

### **SUMMARY OF DEED**

1. Nature of Land : Commercial
2. Ward/Pargana : Sadar - I
3. Mohalla :
4. Details of Property : Shop No. .... (..... Floor) in Multistoried Commercial Complex named as 'Shree Vishwamitra Plaza' constructed on numbered as 69 old, and new 119, Bai Ka Bagh, Allahabad.
5. Unit of Measurement : Sq. Mts.
6. Area of Shop : ..... Square Meters
7. Status of Road : ..... Wide Internal Road
8. Type of Property : Commercial Shops
9. Total Area of Land : ..... Sq. Mtrs.
12. Sale Consideration : Rs. ....
13. Value of Property : Rs. ....
14. Stamp Duty Paid : Rs. ....

### **SALE DEED**

This deed of sale is executed on the .... March, 2018.

### **BETWEEN**

**M/S SHREE VISHWAMITRA PLAZA** a partnership firm registered with Registrar of Firms and societies under the Indian Partnership Act of 1929 having its registered office at 12/16 Mayo Road, Allahabad through its Chief Executive Officer **Shri Rajesh Kumar Gupta**, S/o Shri R. P. Gupta, R/o 21/19 Mayo Road, Allahabad. (Hereinafter called **The First Party/Seller** which expression shall, unless it to 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. **Shri.....s/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** a plot of land admeasuring **1672.86 sq. Mtrs** Numbered as 69 old, and new 119, Bai Ka Bagh, Allahabad in 1965, and now present No. 306/153C, Bai Ka Bagh, Allahabad, was purchased by Smt. Swarn Kumari Duggal w/o Shri Vishwamitra Duggal vide sale deed dated 23-2-1965 registered with sub-registrar Chail Allahabad in Bahi No. 1 Zild No. 1227 in pages 274 to 278 at serial no. 456 on 25-2-1965, from Shri Shyam Kishore Tandon, Vinayak and Smt. Rajrani Tandon.

**Whereas** Smt. Swarn Kumari Duggal w/o Shri Vishwamitra Duggal died on 18-09-1983 leaving behind her four sons namely Shri Sashi Kant Duggal, Shri Brijesh Duggal, Shri Sunil Duggal and Shri Puneet Duggal all sons of Late Vishwamitra Duggal all residents of Kydganj, Allahabad as her legal heirs and now the land owners are the absolute owners in possession of land admeasuring **1672.86 sq. Mtrs** Numbered as 69, old and new 119, Bai Ka Bagh, Allahabad in 1965, and now present No. 306/153C, Bai Ka Bagh, Allahabad, and all are already mutated/registered in the relevant government Nagar Nigam and other relevant land records.

**Whereas** the land owners had constructed cinema hall in the name and style VISHWAMITRA on this plot of land in the year 1981 which was running up till 2010. Now the land owners are interested in re-constructing the cinema hall into a multi storied Commercial/multiplex Complex over their aforesaid plot measuring area **1672.86 sq. mtrs.**

**AND WHEREAS** after knowing the intention of the land owners the Builders approached the Land Owners and offered to re-construct and raise a Commercial/Multiplex Multi Storied Complex by their own investment and money over the aforementioned area of **1672.86 sq. mtrs.**

**AND WHEREAS** the Land Owners have agreed and accepted the proposal of the builder represented by **Shri Rajesh Kumar Gupta (Bunty)** for the re-construction of multi-storied complex as duly approved and sanctioned by the relevant Government authorities at the builders own risk by their own investment and money on the said Freehold Plots total measuring **1672.86 sq. Mtrs** Numbered as 69, old and new 119, Bai Ka Bagh, Allahabad in 1965, and now present No. 306/153C, Bai Ka Bagh, Allahabad,

**AND WHEREAS** and now the authorities have approved multi-storied complex, total measuring **1672.86 sq. Mtrs** Numbered as 69, old and new 119, Bai Ka Bagh, Allahabad in 1965, and now present No. 306/153C, Bai Ka Bagh, Allahabad vide permit No. **77@iz0 v0 & Hkou @ tksu&2 @2013-14** Dated 16/09/2015.

**AND WHEREAS** as per the sanctioned Map the approved multistoried Commercial/Multiplex comprises of Stilt Parking, 4 Floors of Commercial and 2 Cinema Screens. The first Party the seller is interested in selling his share in the said complex and advertised it for selling and after knowing the intention of the first party seller the second party buyer approached the seller for purchase of **Shop No. ....**, having built-up Area of ..... **square feet or ..... Sq. Meters**, situated on the ..... of the aforesaid multi-storied complex/Multiplex known as **"SHREE VISHWAMITRA PLAZA"** fully described at the end of this deed and this shop has fallen into the share of the First Party seller who is entitled to sell and receive the entire sale consideration of the said shop hereby agreed to be sold.

WHEREAS the second party the buyer offered the seller to purchase the aforesaid **Shop No. ....**, having super built-up Area .....**square feet or ..... Sq. Meters**, situated on the ..... of the aforesaid multi-storied complex/Multiplex known as **"SHREE VISHWAMITRA PLAZA"** fully described at the end of this deed against a total sale consideration of **Rs. ..../- (Rupees .....only)** exclusive of all taxes and duties and the sale consideration offered by the second party buyer being very reasonable as per prevailing market rates and therefore THE FIRST PARTY/SELLERS have decided to sell the said Shop to the Second Party buyer for a sale consideration of **Rs. ..../- (Rupees .....only)**. THE FIRST PARTY/SELLERS shall sell the said Shop to the buyer on the said terms and conditions here-in-after enumerated.

**NOW THE PARTIES HERETO COVENANT AS UNDER:-**

1. That The First Party seller shall sell and the Buyer shall purchase the **Shop No. ....**, having super built-up Area ..... **square feet or ..... Sq. Meters**, situated on the ..... Floor of the aforesaid multi-storied complex/Multiplex known as **"SHREE VISHWAMITRA PLAZA"** which shall be constructed by the aforesaid First party as per the builder agreement over the part of aforesaid Freehold Plots total measuring **1672.86 sq. Mtrs** Numbered as 69, old and new 119, Bai Ka Bagh, Allahabad in 1965, and now present No. 306/153C, Bai Ka Bagh, Allahabad 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 First Party/Seller as per followings.
  - A. **Rs. ..../- (Rupees ..... Only)** vide Cheque No. ....dated ....., .....
  - B. **Rs. ..../- (Rupees ..... Only)** vide Cheque No. ....dated ....., .....
3. That all the above A/c Payee cheques and any cheques of GST or any other tax shall be subject of clearance. If the said cheques or any Cheque/cheques are bounced and for the reason of insufficient fund and/or difference in signature and or for any other reasons, the sale deed

executed today shall automatically stand cancelled without any written information to purchaser and shall be punishable under law of Negotiable Instrument Act and Interest and Penalty both shall be payable by the purchaser to the seller for the payment of the said A/c Payee cheques failing which the amount paid by purchaser shall stand forfeited and seller may sell the said office to anyone who so ever,

4. That the sellers have handed over the actual physical possession of the vended vacant **Shop No. .... On ..... Floor** to the Purchaser and have put them in actual possession of the same on the execution and registration of the sale deed i.e. today.
5. That the Purchaser has become absolute owner of the vended Shop and shall be entitled to use and enjoy the same in the manner it likes without interruption from any one from sellers side for commercial use from the day of execution of sale deed. Purchaser shall also be entitled to get its name recorded in the relevant records after sale deed.
6. That the sellers hereby declare that all the rights, title interest, ownership which the sellers own and possess in the said vended Shop has been transferred to the purchaser on the day of execution of sale deed and the sellers shall cease to have any right, title and interest and ownership with the said Shop from the day and date of the sale deed.
7. That the purchaser second party has been given the right to commonly use the common passage, staircase, and basement parking for cars and scooter among other owners of the commercial complex from the execution of the said sale deed but shall not become the owner of the same in any manner and also purchaser/ second party shall use water supply of the functioning submersible pump of the commercial building.
8. That all the taxes and charges whatsoever to Nagar Nigam, Allahabad and Jal Sansthan or any other authority up to the date of execution of sale deed shall be payable by the sellers alone and from the date of the execution of sale deed and onwards it will be the liability of the purchaser to pay all the taxes, charges and dues as required in law.
9. That the purchaser is entitled to get its names mutated over the aforesaid Shop in aforesaid Hotel Complex **Shree Vishwamitra Plaza** in relevant records.
10. That the purchaser shall not be entitled to fix A.C. units and V-Sets on the top of roof of the building and shall also not be entitled to go on the top of the roof and shall not become the owner in any manner as the roof top is part of the hotel only situated on the ground and first Floor. The second party shall be entitled to put their board/ signage in front of the vended Shop only.
11. That the purchaser shall not be entitled to change the elevation of the building.
12. That the purchasers shall not be entitled to do any type of business, which creates problems and nuisance to the other owners/ society members of the commercial complex such as sale of liquor, wine shop, egg shop, fish shop, ganja, bhang, meat shop, automobile, etc. at any cost. Furthermore the second party may also use the said Shop for cultural activities but the second party may use it within sound proof manner failing which the second party shall be liable and

responsible for any nuisance and any disturbance to other office owners and then he will have to close such activity failing which he shall pay the penalty till the closer of such activity.

13. That the second party undertakes not to change structural design/ construction nor will he be entitled to remove any wall etc. neither creates any openings in the walls in the premises hereby sold to them.
14. That the second party will not open doors or windows creating any kind of hindrance, and shall not occupy and shall not have any construction/ obstruction on the common passage so that no inconvenience is caused to any person after sale deed otherwise they will pay the penalty whatsoever.
15. That the purchaser hereby declares that he will regularly and without fail pay the charges of maintenance for the hotel complex, maintenance of common amenities and facilities as may be decided by Shree Vishwamitra Plaza and society and such charges will be payable from the date which may be decided by Shree Vishwamitra Plaza. The purchaser will pay such amount per month towards maintenance and operation of lift, water supply pump, expenses for deploying security guards, sweeper and maintenance of common area and common passage and such amount shall be payable from the date of "physical possession of said property". In the event of any owner do not do business by himself and gives it to some other person on hire basis after sale deed, the concerned purchaser shall be responsible for paying the maintenance charges.
16. That on failure of the purchaser to pay proportionate charges for maintenance of the multi storied complex, maintenance of common amenities and facilities, as may be decided by the sellers and society in respect of the premises purchased herewith by the purchaser, the sellers or the aforesaid society shall be entitled to recover the same; together with interest @ 18% per annum as damages. Besides this Shree Vishwamitra Plaza and the society shall be entitled to deprive the purchaser from use and enjoyment of common amenities and common facilities provided in the multistoried complex until payment of aforesaid damages and charges.
17. That the purchaser shall abide by all laws, rules and regulations of the ADA/Local Bodies and of the proposed body corporate association of the purchasers (as and when formed), and shall be responsible for the deviations, violations of breach of any of the conditions of law/ bye-laws or rules and regulations with penalty.
18. That in case of any natural calamity or beyond human control, the said building is raged to the ground; in that case the purchaser shall be entitled to get proportionate area of land.
19. That the electric connection and their charges shall be borne by the Purchaser of the Shop. The installation of Transformer and Generator along with common electric meter shall be the responsibility of the first party Seller to get the electric development and its related work executed and all the expenses shall be borne by the second party only as per his load requirement on prorata basis.
20. That the purchaser shall have no right to construct, occupy and block staircase, common passage, rooftop, any common area in any circumstances. If the purchaser does not follow this,

he shall have to pay the penalty, whatsoever and shall have to remove the obstruction on its own cost without any failure, failing which the purchaser shall solely be responsible for it.

21. That the N.O.C. of the said building shall be obtained from the concerned authority and Allahabad Development Authority by the First Party Seller only on its own expenses.
22. That the wall of all sides of the Shop has been included in the area of the vended property, half thickness of the common wall has been taken into account wherever applicable or as the case may be.
23. That the purchaser second party shall not do any such act which may finish the value of the building or damage the walls, floor and ceiling in any manner.
24. That the purchaser second party shall be given the right to do the interiors of the vended Shop/Hotel/Service Apartment including wood work, glass, fiber, Pop, Aluminum partition etc. without causing any harm or alteration to the civil structure/ walls of the vended Shop or the building.
25. That the purchaser is fully satisfied in respect of the title and he has also searched all the records in respect of title. Even due to any defect in the title of the seller first party, the vended property either in whole or part goes out of possession of the purchaser, its heirs, successors and assigns, in that event the First Party Seller shall be liable to pay the loss etc., but this responsibility for the first party goes up to one year from the day and date of the execution of the sale deed so the purchaser shall within one year from the date of execution sale deed shall get its name mutated in the relevant departments, failing which the purchaser shall personally be responsible for any loss regarding title and mutation.
26. That the stamp duty charges, registration charges, GST and penalty and interest if any or any other taxes/ charges regarding the sale deed of the said office, shall be borne by the second party the purchaser, failing which the second party shall be liable and responsible for it in future.
27. That the stamp duty charges etc. of the said sale deed are being borne by the second party only.
28. That if there is any deficiency in paying the stamp duty charges of the said office, it shall only be paid by the second party/ purchaser. The first parties shall have no liabilities regarding the payment of stamp duty charges in future if demanded and required by concerned authorities.
29. That stamp duty charges have been paid Rs. ----- by the second party only.
30. That the First Party shall personally be liable and responsible for any area of compounding if it goes out of possession of the purchaser and the Second Party shall recover it from the First Party only.
31. That the terms and conditions as mentioned and written above shall be binding on the legal heirs, tenants, successors, other purchasers, assignees, legal representatives of both the parties.

**SCHEDULE OF PREMISES HEREBY AGREED TO BE SOLD**

**Shop No.**....., having carpet area ..... **Sq. Feet** ..... **Sq. Meters** and super built up area ..... **Sq. Feet** situated on the part of ..... **Floor** of aforesaid Commercial complex Known as **"Shree Vishwamitra Plaza"** which shall be constructed over the plot of land admeasuring **1672.86 sq. Mtrs** Numbered as 69 old, and new 119, Bai Ka Bagh, Allahabad in 1965, and now present No. 306/153C, Bai Ka Bagh, Allahabad.

North :

South :

East :

West :

**VALUATION FOR STAMP**

**Shop No.**....., having carpet area ..... **Sq. Feet** ..... **Sq. Meters** and super built up area ..... **Sq. Feet** situated on the part of ..... **Floor** of aforesaid Commercial complex Known as **"Shree Vishwamitra Plaza"** which shall be constructed over the plot of land admeasuring **1672.86 sq. Mtrs** Numbered as 69 old, and new 119, Bai Ka Bagh, Allahabad in 1965, and now present No. 306/153C, Bai Ka Bagh, Allahabad.

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

**Cost of Shop--** = Rs.

**Total** = Rs.

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

**(FIRST PART/SELLER)**

**(SECOND PARTY/PURCHASER)**