



**SUMMARY OF DEED**

Date of Execution:-----

Mohalla:-----

Drummond Road

Type of Land:-----

Residential

Type of property-----

Residential

Construction-----

Finished

Description of property:-----

Carpet Area: -----

.... Sq. Mtrs.

Average Land:-----

..... Sq. mtr.

Road:-----

Code-..., Page-....

Sale Consideration:-----

Rs. ....../-

Valuation:-----

Rs. ....../-

Paid stamp duty:-----

Rs. ....../-

**SALE DEED**

**THIS SALE DEED** is made on this 23<sup>th</sup> March 2018.

**BETWEEN**

**M/S Sai Dham Enclave (PAN No. ADAFS3750Q )** a partnership firm having its registered office at 12/16 Mayo Road, Allahabad through its Chief Executive Officer **Sri Rajesh Kumar Gupta (AADHAR No. 464341627587, PAN No. ACLPG6466H & Mob No. 9415218553)** S/o Shri R. P. Gupta, R/o 21/19 Mayo Road, Allahabad authorized vide Para No. 14, of Page No.11 of the register partnership deed registered with Sub registrar Sadar-I in Bahi No.4 Zild No. 432 Pages 87 to 122 at serial No. 183 dated 07.04.2016 . The firm has been registered with the Real Estate Regulatory Authority on 28.07.2017 and registration No. is **UPRERAPRM9264** and the Project Registration Certificate No. is **UPRERAPRJ8914** dated 09-08-2017. (hereinafter, called "**The Builder**") which expression will always mean and include its successors, nominees and assignees in whatsoever form on the other part).

(Hereinafter, jointly called "**The First Party - Seller**") which expression will always mean and include its successors, nominees and assignees in whatsoever form on the other part).

**AND**

..... (Aadhar No. ...., PAN No. .... & Mob No. ....) w/o .....r/o  
..... (Hereinafter called '**The Second Party - 'Purchaser**' which expression shall mean and include his heirs, successors, administrators and assigns).

**WHEREAS** The Secretary of State for India in Council executed a lease deed dated 9-8-1912 registered in Bahi No. 1 Zild No. 341 in pages 20 at serial No. 1264A on 10-9-1912 in favour of Shri ADVQ Blanket of Nazul Plot No. 18 Hastings Road, Civil Station, Allahabad having an area of 2 Acre 2750 Sq. Yards = 12425.00 Sq. Yards = 10388.54 Sq. Meters for a total term of 90 years.

**WHEREAS** District Magistrate Allahabad vide order dated 14-4-1959 transferred the said Nazul Plot No. 18 Hastings Road, Allahabad in favour of Smt. Sudha Chauhan and vide order dated 16-09-1961 a part portion of the said Nazul Plot No. 18, Hastings Road, Allahabad admeasuring 2563.00 Sq. Yards in favour of Shri Kashi Prasad Gupta vide sale deed dated 19-09-1961. Shri Kashi Prasad Gupta died and he was inherited by her daughter Smt. Sheela Gupta for his area of 2563.00 Sq. Yards.

**AND WHEREAS** vide lease deed dated 20-12-1991 the lease of the said plot was renewed in favour of Smt. Sheela Gupta and Smt. Sudha Chauhan.

**AND WHEREAS** Smt. Sheela Gupta applied for freehold a part portion of 950.74 Sq. Meters =1137.11 Sq. Yards out of her total area of 2563.00 Sq. Yards of Nazul Plot No. 18,

Hastings Road, Allahabad and it was allowed as Upvibhajit Freehold Nazul Plot No. 18/3 and was declared freehold vide freehold deed dated 31-3-2005 registered in Bahi No. 1 Zild No. 4989 in pages 119 to 152 at Serial No. 1933 dated 31-3-2005.

**AND WHEREAS** vide sale deeds executed by Smt. Sheela Gupta in favour of persons as per the following:-

- A. 109.41 Sq. Meters vide sale deed dated 8-11-2005 in favour of Smt. Rekha Pandey, Smt. Shalini Pandey and Smt. Neelam Pandey.
- B. 80.297 Sq. Meters vide sale deed dated 2-4-2005 in favour of Shi Ghanshyam Tripathi and Shri Vinod Tripathi.

**AND WHEREAS** now Smt. Sheela Gupta was left with an area of 761.033 Sq. Meters only. Smt. Sheela Gupta died on 26-7-2010 and she was inherited by her Son Shri Shantanu Rajvanshi and his name is recorded in the Nagar Nigam records as House No. 13 Old and 24 New, Drummond Road, Allahabad.

**AND WHEREAS** similarly Smt. Sheela Gupta nominated her Son Shri Shantanu Rajvanshi for freehold a part portion of 265.35 Sq. Meters out of her total area of 2563.00 Sq. Yards of Nazul Plot No. 18, Hastings Road, Allahabad and it was allowed as Upvibhajit Freehold Nazul Plot No. 18/4 and was declared freehold vide freehold deed dated 31-3-2005 registered in Bahi No. 1 Zild No. 4959 in pages 153 to 186 at Serial No. 1934 dated 31-3-2005.

**AND WHEREAS** Shri Shantanu Rajvanshi vide sale deed dated 04-12-2005 for an area 173.052 Sq. Meters out of 265.35 Sq. Meters in favour of Kumari Urmila Sharma d/o Late Jagdish Sharan Sharma and now Shri Shantanu Rajvanshi is left with 92.298 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/4, Drummond Road, Allahabad.

**AND NOW** Shri Shantanu Rajvanshi hereinafter called the land owner became the owner in possession of 92.298 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/4, Drummond Road, Allahabad and 761.033 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/3, Drummond Road, Allahabad and combined numbered as House No. 13 Old and 24 New, Drummond Road, Allahabad for total Area of **853.331 Sq. Meters**.

**AND WHEREAS** the land owner was interested to develop his property in a residential complex over their aforesaid plot measuring area 853.331 Sq. Meters (Eight Hundred Fifty Three point Three Hundred Thirty One Square Meters) which has been more fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan No.1 to this agreement.

**AND WHEREAS** the First Party Sellers approached the land owner namely and offered to develop the Residential complex as duly approved and sanctioned by the relevant Government authorities at the builders own risk, cost, investment and money over their aforesaid plot measuring area Eight Hundred Fifty Three point Three Hundred Thirty One Square Meters which has been more fully described at the end of this deed. The Builder is duly registered under the provisions of The Indian Partnership Act of 1932 registered with sub-registrar Sadar in Bahi No. 4 Zild No. 432 in pages 87 to 122 at serial No. 183 dated 07-04-2016 as well as under the Income Tax and its PAN No. is **ADAFS3750Q**.

**WHEREAS** the land owner namely Shri Shantanu Rajvanshi and M/s Sai Dham Enclave have entered into a registered Builder Agreement dated 09-01-2018, registered in Book No. I Zild No. 9843 in Pages 01 to 34 at Serial No. 128 on 10-01-2018 in the office of Sub-Registrar-I, Allahabad with respect to 92.298 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/4, Drummond Road, Allahabad and 761.033 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/3, Drummond Road, Allahabad and combined numbered as House No. 13 Old and 24 New, Drummond Road, Allahabad for total Area of 853.331 Sq. Meters of land having covered a covered area of **405.811 Sq. meters**.

**WHEREAS** M/s Sai Dham Enclave had got constructed independent residential units / independent floors over the aforesaid plot known as "**SAI DHAM ENCLAVE**".

**WHEREAS** by virtue of the said Builder Agreement, Independent Floors constructed on Plot No. P-2 in "**SAI DHAM ENCLAVE**", built over an area of **190.359** Sq. Meters of land and having a covered area of **95.956** sq. Mtrs which is part portion of **92.298** Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/4, Drummond Road, Allahabad and 761.033 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/3, Drummond Road, Allahabad and combined numbered as House No. 13 Old and 24 New, Drummond Road, Allahabad for total Area of ..... Sq. Meters. And having three Independent Floors each on Ground ,First and Second Floor in Plot No. P-2. The Independent Floor No. ..... on ..... Floor having Carpet Area ..... Sq. Feet = ..... Sq. Meters and having Super Built-up Area ..... sq. feet = ..... Sq. Meters is owned by the First Party Seller, who wanted to sell the said Independent Floor and the Second Party Purchaser being interested in purchasing the same and has offered a sum of **Rs. ...../- (Rupees ..... Lakhs only) exclusive all taxes & duties** which the offer being reasonable the Seller has accepted.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:**

1. That in consideration of **Rs. ..../- (Rupees ..... Lakhs only)** exclusive of all taxes & duties to be paid by the Purchaser to the Seller, the Seller does hereby agrees to transfer, convey, sell and assign to the Purchaser by way of absolute sale of **Independent Floor No..... on ..... Floor** in "SAI DHAM ENCLAVE", built over 92.298 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/4, Drummond Road, Allahabad and 761.033 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/3, Drummond Road, Allahabad and combined numbered as House No. 13 Old and 24 New, Drummond Road, Allahabad for total Area of ..... **Sq. Meters**. measuring about **Carpet Area ..... Sq. Feet = ..... Sq. Meters and having Super Built-up Area .....00 sq. feet = ..... Sq. Meters** more fully detailed at the foot of the deed to hold and enjoy the same as his/ her/ their property on the terms and conditions of this agreement to sell (hereinafter referred to as the "demised flat").
2. That the Purchaser has paid the entire sale consideration of **Rs. ..../- (Rupees .....Five Lakhs only)** exclusive of all taxes & duties to the Seller in the following manner:-
  - A. **Rs. ....00 (Rupees ..... Lakhs only)** vide Cheque No. ..... dated ..... .....**Bank, Civil Lines, Branch, Allahabad.**
  - B. **Rs. ....00 (Rupees ..... Lakhs only)** vide Cheque No. ..... dated ..... .....**Bank, Civil Lines, Branch, Allahabad.**
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 the Purchaser has examined the nature of construction and quality work of the unit and is fully satisfied with it. The Purchaser hereinafter shall not be entitled to raise any sort of dispute or claims regarding quality of the construction/ workmanship or anything or matter relating to or incidental to the construction etc., of the said floor.
5. That the Purchaser has scrutinized and satisfied himself about the right title and interest, encumbrance, right to construct on the said floor and also satisfied about the right to sell which is possessed by the Seller and has also seen all the papers regarding the same.
6. That all the rights, title and interest of the Seller over the said Independent Floor transferred to the Purchaser from today and the Purchaser ceases to have any concern with the said Independent Floor.
7. That the height of vended Unit from Floor up to the Ceiling of purchasable Independent Floor.

8. That the floor hereby sold is free from all sorts of encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Seller is pending in any Court of Law or with any authority.
9. That after purchasing the floor the owners shall form a society for maintenance of the common area and facilities, till the formation of society the Seller shall maintain the common area and facilities from corpus fund collected in this regard which shall be transferred to the society after its formation and registration before the competent authority.
10. That all the taxes or dues, in respect of the said floor up to the date of this deed shall be borne and paid by the Seller, while the taxes pertaining to the period after the date of this deed shall be borne and paid by the Purchaser.
11. That the Purchaser agrees to pay all taxes, charges, payable in respect of his floor to the State Government, Central Government or any other authorities empowered to impose the same.
12. That the Purchaser shall not store in his floor any goods of hazardous or combustible nature or which are so heavy as to effect the construction or structure of the floor.
13. That the Purchaser shall not use or cause to be used the demised floor or any portion thereof for any purpose whatsoever other than that for the residential purposes.
14. That after execution of this deed the Purchaser 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 shall have no right to object in the matter. However, the Seller shall cooperate with the Purchaser for the said purpose, if the same is required by the Purchaser.
15. That the Purchaser shall have no claim, right title or interest of any nature of any kind except of ingress or egress in respect of all or any of the common areas such as open spaces which shall be commonly used by the owners of the floors in the project.
16. That the Purchaser / Seller shall in no way or manner will be entitled to block the common areas such as entrances, exits of the garden, and in case he/she/they does so then the Seller/ Purchaser as well as the owner of the other floor shall have right to remove the constructions / obstruction forthwith at the cost of the Purchaser / Purchaser or his nominees.

17. That the electricity connection of the project shall be got approved in the name of the residents welfare society at the cost of the Seller and all the purchaser/Owner of the Independent Floor/Villas shall take their individual connection from the electricity department at their own cost and shall compulsory 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 Seller. That the installation of Transformer shall be done by the Seller at the cost of all the purchasers of the said project.
18. That the charges of electricity spent in common area and for common facilities will be paid by all the Purchaser/Owner in a proportionate ratio of their Independent Floor. That the installation of generator, lift & submersible pump shall be done by the Seller, but there after maintenance of the same will be borne by all the purchaser/owner in their proportionate ration.
19. That all the purchasers/owners of the said project or the society formed by them will appoint Security Guard/Guards for the maintenance for security of the projects and will pay the expenses for the same.
20. That the Purchaser shall keep and maintain the sewer line including water passage and the sewer pipe running through his/ her/ their floor and would not allow them to be choked up and damaged thereby causing inconvenience to the other owner/occupier of the other floor. Further the Purchaser shall permit to the Seller or her nominees, agents or persons/ employees at all reasonable time to enter into the floor for the inspection and maintenance/ repairs.
21. That the name of the entire project is "**SAI DHAM ENCLAVE**" and the Purchaser or occupier of the other floor shall not be entitled to change the name of the project under any circumstances.
22. That the Purchaser is bound to pay the amount of corpus fund i.e. @ 25/- sq. ft of Super built-up area i.e. Rs. 36,875/- to the builder/society and the Purchaser is bound to join the maintenance Society of "**SAI DHAM ENCLAVE**" and pay the proportionate maintenance charges to the Society regularly. That the purchaser shall have the right to use common passage, staircase parking area, submersible pump, generator and lift etc. together with other Purchasers/Owners of the "**SAI DHAM ENCLAE**".
23. That the Purchaser agrees / binds himself to become a member of society / association.
24. That the entire expenses for execution and registration of this deed including typing charges, stamp duty registration fees and other miscellaneous expenses shall be

exclusively borne by the Purchaser and the Seller 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.

25. That the Seller has handed over the vacant possession of the property mentioned above to the Purchaser with all her rights and privileges so far held and enjoyed by the Seller to HOLD and enjoy the same forever free from all encumbrances whatsoever.
26. That the top floor flat owner shall only have exclusive right to use their respective roof top.
27. That the Purchaser shall not be allowed to make any permanent or temporary structural changes in the elevation of the purchased floor.
28. That before transfer of the said floor either by Purchaser or any of their transferee(s), the Purchaser 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 floor regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Purchaser or any of his transferee(s) transfer the said floor 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.
29. That the Service tax & VAT has been paid by the purchaser and if 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 floor transferred under this deed shall be borne and paid by the Purchaser.
30. That this sale deed has been drafted by the undersigned as per instructions and documents provided by the parties for which they shall be responsible.
31. That the identification of the parties has been done on the basis of the documents provided by them.

**SCHEDULE OF PROPERTY**

**Independent Floor No. .... on ..... Floor in "SAI DHAM ENCLAVE", built over Plot No. P-2 in "SAI DHAM ENCLAVE", built over 92.298 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/4, Drummond Road, Allahabad and 761.033 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/3, Drummond Road, Allahabad and combined numbered as House No. 13 Old and 24 New, Drummond Road, Allahabad for total Area of **853.331 Sq. Meters** Measuring about **Carpet Area ..... Sq. Feet = ..... Sq. Meters and having Super Built-up Area .....00 sq. feet =****

..... **Sq. Meters** and indivisible prorate land area comes out to be  $190.359/3 = 63.45$  **Sq. Meters** and bounded as under:-

North :  
South :  
East :  
West :

**VALUATION FOR STAMP**

"SAI DHAM ENCLAVE", built over Plot No. P-2 in "SAI DHAM ENCLAVE", built over 92.298 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/4, Drummond Road, Allahabad and 761.033 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/3, Drummond Road, Allahabad and combined numbered as House No. 13 Old and 24 New, Drummond Road, Allahabad for total Area of **853.331 Sq. Meters** Measuring about **Carpet Area** ..... **Sq. Feet** = ..... **Sq. Meters** and **having Super Built-up Area** ..... **00 sq. feet** = ..... **Sq. Meters** and indivisible prorate land area comes out to be  $190.359/3 = 63.45$  **Sq. Meters**.

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

**Cost of Construction- ..... Sq.Mtrs. x ..... = Rs.**

**Cost of Average Land-- ..... Sq. Mtrs. x ..... = Rs.**

**Total = Rs.**

**9% Charges (Security, Lift & Power Backup) = Rs**

**Grand Total = Rs.**

Total valuation of the sold Independent Floor is **Rs. ....00** but the Stamp is being paid on the sale consideration of the independent floor is **Rs. ....00** which is equal to **Rs. ....00** Stamp of **Rs. ....00** has been paid through E-Stamp certificate No. ..... dated ..... according to Govt. Notification No. 2756/11 dated 30th June 2008 accordingly.

**{Photo of "SAI DHAM ENCLAVE" Independent Unit No. ....}**

IN WITNESS WHEREOF the parties have put their respective signatures on this DEED OF SALE on the date, month and year first above written in the presence of following witnesses.

**(SELLER)**

**(PURCHASER)**

**WITNESSES:**

1.



