

SUMMARY OF DEED

Date of Execution: -----
 Mohalla: ----- Harwara
 Type of Land: ----- Residential
 Type of property----- Residential
 Description of property: ----- Independent Villa No. RH-.....
 Construction:----- Semi Finished
 Constructed Area: ----- Sq. Mtrs.
 Land: ----- Sq. Mtrs.
 Quality of Construction:----- R.C.C. First Class
 Road: ----- Code-162, Page-47
 Sale Consideration: ----- Rs./-
 Valuation: ----- Rs./-
 Paid stamp duty: ----- Rs./-

SALE DEED

THIS INDENTURE made on this

BETWEEN

1. **SHEKHAR KAPOOR [Pan No. ADAPK7572Q, Aadhaar No. 893991694413 & Mob No. 9415017552]** Son of Late Prithvi Nath Kapoor resident of 13H/7, Clive Road, Civil Lines, Allahabad – 211001.
2. **M/s Sai Dham Apartments [PAN - ABNFS4134P]** A duly registered partnership firm with the Registrar of Firms and Societies under the provision of Partnership Act, 1929; having its registered office at: 12/16, Mayo Road, Allahabad through its partner M/s Jagdish Housing Company (P) Ltd. [PAN – AABCJ4676R]; a duly Registered Company incorporated under the provisions of Companies Act, 1956, having its registered office at: 12/16, Mayo Road, Allahabad-211001 through its Chief Executive Officer **Sri Rajesh Kumar Gupta (Pan No. ACLPG6164H, Aadhaar No. 464341627587 & Mob No. 9415218553)** son of Sri R.P. Gupta, resident of 21/19, Mayo Road, Allahabad-211001.

(Hereinafter called "THE VENDORS"); which term shall always mean and include their heirs, legal representatives, successors, executors, representatives, administrators, assignees and nominees; unless expressly excluded.

AND

1. w/o **Shri** r/o

(Hereinafter called "THE PURCHASER"); which term shall always mean and include his heirs, legal representatives, assignees and nominees; unless expressly excluded.

WHEREAS the vendor No.1 Shekhar Kapoor son of Late Prithvi Nath Kapoor is exclusive owner in possession of part of Free hold Bhumidhari Arazi No. 101, Area - 2453.06 Sq. Meters; situated in Mauza – Harwara, Pargana and Tehsil – Sadar, District – Allahabad which bears Municipal No. 60/19B, Harwara, Dhumanganj, Allahabad.

WHEREAS Sri Prithvi Nath Kapoor, the father of Shekhar Kapoor (Vendor No.1) purchased 1/2 (One Half) of Free Hold Bhumidhari Arazi No. 101, Area – 6110 Sq. Meters; situated in Mauza – Harwara, Pargana and Tehsil – Chail (Now Sadar), District – Allahabad vide registered sale deed dated 19/12/1964, registered in Bahi No.1, Zild No. 1280, on pages 325/327 at Sl. No. 3432 on 22.11.1964 in the Office of Sub Registrar, Chail, Allahabad from its previous owner. Thereafter by virtue of the sale deed Sri Prithvi Nath Kapoor became owner of northern half portion of aforesaid Arazi No. 101, Area – 3055 Sq. Meters;

situated in Mauza- Harwara, Pargana and Tehsil – Chail (Now Sadar), District – Allahabad. However, the area on spot is only 2453.06 Sq. Meters. Sri Prithvi Nath Kapoor constructed a building thereon bearing Municipal No. 19B (present No. 60/19B), Harwara, Allahabad.

AND WHEREAS Sri Prithvi Nath Kapoor executed a Will dated 27.12.2002 and thereby bequeathed the aforesaid property premises No. 19B, (Present No. 60/19B), Harwara, Dhumanganj, Allahabad built over Northern portion of Free Hold Bhumidhari Arazi No. 101, Area – 2453.06 Sq. Meters, situated in Mauza – Harwara, Pargana and Tehsil – Sadar, District – Allahabad in favour of the vendor No.1 Shekhar Kapoor. Sri Prithvi Nath Kapoor died on 23.4.2010 and thus after death of Sri Prithvi Nath Kapoor, by virtue of aforesaid Will dated 27.12.2002, the vendor No.1, Shekhar Kapoor became exclusive owner in possession of premises No.19B Now No. 60/19B, Harwara, Dhumanganj, Allahabad built over part of Free Hold Bhumidhari Arazi No. 101, Area – 2453.06 Sq. Meters; situated in Mauza – Harwara, Pargana and Tehsil – Sadar, District – Allahabad.

WHEREAS on the request of the vendor No.1 Shekhar Kapoor; the vendor No.2 M/s Sai Dham Apartments agreed to construct 23 independent Villa Residential units over the aforesaid Bhumidhari Arazi No. 101 Area- 2453.06 Sq. Meters land by its own investment after obtaining sanction from Allahabad Development Authority, Allahabad and accordingly M/s Sai Dham Apartments applied for and obtained sanction Building Plan from A.D.A., Allahabad vide its Letter No. 71/प्रा०अ०(भवन) जोन-1/वि०प्रा०/12-13 dated 12.03.2014 in the name of Shri Shekhar Kapoor to construct 23 independent Villa over part of 2430.95 Sq. Meters land part of Bhumidhari Arazi No. 101, situated in Mauza- Harwara, Pargana and Tehsil- Sadar, District- Allahabad after deducting 22.11. Sq. Meters land which has fallen short and area left for common road and future road widening.

After construction of 23 Independent Villa, the vendor no. 1 namely Shri Shekhar Kapoor and vendor no. 2 namely M/s Sai Dham Apartments have agreed that sale consideration of Independent Villa No. **RH-2B, RH-4B, RH-6B, RH-9B, RH-10B, RH-11C, RH-12D, RH-13B, RH-15F, RH-17H, & RH-19K** shall be received by vendor M/S Sai Dham apartments in lieu of its investment & expertise in construction of 23 Independent Villa The remaining 12 Independent Villa No i.e. Independent Villa No. **RH-1B, RH-3B, RH-5B, RH-7B, RH-8B, RH-14E, RH-16G, RH-18J, RH-20L, RH-21M, RH-22N & RH-23P** shall be owned and possessed by the vendor no. 1 namely Shekhar Kapoor and he shall be entitled to either sell or retain the said Villas.

Now the project is completed in all respect and the vendors applied for completion in ADA and has obtained the completion certificate from the ADA vide completion Certificate No. 90/Pra0AA0 (Ta0 Sa0-2)/C.C/2017-18 dated 14-11-2017.

AND WHEREAS the vendor no. 2 namely M/s Sai Dham Apartments has decided to transfer, sell, assign and alienate Independent Villa No. **RH-....., having Land Area Sq. Yards or Sq. Meter; and Constructed Area Sq. Feet or Sq. Meter** consisting **Three Floor (Ground Floor, First Floor and Second Floor)** out of his share situated in “**SAI DHAM PRITHVI KUNJ**”; built over part portion of Bhumidhari Arazi No.101, situated in Mauza- Harwara, Pargana and Tehsil – Sadar, District – Allahabad bearing Municipal No. 60/19B, Harwara Dhumanganj, Allahabad fully described at the end of this deed and also shown to be bounded by red lines in the annexed site plan.

AND WHEREAS the purchaser has received all documents pertaining to development plans and other title documents and after being fully satisfied the purchaser offered to purchase the aforesaid Independent Villa No. RH-4B, having Land Area 99.47 Sq. Yards or 83.17 Sq. Meter; and Constructed Area 2376.26 Sq. Feet or 220.76 Sq. Meter consisting **Three Floor (Ground Floor, First Floor and Second Floor)** situated in “**SAI DHAM PRITHVI KUNJ**”; built over part portion of Bhumidhari Arazi No.101, situated in Mauza- Harwara, Pargana and Tehsil – Sadar, District – Allahabad bearing Municipal No. 60/19B, Harwara Dhumanganj, Allahabad fully described at the end of this deed and also shown to be bounded by red lines in the annexed site plan against a total sale consideration of **Rs.00 (Rupees only)** and the sale consideration offered by the purchaser being very reasonable and as per prevailing market value and therefore the vendors have decided to sell the aforesaid Independent Villa to the purchaser against a total sale consideration of **Rs.00 (Rupees only)**.

NOW THIS SALE DEED WITNESSES AS UNDER:

I. In consideration of **Rs.00 (Rupees only)** paid by the purchaser wholly and exclusively to the vendor No. 2 M/s Sai Dham Apartments as per details given in schedule of payment, the receipt of which is hereby acknowledged by the vendor no. 2, the vendors hereby transfer, sell, alienate and assign Independent Villa No. **RH-....., having Land Area Sq. Yards or Sq. Meter; and Constructed Area Sq. Feet or Sq. Meter** consisting **Three**

Floor (Ground Floor, First Floor and Second Floor); situated in “SAI DHAM PRITHVI KUNJ”; built over part portion of Bhumidhari Arazi No.101, situated in Mauza- Harwara, Pargana and Tehsil – Sadar, District – Allahabad bearing Municipal No. 60/19B, Harwara Dhumanganj, Allahabad fully described at the end of this deed and also shown to be bounded by red lines in the annexed site plan UNTO THE PURCHASER TO HOLD THE SAME AS ABSOLUTE OWNER FOREVER and the vendors have also delivered the possession of the vended property to the purchaser.

II. The vendors and the purchaser hereby agree as under:

1. That the property hereby sold shall be entered into and held and enjoyed by the purchaser without any hindrance or interference from the vendors or any person claiming through/ or under the vendors.
2. That the Purchaser has examined the nature of construction and quality work of the unit and is fully satisfied with it. The Purchaser hereinafter shall not be entitled to raise any sort of dispute or claims regarding quality of the construction/ workmanship or anything or matter relating to or incidental to the construction etc., of the said unit.
3. That the Purchaser has scrutinized and satisfied himself about the right title and interest, encumbrance, right to construct on the said unit and also satisfied about the right to sell which is possessed by the Seller and has also seen all the papers regarding the same.
4. That the purchaser shall be entitled to get his name mutated in the records of Nagar Nigam, Allahabad and in any other relevant Government Department and Authority.
5. That the property hereby sold is free from all encumbrance, lien or charge.
6. That House Tax and Water Tax regarding the property hereby sold have been paid by the vendors upto the date of execution of this sale deed and after execution of this sale deed, the same shall be paid by the purchaser.
7. That the vendors will at the cost of the 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.
8. That, if at any time in future the property hereby sold goes out of the possession of the purchaser due to any defect in the title of the property, the vendor M/s Sai Dham Apartments shall return the entire amount of sale consideration to the purchaser.

9. That the purchaser shall regularly pay Taxes/ charges payable to Allahabad Development Authority, Allahabad or Nagar Nigam, Allahabad or U.P. Power Corporation, Allahabad in respect of the property purchased by the purchaser.
10. That the purchaser shall abide all bye laws, rules and regulations of Allahabad Development Authority, Allahabad/ Local Bodies and shall be responsible for all deviation/ violation or breach of any condition of laws/ bye laws or rules and regulations.
11. That the purchaser has not paid any GST to the Vendors, if any Tax whatsoever will be imposed regarding the property hereby purchased by him and the vendors shall have no concern with the same.
12. That the Purchaser agrees to pay all taxes, charges, payable in respect of his unit to the State Government, Central Government or any other authorities empowered to impose the same.
13. That the purchaser shall not be entitled to change the elevation of the building.
14. That the purchaser shall not make any addition/ alterations in the Independent Villa /Building without written permission from the concerned Authorities.
15. That the purchaser shall use the Villa only for residential purpose. He shall not be entitled to use the Villa hereby sold for any trade, business, manufacturing or any other commercial purpose.
16. That the purchaser shall be entitled to use and enjoy the common internal road and amenities of the aforesaid project "**Sai Dham Prithvi Kunj**".
17. That owner of the different units of Sai Dham Prithvi Kunj shall form a Residents Welfare Association/ society to maintain the internal common internal road and common amenities of the said colony "Sai Dham Prithvi Kunj". The said society shall decide the manner in which the common internal road and common amenities shall be maintained and shall also decide the charges payable by the purchaser towards the same and the purchaser shall be bound to pay the said amount towards maintenance.
18. That the electric connection of the project shall be got approved in the name of Resident Welfare Society at the sole and exclusive , risk and responsibility of vendor No.2 Sai Dham Apartments and all the residents shall take their individual connection from the electricity department at their own cost and shall pay all the

charges as per rules of the Electricity Department without creating any liability on the vendors and shall share the transformer and connection charges on prorata and load basis.

19. That notwithstanding anything contained in any other clause to the presents, it is hereby expressly agreed to between all the three parties to these presents, that in case of any financial, legal or commercial liability or obligation of any sort whether statutory or otherwise that may arise in future with regard to the 23 independent Villa plots in the "**SAI DHAM PRITHVI KUNJ**", the same shall be wholly and exclusively the risk and responsibility of the builder/developer vendor no. 2 and shall be dealt with and borne exclusively by the builder/developer vendor no. 2 and that the vendor no. 1 & the purchaser shall have no concern in any manner whatsoever except the title of the property.

SCHEDULE OF PAYMENT

- A. Rs.00 (Rupees Only) dated vide Cheque No. of Bank, Branch, Allahabad.
- B. Rs.00 (Rupees Only) dated vide Cheque No. of Bank, Branch, Allahabad.
- C. Rs.00 (Rupees Only) dated vide Cheque No. of Bank, Branch, Allahabad.

SCHEDULE OF PROPERTY HEREBY SOLD

Independent Villa No. RH-....., having Land Area Sq. Yards or Sq. Meter; and Constructed Area Sq. Feet or Sq. Meter situated in "SAI DHAM PRITHVI KUNJ"; built over part portion of Bhumidhari Arazi No.101, situated in Mauza- Harwara, Pargana and Tehsil - Sadar, District - Allahabad bearing Municipal No. 60/19B, Harwara Dhumanganj, Allahabad; Covered Area on Ground Floor = Sq. Mtrs; on First Floor = Sq. Meter; on Second Floor = Sq. Meters and covered area of mumty on Third Floor = Sq. Meters. Total covered Area Sq. Meter and also shown to be bounded by red lines in the annexed Site Plan and bounded as below:-

North -

South -
East -
West -

VALUATION OF PROPERTY FOR THE PURPOSES OF PAYMENT OF STAMP DUTY:

Sai Dham Prithvi Kunj is situated on Harwara Road, which exists at V. Code No. 162 & Page No. 47 of Collectors rate list. The property is meant for residential purposes.

The valuation of vended Independent Villa No. RH4B, according to prescribed methods is as under:-

Cost of Construction Sq. Mtrs. × 15000/-	= Rs./-
Cost of Land Sq. Mtrs. × 13230/-	= Rs./-
Total		= Rs./-
2% Charges for Security System		= 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. **IN-UP.....P** dated according to Govt. Notification No. 2756/11 dated 30th June 2008 accordingly.

{Photo of Independent Villa No. RH-B}

IN WITNESS WHEREOF we the vendors and the purchaser have signed and executed this deed of sale out of their own free will and accord without any undue influence in the presence of witnesses.

Witnesses:

Witness No. 1 -

S/o

R/o



.....

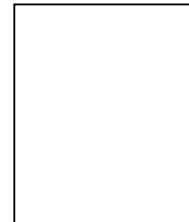
AADHAR No.

Witness No. 2-

S/o

r/o

VOTER ID No.



(Vendors)

(Purchaser)

Drafted by: **Anil Kumar Shukla, Advocate**

Typed by: **Ashutosh Srivastava**