

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 Commercial Complex named as Sai Dham Padam Tower constructed over Part Portion of Freehold Nazul Site No. 62/1 Civil Station, M.G. Marg, Civil Lines, Allahabad (Bearing Municipal No. 19/13B, Marg, Allahabad)
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**SALE DEED**

This deed of sale is executed on the 5th March, 2018.

BETWEEN

M/s "Sai Dham Padam Tower" a partnership firm duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its registered office at 15/3, Thornhill Road, Allahabad and its PAN is **ADBFS1757J** represented by its partner **Shri Ved Prakash Goel (Aadhar No. 826108818574, PAN No. AEFPP8674N)** s/o Late Raj Mal Goel r/o 15/3 Thornhill Road Allahabad and C.E.O. of the firm **Shri 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-211001. The Firm has been registered under the Real Estate Regulatory Authority 2016 and its registration for The Firm with the Real Estate Regulatory Authority and registration No. is **UPRERAPRM9309** dated on 28.07.2017 **and** the Project Registration Certificate No. is **UPRERAPRJ6032** dated 31-07.2017. (Hereinafter called **The First Party/Seller** which expression shall, unless it to be repugnant to the meaning or the context thereof, shall mean and include its executor(s), nominee(s), legal representative(s) and permitted assign(s)).

AND

1. **Shri.....s/o Shri r/o.....** (Hereinafter collectively called "**The Second Party/Purchaser**" which expression shall, unless it is repugnant to the meaning or the context thereof, shall mean and include its executor(s), nominee(s), legal representative(s) and permitted assign(s)).

WHEREAS

1. The **First Party "Seller"** is the owner and in possession of a total area admeasuring 634.51 Sq. Mtrs which is part portion of Freehold Nazul Site No. 62/1, Civil Station, Allahabad which is also a part portion of bearing Municipal No. 19 (Old) & 19/13B (New) Mahatma Gandhi Marg, Allahabad by virtue of a registered sale deed dated 08-06-2016 executed by **Sri Ramesh Chandra Kapoor** for himself and as Karta of **Ramesh Chandra Kapoor (HUF)**, s/o Late Sri Brij Nath Kapoor, r/o 17/13, 18/13A, Mahatma Gandhi Marg, Allahabad area admeasuring 634.51 Sq.

Mtrs. Registered in the office of Sub Registrar Sadar-I in Bahi No. 1 Zild No. 9233 in pages 153 to 184 at serial No. 3077 dated 08-06-2016.

2. That the Secretary of State for India in council granted a lease vide an Indenture, dated 21st June 1930 in respect of Nazul land measuring an area of 1 acre and 465 Sq. Yards (bearing Plot No. 1 Canning Road, Allahabad) (Site No.62/1, Civil Station, Allahabad) in favour of Rao Shiv Bahadur Singh adopted, son of Rao Fateh Bahadur Singh, which was registered in Book No. 1 Volume No. 597 on Page 27 to 36 at serial No.2225 on 12.12.1930.
3. That the aforesaid Rao Shiv Bahadur Singh constructed on the said plot of land two main buildings numbered as 3 and 3A Canning Road, Allahabad in accordance with the conditions of the aforesaid Indenture dated 21.6.1930.
4. That the aforesaid Rao Shiv Bahadur Singh made a gift of his rights in respect of the aforesaid property in favour of Smt. Sajjan Kunwar who was the "Majhli Rani" (second out of three wives) of Rao Shiv Bahadur Singh, vide a deed dated, 23.2.1944. The aforesaid deed dated, 23.02.1944 further postulated that after the death of Smt. Sajjan Kunwar the right of the said property shall devolve on Smt. Krishna Kunwari, senior Kunwari of Churhat and wife of Kunwar Ran Bahadur Singh.
5. That further on 30th December 1953 the aforesaid Rao Shiv Bahadur Singh, Smt. Sajjan Kunwar, Smt. Krishna Kunwari and Kunwar Ran Bahadur Singh, son of Rao Shiv Bahadur Singh sold away their lease holds rights as also buildings, trees and other constructions standing on the aforesaid plot to Sri Ram Bilas Chaudhary for a sale consideration of Rs. 25,000/-only.
6. That in the aforesaid document there was a clause of re- purchase of the aforesaid property by the transferor from the transferee within a period of two years from 4th January 1954 on payment of full price amounting to Rs.25,000/- only.
7. That due to financial stringencies faced by the aforesaid Rao Shiv Bahadur Singh, Smt. Sajjan Kunwar, Smt. Krishna Kunwari and Kunwar Ran Bahadur Singh, they decided to transfer their lease hold rights of entire property (3 & 3A Canning Road, Allahabad) together with building, trees standing thereon in favour of Sri Kamal Narain Kapoor, Sri Vijay Narain Kapoor, Shri Shyam Narain Kapoor. Thus the aforesaid Rao Shiv Bahadur Singh and his family members along with Shri Ram Bilas Chaudhary son of Sri Tormal Chaudhary executed a sale deed in favour of Shri Kamal Narain Kapoor, Vijay Narain Kapoor and Shyam Narain Kapoor all sons of Late Shri Brij Nath Kapoor vide sale deed dated 10.10.1955 which was registered in Book No. 1, Volume No.1004 on Pages 216 to 229 at serial No.1986 on 10.10.1955 itself.
8. Thus on the basis of the aforesaid sale deed the aforesaid Shri Kamal Narain Kapoor, Vijay Narain Kapoor and Shyam Narain Kapoor got their names mutated in the record of House Tax Assessment Register.

9. That the aforesaid lease hold rights continued in favour of Rao Shiv Bahadur Singh till 5.3.1960 and thereafter an application for renewal of the same was made by and Ramesh Chandra Kapoor all sons of Late Brij Nath Kapoor and the lease hold Smt. Sarwati Devi widow of Brij Nath Kapoor, Shyam Narain Kapoor, Vijay Narain Kapoor, Suresh Chandra Kapoor rights in respect of 1 acre 465 sq. yards was renewed on 10.3.64 for another period of 30 years which was registered in Bahi No. 1, Zild No. 1264 on pages 299 dated 02-06-1960. In this context it is not out of place to mention here that Shri Kamal Narain Kapoor had already passed away on 5th July 1956 leaving behind Smt. Mohini Kapoor as his widow and sole heir who relinquished her rights in respect of the aforesaid property in favour of her brothers-in-law before her remarriage in 1963.
10. That, thereafter an agreement was executed on non-judicial stamp paper of Rs. 2.50 on 9th March 1974 between Sri Vijay Narain Kapoor, Shyam Narain Kapoor, Suresh Chandra Kapoor and Ramesh Chandra Kapoor all sons of Late Brij Nath Kapoor and Smt. Sarwati Devi Kapoor widow of late Brij Nath Kapoor and it was specified therein that out of the aforesaid property after it was made free hold, an area of 2242 sq. yards of land along with house property No.3/13 Mahatma Gandhi Marg, Allahabad will exclusively belong to the branch of Sri Ramesh Chandra Kapoor and accordingly the members of his branch shall on such allotment would be the absolute owners of the said property. From the above document it was amply clear that the four sons and widow of Late Sri Brij Nath Kapoor wanted to partition the property bearing no. 3/13 and 3A/11 situated at Canning Road presently known as Mahatma Gandhi Marg, Allahabad between them. Later on property bearing House No. 3 became 13 which in due course again changed from 13 to 17. Then Sri Ramesh Chandra Kapoor only for the purposes of Municipal records divided the property into three parts namely 17, 18 and 19 Mahatma Gandhi Marg, Allahabad. As the old Municipal number was also in vogue the Nagar Nigam made it further clear by allotting new number 17/13, 18/13A and 19/13B in the House Tax Assessment Register (Khasra) in the name of Sri Ramesh Chandra Kapoor.
11. That, thereafter the Governor of U.P. through District Magistrate, Allahabad executed a Freehold deed document in favour of Sri Vijay Narain Kapoor, Shyam Narain Kapoor, Suresh Chandra Kapoor and Sri Ramesh Chandra Kapoor all sons of Late Brij Nath Kapoor on 10.7.2000 converting the lease hold right of Nazul land measuring area 1 Acre 465 sq. yards into free hold property which was registered in Book No. I Volume No.2214 on Pages 185 to 201 at serial No.4893 on 10.7.2000 itself. This document clearly specifies the site No. 62/1, Civil Station, Allahabad which is referred above in the documents dated 21.06.30 and 10.10.55 and the boundaries stated therein tally with each other. Thus on the basis of aforesaid documents the

property on question has acquired free hold rights and can easily be transferred by way of sale or gift by the present owners in favour of anyone of their choice.

12. That, thereafter Sri Chetan Kapoor son of Sri Vijay Narain Kapoor resident of 3A (Old) 15/11 (New) M.G. Marg, Civil Lines, Allahabad filed a suit for partition of his property from the other shareholders and suit No. 38 of 2001 Chetan Kapoor Versus Vijay Narain Kapoor and others was decided in terms of compromise decree dated 9.9.2003 in which it is clearly stated that Shri Ramesh Chandra Kapoor had been given the property bearing No. 3/13 (OLD) thereafter 17 and presently 17/13, 18/13A and 19/13B measuring 2242.00 sq. yard of open land which clearly proves that the agreement dated 9.3.74 have been acted upon and Sri Ramesh Chandra Kapoor Karta of HUF, Sri Ramesh Chandra Kapoor had become exclusive owner of his portion vide aforesaid agreement dated 9.3.1974 and compromise decree dated 9.9.2003. Thus Shri Ramesh Chandra Kapoor has a clear right and title over the aforesaid property which is under the exclusive ownership of the HUF of which Sri Ramesh Chandra Kapoor is the Karta. The HUF came into existence on 1.4.74. The other members of the HUF Smt. Kamlesh Kapoor wife of Ramesh Chandra Kapoor, Sarvshri Hemant Kapoor and Prashant Kapoor both sons of Sri Ramesh Chandra Kapoor have given their unconditional consent and no objection for the purpose of selling the property hereinafter referred in favour of the purchaser through their letters of consent dated 25-04-2016 duly notarized on 25-04-2016 at Allahabad.
13. That Sri Ramesh Chandra Kapoor was absolutely seized and possessed of or otherwise well and sufficiently entitled to sell the said immovable property at premises presently bearing and (fully described in preceding Para 9 of this deed) no. 19/13B situated at Mahatma Gandhi Marg, Allahabad which is part portion of Freehold Nazul Site No. 62/1, Civil Station, Allahabad fully described in the schedule hereinafter appearing and hereinafter referred to the said property with all rights.
14. That Sri Ramesh Chandra Kapoor was a devotee of Shri Ramakrishna, holy mother Smt. Sharda Devi and Swami Vivekananda and as such vide Gift deed dated 31st -07-2014 registered in the office Sub Registrar I in Bahi no. 1 Zild No. 829 on Pages 361 to 406 at serial no. 4251 dated 31-07-2014 in favor of Ramakrishna mission, Belur, P.O. Belur Math, Howrah – 711202, herein for the benefit of the Ramakrishna Math Vijnanananda Marg, Mutthiganj, Allahabad – 211003 branch center of the Ramakrishna mission, a part portion of 1240.07 Sq. Meters having house No. 17/13 and 18/13 M.G. Marg Allahabad out of his total share of 2242.00 Sq. Yards = 1874.58 Sq. Meters and Ramesh Chandra Kapoor was left with only 634.51 Sq. meters which was subsequently sold to the first party “**Seller**” namely **Sai Dham Padam Tower** vide sale deed dated 08-06-2016.

15. That the First Party Seller wanted to develop the land into a Hotel complex and submitted the proposed construction plan for developing the same. The Allahabad Development Authority has approved the said Hotel complex vide A.D.A. demand note no. १२/प्र०अ० (त० स० -2/जोन -1/वि० प्र०/2016-17 dated 28/10/2016 for Rs. 17,81,848/- and the first party seller deposited the Rs. 17,34,065/- with ADA as per followings:

- A. Rs. 16,43,848/- vide receipt No. 23 Book No. 10208 dated 19-12-2016.
- B. Rs. 90,125/- vide receipt No. 3 Book No. 10210 dated 26-12-2016.

And

C. Rs. 47,875/- has been deposited to Nagar Ayukt Nagar Nigam, Allahabad as 26-12-2016. ADA has sanctioned and released the said proposed map for construction vide Permit No. १२/प्र० अ० (त० स० -2/जोन -1/प्रस्ता०/2016-17 Dated 29-06-2017 in form of **Parking and Restaurant on Second Basement, 14 Nos. shops on First Basement, 2 No. Shops and 5 Nos. of Service Apartment's on Ground Floor with mezzanine and A Hotel of 17 Rooms on Ground Floor with Mezzanine and First Floor** and First Party Seller have decided to name the hotel complex as "**SAI DHAM PADAM TOWER**". The Project is registered under the Real Estate Regulatory Authority 2016 and The Firms registration No. is **UPRERAPRM9309** dated on 28.07.2017 and the Project Registration No. is **UPRERAPRJ6032** dated 31-07.2017.

16. And after purchasing the said land and constructing the Hotel Complex as per the sanctioned Plan First Party Seller became the absolute owner of the said property and they are entitled to sell and receive sale consideration of the said Shop/ Hotel/Service Apartment thereby agreed to be sold.

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 PADAM TOWER**" 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 therefore THE FIRST PARTY/SELLER have decided to sell the said Shop/Hotel/ Service Apartment to the SECOND PARTY/PURCHASER for a sale consideration of **Rs./- (Rupees**

Only).THE FIRST PARTY/SELLER 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 seller 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 Commercial complex which is constructed by the aforesaid First Party/Seller over the land of aforesaid part of **Freehold Nazul Site No. 62/1, Civil Station, Allahabad which is also a part portion of bearing Municipal No. 19 (old) &19/13B (New) Mahatma Gandhi Marg, Allahabad** measuring total Area **634.51 Sq. Meters** 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./- (Rupees Only)** to the First Party/Seller 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 seller for the payment of the said A/c Payee cheques failing which the amount paid by purchaser shall stand forfeited and seller may sell the said office to anyone who so ever,
4. That the sellers have 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 sellers 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 sellers hereby declare that all the rights, title interest, ownership which the sellers 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 sellers 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 sellers 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 Padam Tower** 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 sellers and society in respect of the premises purchased herewith by the purchaser, the sellers 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 Seller 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 N.O.C. of the said building shall be obtained from the concerned authority and Allahabad Development Authority by the First Party Seller only on its own expenses.
- 22.** 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.
- 23.** 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.
- 24.** 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.

25. 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 seller 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 Seller 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.
26. 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.
27. That the stamp duty charges etc. of the said sale deed are being borne by the second party only.
28. 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.
29. That stamp duty charges have been paid Rs. ----- by the second party only.
30. 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.
31. 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 orSq. Meters and super built up areaSq. Feet situated on the part ofFloor of aforesaid Commercial complex Known as "SAI DHAM PADAM TOWER" which shall be constructed over the aforesaid Freehold Nazul Site No. 62/1, Civil Station, Allahabad which is also a part portion of bearing Municipal no. 19 (old) & 19/13B (New) Mahatma Gandhi Marg, Allahabad and measuring 634.51 Sq. Meters.

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 Agreementcum 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/SELLER)

(SECOND PARTY/PURCHASER)

WITNESSES

1.

2.

Drafted by: - Anil Kumar Shukla(Advocate)

Typed by: - Ashutosh Kumar Srivastava