

SUMMARY OF SALE DEED

1. Type of Land	:	Residential
2. Pargana/Ward	:	Pargana Jhunsi, Tehsil Phulpur District Prayagraj (Allahabad)
3. Property Situated at	:	Mauja Andawa Pargana Jhunsi, Tehsil Phulpur District Prayagraj (Allahabad)
4. Type of Property	:	Residential Open Land (Unconstructed)
5. Property Details	:	Plot No., Sector
6. Area of property	: Sq.Mtr./..... Sq.Yard/..... Sq.Ft. arising out of part of Arazi No. situated at Mauja Andawa Pargana Jhunsi, Tehsil Phulpur District Prayagraj (Allahabad)
7. Valuation of trees	:	X
8. Boring/Well etc.	:	X
9. Other Description Corner/Construction etc.	:	X
10. Whether member of Sahkari Awas Samati –Yes/No	:	Yes
11. Description of Road	: Mtr township internal road
12. Sale Consideration Value	:/-
13. Valuation of property	:/-
14. Paid Stamp Duty to Authority	:/-

SALE DEED

This sale deed is executed at Prayagraj on between:

.....

(Hereinafter called as the First Party/Seller which expression, shall unless repugnant to meaning there of be deemed to mean and include their legal successor(s), administrator, assignees including those of the respective partners of the one part)

And

.....

Aadhar No. Pan No. Mob.No.

(Hereinafter called as the Second Party/Purchaser which expression, shall unless repugnant to meaning there of be deemed to mean and include their legal successor(s), administrator, assignees including those of the respective partners of the other part)

WHEREAS THE FIRST PARTY/SELLER DECLARES THAT :-

- A-** Whereas the Promoter has developed a layout based plotted development project namely New Suncity Township situated at Mauja Andawa Pargasna Jhunsu, Tehsil Phulpur District Prayagraj (Allahabad).
- B-** Whereas the first party/seller is a Co-operative Housing Society, duly registered under Co-operative society registration act. The main objective of the housing co-operative society is to purchase land, develop it into plots or flats and allot to its members.
- C-** Whereas the licence for developing of the above residential cum commercial aforesaid plotted project is being granted by Prayagraj Development Authority vide Licence No.- 02/O.C(T.C-1)/Integrated/Dev Auth/2016-17 Dated 04 May 2018.
- D-** Whereas as per the Master Plan 2021 of the Prayagraj Development Authority, the said property under sale is earmarked for residential purpose.
- E-** Whereas the Promoters has registered the Project with Uttar Pradesh Real Estate Regulatory Authority (UP-RERA) at Prayagraj and registration No.UPRERAPRJ16286 has been allotted.
- F-** Whereas the aforesaid plot under sale is arising out of part of Arazu No. situated at village Andawa Pargana Jhunsu Tehsil Phoolpur District Prayagraj.
- G-** Whereas the developer has purchased the above mention Arazu No. situated at village Andawa Pargana Jhunsu Tehsil Phoolpur District Prayagraj by the way of registered sale deed and the revenue records of concern village reflects the name of first party/seller, as such the developer is fully entitled to execute the sale deed.
- H-** Whereas the dimension and boundary of the plot mention above which is allotted in favour of Second Party/Purchaser is fully described at the end of this deed in Schedule-A.
- I-** The Second Party/Purchaser had applied for a plot in the Project and has been allotted Plot No., Sector having total area of Sq.Mtr./..... Sq.Yard/..... Sq.Ft.

J- Whereas the Parties have gone through all the terms and conditions set out in this sale deed and understood the mutual rights and obligations detailed herein;

Now the parties agree as under to execute the sale deed in favour of the second party-

1. The First Party/Seller is the absolute owner and is in the possession of Plot No., Sector, having area Sq.Mtr./..... Sq.Yard/..... Sq.Ft. arising part of Arazi No. situated at Mauja Andawa Pargana Jhunsu, Tehsil Phulpur District Prayagraj (Allahabad) (hereinafter referred to as Residential Plot). The Residential Plot is best described at the end of the instant sale deed. The First Party/Seller has right of disposal of the same.
2. The Second Party offers to purchase the Residential Plot situated in the said project fully described at the end of this sale deed in schedule A.
3. The Project is developed under the aegis of Citizen Housing and Developing Co-Operative Society Ltd, which is also a member of the registered consortium as New Suncity Consortium. All residents of the township are required to take membership of the society for the welfare of the township and by part taking in this deed the Second Party/Purchaser has also become a member of the Co-operative Housing Society and has taken membership of the Housing Society, in pursuance of which a membership receipt is being issued to the Second Party / Purchaser and details recorded in the membership register of the Society.
4. The offer of the Second Party/Purchaser being most reasonable according to market price, the First Party/Seller has agreed to sell the Residential Plot to the Second Party.
5. All the formalities have been completed and now it is necessary to execute the sale deed in favour of Second Party on the following acceptable ground.
6. The Second Party/Purchaser is satisfied with the development work and quality provided by the First Party/Seller/Promoter and shall raise no dispute, claims regarding quality and workmanship in future. At present most of the required development work has been completed by the promoters and it has been physically verified by the Second Party/Purchaser.
7. The Second Party/Purchaser has took membership in said project and as per the agreed payment plan between the parties the consideration amount has been paid through various installment including payment of petty amount in cash and through various cheque/RTGS/NEFT as per the agreed terms between the parties in this manner the entire consideration amounting to Rs./- (Rupees Only) and the entire payment Schedule has been verified.
8. The Layout plan of the aforesaid project has been approved by the Prayagraj Development Authority and the nomenclature of the property under sale by the instant sale deed is on the basis of approved plan. However due to any technical reason or any issues in land assembly of the project; any deviation in nomenclature may be required under such circumstances it will not affect the title towards the property under sale by the way of this deed, as such the dimension, location, GPS coordinate and arazi no will remain unaltered and if so required this may be corrected by executing titmia deed between the parties.
9. The Second Party/Purchaser has scrutinized and satisfied himself regarding the title of property possessed by the First Party/Seller. Nothing remains undisclosed. The Second Party/Purchaser has also reviewed and satisfied himself/herself with all relevant revenue records and verified the measurement of the vended property.

10. After the execution of the instant sale deed, the Second Party/ Purchaser shall become the absolute owner of the Residential Plot. Consequently, the title including all rights and interest in the said Residential Plot shall stand transferred from the First Party/Seller to Second Party/Purchaser. The First Party has handed over peaceful possession to the Second Party/Purchaser. The Second Party/ Purchaser shall get its name recorded in all relevant records.
11. The Second Party/Purchaser shall have right to construction subject to approval of building map from Prayagraj Development Authority Prayagraj in accordance with existing building by laws and rules strictly in accordance with the norms of plinth height and laying of ramp within plot premises.
12. The plot shall be used for residential purpose only. Commercial or any other use is not allowed unless and until it is earmarked in the layout of the project for specific purpose and it has been sold for the same.
13. That the Second Party/purchaser will not open doors or windows, create any kind of hindrance, occupy and do any construction on the common passage footpath & roads causing inconvenience of any kind to any person.
14. That any charges, fees or tax imposed on the said property by any Government/Semi-Government/State Government or any local authority such as GST/TDS etc. shall also be paid by the Transferee/Purchaser.
15. The Second Party/Purchaser hereby agrees to pay, due to increase on account of any fee by any name, payable to the competent authority and/or any other increase in charges which may be levied or imposed by any competent authority from time to time. The First Party/Seller undertakes and agrees that while raising a demand on the Second Party/Purchaser for increase/levy in any fee, cost/charges imposed by any competent authorities, the Promoter shall enclose the said notification/order/rule/regulation/ demand note to that effect along with the demand letter being issued to the Second Party/Purchaser.
16. The Second Party/Purchaser shall, after the execution of the instant sale deed may obtain its own electricity connection for use at its own cost including fees and deposits. The First Party/Seller/Promoter shall bear no responsibility of providing electricity however the electrical infrastructure has been already developed by the First Party/Developer.
17. Upon completion of the said project the First Party/Seller, together with the Second Party purchaser and other residents and owners shall establish a resident welfare society as agreed between them. This society shall be responsible to maintain the entire project area including use of common place, security, common light, CCTV camera, sewer line, repairing and operation of submersible pump, generator, program/function. All expenses shall be borne by the respective society in the form of monthly maintenance charge as the society so determines under its bye-laws in this connection a separate maintenance agreement will have to be executed. The Second Party/Purchaser shall not refuse to pay the monthly maintenance charges in respect of the Residential Plot. In case the Second Party/Purchaser denies such payment, the society may proceed against it in accordance with its bye-laws and prevailing laws.
18. The Second Party/Purchaser agrees and understands that he/she/they/it shall not have any right in any Commercial premises, Institutional Plots, Nursing Home, Shops, Community center/Banquet hall, Institutional buildings, Schools, Colleges, Club, Gymnasium etc. as and when constructed in the Project. The developer/promoter

shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Second Party/Purchaser shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community center/banquet hall etc to any person and also in their operation and management.

19. The Second Party/Purchaser shall have equal rights to use common areas viz roads and parks, passage, common amenities without creating any hindrance, encroachment, obstruction thereupon.
20. The earmarked common areas and service areas, if any, as located within the Township Project, shall be earmarked for purposes such as parking spaces and services, electric transformer, DG set, underground water tanks, pump rooms, maintenance and service rooms, fire fighting, equipment's etc. and other permitted uses as per sanctioned plans. The Second Party/Purchaser shall not be permitted to use the services areas and such earmarked common areas and service areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Second Party/Purchaser and other owners, residents or Allottees for rendering maintenance services.
21. The Promoter/maintenance agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, Plots or structures thereon for providing necessary maintenance services and the Second Party/Purchaser also agrees to permit the Association of Allottees and/or maintenance agency to enter into his premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
22. The Second Party/Purchaser shall enter into a separate facility management and maintenance contract with the Association of Allottees or such maintenance agency as may be designated in this regard, in accordance with the provisions of applicable law, for the maintenance of common areas and facilities. The Second Party/Purchaser further undertakes to abide by the terms and conditions of the maintenance agreement.
23. The Second Party/Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the unit or anywhere on the exterior of the buildings therein or Common Areas. Further the Second Party/Purchaser shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages. It is further specified that the Second Party/Purchaser shall not hoard construction materials such as sand, bricks, aggregate etc. on roads or adjacent plots. In case construction material is kept on road then "Malba Charge" will be applicable. Water charge for construction, Electricity charge for construction (2% on estimated cost of constructions), Dry and wet dustbin, boundary wall construction charge etc. will be applicable additionally.
24. In addition to above charges facility development charge will have to be paid as and when demanded.
25. Any charges levied by any statutory body including Prayagraj Development Authority will be pro-rata basis borne by the Second Party/Purchaser even after the execution of the sale deed.

26. The Second Party/Purchaser shall in no way increase the plinth height above approved plinth height as declared by the developer and in no way allow any portion of ramps etc. to exceed the plot limit and come on to the footpath or drain or road. A breach of this condition will be construed as a major default on the part of the Second Party/Purchaser and will be liable for demolition of such encroachment along with costs recovered from the Second Party/Purchaser towards the same. The Second Party/Purchaser must ensure that the construction plans finalized by the Second Party/Purchaser is duly vetted by the developers well in advance, so as to avoid any inconvenience or disappointment.
27. The Second Party/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Second Party/Purchaser and/or maintenance agency appointed by association of Second Party/Purchaser. The Second Party/Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
28. The project of the developer is being developed in phases, future plans of the developer has been informed and declared to the Second Party/Purchaser. The future extension and phases are bound to use the single entry/exit gate and roads of the township along with common services and trunk lines for sewer, drains, water supply etc.
29. The Second Party/Purchaser hereby declare and undertake that he/she/they/it shall not have any objection whatsoever in such further development under current and extension phases of the projects which has been duly declared by the promoters beforehand, at the time of booking itself. Moreover the Second Party/Purchaser is bound to issue a no objection certificate even after the execution of this instant sale deed as and when required by Prayagraj Development Authority according to the prescribed rule. As the First Party/Seller is a co-operative society it has to make arrangements for current future members of the society.
30. No Construction is permissible without formal approval of construction map of the property under purchase from Prayagraj Development Authority. As such layout of the project has been approved and as far as the question of approval of building map is concerned the Second Party/Purchaser is liable to apply and get approval of the same from the competent authority.
31. Brief but mandatory guidelines are as per Schedule-B annexed herewith which is an integrated part of instant sale deed. The Second Party/Purchaser has specially agreed to abide by these guidelines of the township.
32. All expenses in relation to transfer of property by virtue of this sale deed shall be borne by Second Party/Purchaser.

SCHEDULE-A**DETAILS OF THE “RESIDENTIAL PLOT ” AT New Suncity Township**

Plot No., Sector Chitwan, having area Sq.Mtr./..... Sq.Yard/..... Sq.Ft. arising out of part of Arazi No. area measuring Sq.Mtr has been transferred in the aforesaid New Suncity Township situated at Mauja Andawa Pargana Jhuns, Tehsil Phulpur District Prayagraj (Allahabad) the boundaries are as under below : :

Boundaries :-

In East :

In West :

In North :

In South :

STAMP VALUATION

The above residential plot situated on Mtr. wide road, in New Suncity Township situated at Mauja Andawa Pargana Jhuns, Tehsil Phulpur District Prayagraj (Allahabad) and it is governed by the Code No.- 0390 Page No.- 65 of collector's rate list.

The above property is meant for residential purpose only. The total area of Plot No....., Sector, having area Sq.Mtr./..... Sq.Yard/..... Sq.Ft. arising part of Arazi No. situated at Mauja Andawa Pargana Jhuns, Tehsil Phulpur District Prayagraj (Allahabad)

Valuation of the residential plot according the collectors rate list and prescribed method :-

Valuation according to Circle Rate is Rs. 13,000/- per Sq.Mtr. as the property under sale is situated on mtr. wide road. Having total area Sq. mtr. Accordingly the circle rate is Rs./- However the Sale Consideration is Rs./- hence as per prescribed government order 7% stamp duty on Circle Rate amount Rs./- has been paid amounting to Rs./-.

Stamp Duty has been paid on following manner :-

Rs./- paid on through E-stamp Certificate No.

Dated bearing Serial No.

Witness :- 1

Witness :- 2

Date :

Place : Prayagraj.

Signature of First Party
(Seller)

Signature of Second Party
(Purchaser)

SCHEDULE-B

The Second Party/Purchaser agrees to do or not to do all or any of the following acts as applicable :-

- (i) Not to use the Plot or structures thereon for the purpose of any trade, business, employment, service or manufacture of any description, nor as a hotel plot or guest house, rooming house or place of public reason, nor for any other purpose other than as private residence for the use of one family only to each dwelling unit, nor shall anything be done or permitted upon the Plot or structures thereon that shall be a nuisance to the occupants of any neighbouring property.
- (ii) Without prior specific written permission from the Developer/Promoter, not to erect or permit to be erected any tents, trailer, shacks, tanks or temporary or accessory building or structures.
- (iii) Not to do anything or maintain in or outside the Plot or structures thereon or the common areas, anything which may become unsightly or a nuisance to the Project. In the event of a dispute, the decision of the Manager of the Maintenance Agency shall be final & binding.
- (iv) Submit approved map with the promoters before starting construction, no ramp outside plot area, over footpath, road or drain. Restrict plinth level to approved height only, vehicle parking is not permitted on road, it should be parked within plot area.
- (v) Not to permit growth or maintenance of any weeds or other unsightly growth upon any Residential Unit and not to place or allow to be placed in public view in the Plot or structures thereon or Outside, any unsightly object.
- (vi) To maintain or cause to maintain the Plot or structures thereon, improvements, appurtenances, etc. in a safe, orderly, painted and attractive condition. To ensure that all lawns, landscaping and sprinkler systems, etc are installed and maintained in a neat & orderly condition.
- (vii) Without prior written permission of the Developer/Promoter and the applicable Governmental Authorities, not to cut down or remove a living tree. If any such tree is cut down, destroyed or removed, the same shall be replaced at the cost and expense of the purchase.
- (viii) Not to keep or permit keeping at the driveway area of the Plot or structures thereon, any trash, garbage or other waste materials, to ensure that all waste shall be kept in garbage bins, which shall be kept in a neat condition & screened from public view. The garbage bins may not be placed outside any Residential Unit except for a reasonable period for the garbage pickup to be accomplished. To ensure that all trash, garbage & their containers are animal proof.

- (ix) Not to raise, breed or keep in the Plot or structures thereon, any animal, livestock or poultry of any kind, except normal domesticated household pets like dogs or cats, which are not ferocious. To ensure that the pets are leashed at a times while on any area outside the Plot or structures thereon. Pets shall not be permitted on such areas as may be notified from time to time. Each pet owner shall be responsible for the removal & disposal of their Pets body waste. Any pet, which becomes a reasonable source of annoyance to other residents, may be ordered to be removed by the Developer/Promoter and the Second Party/Purchaser confirms that he shall have no objection to such removal. No reptile, amphibians or livestock may be kept in or on any Plot or structures thereon.
- (x) Not to increase the Plot or structures thereon in size or encroach upon common areas. The Second Party/Purchaser shall not change or attempt to change the designs & dimensions of the Plot or structures thereon.
- (xi) No commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four wheeled passenger automobile, non –commercial vans shall be placed parked or stored in the Plot or structures thereon or in the common areas for a period of more than 8 hours unless said vehicle is necessary in the actual construction or repair of a structure or ground maintenance.
- (xii) Construction of boundary wall, gate (as per design or time line) and providing society dry and wet waste dustbins for garbage collection shall have to be paid for.

The Second Party/Purchaser agrees that the Developer/Promoter may at its sole and absolute discretion alter, waive or modify any of the foregoing and other restrictions so long as their substantial character in maintained.

Drafted by: Dharamraj. N. (Advocate)

EN U.P-14284/2000

A/D0219 HIGH COURT ALLAHABAD.

Typed by: Prabal Tiwari