

SALE DEED

Short Description

1. Type of Land - Residential
2. Ward/Pargana - Arail
3. Mohalla/Village - Dabhawn, Allahabad
4. Description of Property (Property No.) - **Flat No., Built up Area – Sq. Meters and Carpet Area –Sq. Meters;**
situated on the
of Multistoried Residential Complex known as
'SUNSHINE ROYAL PALACE';
built over Arazi No. 564 (Minjumala);
situated in village- Dabhawn,
Pargana- Arail, Tehsil- Karchhana,
District- Allahabad along with
proportionate land.
5. Unit of Measurement - Square Meter
(Hectare/Sq. Meter)
6. Proportionate Area of Property - 33.21 Sq. Meters
7. Situation of Road - Rewa Road, Allahabad
8. Other Description - More than 9 Meters Road
(9 Meters Road/ Corner etc.)

9. Type of Property - Residential Flat

10. Total area of property - 2001.98 Sq. Meters
(in case of Multi story Building)

11. Total Built up Area - 5114.84 Sq. Meters

12. Status-Finished/Unfinished/Other - Finished

13. Value of Trees - Nil

14. Boring/well/Other - Nil

15. Built up Area - 84.85 Sq. Meters

16. Year of Construction - 2018

17. Whether belong to member
of Co-operative Housing Society - No.
Yes/No

18. (I) Amount of sale consideration - Rs. /-
(II) Market Value - Rs. /-
(III) Stamp Duty paid - Rs. /-

THIS INDENTURE made on this day of

BETWEEN

HK INFRAVENTURES (PVT.) LIMITED [PAN - AACCH6249K];

A duly incorporated Company under the

Provisions of Companies Act, having its registered Office

at 17, Industrial Colony, Naini, Allahabad through its

Director Shri Hemant Kumar Sindhi

[Aadhaar No. 510609470141]

Son of Late Jamuna Das, resident of 17, Industrial Colony, Naini, Allahabad.

(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 expressly excluded.

A N D

[Aadhaar No.]

& PAN -

1

Son of Sri

Resident of

Allahabad.

[Mobile No.]

(Hereinafter called the " **PURCHASER**"); which term shall always mean and include his heir(s), legal representative(s), assignee(s) and nominee(s); unless expressly excluded.

WHEREAS the vendor purchased Arazi No. 564(Minjumala), Area – 1710 Sq. Meters; situated in Village- Dabhanwa, Pargana – Arail, Tehsil – Karchhana, District – Allahabad from its previous owners Sada Shiv Khanna son of Late Mela Ram Khanna and Vineet Khanna son of Sada Shiv Khanna, both residents of 112, Darbhanga Colony, Allahabad vide registered sale deed dated 30.6.2014, registered in Bahi No.1, Zild No. 3641 on pages 215 to 232 at Sl. No. 4592 on 30.6.2014 in the Office of Sub Registrar – karchhana, Allahabad.

Similarly the vendor also purchased Arazi No. 564(Minjumala), Area- 780 Sq. Meter; situated in Village – Dabhanwa, Pargana – Arail, Tehsil – Karchhana, District – Allahabad from its previous owner Vishal Khanna son of Sri Sada Shiv Khanna, resident of 112, Darbhanga Colony, Allahabad vide registered sale deed dated 30.6.2014, registered in bahi No.1, Zild No. 3641 on pages 233/250 at Sl. No. 4593 ON 30.06.2014, in the Office of Sub- Registrar – Karchhana, Allahabad and thus the vendor became exclusive owner in possession of Arazi No. 564 (Minjumala), Area – 2490 Sq. Meter; situated in village – Dabhanwa, Pargana – Arail, Tehsil – Karchhana, District – Allahabad in the shape of open land.

AND WHEREAS the vendor got the building plan sanctioned vide letter No. 158/ प्र०आ० भवन/जोन-१/ग्र०हा०/२०१३-१४ dated 21.10.2014 from Allahabad Development Authority, Allahabad to construct Multistoried Residential Complex over Arazi No. 564(Minjumala), Area – 2001.98 Sq.

Meters; situated in village – Dabhanwa, Pargana- Arail, Tehsil – Karchhana, District – Allahabad after deducting the land left for road widening.

AND WHEREAS subsequently the vendor also got the revise building plan sanctioned vide letter No. 192/ प्र०अ० ;त०स०२६ /ज०न-४/ग०हा०/2017-18 dated 14.5.2018 to construct building over aforesaid Arazi No. 564 (Minjumala), Area – 2001.98 Sq. Meters; situated in village- Dabhanwan, Pargana – Arail, Tehsil – Karchhana, District – Allahabad. The promotor/vendor has also got registration the project “SUNSHINE ROYAL PALACE” with UPRERA; having its registration No. UPRERAPRAJ6445.

AND WHEREAS the vendor have successfully developed multistoried residential complex known as “SUNSHINE ROYAL PALACE” consisting seven stories (First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor and Seventh Floor). Total 52 Flats (8 Flats on each Floor from First Floor to Sixth Floor and 4 Flats on seventh Floor) and covered car parking as well as open car parking on the Stilt/ Ground Floor over the aforesaid Arazi No. 564(Minjumala), Area – 2001.98 Sq. Meters; situated in Village- Dabhanwa, Pargana- Arail, Tehsil – Karchhana, District – Allahabad and the vendor is exclusive owner of Flat No. Built up Area – Sq. Meters and Carpet Area – Sq. Meters; situated on the First Floor of Multistoried Residential Complex known as “SUNSHINE ROYAL PALACE” 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 have received all documents pertaining to sanctioned development plans & other title documents and after being fully satisfied the purchaser offered to purchase **Flat No. ; Built up Area**

Sq. Meters and Carpet Area **Sq. Meters; situated**
on the **FLOOR** of Multistoried Residential Complex known as
'SUNSHINE ROYAL PALACE'; built over Arazi No. 564 (Minjumala);
situated in village- Dabhawn, Pargana- Arail, Tehsil- Karchhana,
District- Allahabad along 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

NOW THIS SALE DEED WITNESSEES AS UNDER:

I. In consideration **/- (Rupees)** 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. ; Built up Area**

Sq. Meters and Carpet Area **Sq. Meters; situated on the**

FLOOR of Multistoried Residential Complex known as '**SUNSHINE ROYAL PALACE**'; built over Arazi No. 564 (Minjumala); situated in village-Dabhawn, Pargana- Arail, Tehsil- Karchhana, District- Allahabad along 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 have 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 parking space provided on stilt/Ground Floor/ open space of the aforesaid multistoried residential complex.
3. That the purchaser shall be entitled to get his name mutated in the records of Nagar Nigam, Allahabad and in any other Government Department.
4. That the property hereby sold is free from any 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, manufacturing 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 **SUNSHINE ROYAL PALACE**. The R.W.A./society that may be formed of owners of different units of **SUNSHINE ROYAL PALACE**, 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 **SUNSHINE ROYAL PALACE**.

12. That the purchaser shall regularly pay Taxes/charges payable to A.D.A. Allahabad or Nagar Nigam, Allahabad, U.P. Power Corporation, Allahabad, Jal Sansthan, Allahabad 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 vendor/and from the **SINDHU INFRAESTATE (PVT.) LIMITED** or the R.W.A./Society Later formed by the owners of different Units of SUNSHINE ROYAL PALACE, 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 statue, 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 A.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 and when demanded by the vendor.
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

Sl.No.	Ch. No.	Date	Bank Name	Amount In Rs.
1.				
2.				
3.				

(Rupees

/-

only)

SCHEDULE OF PROPERTY HEREBY SOLD

Flat No.	Built up Area	Sq. Meters and Carpet Area –
		Sq. Meters; situated on the FLOOR of Multistoried
Residential Complex known as 'SUNSHINE ROYAL PALACE'; built over		
Arazi No. 564 (Minjumala); situated in village- Dabhawn, Pargana- Arail,		
Tehsil- Karchhana, District- Allahabad along with proportionate land and		
bounded as below:		

North :

South :

East :

West :

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

Note: The vended Flat is situated on Rewa Road Segment "After Farm House of Dr. Bansal and up till Mama Bhanja Talab Police Chouki) which is given in Praroop -3, at Sl. No. 6 (Page-52) of current circle rate Fixed by Collector, Allahabad for the year 2017-18 w.e.f. 30.10.2017 to the revenue village- Dabhawn which comes in the office of Sub Registrar Karchhana, Allahabad.

Valuation of property for the purpose of payment of Stamp Duty:

Total land of Multi Storied Complex X Carpet Area of Unit Sold
Proportionate Land = -----

Total Carpet Area of Multi Storied Complex

2001.98 X
Sq. Mtrs. = ----- Sq. Mtrs
5114.84

(i) Value of 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) 14% additional charges for

Parking, Power Back up,
Security Guard & Lift. = Rs. /-

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

Actual amount of sale consideration is Rs. /-

i) Stamp Duty of Rs. NIL is payable on Rs. /- as per G.O. No.

25/2016 dated 11.11.2016 of U.P. Government.

ii) Stamp Duty of Rs. /- is payable on Rs. /- as per G.O. No. of U.P. Government.

And thus total Stamp Duty of Rs /- is payable on Rs -

Total stamp of Rs. /- is paid through e-Stamp bearing

Certificate No. 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.

(Purchaser)

(Vendor)

WITNESSES:

1.

2.

Drafted by:

Typed by: