SHORT DESCRIPTION OF SALE DEED

1.	Nature of Land	:	Residential
2.	Ward/Pargana	:	Karchhana, Allahabad
3.	Mohalla/Mauza	:	Chak Satai Mishir, Naini, Allahabad
4.	Details of Property	:	FLAT NO (BHK) AT FLOOR SITUATED AT RUDRA AAKRITI, CHAK SATAI MISHIR, NAINI, PARGANA ARAIL, TEHSIL- KARCHHANA, DISTRICT- ALLAHABAD
5.	Measurement In	:	Sq. Mtrs.
6.	Proportionate area of land	:	Sq. Mtrs.
7.	Location of the Road	:	Arail Mod (CHAK SATAI MISHIR, NAINI)
8.	Description	:	40 Feet Road
9.	Type of Property	:	Residential Apartment (Flat)
10.	Total area of Property (Land)	:	13054.71 Sq. Mtrs.
11.	Total Covered Area (Carpet)	:	24035.37 Sq. Mtrs.
12.	Carpet Area (Flat)	:	Sq. Mtrs.
13.	Super Built up Area (Flat)	:	Sq, Mtrs.
14.	Year of Construction Completed	:	2017
15.	Sale Consideration in	:	Rs
16.	Value as per circle rate	:	Rs
17.	Stamp Duty Paid	:	Rs

BOUNDARIES:

EAST	:	
WEST	:	
NORTH	:	
SOUTH	:	
VEND	OR/FIRST PARTY (1)	VENDEE/SECOND PARTY (2)
	avnirman Pvt. Ltd., having its ce at Ground Floor 03, 80, Joy	1. Mr
Narayan, Santra Lane, Howrah (W.B.) 711101		Occupation:
and its branch	n office at Gayatri Dham Milan	Mo. No
Square, M.G.	Marg, Civil Lines, Allahabad-	PAN –
211001 throug	h its authorized signatory, Mr.	ID No
•••••	, S/o	
	, vide	2. Mr S/o Mr.
	ion by Directors dated	R/o
Occupation:	=	Occupation:
Mo. No		Mo. No
PAN		PAN –
ID No		ID No

SALE DEED

AND

Vendee/2nd Party

WHEREAS the vendor/1st party is a private limited company incorporated under the Indian Companies Act, 1956 having its registered office at Ground Floor 03, 80 Joy Narayan, Santra Lane, Howrah (W.B.) 711101 and its branch office at Gayatri Dham Milan Square, M.G. Marg, Civil Lines, Allahabad-211001.

Whereas the vendor/1st party on 25.10.2011 has purchased Bhumidhari Arazi No.1(MI) area 123.20 sq. mtr. situated in Mauza-Chak Satai Mishir, Parghana-Arail, Tehsil-Karchana, Dist.-Allahabad, from Smt. Pushpa Kumari W/o Shri Shiva Narayan, Mauza-Raipura, Tehsil-Sadar, Dist-Mirzapur, vide registered sale deed, which is registered in Book No. 1 Volume No. 2480, on pages 371 to 392 at serial no. 5979 on 25.10.2011, in the office of Sub-Registrar, Karchana-Allahabad, and from the date of purchase the vendor/1st party has become the absolute owner in possession of the said land and none else have any right, title or interest in the said property. The name of the vendor/1st party has also been mutated in the revenue records of Tehsil Karchana, Dist. Allahabad.

Whereas again on 25.10.2011, the vendor/1st party has purchased Bhumidhari Arazi No.1(MI) area 2156.80 sq. mts. and Bhumidhari Arazi No. 3(MI) area 517 sq. mtr., situated in Mauza-Chak Satai Mishir, Parghana-Arail, Tehsil-Karchana, Dist.-Allahabad from its owner Smt. Nagina Bano D/o Shri Moain Uddin R/o 14/4B/5, Chak Dondi, Naini, Allahabad vide registered sale deed which is registered in Book No. 1 Volume No. 2481, on pages 43 to 104 at serial No. 5982 on 25.10.2011, in the office of Sub-registrar Karchana, Allahabad and from the date of purchase the vendor/1st party became the absolute owner of the said property and none else have any right, title or interest in the said property. The name of the vendor/1st party has been mutated in the revenue records.

WHEREAS again on 25.10.2011, the vendor/1st party has purchased, part portion of Bhumidhari Arazi No. 2 area 1830 sq. mtr situated in Mauza-Chak Satai Mishir, Parghana-Arail, Tehsil-Karchana, District-Allahabad from its owners Shri Asaif Uraf Mohd. Asaif S/o Late Saiyad Ahamad, R/o Pura Phateh Mohd. Naini, Praghana Arial, Tehsil-karchana, Dist.-Allahabad, vide registered sale deed which is registered in Book. No.1 Volume no. 2481 on pages 1to 42 at serial no. 5981 on 25.10.2011 in the office of Sub-Registrar Karchana, and from the date of purchase the vendor/1st

party became the absolute Bhumidhari owner of the said land and none else have any right, title or interest in the said property. The name of the vendor/1st party has been mutated in the revenue records

Whereas again on 25.10.2011, the vendor/1st party purchased Bhumidhari Arazi No. 4(MI) area 2700 sq.mtr. and Bhumidhari Arazi No. 5(MI) area 3694 sq. mtr. situated at Mauza-Chak Satai Mishir, Parghana-Arail, Tehsil-Karchana, District-Allahabad from its owner Smt. Mansa Devi W/o Shri Behari Lal Agrwal, R/o Ashok Takiz, H. No. 237/101 B, Chak Dauad Nagar, Naini, Allahabad vide registered sale deed which is registered in book No. 1, Volume No. 2481 on Pages 105 to 232 at Serial No. 5983 on 25.10.2011, in the office of Sub-Registrar, Karchana and from the date of purchase the vendor/1st party became the absolute owner of the said property and none else have any right, title or interest in the said property. The name of the vendor/1st party has been mutated in the revenue records.

Whereas again on 25.10.2011, the vendor/1st party has purchased Bhumidhari Arazi No. 14(MI) area 1003.34 sq. mtr. situated at Mauza-Chak Satai Mishir, Parghana-Arail, Tehsil-Karchana, District-Allahabad from its owner Smt. Mansa Devi W/o Shri Behari Lal Agrawal R/o H. No. 237/101 B Chak Daund Nagar, Naini, Allahabad, vide registered sale deed which is registered in book No. 1, Volume No. 2480 on Pages 393 to 442 at Serial No. 5980 on 25.10.2011, in the office of Sub-Registrar Karchana, and from the date of purchase the vendor/1st party became the absolute owner of the said property and none else have any right, title or interest in the said property. The name of the vendor/1st party has been mutated in the revenue records.

Whereas after the purchase of the said land the vendor/1st party become absolute owner of Arazi No. 1 area 2280 sq. mtr. and Arazi No. 4 Area 2700 sq. mtr. and 5 Area 3694 sq. mtr. and Arazi No. 2 Area 1830 sq. mtr. and Arazi No. 14 Area 1003.34 sq. mtr. and Arazi No. 3 Area 517 sq. mtr. Total Area 12024.34 sq. mts. situated at Mauza, Chak Satai Mishir, Parghana Arail, Tehsil Karchana, District Allahabad, and constructed boundary wall on all the four sides and one room on the above mentioned purchased land.

Whereas after the purchase of the above mentioned land the vendor/1st party moved an application under section 143 of UPZA and LR Act, for the conversion of the land use of the above mentioned land from agricultural land to non-agricultural land. The Up-Zilla Adhikari, Karchana, Allahabad on 10.05.2013, passed an order that the Arazi no. 1 area 2280 sq. mtr. and part of Arazi No. 4 area 2700 sq. mtr. And Arazi No. 5 area 3694 sq. mtr. And Arazi No. 2 area 1830 sq. mtr. And Arazi No. 14 Area 1003.34 sq. mtr. And Arazi No. 3 Area 517 sq. mtr. Total Area 12024.34 sq. mtr. has been converted from agriculture land to non- agriculture land in case No. 98/2013 and thus the said land has become non- agricultural land.

Whereas again on 28.02.2013, the vendor/1st party has purchased part portion of Bhumidhari Arazi No. 5(MI) area 188.07 sq. mtr. and Bhumidhari Arazi No. 9(MI) area 842.3 sq. mtr. Totaling area 1030.37 sq. mts. situated at Mauza-Chak Satai Mishir, Parghana-Arail, Tehsil-Karchana, District-Allahabad from its owner Smt. Nagina Bano W/o Shri Mohd. Javed R/o H. No. 47A, Janhagirabad, Gangia, Naini, Allahabad vide registered sale deed which is registered in book No. 1, Volume No. 2993 on Pages 231 to 254 at Serial No. 1033 on 28.02.2013, in the office of Sub-Registrar Karchana, and from the date of purchase the vendor/1st party became the absolute owner of the said property and none else have any right, title or interest in the said property. The name of the vendor/1st party has been mutated in the revenue records.

Whereas after the purchase of the said land the vendor/1st party become absolute owner of Arazi No. 5 area 188.07 sq. mtr. and Arazi No. 9 Area 842.3 sq. mtr. Total Area 1030.37 sq. mts. situated at Mauza, Chak Satai Mishir, Parghana Arail, Tehsil Karchana, District Allahabad, and constructed boundary wall on all the four sides and one room on the above mentioned purchased land.

Whereas after the purchase of the above mentioned land the vendor/1st party moved an application under section 143 of UPZA and LR Act, for the conversion of the land use of the above mentioned land from agricultural land to non-agricultural land. The Up-Zilla Adhikari, Karchana, Allahabad on 04.06.2013, passed an order that the Arazi no. 5 area 188.07 sq. mtr. and Arazi No. 9

area 842.30 sq. mtr . Total Area 1030.37 sq. mtr has been converted from agriculture land to non-agriculture land in case No. 119 and thus the said land has become non-agricultural land

Whereas in order to construct multi storied building on the above mentioned total land area 13054.71 sq. mtr. out of which 9977.71 sq. mtrs is open land.

Whereas the vendor/1st party has constructed the Group housing Apartment, known as "RUDRA AAKRITI" multi-storied building on the above mentioned land as per sanction plan and now the flats are ready for sale.

Whereas the vendor/1st party in furtherance of development of the aforesaid scheme offered to the public residential built-up flats of different sizes, dimensions and descriptions.

Whereas the vendee/2nd party expressed his/ her/their desire to purchase Flat No., in "RUDRA AAKRITI" apartment having super built up area Sq. Feet on Floor along with one parking space, morefully detailed and described below and shown in red colour in the annexed map.

Whereas the vendee/Vendees/2nd party is/are ready to purchase the said flat and vendor/1st party is ready to transfer the said flat and vendee/2nd party has/have paid full sale consideration as agreed.

Now, the vendor/ 1^{st} party with its own free will without any coercion or undue influence execute this sale deed in favour of the purchaser $/2^{nd}$ party which is showeth as under :-

1.	That for a total sale consideration of Rs (Rupees	Only),
	the vendor/1st party hereby sells, transfers, alienates and assigns all his right, title interes	t and
	ownership of Flat No, area sq. meters situated on Third floor,	with
	proportionate land area sq. meters, land with building, morefully detailed and desc	ribed
	below and shown in red colour in the annexed map, to the Vendee/2 nd party.	

- 3. That today the Vendor/1st party has handed over the peaceful, vacant possession of the vended property to the vendee/2nd party and put the vendee/2nd party in actual possession of the same.
- 4. That till today, whatever right, title, interest and ownership the Vendor/1st party possessed in the vended property i.e. flat No. have automatically been transferred to the vendee/2nd party and from today the vendee/2nd party has become absolute owner of the vended property.
- 5. That from today, the Vendor/1st party ceases to have any right, title, interest and ownership in the vended property i.e. in flat No......
- 6. That from today the vendee/2nd party has become the absolute owner in possession of the vended property and he is fully entitled to use and utilize the vended property in any manner he likes subject to the terms and conditions mentioned below.
- 7. That the vendee/2nd party shall use the vended property only for residential purpose and shall not be entitled to use for any trade, business, manufacturing or any other commercial purpose.
- 8. That the vendee/2nd party hereby assures the Vendor/1st party that he will not carry on any unlawful activity in the vended property.

- 9. That the vendee/2nd party shall pay regularly all taxes/charges payable to ADA, Nagar Nigam, U.P. Power Corp., Jal Sansthan or any other tax levied by any other local body in respect of the flat purchased by the Vendee.
- 10. That the vendee shall not create any obstructions or hindrance in any manner in use of the common corridor/passage/stairs/lift and common amenities. That the vendee/2nd party shall keep the common area and the compound of other vendees said building neat and clean and in proper condition and shall neither occupy, interfere, hinder or store any goods, furniture, coolers, air conditioners etc. in common spaces, entrances, staircases etc. nor shall use the same for any illegal purpose or in the manner which may cause annoyance to the occupiers of the other flats in the building. The vendee/2nd party shall not be entitled to open any new door or window or any permanent construction in the flat purchased by them.
- 11. That the vendee/2nd party shall have permanent facility for parking of **One** car parking, in the parking space provided on by the Vendor/1st party. The vendee shall not raise any partition wall nor try to enclose his parking area either by bricks or grills.
- 12. That there is a common parking space at basement and ground floor. The vendee shall have a right to park vehicle only in his/her allotted parking space.
- 13. That the vendee/2nd party shall not be entitled to change the permanent structure/elevation in any manner
- 14. That the vendee/2nd party shall also be entitled to get his name mutated on the vended property in the records of Tehsil Karchana or Nagar Nigam, Allahabad.
- 15. That the vendee/2nd party shall be liable to pay the Service Tax, VAT, GST or any other property tax whichever shall be levied or imposed regarding the vended flat.

- 16. That the Vendor/1st party hereby assures the vendee/2nd party that the vended property i.e. flat no. is free from all encumbrances and charges and there is no charge or encumbrance on the vended property. If in future the whole or part of the vended property goes away from the possession of the vendee/2nd party his heirs, successors, assignees and representatives due to the defective title of the Vendor/1st party in that case the vendee, his heirs, successors and assignee shall be entitled to recover the whole or part sale consideration as the case may be from the person and the property of the Vendor/1st party and they shall have no objection in it.
- 17. That in case of natural calamity, due to the act of God, the building raised to the ground in that case the vendee/2nd party shall be entitled for the proportionate open area.
- 18. That the portion of the aforementioned flat hereby sold is upto ceiling height only.
- 19. That vendee/2nd party shall not make any additions/alterations in the Flat, specially covering of balconies, or Building without written permission from the Vendor/1st party and 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 vendee, then all necessary permissions from the authorities (if any required) will be obtained by the vendee 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 vendee/2nd party 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.

- 20. As per terms and conditions imposed by the Jail Authority to ensure the safety and security of the Jail Flat Owners will have to follow the following terms and conditions
 - A. That the Vendee/ 2^{nd} Party shall not rent-out his/her flat without execution of bilateral rent agreement.
 - B. That if the Vendee/2nd Party rent out or sold the flat and conduct of the tenant or new purchaser of flat seems as if doubtful then Police verification shall be necessary as per terms and conditions of the Jail Authority.
 - C. That the welfare society of flat owners will be formed and all flat owners shall be member of the society and the society shall ensure the compliance of the safety norms of the Jail.
 - D. That the roof of the top floor will remain locked always by the society of flat owners, the lock of the top floor may be opened under strict supervision of the society only in any emergency or for necessary maintenance or for installation of services on the top floor.
- 21. That the materials used in finishing of the flats (such as:- Wire, Switches, Floor Tiles, Wall Tiles, Plumbing Pipes and Fittings etc.) and that for building (such as: Lift, Generator, Water Pumps etc.) are of branded quality and of certified companies and whatever warranties will be extended by them to the vendor shall stand extended to the vendee/2nd party and that vendee/2nd party shall not be entitled for any warranties beyond that.
- 22. That there shall be Society formed by the flat owners of the respective flats. The Society shall be registered under the provisions of Section 14(2) of the Uttar Pradesh Apartment (Promotion of construction, Ownership and Maintenance) Act 2010. The duties and responsibilities of the society will be to maintain the common area and the maintenance, upkeep, repairs, security, landscape of the common service etc. In case of more than one owner of the flat, only FIRST member shall be the member of the society.

- 24. That the vendee/vendees furthers undertakes:-
 - A. Permit the representatives of the said society or company and until such society or company is formed, representatives of the vendor and its surveyors and agents with or without workmen at all reasonable times to enter into the said flat and to examine the state and condition thereof.
 - B. Permit all reasonable times the workers/ labors/ supervisors appointed by the said company is formed, by the vendor or enter in the said apartment for inspection, maintenance repair, restoration and cleaning of installation of fixtures comprising the common area and common facility and not to create any obstruction in the work of such workers/ laborers/ supervisors.
 - C. Keep the common area and compound of the said apartment neat and clean and in proper condition.
 - D. Maintain at his/ her/ their own cost the flat in good condition, state order and shall abide byelaws, rules and regulation of the government, Allahabad development Authority or local body as well as with the rules and bye-laws framed by the society of the flat owners of the apartment.
 - E. Keep the building walls and partition walls and other fittings and fixtures and appurtenances there to in good working conditions and in particular so as support shelter and protect the

- Apartment as a whole, the vendee/ vendees will be liable to pay all taxes and charges in proportion to area of construction of the flat with the total constructed area of the apartment.
- F. Be responsible to Nagar Nigam or any other authority for anything done in connection with the said building complex and shall also keep the said society or company and until such society or company is formed, to the vendor, indemnified against losses, payments which the said society or company or the vendor may suffer or may have to pay on account of any violation made by the vendee of any law or regulation of any authority at any time in future.
- 25. That for proper maintenance of the entire Apartment the vendee/ occupiers of the flats shall form the society and in this respect the vendee/ vendees shall:-
 - A. Sign all necessary documents required for the purpose of formation and/ or registration of such society or association;
 - B. Perform all rules and regulation of the society or association made from time to time.
- 26. That the vendor shall have right to raise stories or put up further additional structure in the apartment over the un-allotted area of exclusive car/ scooter parking which shall be the sole property of the vendor who shall be entitled to dispose off the same or any part thereof in any manner the vendor chooses. The roof of the building shall be property of the vendor and the vendor shall be entitled to connect electricity, water, sanitary, drainage fittings, telex, telephone connections and other connections cables, gas, fire fittings etc., to the additional structures with the connections for the time being existing and the said additional structure shall be entitled to all benefits, advantages, easements and facilities as the other parties of the said Apartment or building for the time being shall have, the vendor shall also be utilizing in such manner as the vendor may deem fit un-allotted parking areas.
- 27. That the right of the vendee/ vendees will be transferable and heritable, however the transferee or legal representatives of the vendee/ vendees will be bound by the covenants herein contained to be observed by the vendee/ vendees.

28. That according to the new Electricity Supply Rules, the builder/ vender/ 1st party shall take one electric connection in its own name and then provide electric connection to each flat owners. The Vender /2nd party shall get electric connection through pre-paid sub-meter provided by vendor/1st party in that connection, the builder has to deposit security deposit and incur expenses. After obtaining electric connection, the builder shall give electric connection to each flat owners. The builder shall be entitled to take security deposit and expenses incurred from each flat owner, for giving electricity connection from main connection upto the flat of each owner in the proportionate ratio and electric charges. After the formation of society, the society shall be entitled to take electric charges from each flat owners and to pay the bill amount to the electricity department.

SCHEDULE OF PAYMENT

	SCHEDULE OF P	ROPERTY HER	REBY SOLD
FLAT NO.	ON	FLOOR	SQ. MTR. (BHK)
SITUATED	AT CHAK SATAI	MISHIR, NAINI,	PARGANA-ARAIL
TEHSIL-K	ARCHANA, DISTRICT	-ALLAHABAD, N	AMED AS 'RUDRA
AAKRITI',	SHOWN IN THE ANNE	XED MAP AND BO	UNDED AS UNDER:-
BOUNDARIE	es:		
EAST	:		
WEST	:		
NORTH	:		
SOUTH	:		

VALUATION OF PROPERTY FOR THE PURPOSES OF STAMP DUTY

Proportionate Are Tota	ea of land : l Land of Multistoried Complex X Are	ea of Flat Sold
= Tot	al Constructed Area of Multistoried Co	omplex
= <u>1</u>	<u>13054.71 X</u> = sq. r	mtrs.
a. Cost of A	Average land = X 8400	=/-
	construction = X 15000	
c% st	torey deduction in value of construction	n, as the Vended
	tuated on Floor (
	the flat (a+c)	=/-
e. Commoi	n amenities @ 25% () for	=/-
Charges	for Parking, Power backup, Security Gu	uard, Community Center, Swimming Pool, Jim,
Lift, etc.)		•
f. Stamp @	7%	=/-
Stamp of Rs	/- Is payable on Rs	/- (Rs/- through e-Stamp
		& Rs/- through Non-Judicial
Stamp.)		· ·
As per G.O. No. 2	2756/11 dated 30/6/2008 of U.P. Govern	rnment.
-	Rs/- is paid.	
IN WITNESS W	HEREOF the parties hereto have sign	ned and executed this deed of sale with their own
free will and acco	ord, without any coercion and in sound s	state of mind and health on this day of,
2017 at Allahabad		•
Photo at	tested by Mr.	, Advocate, Tehsil, Karchhanna as per
Identification of v	witness.	

(18)

PHOTOGRAPHS OF

FLAT No. ON FLOOR, SQ. MTR. (...... BHK) SITUATED AT CHAK SATAI MISHIR, NAINI, PARGANA-ARAIL, TEHSIL-KARCHANA, DISTRICT-ALLAHABAD, NAMED AS 'RUDRA AAKRITI'

Witness No. (1)	S/o Mr.	
,	R/o	
	Mo. No	
	ID No	
Witness No. (2)	S/o Mr.	
	R/o	
	Mo. No	
	ID No	

