

PROPOSED SALE DEED

Short Description

1. Type of Land - Residential
2. Ward/Pargana - Arail
3. Mohalla/Village - Dabhaon, Prayagraj.
4. Description of Property (Property No.) - **Flat No.2B-106**[2BHK,Unit No.2, Tower-1]; Built up Area-873.39 Sq. Ft. or 81.14 Sq. Meters and Carpet Area- 694.06 Sq. Ft. or 64.48 Sq. Meters; situated on the Sixth Floor in Block 'A' of Multistoried Residential Complex known as '**IMPERIAL GREEN**'; built over Arazi Nos. 140, 141, 143(Minjumla), 144, 146(Minjumla) and Arazi No.147; situated in village- Dabhaon, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj together with proportionate land.
5. Unit of Measurement (Hectare/Sq. Meter) - Square Meter
6. Proportionate Area of Property - 30.11 Sq. Meters
7. Situation of Road - Rewa Road, Prayagraj
8. Other Description (9 Meters Road/ Corner etc.) - More than 9 Meters Road
9. Type of Property - Residential Flat

[2]

10. Total area of property - 10677.70 Sq. Meters
(in case of Multi story Building)
11. Total Built up Area - 28769.56 Sq. Meters
12. Status-Finished/Unfinished/Other - Finished
13. Value of Trees - Nil
14. Boring/well/Other - Nil
15. Built up Area - 81.14 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. 37,00,000/-
(II) Value as per Circle Rate - Rs.
(III) Stamp Duty paid - Rs.

[3]

THIS INDENTURE made on this day of

BETWEEN

TULSIANI HK INFRAHOUSING (PVT.) LIMITED

[CIN- U70100UP2013PTC060071 & PAN-AAECT7869H]

a duly incorporated company under the Provisions of

Companies Act, 2013; having its Registered Office at :

17, Industrial Colony, Naini, Prayagraj

Through its Director Shri Hemant Kumar Sindhi

(Aadhaar No.510609470141)

Son of Late Jamuna Das, Resident of 17, Industrial Colony,

Naini, Prayagraj (Mobile No. 9415214404) duly

authorized vide Board of Director's resolution dated 04.01.2021

(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.

A N D

ASHISH ROY

[Aadhaar No. 9949 3482 5171 & PAN- ABTPR8354A]

Son of Mr. Om Prakash Roy

Resident of 29, Patel Nagar, Meerapur, P.O. Nehru Nagar,

Prayagraj

[Mobile No.9335150775]

(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 Dr. (Mrs.) Vandana Bansal wife of Dr. A.K. Bansal, resident of 162, Bai Ka Bagh, Allahabad was the absolute and lawful owner of Arazi No. 140, Area- 6080 Sq. Meters; Arazi No. 141, Area-1600 Sq. Meters and Arazi No. 143(Minjumla), Area- 970 Sq. Meters; Total Area – 8650 Sq. Meters; All Araziat situated in village- Dabhaon, Pargana- Arail, Tehsil- Karchhana, District- Allahabad (Now Prayagraj).

Similarly Dr. A.K. Bansal son of Late S.D. Bansal resident of 162, Bai Ka Bagh, Allahabad was the absolute and lawful owner of Arazi No. 144, Area- 680 Sq. Meters; Arazi No. 146 (Minjumla), Area- 2250 Sq. Meters and Arazi No. 147, Area- 2760 Sq. Meters; Total Area- 5690 Sq. Meters; All Araziat situated in village- Dabhaon, Pargana- Arail, Tehsil- Karchhana, District- Allahabad (Now Prayagraj). AND THUS the aforesaid owners Dr. (Mrs.) Vandana Bansal and Dr. A.K. Bansal were the absolute and lawful owners of Arazi No. 140, Area- 6080 Sq. Meters; Arazi No. 141, Area-1600 Sq. Meters; Arazi No. 143(Minjumla), Area- 970 Sq. Meters; Arazi No. 144, Area- 680 Sq. Meters; Arazi No. 146 (Minjumla), Area- 2250 Sq. Meters and Arazi No. 147, Area- 2760 Sq. Meters; Total Area- 14340 Sq. Meters; All Araziat situated in village- Dabhaon, Pargana- Arail, Tehsil- Karchhana, District- Allahabad (Now Prayagraj).

AND WHEREAS the aforesaid owners Dr. (Mrs.) Vandana Bansal and Dr. A.K. Bansal respectively entered into Builder's Agreement with the vendor in respect of the aforesaid land by two Builder's Agreements. Builder's Agreement dated 19.10.2013, presented for registration on 21.10.2013, registered in Photostat Prati Pustak Sankhya-1, Khand- 3287, on pages 53 to 126 at Sl. No. 6048 on 21.10.2013 in the Office of Sub Registrar- Karchhana, Allahabad and Builder's Agreement dated 19.10.2013, presented for registration on 21.10.2013, registered in Photostat Prati Pustak Sankhya-1,

Khand-3287, on pages 137 to 210, at Sl. No. 6050 on 21.10.2013 in the Office of Sub Registrar- Karchhana, Allahabad.

WHEREAS the aforesaid owners Dr. (Mrs.) Vandana Bansal and Dr. A.K. Bansal were interested to raise Multistoried Residential Complex over 14340 Sq. Meters land of aforesaid Arazi Nos. 140,141,143(Minjumla), 144, 146(Minjumla) and Arazi No.147; situated in Village - Dabhaon, Pargana – Arail, Tehsil- Karchhana, District- Allahabad (Now Prayagraj). The S.D.M. Karchhana, Allahabad (Now Prayagraj) vide its order dated 23.11.2009 passed in Case No.23 and vide its order dated 16.12.2009 passed in Case No.27, declared the aforesaid land as non-agricultural.

AND WHEREAS in order to derive the optimum utility of the said land, the development and construction work is entrusted to the vendor Tulsiani HK Infrahousing (Pvt.) Limited; having its Registered Office at 17, Industrial Colony, Naini, Allahabad (Now Prayagraj) through its Director Sri Hemant Kumar Sindhi Son of Late Jamuna Das resident of 17, Industrial Colony, Naini, Allahabad (Now Prayagraj) who has agreed to construct Multistoried Residential Complex comprising such number of Floors which may be permitted by Allahabad Development Authority, Allahabad (Now Prayagraj) over 14340 Sq. Meters land of aforesaid Arazi Nos. 140,141,143(Minjumla), 144, 146(Minjumla) and Arazi No.147; situated in Village - Dabhaon, Pargana – Arail, Tehsil- Karchhana, District- Allahabad (Now Prayagraj).

AND WHEREAS on the assurance of the vendor's company Tulsiani HK Infrahousing (Pvt.) Limited, the aforesaid owners Dr. (Mrs.) Vandana Bansal & Dr. A.K. Bansal respectively entered into Builder's Agreement with the vendor in respect of aforesaid land by two Builder's Agreements, Builder's

Agreement dated 19.10.2013, presented for registration on 21.10.2013, registered in Photostat Prati Pustak Sankhya-I, Khand-3287, in pages 53 to 126 at Sl. No. 6048 on 21.10.2013 in the Office of Sub Registrar - Karchhana, Allahabad (Now Prayagraj) and Builder's Agreement dated 19.10.2013, presented for registration on 21.10.2013, registered in Photostat Prati Pustak Sankhya-I, Khand-3287, in pages 137 to 210 at Sl. No. 6050, on 21.10.2013 in the Office of Sub Registrar - Karchhana, Allahabad (Now Prayagraj).

AND WHEREAS as per terms of aforesaid both Builder's Agreements dated 19.10.2013 Building Plan to construct Multistoried Building over the aforesaid land was submitted by the vendor's company Tulsiani HK Infrahousing (Pvt.) Limited before Allahabad Development Authority, Allahabad (Now Prayagraj) and Allahabad Development Authority, Allahabad (Now Prayagraj) sanctioned Group Housing Plan vide its letter No. 206/प्र०अ०(त०स०-२)/जोन-४/गु०हा०/२०१३-१४ dated 08.05.2015 to construct the building over Net Area 10677.70 Sq. Meters land of aforesaid Arazi Nos. 140, 141, 143(Minjumla), 144, 146 (Minjumla) and Arazi No. 147 situated in Village- Dabhaon, Pargana – Arail, Tehsil- Karchhana, District- Allahabad (Now Prayagraj) after deducting 3662.30 Sq. Meters land left for road widening. The vendor/ promoter has also got registration the project "IMPERIAL GREEN" with UPRERA; having its registration No. UPRERAPRJ7067 on 08.05.2015.

AND WHEREAS A.D.A., Allahabad (Now Prayagraj) has also sanctioned revised building plan vide its letter No. 18/प्र०अ०(त०स०-२)/ जोन-४/ Revised/२०१९-२० dated 08.02.2021 to construct the building.

AND WHEREAS the vendor's company Tulsiani HK Infrahousing (Pvt.) Ltd. has developed Multistoried Residential Complex known as "IMPERIAL GREEN"

comprising 2(Two) Blocks (Block- 'A' and Block-'B') and in Block- 'A', 3 (Three) Towers (Tower-1, Tower-2 and Tower-3) and in Block-B, 2(Two) Towers (Tower-4 and Tower-5) and in Tower-1 and Tower-2, 9(Nine) Stories (First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor and Ninth Floor and in Tower-3, Tower-4 and Tower-5, 10(Ten) Stories (First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor and Tenth Floor) and car parking on the Ground Floor/ open space over the aforesaid 10677.70 Sq. Meters land of aforesaid Arazi Nos. 140,141,143(Minjumla), 144, 146(Minjumla) and Arazi No.147; situated in Village Dabhaon, Pargana – Arail, Tehsil- Karchhana, District- Allahabad (Now Prayagraj). The P.D.A., Prayagraj has also issued completion certificate vide its letter No..... dated

AND WHEREAS as per clause 5 of the aforesaid both registered Builder's Agreements dated 19.10.2013, the aforesaid Owners Dr. (Mrs.) Vandana Bansal and Dr. A.K. Bansal on the one part and Vendor's company Tulsiani HK Infrahousing (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 25%: 75%. A memorandum of understanding was also reduced in writing on 13.07.2015 between them. As per aforesaid both Builder's Agreements dated 19.10.2013 as well as memorandum of understanding dated 13.07.2015, the vendor became exclusive owner of Flat No.2B-106 [2 BHK, Unit No.2, Tower-1]; Built up Area-873.39 Sq. Ft. or 81.14 Sq. Meters and Carpet Area- 694.06 Sq. Ft. or 64.48 Sq. Meters; situated on the Sixth Floor in Block 'A' of Multistoried Residential Complex known as **'IMPERIAL GREEN'**; built over

Arazi Nos. 140, 141,143(Minjumla), 144, 146(Minjumla) and Arazi No.147; situated in village- Dabhaon, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj together with proportionate land fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan.

AND WHEREAS the purchaser had received all documents pertaining to development plans and other title documents and after being fully satisfied the purchaser offered to purchase **Flat No. 2B-106** [2 BHK, Unit No.2, Tower-1]; Built up Area-873.39 Sq. Ft. or 81.14 Sq. Meters and Carpet Area- 694.06 Sq. Ft. or 64.48 Sq. Meters; situated on the Sixth Floor in Block 'A' of Multistoried Residential Complex known as '**IMPERIAL GREEN**'; built over Arazi Nos. 140, 141,143(Minjumla), 144, 146(Minjumla) and Arazi No.147; situated in village- Dabhaon, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj together with proportionate land fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan against a total sale consideration of Rs. 37,00,000/- (Rupees Thirty Seven Lac only) and the sale consideration offered by the purchaser was very reasonable and as per prevailing market value and therefore the vendor had decided to sell the said Flat to the purchaser against a total sale consideration of Rs. 37,00,000/- (Rupees Thirty Seven Lac only). An Agreement for Sale was also executed on 24.02.2021 by the vendor in favour of the purchaser in respect of aforesaid **Flat No. 2B-106** [2 BHK, Unit No.2, Tower-1]; Built up Area-873.39 Sq. Ft. or 81.14 Sq. Meters and Carpet Area- 694.06 Sq. Ft. or 64.48 Sq. Meters; situated on the Sixth Floor in Block 'A' of Multistoried Residential Complex known as '**IMPERIAL GREEN**'; built over Arazi Nos. 140, 141,143(Minjumla), 144, 146(Minjumla) and Arazi No.147; situated in village- Dabhaon, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj together with proportionate land fully described at the end of this deed

containing the terms and conditions agreed between them. The aforesaid Agreement for Sale dated 24.02.2021 is registered in Bahi No.1, Zild No. 7243 in pages 27 to 1000, at Sl. No. 2440, on 24.02.2021 in the office of Sub Registrar-Karchhana, Prayagraj and the purchaser has also paid Stamp Duty of Rs.74,000/- at the time of execution of aforesaid Agreement to Sell dated 24.02.2021 which is liable to be adjusted in this sale deed. AND THUS this sale deed is being executed in pursuance of aforesaid Agreement for Sale dated 24.02.2021 between the parties hereto.

NOW THIS SALE DEED WITNESSTH AS UNDER:

I. In consideration of Rs. 37,00,000/- (Rupees Thirty Seven Lac 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. 2B-106** [2 BHK, Unit No.2, Tower-1]; Built up Area-873.39 Sq. Ft. or 81.14 Sq. Meters and Carpet Area- 694.06 Sq. Ft. or 64.48 Sq. Meters; situated on the Sixth Floor in Block 'A' of Multistoried Residential Complex known as **'IMPERIAL GREEN;** built over Arazi Nos. 140, 141,143(Minjumla), 144, 146(Minjumla) and Arazi No.147; situated in village- Dabhaon, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj together with proportionate land fully described at the end of this 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 the 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 **IMPERIAL GREEN**. The R.W.A./society that may be formed of owners of different units of **IMPERIAL GREEN**, 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 have already paid a sum which have 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 **IMPERIAL GREEN**.

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 **IMPERIAL GREEN**, 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

SCHEDULE OF PROPERTY HEREBY SOLD

Residential **Flat No.** 2B-106 [2 BHK, Unit No.2, Tower-1]; Built up Area- 873.39 Sq. Ft. or 81.14 Sq. Meters and Carpet Area- 694.06 Sq. Ft. or 64.48 Sq. Meters; situated on the Sixth Floor in Block 'A' of Multistoried Residential Complex known as '**IMPERIAL GREEN**'; built over Arazi Nos. 140, 141,143(Minjumla), 144, 146(Minjumla) and Arazi No.147; situated in village- Dabhaon, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj together with proportionate land and bounded as below:

North - Flat No.2A-106 (Unit No.1, Tower-1, on Sixth Floor)
in Block 'A'.

South - Drive Way on the Ground Floor.

East - Drive Way on the Ground Floor.

West - Fire Escape and Common Corridor.

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

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

10677.70 X 81.14

[15]

30.11 Sq. Mtrs. = ----- Sq. Mtrs.
28769.56

(i) Value of 30.11 Sq. Mtrs. Land @ Rs. = Rs.

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

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

(iv) 18% additional charges for
Parking, Power Back up,
Community Hall,
Security Guard & Lift. = Rs.

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

Actual amount of sale consideration is Rs. 37,00,000/-

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.

[16]

(Purchaser)

(Vendor)

WITNESSES:

1.

2.

Drafted by:

Typed by: