

DRAFT FOR RERA REGISTRATION PURPOSES ONLY**PROPOSED SALE DEED**Short Description

1. Type of Land - Residential
2. Ward/Pargana - Arail
3. Mohalla/Village - Dhanuha, Prayagraj.
4. Description of Property (Property No.) - **Flat No.** ____ [__ BHK, Unit No. __, Tower-__]; Built up Area-____ Sq. Ft. ____ Sq. Meters and Carpet Area – ____ Sq. Ft. or ____ Sq. Meters; situated in the ____ Floor in Block '____' of Multistoried Residential Complex known as '**SUNSHINE IMPERIAL HEIGHTS**'; built over Arazi Nos. 18(Minjumala) and part of Arazi No.145; situated in village - Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj together with proportionate land.
5. Unit of Measurement (Hectare/Sq. Meter) - Square Meter
6. Proportionate Area of Property - ____ Sq. Meters
7. Situation of Road - 12 Meters wide Road.
8. Other Description (9 Meters Road/ Corner etc.) - More than 9 Meters Road
9. Type of Property - Residential Flat

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10. Total area of property - 16000 Sq. Meters
(in case of Multi story Building)
11. Total Built up Area - 44605.30 Sq. Meters
12. Status-Finished/Unfinished/Other - Finished
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) Value as per Circle Rate - Rs.
(III) Stamp Duty paid - Rs.

[3]

THIS INDENTURE made on this day of November, 2023

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.XXXX XXXX 0141)

Son of Late Jamuna Das, Resident of 17, Industrial Colony,
Naini, Prayagraj [Authorized vide Resolution dated of
Board of Directors.]

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

WHEREAS Himanshu Kesarwani Son of Mr. Sunil Kumar Kesarwani, resident of 593, Mutthiganj, Prayagraj (U.P.), Yasharth Kesarwani Son of Mr. Dinesh Kesarwani, resident of 326/167/20/1, Bai Ka Bagh, Prayagraj (U.P.), Shiv Balak Kesarwani Son of Late Lullur Prasad Kesarwani, resident of 326/167, Bai Ka Bagh, Prayagraj (U.P.), Bal Krishna Kesarwani Son of Mr. Shiv Balak Kesarwani, resident of 326/167, Bai Ka Bagh, Prayagraj (U.P.), Atul Kumar Agarwal Son of Mr. Bhagwan Agarwal, Akshay Agarwal Son of Mr. Atul Kumar Agarwal, both residents of 504/16/12, Elgin Road, 'VINAYAK GRAND'; Prayagraj (U.P.), Rajeev Kumar Son of Mr. Subhash Chandra Kesarwani and Smt. Smita Kesarwani Wife of Mr. Rajeev Kumar Both residents of 271, Mutthiganj, Prayagraj were owners in possession of Arazi No. 18(Minjumala), Area- 9930 Sq. Meters situated in Village- Dhanuha, Pargana – Arail, Tehsil-Karchhana, District- Prayagraj and their names were also recorded in the relevant record over the aforesaid Arazi.

AND WHEREAS similarly aforesaid Himanshu Kesarwani, Yesarth Kesarwani, Shiv Balak Kesarwani, Bal Krishna Kesarwani and Smt. Sarita Agarwal Wife of Sri Atul Kumar Agarwal, resident of 504/16/12, Elgin Road, 'VINAYAK GRAND'; Prayagraj (U.P.) Sanjeev Kumar Son of Mr. Subhash Chandra Kesarwani and Smt. Ruchi Kesarwani Wife of Mr. Sanjeev Kumar, Both residents of 271, Mutthiganj, Prayagraj were owners in possession of part of Arazi No. 145, Area- 9242 Sq. Meters situated in Village- Dhanuha, Pargana – Arail, Tehsil-Karchhana,

District- Prayagraj and their names were also recorded in the relevant record over the aforesaid Arazi.

AND THUS the aforesaid Himanshu Kesarwani, Yasharth Kesarwani, Shiv Balak Kesarwani, Bal Krishna Kesarwani, Atul Kumar Agarwal, Akshay Agarwal, Rajeev Kumar, Smt. Smita Kesarwani, Smt. Sarita Agarwal, Sanjeev Kumar and Smt. Ruchi Kesarwani were owners in possession of Arazi No. 18(Minjumala), Area- 9930 Sq. Meter and part of Arazi No. 145, Area- 9242 Sq. Meters; Total – 19172 Sq. Meters; both Araziyat situated in Village- Dhanuha, Pargana – Arail, Tehsil-Karchhana, District- Prayagraj.

AND WHEREAS the aforesaid owners Himanshu Kesarwani, Yasharth Kesarwani, Shiv Balak Kesarwani, Bal Krishna Kesarwani, Atul Kumar Agarwal, Akshay Agarwal, Rajeev Kumar, Smt. Smita Kesarwani, Smt. Sarita Agarwal, Sanjeev Kumar and Smt. Ruchi Kesarwani were interested to raise Residential Complex over aforesaid Arazi No. 18(Minjumala), Area- 9930 Sq. Meters and part of Arazi No. 145, Area- 6070 Sq. Meters; total Area – 16000 Sq. Meters; situated in Village- Dhanuha, Pargana – Arail, Tehsil-Karchhana, District- Prayagraj.

AND WHEREAS on the assurance of vendor's company HK Infrazone (PVT) Limited the aforesaid owners Himanshu Kesarwani, Yasharth Kesarwani, Shiv Balak Kesarwani, Bal Krishna Kesarwani, Atul

Kumar Agarwal, Akshay Agarwal, Rajeev Kumar, Smt. Smita Kesarwani, Smt. Sarita Agarwal, Sanjeev Kumar and Smt. Ruchi Kesarwani entered into Builder's Agreement with the vendor in respect of the aforesaid land Arazi No. 18(Minjumala), Area- 9930 Sq. Meters and part of Arazi No. 145, Area- 6070 Sq. Meters; total Area – 16000 Sq. Meters; situated in Village- Dhanuha, Pargana – Arail, Tehsil- Karchhana, District- Prayagraj vide Builder's Agreement dated 07.09.2022 which is registered in Bahi No.1, Zild No. 7992 on pages 163 to 216 at Sl. No. 10516 on 07.09.2022 in the Office of Sub Registrar- Karchhana, Prayagraj.

AND WHEREAS as per terms of aforesaid Builder's Agreement dated 07.09.2022 Building Plan to construct Multistoried Building over the aforesaid land was submitted by the vendor's company HK INFRAZONE (PVT) LIMITED before Prayagraj Development Authority, Prayagraj and Prayagraj Development Authority, Prayagraj sanctioned Affordable Housing Plan vide its permit No. Affordable Housing/02407/PDA/BP/22-23/0606/02052023 dated 25.10.2023 to construct the building over 16000 Sq. Meters. Land of aforesaid Arazi No. 18(Minjumala) and part of Arazi No. 145; situated in Village- Dhanuha, Pargana – Arail, Tehsil- Karchhana, District- Prayagraj. The vendor/ Promotor has also got registration the Project "SUNSHINE IMPERIAL HEIGHTS" with UPRERA; having its registration No..... on

AND WHEREAS the vendor's company HK INFRAZONE (PVT.) LIMITED has developed Multistoried Residential Complex known as "SUNSHINE IMPERIAL HEIGHTS" comprising 2(Two) Towers (Tower-1 and Tower-2) and in Tower-1, 3(Three) Blocks (Block-'A', Block-'B' and Block-'C') and in Tower-2, 3(Three) Block (Block-'D', Block-'E' and Block-'F') and in Tower-1, except Unit No.B05 of Block-'B', in Block-'A', Block-'B' and Block-'C', 14 (Fourteen) Floors (1st Floor, 2nd Floor, 3rd Floor, 4th Floor, 5th Floor, 6th Floor, 7th Floor, 8th Floor, 9th Floor, 10th Floor, 11th Floor, 12th Floor, 13th Floor and 14th Floor); however, in Unit No. B05 of Block-'B' only 13 (Thirteen) Floors as well as in Tower-2 in Block- 'D' 14(Fourteen) Floors and in Block -'E' and Block- 'F') 13 (Thirteen) Floors and 11 Shops on the Ground Floor in Tower-1 and Tower-2 as well as car parking on the Ground Floor/open space in each Tower over the aforesaid 16000 Sq. Meters land of aforesaid Arazi No. 18(Minjumala) and part of Arazi No. 145; situated in village Dhanuha, Pargana- Arail, Tehsil-Karchhana, District- Prayagraj. The vendor has also get completion certificate of the above project "SUNSHINE IMPERIAL HEIGHTS" for P.D.A., Prayagraj vide its letter No. dated

AND WHEREAS as clause 9 and 15 of the aforesaid registered Builder's Agreement dated 07.09.2022, the aforesaid owners Himanshu Kesarwani, Yasharth Kesarwani, Shiv Balak Kesarwani, Bal Krishna Kesarwani, Atul Kumar Agarwal, Akshay Agarwal, Rajeev Kumar, Smt. Smita Kesarwani, Smt. Sarita Agarwal, Sanjeev Kumar and Smt. Ruchi

Kesarwani on the one Part and the vendor's company HK INFRAZONE (PVT.) LIMITED on the other part mutually decided and earmarked the constructed saleable area along with proportionate land to be owned by the aforesaid owners and the constructed saleable area along with proportionate land to be owned by the vendor's company in the ratio of 35%: 75%. A Memorandum of Understanding was also reduced in writing on between them. As per aforesaid Builder's Agreement dated 07.09.2022 as well as Memorandum of Understanding dated, the vendor became exclusive owner of **Flat No.** _____ [____, Unit No.____, Tower-____]; Built up Area-_____ Sq. Ft. or _____ Sq. Meters and Carpet Area- _____ Sq. Ft. or ____Sq. Meters; situated on the ____ Floor in Block '____' of Multistoried Residential Complex known as "SUNSHINE IMPERIAL HEIGHTS"; built over Arazi No. 18(Minjumala) and part of Arazi No. 145; situated in village- Dhanuha, Pargana – Arail, Tehsil – Karchhana, District- Prayagraj together with proportionate land fully described at the end of this sale deed and also shown to be bounded by red lines in the annexed Plan.

AND WHEREAS the purchaser has received all documents pertaining to development plans and other title documents and after being fully satisfied the purchaser offered to purchase **Flat No.** _____ [____BHK, Unit No.____, Tower-____]; Built up Area-_____ Sq. Ft. or _____ Sq. Meters and Carpet Area- _____ Sq. Ft. or _____ Sq. Meters; situated on the ____ Floor in Block '____' of Multistoried Residential Complex known as "SUNSHINE IMPERIAL HEIGHTS"; built over Arazi No. 18(Minjumala) and part of

Arazi No. 145; situated in village- Dhanuha, Pargana – Arail, Tehsil – Karchhana, District- Prayagraj together with proportionate land fully described at the end of this sale deed and also shown to be bounded by red lines in the annexed Plan against a total sale consideration of Rs..... (Rupees) and the sale consideration offered by the purchaser is very reasonable and as per prevailing market value and therefore the vendor has decided to sell the said Flat to the purchaser against a total sale consideration of Rs..... (Rupees only).

NOW THIS SALE DEED WITNESSTH AS UNDER:

I. In consideration of Rs. (Rupees
only) paid by the purchaser to 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.** _____ [____BHK, Unit No.____, Tower-____]; Built up Area-_____ Sq. Ft. or _____ Sq. Meters and Carpet Area-_____ Sq. Ft. or _____ Sq. Meters; situated on the _____ Floor in Block '____' of Multistoried Residential Complex known as "SUNSHINE IMPERIAL HEIGHTS"; built over Arazi No. 18(Minjumala) and part of Arazi No. 145; situated in village- Dhanuha, Pargana – Arail, Tehsil – Karchhana, District- Prayagraj together with proportionate land fully described at the end of this sale deed and also shown to be bounded by red lines in the annexed Plan **UNTO THE PURCHASER TO HOLD THE SAME AS ABSOLUTE OWNER FOREVER** and the vendor has also delivered the possession of the vended Flat to the purchaser today.

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 purchaser without any hindrance from the vendor or any person claiming through/or under the vendor.
2. That the purchaser shall have permanent facility for parking of one car in the car parking on Ground Floor/ open space provided in the aforesaid multistoried residential complex.
3. That the purchaser shall be entitled to get his name mutated in the records of Nagar Nigam, Prayagraj 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 purchaser due to defect in title of the vendor, the vendor shall indemnify the purchaser of such losses.
6. That the purchaser shall use the Flat hereby sold only for Residential purposes. He 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 purchaser 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 purchaser 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 purchaser 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, upkeep 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 purchaser 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 its occupiers/purchasers. The purchaser 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 IMPERIAL HEIGHTS**. The

R.W.A./society that may be formed of owners of different units of **SUNSHINE IMPERIAL HEIGHTS**, 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 purchaser has already paid a sum which has 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 IMPERIAL HEIGHTS**.

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

13. That the vendor will at the cost of purchaser shall execute and do every such assurance, deeds or things that may be necessary for more perfectly assuring the title to the purchaser as and when required by the purchaser.

14. That the purchaser shall have to obtain N.O.C. from the **SINDHU INFRAESTATE (PVT.) LIMITED** or the R.W.A./Society Later formed by the owners of different Units of **SUNSHINE IMPERIAL HEIGHTS**, 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 purchaser shall be installed by purchaser himself at his own cost and he 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 purchaser.

16. That purchaser 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 purchaser, then all necessary permissions from the authorities (if any required) will be obtained by the purchaser directly at his 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 will be caused/ created in the Flat. The purchaser 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 purchaser shall abide by all laws, rules and regulation of the P.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 purchaser shall be liable to pay G.S.T. or any other property tax whatever will be imposed regarding the Flat hereby purchased by him as per Govt. policy.

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.	Date	Details of Payment	Amount in Rupees
1.			
2.			
3.			

SCHEDULE OF PROPERTY HEREBY SOLD

Residential **Flat No.** _____ [___BHK, Unit No.____, Tower-____]; Built up Area- _____ Sq. Ft. or _____ Sq. Meters and Carpet Area- _____ Sq. Ft. or _____ Sq. Meters; situated on the _____ Floor in Block '____' of Multistoried Residential Complex known as "SUNSHINE IMPERIAL HEIGHTS"; Total Area- 16000 Sq. Meters built over Arazi No. 18(Minjumala) and part of Arazi No. 145; situated in village- Dhanuha, Pargana – Arail, Tehsil – Karchhana, District- Prayagraj together with proportionate land and bounded as below:

North -

South -

East -

West -

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

Note: The Vended Flat is situated in Village- Dhanuha (Ardhanagariya) on 12 Ft. wide Road, given in Praroop-4 'V' Code- 0017, at page-60 in the circle rate fixed by Collector, Prayagraj for the year 2022-23 w.e.f. 02.12.2022.

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

Total land of Multi Storied Complex X Built up Area of Unit Sold
Proportionate Land = -----

Total Built up Area of Multi Storied Complex
16000 X 130.03
46.64 Sq. Mtrs. = ----- Sq. Mtrs.
44605.30

(i) Value of ____ Sq. Mtrs. Land
@ Rs. per Sq. Mtrs. = Rs.

(ii) Value of Construction, area – ____ Sq. Mtrs
@ Rs. per Sq. Mtrs. = Rs.

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

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Or Rs.

(iv) 23% additional charges for

Parking, Power Back up,

Community Hall, Swimming Pool,

Security Guard & Lift. = Rs.

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

Or Rs.

Stamp Duty of Rs. is payable on Rs. as per G.O. No. 2756/11 dated 30.6.2008 of U.P. Government.

Total Stamp Duty of Rs. is paid through e-Stamp bearing Certificate No. IN-UP..... dated

IN WITNESS WHEREOF we the vendor and the purchaser have signed and executed this deed of sale out of our own free will and accord in the presence of witnesses.

(Purchaser)

(Vendor)

WITNESSES:

1.

2.

Drafted by:

Typed by: