

SUMMARY OF DEED

Date of Execution: -----	-----
Mohalla: -----	Lukerganj
Type of Land: -----	Residential
Type of property-----	Residential
Construction-----	Finished
Description of property: -----	Flat No. on Floor
Carpet Area: ----- Sq. Mtrs.
Average Land: ----- Sq. Mtrs.
Road: -----	Code-0014, Page-24
Sale Consideration: -----	Rs./-
Valuation: -----	Rs./-
Paid stamp duty: -----	Rs./-

SALE DEED

THIS SALE DEED is made on this

BETWEEN

1. **M/S SAI DHAM APPARTMENTS** a partnership firm registered with the registrar of firms under the Indian partnership act of 1929 having its registered office at 12/16, Mayo Road, Allahabad through its partner company **M/S JAGDISH HOUSING COMPANY PRIVATE LIMITED** a domestic company registered under the companies Act of 1956, having its registered office at 12/16 Mayo Road Allahabad acting through its Chief Executive Officer **Shri Rajesh Kumar Gupta (Aadhar No. 464341627587, MOB No. 9415218553) s/o Shri R. P. Gupta** resident of 21/19, Mayo Road, Allahabad. (Hereinafter called **The First Party/Seller** which expression shall, unless it 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. **Smt. (Aadhar No., MOB No.) w/o Shri r/o (Hereinafter 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 The First Party had entered into a Memorandum of Understanding (M.O.U.) for developing and constructing a multistoried residential Group Housing Complex vide a Memorandum of Understanding Dated 24-06-2010 with the Land Owners namely **Shri Durga Prasad Nigam, Shri Alok Nath Bagchi, Shri Pulak Nath Bagchi, Smt. Chandrima Bagchi and Smt. Chandrika Sanyal** who had acquired their said property as per the following:-

- A. **Shri Durga Prasad Nigam** s/o Late Shri Bhagwati Prasad Nigam r/o of 171 Old New 274 Lukerganj Allahabad, who is the land owner by virtue of a lease deed dated 12-10-1917 registered with sub registrar Allahabad on 30-10-1917 as document no 1653, and is absolutely seized and possessed **1332.69 Sq. Yards or 1114.00 Sq. Meters** out of the piece of land admeasuring 1 Rod 38 Pole or 2359 Sq. Yards bearing **Freehold Nazul Site No. 79, Lukerganj having Municipal No. 171 Old 274 New Lukerganj Allahabad and was declared freehold vide Freehold deed dated 21-9-2015 and registered with sub-registrar Sadar-II in Bahi No. 1 Zild No. 3899 in pages 335 to 378 on serial No. 8828 dated 23-09-2015 for an area of 1114.00 Sq. meters.**

- B. **Shri Alok Nath Bagchi, Shri Pulak Nath Bagchi, both sons of Late Shri Ravindro Nath Bagchi, Smt. Chandrima Bagchi w/o Late Shri Amar Nath Bagchi s/o Late Shri Ravindro Nath Bagchi, and Smt. Chandrika Sanyal w/o Samrendra Nath Sanyal d/o Late Shri Ravindro Nath Bagchi all residents of New 242 and Old 154 Lukerganj Allahabad** who are the land owners by virtue of a sale deed dated 27-6-1930 registered with sub registrar Allahabad at Sl. No. 1141 in Book No. 1 Volume No. 579 in pages 227 to 231 dated 12-7-1930 executed by Shri Niranjana Choudhary s/o late Babu Ram Ratan Choudhary in favor of Shri Nagendra Nath Bagchi s/o Late Babu Narendra Nath Bagchi. Shri Niranjana Nath Choudhary s/o late Babu Ram Ratan Choudhary had acquired the said premises by lease deed dated 20-1-1913 registered as document at Sl. No. 770 in Book No. 1 Vol no. 76 at page 351 dated 1-5-1913 absolutely seized and possessed the piece of land admeasuring **2 rods and 24 poles** and Shri Nagendra Nath Bagchi died on 27-4-58 Having two sons Shri Dharendra Nath Bagchi (died on 1-9-2002) and Shri Ravindro Nath Bagchi (died on 20.7.1998), Shri Ravindro Nath Bagchi was inherited by Smt. Namita Bagchi his wife, Shri Alok Nath Bagchi, Pulak Nath Bagchi, Amarnath Bagchi his sons and Chandrika Sanyal his daughter and in O.S. No. 100/99 Shri Dharendra Nath Bagchi vs. Smt. Namita Bagchi, Shri Alok Nath Bagchi, Pulak Nath Bagchi, Amarnath Bagchi and Chandrika Sanyal In the court of Civil Judge JD West Allahabad was decided on behalf of compromise application dated 5-4-99 vide order dated 5-4-99 the Smt. Namita Bagchi, Shri Alok Nath Bagchi, Shri Pulak Nath Bagchi, both sons of Late Shri Ravindro Nath Bagchi, Smt. Chandrima Bagchi w/o Late Shri Amar Nath Bagchi, and Smt. Chandrika Sanyal w/o Samrendra Nath Sanyal d/o Late Shri Ravindro Nath Bagchi all residents of New 242 and Old 154 Lukerganj Allahabad got **1629.30 Sq. Yards or 1363.00 Sq. meters** as their share bearing and Smt. Namita Bagchi died on 16-1-2007 and now Shri Alok Nath Bagchi, Shri Pulak Nath Bagchi, both sons of Late Shri Ravindro Nath Bagchi, Smt. Chandrima Bagchi w/o Late Shri Amar Nath Bagchi, and Smt. Chandrika Sanyal w/o Samrendra Nath Sanyal d/o Late Shri Ravindro Nath Bagchi became the absolute owners of **Freehold Nazul Site No. 96 Lukerganj Allahabad having Municipal No. 242 New and 154 old, Lukerganj Allahabad and was declared freehold vide Freehold deed dated 21-9-2015 which is registered with sub-registrar Sadar-II in Bahi No. 1 Zild No. 3899 in pages 225 to 268 on serial No. 8824 dated 23-09-2015 for an area of 1363.00 Sq. meters.**

Thus according to M.O.U dated 24.06.2010 the total Area of land comes to be **1114.00** (Share of Shri Durga Prasad Nigam) **+1363.00** (Share of Shri Alok Nath Bagchi, Shri Pulak Nath Bagchi, both sons of Late Shri Ravindro Nath Bagchi, Smt. Chandrima Bagchi w/o Late Shri Amar Nath Bagchi, and Smt. Chandrika Sanyal w/o Samrendra Nath Sanyal d/o Late Shri Ravindro Nath Bagchi) = **2477.00**

Sq. meters for the development and construction of a Multi storied group housing complex in the name and style “**SAI DHAM RADHE KRISHNA ENCLAVE**”.

AND WHEREAS the Second Party for the purposes of developing and constructing a Multi Storied Residential Complex known as “**SAI DHAM RADHE KRISHNA ENCLAVE**” comprising of 2 Blocks over the aforesaid part portion of **Freehold Nazul Site No. 79 Lukerganj having Municipal No. 171 Old 274 New Lukerganj Allahabad** having an Area **1114.00 Sq. Meter** and part portion of **Freehold Nazul Site No. 96 Lukerganj Allahabad having Municipal No. 242 New and 154 old, Lukerganj Allahabad** admeasuring 1363.00 Sq. Meters, a consolidated total Area **2477.00 Sq. Meters** as per terms and conditions of the aforesaid Memorandum of Understanding dated 22.6.2010 had applied for sanction of map vide application dated 23-06-2015 and deposited Rs. 5000/- as permit fees with Allahabad Development Authority and vide Demand Note No. 30/Pra.Aa(Ta.Sa.-2)/Zone-2/(Gro. Hou.)/2015-16 Dated 19-09-2015 amounting to Rs. 31,45,942.00 the Allahabad Development Authority had sanctioned the map and the second party has deposited the demanded amount Rs. 31,40,942.00 vide receipt No. 20 Book No. 10128 dated 02-11-2015 and after obtaining the various NOC's the Allahabad Development Authority has released the sanctioned maps vide building Permit No. 30/Pra.Aa(Ta.Sa.-2)/Zone-2/(Gro. Hou.)/2015-16 Dated 09-01-2017. And to give effect the condition as per Para No. 18.10 of the said MOU dated 24-06-2010 the Land Owners and The First party entered into a formal registered builders agreement dated 02-05-2017 registered with sub-registrar Sadar-II in Bahi No. 1 Zild No. 4742 in pages 199 to 244 at serial No. 1679 dated 02-05-2017.

AND WHEREAS Flat No., having **Carpet Area Sq. Feet or Sq. Mtrs** and super built-up area = **sq. feet or Sq. Mtrs** situated on the part portion of **Fourth Floor** in Block “A” of the aforesaid Multistoried Residential Complex Known as “**SAI DHAM RADHE KRISHNA ENCLAVE**” fully described at the end of this deed **had fallen in to the share of the First Party Seller** as per the distribution chart of the registered builders agreement who is entitled to sell and receive sale consideration of the said flat hereby agreed to be sold.

WHEREAS the Second Party Purchaser had offered to purchase the aforesaid **Flat No.**, having **Carpet Area Sq. Feet or Sq. Mtrs** situated on the part portion of **Floor** in Block “A” for a total sale consideration of **Rs./- (Rupees Only)** exclusive of all Taxes & Duties in the aforesaid Multistoried Residential Complex Known as “**SAI DHAM RADHE KRISHNA ENCLAVE**” 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 flat to the SECOND PARTY/PURCHASER for a sale consideration of **Rs./- (Rupees)**

Only). THE FIRST PARTY/SELLER shall sell the said flat to the purchaser and the purchaser shall purchase the said flat as here-in-after enumerated:-

NOW THE PARTIES HERETO COVENANT AS UNDER:-

1. That the seller shall sell and the Purchaser shall purchase the **Flat No.**, having **Carpet Area Sq. Feet or Sq. Mtrs** and super built-up area = **sq. feet or Sq. Mtrs** situated on the part of **Floor** in Block "A" of aforesaid Multi Storied residential complex which shall be constructed by the aforesaid First Party/Seller as per the MOU over the land of aforesaid part of **Freehold Nazul Site No. 79 Lukerganj and Municipal No. 171 Old 274 New Lukerganj Allahabad Area 1114.00 Sq. Meter and part of Freehold Nazul Site No. 96 Lukerganj Allahabad and Municipal No. 242 New and 154 old, Lukerganj Allahabad measuring 1363.00 Sq. Meters and consolidated total Area 2477.00 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 Second Party/Seller namely Messer's **SAI DHAM APPARTMENTS** in the following manner:-
 - A. **Rs./- (Rupees Only)** vide Cheque No. dated **Bank,**
 - B. **Rs./- (Rupees Only)** vide Cheque No. dated **Bank,**
 - C. **Rs./- (Rupees Only)** vide Cheque No. dated **Bank,**
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 First Party/Seller will hand over the possession on the said Flat hereby sold to the Second Party/Purchaser once the completion certificate of the completed Block A is received from Allahabad Development Authority.
5. That all the rights, title and interest of the First Party/Seller over the said Flat has been transferred to the Second Party/Purchaser from today and the First Party/Seller ceases to have any concern with the said Flat.

6. That the Second Party/Purchaser has become absolute owner of the said flat. He may use and enjoy the same in the manner they likes without interruption from any one. They may also get their name recorded in the relevant records.
7. That the said flat hereby sold is free from all encumbrances and charges and liens.
8. That the Second Party/Purchaser will not do any such act which may hamper the value of the building or damage the building in any manner.
9. That Second Party/Purchaser shall use the flat for residential purposes only and he shall not carry out any commercial activity.
10. That all the taxes of said flat hereby sold has been paid by the First Part/Seller up to this day and now it is the responsibility of the Second Party/Purchaser to pay the same in future.
11. Electric connection and their charges shall be borne by the Second Party/Purchaser of the said flat. The charges of installation of Transformer shall be done by the First Part/Seller at the cost of all the purchasers of all the Blocks divided between them as per their load requirements.
12. That the electricity connection of the project shall be got approved in the name of the residents welfare society at the cost of the first party and that all the residents shall take their individual connection from the electricity department at their cost and shall compulsorily 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 first party.
13. That all the flat owners along with the Second Party/Purchaser shall form a society for maintenance of the said building, clearance of common places, sewer line, and repairing and operation of submersible pump, Lift & Generator. In this event all the expenses shall be borne by all purchasers of the whole complex equally, every month to society, from the date of execution & registration of sale deed. Even then if any purchaser do not reside himself or give it to some other person on hire basis. In case any purchaser fails to pay the said expenditure, the said society forfeits the benefit and facilities of the building and the purchaser will pay a security @25/- per sq. Feet of super built-up area =Rs./- to the society at the time of taking possession.
14. That all the present taxes have been paid by the Second Party/Purchaser, if any tax is imposed by the state/central government or any other charges are levied on the said flat from the state/central government, the same shall be paid by the Second Party/Purchaser to the first party seller.

15. That the Second Party/Purchaser shall have the right to use common passage, stair, parking, & submersible pump, gen. set, park and lift etc, together with other Flat owners of the said Housing Project.
16. That if due to any defect in the title of the First Party/Seller, the Vended property goes out of possession of Second Party/Purchaser, in that event the First Party/Seller will be liable to get the defect removed from their title or will pay full compensation to the Second Party/Purchaser as the case may be.
17. That the height of vended Flat is from floor to ceiling of the purchasable flat.
18. That the proportionate share in the circulation area {which is left for common amenities} is excluded in the sold portion, Second Party/Purchaser has no right to occupy or block staircase, and common passage in any circumstances and he shall have no right on said circulation area except usage amongst other Flat owners of the building.
19. That the top floor flat owner shall only have exclusive right to use their respective roof tops.
20. That the charges of electricity spent in common area and for common facilities will be paid by all the Flat owners Block wise in a proportionate ratio of their flats through the said Society.
21. That the installation of generator, lift & submersible pump shall be done by the First Party/Seller, but there after maintenance of the same, will be borne by all Flat owners in their proportionate ratio through the society.
22. That all the Flat owners of block or the society formed by them will appoint a Security guard for the maintenance and Security of the apartment and will pay the expenses for the same.
23. That Second Party/Purchaser shall have permanent facility of parking of one car and one two wheeler in slot size of size 4.5 meter X 2.5 Meter reserved in the parking space provided in the building as per the parking plan of the First Party/Seller and the other parking spaces will be chargeable as per the Seller policy. That if in case at any time hereinafter as a result of war, riots, earthquake, tidal, waves, floods, fire and/or 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 Vendee Third Party shall be entitled to receive land according ratio of his portion.
24. That the Second Party/Purchaser shall be fully entitled to sell his property if he likes in future.

IN WITNESS WHEREOF the parties have signed this deed of sale with their free will and without any coercion on the date, month and year first above written in presence of witnesses.

DETAILS OF FLAT TO BE SOLD

Finished Flat No., having **Carpet Area** **Sq. Feet or** **Sq. Mtrs** situated on the part of the **Floor** in Block 'A' of aforesaid Multi Storied residential complex Known as "SAI DHAM RADHE KRISHNA ENCLAVE" which shall be constructed over the aforesaid **Free hold Nazul** Site No. 79, Lukerganj and Municipal No. 171 Old 274 New Lukerganj Allahabad having an Area 1114.00 Sq. Meter and part portion of Freehold Nazul Site No. 96 Lukerganj Allahabad and Municipal No. 242 New and 154 old, Lukerganj Allahabad measuring 1363.00 Sq. Meters and consolidated total Area 2477.00 Sq. Meters Lukerganj, Allahabad.

North :

South :

East :

West :

VALUATION FOR STAMP

Sai Dham Radhe Krishna Enclave is situated on Lukerganj Road, which exists at V. Code No. 0014 & Page No. 24 of Collectors rate list. The property is meant for residential purposes. The total area of Group Housing is 2477.00 sq.Mtrs. And the total Carpet area in the Group housing is **4662.058 Sq. Mtrs.** and the Carpet area of the vended **Flat No.....** is **Sq. Feet =** **Sq. Mtrs.**

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

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

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

10% for Park **= Rs.**/-

Total **= Rs.**/-

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

Grand Total **= Rs.**/-

That the valuation of the sold Flat is **Rs.**/-but the Stamp is being paid on the Sale Consideration of the Flat i.e. **Rs.**/- **which is equal to Rs.**/-.Stamp of **Rs.**/- has been paid through E-Stamp certificate No. **INUP.....P** dated according to Govt. Notification No. 2756/11 dated 30th June 2008 accordingly.

{Photo of Sai Dham Radhe Krishna Enclave Block 'A'}

Witnesses:

Witness No. 1 –

..... s/o Shri

r/o

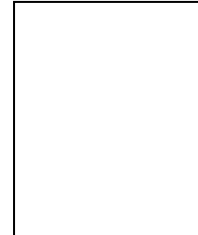
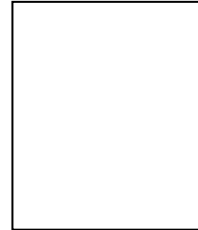
Aadhar No.

Witness No. 2-

..... s/o Shri

r/o

Voter I.D No.



(First Party/Seller)

(Second Party/Purchaser)

Drafted by: Anil Kumar Shukla, Advocate

Typed by: Ashutosh Srivastava