

SUMMARY OF DEED

Date of Execution:-----

Mohalla:----- Bhawapur Lukerganj

Type of Land:----- Residential

Type of property----- Residential

Construction----- Finished

Description of property:----- Independent Unit No. on Floor

Carpet Area: ----- Sq. Mtrs.

Average Land:----- 66.66 Sq. mtr.

Road:----- Code-0014, Page-24

Sale Consideration:----- Rs./-

Valuation:----- Rs./-

Paid stamp duty:----- Rs./-

SALE DEED

THIS SALE DEED is made on this

BETWEEN

M/S SAI DHAM APPARTMENTS 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, MOB No. 9415218553)** s/o Shri R P Gupta, R/o 21/19 Mayo Road, Allahabad. (Hereinafter called the 'Seller' which expression shall mean and include their respective heirs, successors, administrators and assigns)

AND

Smt (Aadhar No. Mob. No.) w/o Sri r/o
..... Hereinafter called the 'Purchaser' which expression shall mean and include his heirs, successors, administrators and assigns).

WHEREAS The Secretary of State for India in council gave on lease a piece of land to Shri Fadindra Chandra Mukherjee vide lease deed dated 4-1-1916 registered with sub registrar in Bahi No. 1 Zild No. 398 on pages 8 at serial No. 568 on 4-4-1916 numbered as Nazul Plot No. 1 Bhawapur Lukerganj admeasuring 1 Acre 501 Sq. Yards = 5341 Sq. Yards = 4465.61 Sq. Meters for period of 2 renewals of 30 years each from 12-10-1915 to 11-10-1945. Later the Name of Shri Devi Prasad was entered in the Nazul register and later the name of Shri Madan Mohan Tandon and Shri Lalit Mohan Tandon was entered into the Nazul register on the whole Nazul Plot No. 1 Bhawapur Lukerganj Allahabad. Later on Shri Lalit Mohan Tandon's name was replaced by Shri Prakash Tandon, Shri Amar Tandon and Shri Madan Mohan Tandon.

AND WHEREAS vide a family settlement dated 28-5-1974 between Shri Amar Tandon, Shri Prakash Tandon and Shri Madan Mohan Tandon 656.53 Sq. Meters was given to Shri Amar Tandon, 656.53 Sq. Meters was given to Shri Prakash Tandon and 3152.55 Sq. Meters was given to Shri Madan Mohan Tandon.

AND WHEREAS Shri Madan Mohan Tandon died on 12-12-1994 and his wife Smt. Rajrani Tandon died on 26-8-1997 and vide a Will dated 30-12-01986 Nazul Plot No. 1, Bhawapur Lukerganj Allahabad admeasuring 3152.55 sq. meters was inherited by Dr. Indu Tandon and Smt. Chaya Tandon both daughters of Late Madan Mohan Tandon. Later on as per the state government's policy, Dr. Indu Tandon and Chaya Tandon applied for freehold for their part portion in Nazul plot No. 1 Bhawapur Lukerganj Allahabad.

AND WHEREAS vide freehold deed dated 9-10-2003 registered with sub registrar Sadar Allahabad in Bahi No. 1 Zild No. 4130 on pages 383 to 402 at serial No. 12209 dated 13-10-2003, the ADM Allahabad on behalf of Governor Uttar Pradesh declared freehold the sub-divided Nazul Plot No. 1/A, Bhawapur Lukerganj Allahabad.

AND WHEREAS vide a family partition/ Memorandum of Mutual Settlement dated 15th day of June 2013 between Dr. Indu Tondon and Chaya Tondon the Sub-divided Nazul Plot No. 1/A, Bhawapur Lukerganj Allahabad was further divided into 2 parts and both the sisters became the owners of 1400.00 Sq. meters.

WHEREAS later on Dr. Indu Tondon and M/s Sai Dham Apartments through its Partner Firm M/s Jagdish Housing Company Pvt. Ltd. have entered into a registered Builder Agreement dated 30-05-2017, registered in Book No. I Zild No. 4771 in Pages 61 to 84 at Serial No. 2146 on 30-05-2017 in the office of Sub-Registrar, Allahabad with respect to Part Portion of Nazul Plot No. 1 Bhawapur Lukerganj Allahabad sub-divided as Nazul Now Freehold Plot No. 1/A, Bhawapur Lukerganj Allahabad having an area 1400.00 Square Meters; AND Chaya Tondon and M/s Sai Dham Apartments through its Partner Firm M/s Jagdish Housing Company Pvt. Ltd. have entered into a registered Builder Agreement dated 30-05-2017, registered in Book No. I Zild No. 4771 in Pages 37 to 60 at Serial No. 2145 on 30-05-2017 in the office of Sub-Registrar, Allahabad with respect to Part Portion of Nazul Plot No. 1 Bhawapur Lukerganj Allahabad sub-divided as Nazul Now Freehold Plot No. 1/A, Bhawapur Lukerganj Allahabad having an area 1400.00 Square Meters.

WHEREAS later on M/s Sai Dham Apartments through its Partner Firm M/s Jagdish Housing Company Pvt. Ltd. got constructed independent residential units / independent floors over the aforesaid plot known as "**SAI DHAM MADANMOHAN DWARIKA ENCLAVE**";

WHEREAS by virtue of the said Builder Agreement, Independent Unit No.on..... Floor in "**SAI DHAM MADANMOHAN DWARIKA ENCLAVE**", built over Sub-divided Nazul Freehold Plot No. 1/A, Bhawapur Lukerganj Allahabad measuring about **Carpet Area** sq. feet i.e. sq. meters super built-up area = sq. feet i.e. sq. meters came in the share of the Seller vide supplementary memorandum of understanding dated 30-05-2017 between the land owners namely **Dr. Indu Tandon, Miss Chaya Tandon, Shri Amar Tandon, Shri Vivek Tandon, Shri Mohit Tandon and Smt Beena Tandon** and the builder First Party, who wanted to sell the said unit and the Purchaser being interested in purchasing the same has

offered a sum of **Rs./- (Rupees only)** exclusive all taxes & duties which the Seller has accepted.

NOW THIS DEED OF SALE WITNESSETH AS UNDER :

1. That in consideration of **Rs./- (Rupees only)** exclusive of all taxes & duties paid by the Purchaser to the Seller, the receipt whereof the Seller hereby acknowledges, the Seller does hereby transfers, conveys, sells and assigns to the Purchaser by way of absolute sale of Independent Unit No.on Floor in "SAI DHAM MADANMOHAN DWARIKA ENCLAVE", built over Sub-divided Nazul Freehold Plot No. 1/A, Bhawapur Lukerganj Allahabad measuring about **Carpet Area sq. feet i.e. sq. meters super built-up area = sq. feet i.e. 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 the deed (hereinafter referred to as the "demised flat").
2. That the Purchaser has paid the entire sale consideration of **Rs./- (Rupees only)** exclusive of all taxes & duties to the Seller in the following manner:-
 - A. **Rs./- (Rupees only)** vide Cheque No. dated of Branch, **Allahabad**.
 - B. **Rs./- (Rupees only)** vide Cheque No. dated of Branch, **Allahabad**.
 - C. **Rs./- (Rupees only)** vide Cheque No. dated of 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 unit.
5. That the Purchaser has scrutinized and satisfied himself about the right title and interest, encumbrance, right to construct on the said unit 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 Unit transferred to the Purchaser from today and the Purchaser ceases to have any concern with the said Independent Unit.
7. That the height of vended Flat from Floor up to the Ceiling of purchasable Independent Unit.
8. That the unit 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 unit 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 unit upto 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 hisunit to the State Government, Central Government or any other authorities empowered to impose the same.
12. That the Purchaser shall not store in hisunit any goods of hazardous or combustible nature or which are so heavy as to effect the construction or structure of the unit.
13. That the Purchaser shall not use or cause to be used the demised unit 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 units 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 units 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 Unit/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 Unit/Villa through the said society. 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 or through the said society.
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 Unit and would not allow them to be choked up and damaged thereby causing inconvenience to the other owner/occupier of the other unit. Further the Purchaser shall permit to the Seller or her nominees, agents or persons/ employees at all reasonable time to enter into the unit for the inspection and maintenance/ repairs.
21. That the name of the entire project is "**SAI DHAM MADANMOHAN DWARIKA ENCLAVE**" and the Purchaser or occupier of the other unit 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 built-up area i.e. Rs./- to the builder/society and the Purchaser is bound to join the maintenance Society of "**SAI DHAM MADANMOHAN DWARIKA 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 MADANMOHAN DWARIKA ENCLAVE**".
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 Unit.
28. That before transfer of the said unit 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 unit 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 unit 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 hasbeen paid by the purchaser andif 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 unit transferred under this deed shall be borne and paid by the Purchaser.
30. That the Third Party shall have permanent facility of Parking of One Car and One Two Wheeler in Slot size of 4.5 Meter X 2.5 Meter reserved in the parking space provided in the building as per parking plan of the Seller and the other parking spaces will 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 if 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 Purchaser/Owner shall be entitled to receive land according ratio of his/her portion.
31. 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.
32. That the identification of the parties has been done on the basis of the documents provided by them.

SCHEDULE OF PROPERTY

Independent Unit No.on..... Floor in "SAI DHAM MADANMOHAN DWARIKA ENCLAVE", built over Sub-divided Nazul Freehold Plot No. 1/A, Bhawapur Lukerganj Allahabad measuring about **Carpet Area** sq. feet i.e. sq. meters **super built-up area** =..... sq. feet i.e. sq. meters and indivisible prorate land area comes out to be 200/3 = **66.66 sq. meters** and bounded as under:-

North :

South :

East : Part portion of Nazul plot No. 2-2A Bhawapur Lukerganj Allahabad.

West : 7.5 meter wide common passage/ internal road of the housing complex

VALUATION FOR STAMP

"SAI DHAM MADANMOHAN DWARIKA ENCLAVE", built over Sub-divided Nazul Freehold Plot No. 1/A, Bhawapur Lukerganj which exists at V. Code No. 0014& Page No. 24 of Collectors rate list. The property is meant for residential purposes only. The super Built up area of the purchaserindependent unit No.....on Floor,measuring about **Carpet Area** sq. feet i.e. sq. meters **super built-up area** =..... sq. feet i.e. sq. meters and indivisible prorate land area comes out to be 200/3 =**66.66 sq. meters**.

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

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

Cost of Average Land-- 66.66 Sq. Mtrs. x = **Rs./-**

Total = **Rs./-**

14 % Charges for Parking, Lift& security system = **Rs./-**

Grand Total = **Rs./-**

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

{Photo of "SAI DHAM MADANMOHAN DWARIKA 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:

