2756/11 dated 30th June 2008 accordingly.

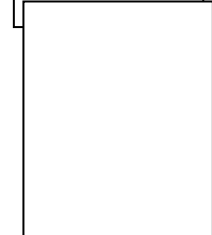
(Photo)

**Witnesses:**

Witness No. 1 –



Witness No. 2-



**(First Party/Seller)**

**(Second Party/Purchaser)**

**Drafted by:** Anil Kumar Shukla, Advocate

**Typed by:** Ashutosh Srivastava