

SUMMARY OF DEED

1. Nature of Land : Commercial
2. Ward/Pargana : Sadar - I
3. Mohalla : M.G. Marg, Civil Lines
4. Details of Property : Shop No. (..... Floor) in Multistoried Hotel Complex named as Sai Dham Landmark constructed over Freehold Nazul Site No. 40/2 Civil Station, Prayagraj (Bearing 7/5 LBS Marg, Prayagraj)
5. Unit of Measurement : Sq. Mts.
6. Area of Shop : Square Meters
7. Status of Road : Wide Internal Road
8. Type of Property : Commercial Shop/Service Apartment
9. Total Area of Land : Sq. Mtrs.
12. Sale Consideration : Rs.
13. Value of Property : Rs.
14. Stamp Duty Paid : Rs.

SALE DEED

This deed of sale is executed on the

BY AND BETWEEN

M/s Sai Dham Landmark, a partnership firm duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principal place of business at 12/16, Mayo Road, Prayagraj and its P.A.N. is ADIFS5962J being represented jointly by the partners namely **Shri Himanshu Kumar** (Aadhar No.7771-0180-9528, PAN- ABJPH5924J, Mobile No: 9415279618, Completion – Business) S/o Shri G. P. Singh, R/o Flat No. A-402, Mayan Enclave 49/13, Clive Road, Prayagraj and **Shri Abhay Narayan Pandey** (Aadhar No.8288-9358-0927, PAN- AJFPP1229C, Mobile No: 9335119434, Completion – Business) S/o Late Shri Sita Ram Pandey r/o 80-A Muir Road, Prayagraj.

(Hereinafter referred to as the "**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

1. _____ (Occupation: _____, Aadhar No. _____, Pan No. _____, Mob No. _____) s/o _____ r/o _____. Hereinafter singly/ jointly, as the case may be, referred to as the "**Purchaser**", 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. **AND Whereas** the Petitioners are the owners of the Freehold Site No. 40/2, Civil Station, Prayagraj (Prayagraj). That the Nazul Site No. 40, Civil Station, Prayagraj admeasuring 2 Acre 4594 Sq. Yards vide Registered Lease Deed dated 28.01.1989 executed on behalf of the State of Uttar Pradesh for a duration of 90 (30+30+30) years with effect from 02.05.1961 till 01.05.2051 in favour of the under mentioned lessees :-

- A. Shri Subhash Chandra Mookerjee, S/o Late H. C. Mookerjee.
- B. Shri Dr. Sameer Chandra Mookerjee, S/o Late H. C. Mookerjee.
- C. Shri Suhrid Chandra Mookerjee, S/o Late H. C. Mookerjee.
- D. Shri Subir Chandra Mookerjee, S/o Late H. C. Mookerjee.

E. Shri Satyendra Chandra Mookerjee, S/o Late H. C. Mookerjee.

The aforesaid Registered Lease Deed dated 28.01.1989 was registered in the Office of the Sub-Registrar, Chail, Prayagraj on 30.12.1990 in Bahi No.1, Zild No. 3134, Serial No. 6828 at Pages 27 to 34. The aforesaid Nazul Site No. 40, Civil Station, Prayagraj was situated at the south-east corner of the intersection of Stanley Road and Elgin Road (Lal Bahadur Shastri Marg).

B. AND Whereas the duration of the first 30 years of the lease of the Nazul Site No. 40, Civil Station, Prayagraj expired on 01.05.1991 and in the meanwhile Shri Subhash Chandra Mookerjee and Dr. Sameer Chandra Mookerjee, two of the co-lessees died, as such the lease holds rights in respect of the Nazul Site No. 40, Civil Station, Prayagraj were extended for the second duration of 30 (Thirty) years vide Registered Extension Lease Deed dated 31.12.1996 with effect from 02.05.1991 till 01.05.2021, in favour of the under mentioned co-lessees :-

- A. Smt. Aaroti Mookerjee, W/o Late Subhash Chandra Mookerjee;
- B. Smt. Dr. MadhumitaGanguli, D/o Late Subhash Chandra Mookerjee;
- C. Dr. Sarvajit Mookerjee, D/o Late Subhash Chandra Mookerjee;
- D. Smt. Dr. Deepshikha Baneerjee, D/o Late Subhash Chandra Mookerjee;
- E. Smt. Majula Mookerjee, W/o Late Dr. Sameer Mookerjee;
- F. Shri Sanjoy Mookerjee, S/o Late Dr. Sameer Mookerjee;
- G. Shri Sandip Mookerjee, S/o Late Dr. Sameer Mookerjee;
- H. Shri Suhrid Chandra Mookerjee, S/o Late H. C. Mookerjee;
- I. Shri Subir Chandra Mookerjee, S/o Late H. C. Mookerjee;
- J. Shri Satyendra Chandra Mookerjee, S/o Late H. C. Mookerjee;

The aforesaid Registered Extension Lease Deed dated 31.12.1996 was registered in the Office of the Sub-Registrar, Sadar, Prayagraj on 01.02.1997 in Book No. 1, Zild No. 940, Serial No. 327 at Pages 213 to 228.

- (i) That an oral family settlement was effected in the year 1996/1997 between all the aforesaid co-lessees in respect of the aforesaid Nazul Site No. 40, Civil Station, Prayagraj of total land area admeasuring 2 Acres and 4,594 sq. yards.
- (ii) That in accordance with the aforesaid Family Settlement, the Nazul Site No. 40, Civil Station, Prayagraj admeasuring 2 Acres 4,594 sq. yards (i.e. 14,274 sq. yards) was divided into under mentioned 5 portions.
 - The Portion No.1 admeasuring 2,393.17 sq. yards fell into the share of Smt. Aaroti Mookerjee, Dr. (Smt.) MadhumitaGanguli, Dr. Sarvajit Mookerjee and Dr. (Smt.) Deepshikha Baneerjee all legal heirs of Late Subhash Chandra Mookerjee;

And

- The Portion No.2 admeasuring 1,684.29 sq. yards fell into the share of the Smt. Manjula Mookerjee, Shri Sanjoy Mookerjee and Shri Sandip Mookerjee, all legal heirs of Dr. Sameer Chandra Mookerjee; **And**
- The Portion No.3 admeasuring 3,519.17 sq. yards fell into the share of Shri Suhrid Chandra Mookerjee. **And**
- The Portion No.4 admeasuring 4,949.14 sq. yards fell into the share of Shri Subir Chandra Mookerjee; **And**
- The Portion No.5 admeasuring 1,728.23 sq. yards fell into the share of Shri Satyendra Chandra Mookerjee.

(iii) That accordingly all the aforesaid co-lessees moved before the Nagar Mahapalika, Prayagraj for allowing the co-lessees to divide and partition the Nazul Site No. 40, Civil Station, Prayagraj into the aforesaid plots by metes and bounds and submitted a Partition Map earmarking the aforesaid five plots which fell into the share of the aforesaid respective co-lessees and in turn the Mukhya Nagar Adhikari, Prayagraj sought the approval of the District Magistrate/Collector, Prayagraj.

(iv) That the District Magistrate, Prayagraj vide Letter No. 108(2)/Nazul/Si.La-8/1/97-98 dated 08.08.1997 addressed to the Mukhya Nagar Adhikari, Nagar Mahapalika, Prayagraj informed that the proposal for the division and partition of the aforesaid Nazul Site No. 40, Civil Station, Prayagraj into 5 plots has been approved by the State of U. P. vide Order No. 842/9-AA-4-97-145N/97 dated 20.05.1997 in favour of the under mentioned :-

- The Nazul Site No. 40/1, Civil Station, Prayagraj admeasuring 2,393.17 sq. yards in favour of Smt. Arati Mookerjee, Dr. (Smt.) MadhumitaGanguli, Dr. Sarvajit Mookerjee and Dr. (Smt.) Deepshikha Baneerjee; **And**
- The Nazul Site No. 40/2, Civil Station, Prayagraj admeasuring 1,684.29 sq. yards in favour of Smt. Manjula Mookerjee, Shri Sanjoy Mookerjee and Shri Sandip Mookerjee; **And**
- The Nazul Site No. 40/3, Civil Station, Prayagraj admeasuring 3,519.17 sq. yards in favour of Shri Suhrid Chandra Mookerjee. **And**
- The Nazul Site No. 40/4, Civil Station, Prayagraj admeasuring 4,949.14 sq. yards in favour of Shri Subir Chandra Mookerjee; **And**
- The Nazul Site No. 40/5, Civil Station, Prayagraj admeasuring 1,728.23 sq. yards in favour of Shri Satyendra Chandra Mookerjee.

- (v) That accordingly Smt. Manjula Mookerjee, Shri Sanjoy Mookerjee and Shri Sandip Mookerjee became the co-lessees of Nazul Site No. 40/2, Civil Station, Prayagraj admeasuring 1,684.29 sq. yards.
- (vi) That it is pertinent to state here that the Nazul Site No. 40/2, Civil Station, Prayagraj was abutting only Lal Bahadur Shastri Marg (Elgin Road) and the same was/is not a corner plot. The boundaries of the Nazul Site No. 40/2, Civil Station, Prayagraj are as under mentioned :
- North : Lal Bahadur Shastri Marg (Elgin Road).
 South : Site No. 40/3, Civil Station, Prayagraj.
 East : Site No. 40/5, Civil Station, Prayagraj.
 West : Site No. 40/1, Civil Station, Prayagraj.
- (vii) That the aforesaid lessees of the Nazul Site No. 40/2, Civil Station, Prayagraj Shri Sanjoy Mookerjee, Smt. Manjula Mookerjee and Shri Sandip Mookerjee executed the Registered Sale Deed dated 13.03.2008 in respect of the Nazul Site No. 40/2, Civil Station, Prayagraj admeasuring 1,408.23 sq. meters (i.e. 1,684.29 sq. yards) in favour of Shri Santosh Kumar Agarwal along with his son, Shri Nitin Agarwal.
- (viii) The aforesaid Registered Sale Deed dated 13.03.2008 is registered in the Office of the Sub-Registrar, Sadar, Prayagraj on 13.03.2008 in Bahi No.1, Zild No.5921, Serial No. 1015 at Pages 95 to 274.
- (ix) That Shri Santosh Kumar Agarwal and Shri Nitin Agarwal applied before the District Magistrate, Prayagraj for conversion of the Nazul Site No. 40/2, Civil Station, Prayagraj admeasuring 1,408.23 sq. meters (i.e. 1,684.29 sq. yards) into freehold vide Freehold Application No. 3687 dated 29.06.2010 after depositing Rs. 21,29,950/- vide Treasury Challan No. 495 dated 28.06.2010 towards 25% of the self-valuation amount towards the freehold conversion charges.
- (x) That Shri Santosh Kumar Agarwal died on 18.11.2012 and accordingly the aforesaid Nazul Site No. 40/2, Civil Station, Prayagraj devolved upon his three children, being two sons namely Shri Naveen Agarwal and Shri Nitin Agarwal and one daughter Ms. Neha Agarwal.
 The family membership Registration Certificate No. 45313900254 dated 05.06.2013 was issued confirming that Shri Naveen Agarwal, Shri Nitin Agarwal and Ms. Neha Agarwal were the only legal heirs of Late Santosh Kumar Agarwal.
- (xi) That Shri Nitin Agarwal relinquished his 16.6% of his right, title and interest in the aforesaid Nazul Site No. 40/2, Civil Station, Prayagraj, which had devolved upon him on account of the death of his father, Late Santosh Kumar Agarwal in favour of his brother

and sister, namely Shri Naveen Agarwal and Ms. Neha Agarwal and accordingly the Petitioners agreed to hold the Nazul Site No. 40/2, Civil Station, Prayagraj in the following ratio:-

- A. Shri Naveen Agarwal: 25%; **and**
- B. Shri Nitin Agarwal: 50%; **and**
- C. Miss. Neha Agarwal: 25%.

- (xii)** AND WHEREAS as per the mutual agreements between the Land Owners and the Promoter upon the pursuance of the promoter the Final Demand Notice No. 50/Nazul-SNC-3687/2010/Freehold- 2017-18 dated 05.10.2017 for an amount of Rs. 2,27,29,153.61 (Rupees Two Crores Twenty Seven Lakhs Twenty Nine Thousand One Hundred Fifty Three and Paise Sixty One Only) was issued to the Petitioners on behalf of the District Magistrate, Prayagraj towards freehold charges for conversion of the Nazul Site No. 40/2, Civil Station, Prayagraj into freehold.
- (xiii)** That accordingly in compliance of the aforesaid Final Demand Notice dated 05.10.2017 the entire amount of Rs. 2,27,29,153.61 (Rupees Two Crores Twenty Seven Lakhs Twenty Nine Thousand One Hundred Fifty Three and Paise Sixty One Only) was deposited on behalf of the land owners was deposited by the promoter vide Treasury Challan No. A-110001 dated 09.10.2017 towards Freehold charges for conversion of the Nazul Site No. 40/2, Civil Station, Prayagraj into freehold.
- (xiv)** That the Registered Freehold Deed dated 29.12.2017 in respect of the Nazul Site No. 40/2, Civil Station, Prayagraj admeasuring 1,293.34 sq. meters (out of applied 1,408.23 sq. meters after deducting 114.89 sq. meters towards road widening of Lal Bahadur Shastri Marg (Elgin Road)) was executed on behalf of the State of U. P. in favour of Shri Naveen Agarwal, Shri Nitin Agarwal and Ms. Neha Agarwal (Hereinafter called the land Owners) and the aforesaid Registered Freehold Deed dated 29.12.2017 is registered in the Office of the Sub-Registrar, Sadar, Prayagraj on 04.01.2018 in Bahi No. 1, Zild No. 9838, Serial No. 62 at Pages 97 to 120. The boundaries of the Nazul Site No. 40/2, Civil Station, Prayagraj as recorded in the aforesaid Registered Freehold Deed dated 29.12.2017 are as under mentioned:

North : Lal Bahadur Shastri Marg (Elgin Road).
South : Site No. 40/3, Civil Station, Prayagraj.
East : Site No. 40/5, Civil Station, Prayagraj.
West : Site No. 40/1, Civil Station, Prayagraj.

- C.** AND WHEREAS the Promoter had also applied with Prayagraj Development Authority, Prayagraj for the approval of maps for the proposed construction on the said property and the Prayagraj Development Authority, Prayagraj after the deposit of the demand note No. **104/Pra0/Aa0/(Ta0Sa0-2)/Zone-1/Prasta0/2018-19** dated **08-10-2018** of Rs. **30,75,333/-** (Rupees Thirty Lakhs Seventy Five Thousand Three Hundred Thirty Three only) vide Cheque No. 000091 dated 29-09-2018 from Kotak Mahindra Bank and acknowledged by A.D.A vide receipt No. 9970/10 book no. 10335 dated 15-10-2018 by the promoter and completing other required and necessary formalities A.D.A now Prayagraj Development Authority had sanctioned and released the maps for the proposed construction for the multi storied Hotel complex on the said property vide Building permit No. **104/Pra.Aa(Ta.Sa.-2)/Zone-1/Prast./2017-18** dated **28-03-2019**.
- D.** AND WHEREAS in furtherance of the agreement reached between the parties, the Land Owners had agreed to grant, transfer, convey and assign to the builder, Development Rights (as hereinafter defined) over the Project Site (as hereinafter defined) with other rights, easements and privileges appurtenant over the Project Site, in such manner and on such terms and conditions as contained hereinafter and the builder had agreed to Develop the project Site, as per the terms and conditions set out herein and now this formal Joint Developers Agreement is being executed between the parties dated 25-09-2020 is registered in the Office of the Sub-Registrar, Sadar, Prayagraj on 29-09-2020 dated in Bahi No. 1, Zild No. 11144, Serial No. 4283 at Pages 1 to 134.
- E.** And after entering the Joint Developers Agreement on the said land the promoter started constructing the Hotel Complex as per the sanctioned Plan and the promoter is entitled to enter this agreement to sell and receive sale consideration of the said Shop/Service Apartment/Hotel/Restaurant hereby agreed to be sold as per its proposed payment plan as this unit had fallen to the share of the promoter as per the registered Joint Developers Agreement is being executed between the parties dated 25-09-2020 is registered in the Office of the Sub-Registrar, Sadar, Prayagraj on 29-09-2020 dated in Bahi No. 1, Zild No. 11144, Serial No. 4283 at Pages 1 to 134 .
- F.** The Promoter has been registered with the Real Estate Regulatory Authority on and registration No. is and the Project Registration Certificate No. isdated

- G. That the promoter has further apply for completion certificate in Prayagraj Development Authority vide its application number Dated and the said authority has been granted the completion certificate vide its letter no. dated
- H. **WHEREAS** the Second Party Purchaser had offered to purchase the aforesaid **Shop/Hotel/Service Apartment No.....having Carpet Area00 Sq. Feet or Sq. Mtrs** situated on the part portion of **Floor** for a total sale consideration of **Rs./- (RupeesOnly)** exclusive of all Taxes & Duties in the aforesaid Commercial Complex Known as “**SAI DHAM LANDMARK**” fully described at the end of this deed and the sale consideration offered by the Purchaser being very reasonable as per prevailing market rates and pursuant to that the Promoter/First Party has executed the registered agreement to sell dated----- registered with Sub-registrar Sadar-I in Bahi No. ----- Zild No. ----- at pages----- to ----- at serial No. ----- dated----- and since now the building is complete in all respects and the authority has granted the completion certificate to this effect and now the promoter/first party is authorized to execute the sale deed of the said unit for a sale consideration of **Rs./- (Rupees Only)**.THE FIRST PARTY/PROMOTER shall sell the said Shop/Hotel/Service Apartment to the purchaser and the purchaser shall purchase the said Shop/Hotel/Service Apartment as here-in-after enumerated:-

NOW THE PARTIES HERETO COVENANT AS UNDER:-

1. That the promoter shall sell and the Purchaser shall purchase the **Shop/Hotel/Service Apartment No., having Carpet Area00 Sq. Feet or Sq. Mtrs** and super built-up area = **Sq. feet or Sq. Mtrs** situated on the part of**Floor** of aforesaid multi stories Hotel complex which is constructed by the aforesaid First Party/Promoter over the land of Freehold Nazul plot no. 40/2 Civil Station, Prayagraj bearing Municipal No. 7/5 Lal Bahadur Shastri Marg, Prayagraj for a total sale consideration of **Rs./- (Rupees Only)** exclusive of all taxes and duties.
2. That the Second Party/Purchaser has paid the entire sale consideration of **Rs./- (RupeesOnly)** to the First Party/Promoter as per followings.
 - A. **Rs./- (Rupees Only)** vide Cheque No.dated,
 - B. **Rs./- (Rupees Only)** vide Cheque No.dated,
3. That all the above A/c Payee cheques and any cheques of GST or any other tax shall be subject of clearance. If the said cheques or any Cheque/cheques are bounced and for the reason of insufficient

fund and/or difference in signature and or for any other reasons, the sale deed executed today shall automatically stand cancelled without any written information to purchaser and shall be punishable under law of Negotiable Instrument Act and Interest and Penalty both shall be payable by the purchaser to the promoter for the payment of the said A/c Payee cheques failing which the amount paid by purchaser shall stand forfeited and promoter may sell the said office to anyone who so ever,

4. That the promoter has handed over the actual physical possession of the vended vacant Shop/Hotel/Service Apartment No. On Floor to the Purchaser and have put them in actual possession of the same on the execution and registration of the sale deed i.e. today.
5. That the Purchaser has become absolute owner of the vended Shop/Hotel/Service Apartment and shall be entitled to use and enjoy the same in the manner it likes without interruption from any one from promoters side for commercial use from the day of execution of sale deed. Purchaser shall also be entitled to get its name recorded in the relevant records after sale deed.
6. That the promoter hereby declare that all the rights, title interest, ownership which the promoters own and possess in the said vended Shop/Hotel/Service Apartment has been transferred to the purchaser on the day of execution of sale deed and the promoters shall cease to have any right, title and interest and ownership with the said Shop/Hotel/Service Apartment from the day and date of the sale deed.
7. That the purchaser second party has been given the right to commonly use the common passage, staircase, and basement parking for cars and scooter among other owners of the commercial complex from the execution of the said sale deed but shall not become the owner of the same in any manner and also purchaser/ second party shall use water supply of the functioning submersible pump of the commercial building.
8. That all the taxes and charges whatsoever to Nagar Nigam, Allahabad and Jal Sansthan or any other authority up to the date of execution of sale deed shall be payable by the promoters alone and from the date of the execution of sale deed and onwards it will be the liability of the purchaser to pay all the taxes, charges and dues as required in law.
9. That the purchaser is entitled to get its names mutated over the aforesaid Shop/Hotel/Service Apartment in aforesaid Hotel Complex **Sai Dham Landmark** in relevant records.
10. That the purchaser shall not be entitled to fix A.C. units and V-Sets on the top of roof of the building and shall also not be entitled to go on the top of the roof and shall not become the owner in any manner as the roof top is part of the hotel only situated on the ground and first Floor. The second party shall be entitled to put their board/ signage in front of the vended Shop/Hotel/Service Apartment only.
11. That the purchaser shall not be entitled to change the elevation of the building.
12. That the purchasers shall not be entitled to do any type of business, which creates problems and nuisance to the other owners/ society members of the commercial complex such as sale of liquor, wine shop, egg shop, fish shop, ganja, bhang, meat shop, automobile, etc. at any cost. Furthermore the

second party may also use the said Shop/Hotel/Service Apartment for cultural activities but the second party may use it within sound proof manner failing which the second party shall be liable and responsible for any nuisance and any disturbance to other office owners and then he will have to close such activity failing which he shall pay the penalty till the closer of such activity.

13. That the second party undertakes not to change structural design/ construction nor will he be entitled to remove any wall etc. neither creates any openings in the walls in the premises hereby sold to them.
14. That the second party will not open doors or windows creating any kind of hindrance, and shall not occupy and shall not have any construction/ obstruction on the common passage so that no inconvenience is caused to any person after sale deed otherwise they will pay the penalty whatsoever.
15. That the purchaser hereby declares that he will regularly and without fail pay the charges of maintenance for the hotel complex, maintenance of common amenities and facilities as may be decided by Sai Dham Padam Tower and society and such charges will be payable from the date which may be decided by Sai Dham Padam Tower. The purchaser will pay such amount per month towards maintenance and operation of lift, water supply pump, expenses for deploying security guards, sweeper and maintenance of common area and common passage and such amount shall be payable from the date of "physical possession of said property". In the event of any owner do not do business by himself and gives it to some other person on hire basis after sale deed, the concerned purchaser shall be responsible for paying the maintenance charges.
16. That on failure of the purchaser to pay proportionate charges for maintenance of the multi storied complex, maintenance of common amenities and facilities, as may be decided by the promoters and society in respect of the premises purchased herewith by the purchaser, the promoters or the aforesaid society shall be entitled to recover the same; together with interest @ 18% per annum as damages. Besides this Sai Dham Padam Tower and the society shall be entitled to deprive the purchaser from use and enjoyment of common amenities and common facilities provided in the multistoried complex until payment of aforesaid damages and charges.
17. That the purchaser shall abide by all laws, rules and regulations of the ADA/Local Bodies and of the proposed body corporate association of the purchasers (as and when formed), and shall be responsible for the deviations, violations of breach of any of the conditions of law/ bye-laws or rules and regulations with penalty.
18. That in case of any natural calamity or beyond human control, the said building is raged to the ground; in that case the purchaser shall be entitled to get proportionate area of land.
19. That the electric connection and their charges shall be borne by the Purchaser of the Shop/Hotel/Service Apartment. The installation of Transformer and Generator along with common electric meter shall be the responsibility of the first party Promoter to get the electric development

and its related work executed and all the expenses shall be borne by the second party only as per his load requirement on prorata basis.

20. That the purchaser shall have no right to construct, occupy and block staircase, common passage, rooftop, any common area in any circumstances. If the purchaser does not follow this, he shall have to pay the penalty, whatsoever and shall have to remove the obstruction on its own cost without any failure, failing which the purchaser shall solely be responsible for it.
21. That the wall of all sides of the Shop/Hotel/Service Apartment has been included in the area of the vended property, half thickness of the common wall has been taken into account wherever applicable or as the case may be.
22. That the purchaser second party shall not do any such act which may finish the value of the building or damage the walls, floor and ceiling in any manner.
23. That the purchaser second party shall be given the right to do the interiors of the vended Shop/Hotel/Service Apartment including wood work, glass, fiber, Pop, Aluminum partition etc. without causing any harm or alteration to the civil structure/ walls of the vended Shop/Hotel/Service Apartment or the building.
24. That the purchaser is fully satisfied in respect of the title and he has also searched all the records in respect of title. Even due to any defect in the title of the promoter first party, the vended property either in whole or part goes out of possession of the purchaser, its heirs, successors and assigns, in that event the First Party Promoter shall be liable to pay the loss etc., but this responsibility for the first party goes up to one year from the day and date of the execution of the sale deed so the purchaser shall within one year from the date of execution sale deed shall get its name mutated in the relevant departments, failing which the purchaser shall personally be responsible for any loss regarding title and mutation.
25. That the stamp duty charges, registration charges, GST and penalty and interest if any or any other taxes/ charges regarding the sale deed of the said office, shall be borne by the second party the purchaser, failing which the second party shall be liable and responsible for it in future.
26. That if there is any deficiency in paying the stamp duty charges of the said office, it shall only be paid by the second party/ purchaser. The first parties shall have no liabilities regarding the payment of stamp duty charges in future if demanded and required by concerned authorities.
27. That stamp duty charges have been paid Rs. ----- by the second party only.
28. That the First Party shall personally be liable and responsible for any area of compounding if it goes out of possession of the purchaser and the Second Party shall recover it from the First Party only.
29. That the terms and conditions as mentioned and written above shall be binding on the legal heirs, tenants, successors, other purchasers, assignees, legal representatives of both the parties.

SCHEDULE OF PREMISES HEREBY AGREED TO BE SOLD

Shop/Hotel/Service Apartment No......, having carpet area **Sq. Feet** or **Sq. Meters** and super built up area **Sq. Feet** situated on the part of **Floor** of aforesaid multi storied hotel complex Known as **"SAI DHAM LANDMARK"** which shall be constructed over the aforesaid Freehold Nazul Site No. 40/2, Civil Station, Prayagraj which is also a part portion of bearing Municipal no. 7/5 Lal Bahadur Shastri Marg.

That the walls towards North side, South side, and East are the walls of the second party and the walls of five inches towards West side are a common wall and half of five inches i.e. 2½ inches shall belong to the purchaser only. If it is damaged by purchaser, he will immediately repair it on its own expenses.

North :

South :

East :

West :

IN WITNESS WHEREOF we the parties hereto have signed and executed this DEED OF Agreement cum Allotment Letter out of our own free will and accord in the presence of witnesses and the witnesses have signed in the presence of each other and in the presence of parties hereto.

(FIRST PART/PROMOTER)

(SECOND PARTY/PURCHASER)

WITNESSES

1.

2.

Drafted by: - Anil Kumar Shukla (Advocate)

Typed by: - Ashutosh Kumar Srivastava