

-- DRAFT FOR RERA REGISTRATION PURPOSES ONLY --

SUMMARY OF DEED

Date of Execution: -----

Mohalla: ----- *Chak Dondi*

Type of Land: ----- *Residential*

Type of property: ----- *Residential*

Construction: ----- *Finished*

Description of property: ----- *Flat No. -* -----

Carpet Area: ----- *Sq. Mtrs.* -----

Super Built-up Area: ----- *Sq. Mtrs.* -----

Average Land: ----- *Sq. Mtrs.* -----

Road: -----

Sale Consideration: ----- *Rs.* -----

Valuation: ----- *Rs.* -----

Stamp Duty Paid: ----- *Rs.* -----

SALE DEED

THIS SALE DEED is made on this -----.

BY AND BETWEEN

Mahalakshmi Apartments, LLP (PAN NO. ABXFM3116F) registered as per LLP Act 2008 having registration No. ACB-1342, having its registered office at 26B, Strachey Road, Civil Lines, Prayagraj and its PAN is _____ through its partner **Shri _____ (Occupation: _____, Aadhar No. _____, PAN No. _____ & Mob No. _____)** S/o Shri _____ r/o _____ duly authorized vide authorization letter dated _____ passed and signed by all the partners constituting the firm. The Promoter has been registered with the Real Estate Regulatory Authority having Promoter registration No. is **UPRERAPRM_____** and the Project namely "**Mahalakshmi Apartments, LLP**" had also been registered in RERA having project Registration No. is **UPRERAPRJ_____** dated _____. The details of the Promoter and Project are also available in the website (www.up-rera.in) of the Authority.

(Hereinafter referred to as the "**First Party Seller/Promoter**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) including those of the respective partners of the ONE PART.

AND

_____**S/o _____, r/o _____.**

(Hereinafter singly/jointly referred to as the "**Second Party Purchaser/Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

DETAILS OF THE APARTMENT/FLAT BEING SOLD IN THIS DEED

Flat No. _____, having Carpet area _____ Sq. Mtrs, Balcony Area _____ Sq. Mtrs, Total Carpet area= _____ Sq. Mtrs, Built up area _____ Sq. Feet or _____ Sq. Mtrs and Super built up area _____ Sq. Feet or _____ Sq. Mtrs, type _____ B.H.K., on _____ Floor in

[Phase] No. '1' of the Multi Storied residential complex Known as "**Mahalakshmi Apartments, LLP**" which has been constructed over the Arazi No 43, Area 5792 Sq Meters and 41/1, area 800 Sq. Meters, total area measuring 6592 Sq. Meters, situated in village Chak Dondi, Pargana Arail, Tehsil Karchana, Distt, Prayagraj, having House No. 536/221 Mohalla Chak Dondi, Prayagraj with a total area admeasuring of 6592 Sq. meters.

BOUNDARY:-

East :
West :
North :
South :

(Hereinafter reffered as the **vended Apartment/Flat**)

WHEREAS THE SELLER DECLARES THAT

1. WHEREAS Vishal Chawla S/o Late Chandra Prakash Chawla is the Owner-First Party and in peaceful possession on part portion of (Arazi Bhumidhari No. 1, Area 0.1370 Hectare, Arazi Bhumidhari No. 5, area 0.5360 Hectare, Arazi Bhumidhari No. 6, area 0.4220 Hectare, Arazi Bhumidhari No. 7, area 0.1710 Hectare and Arazi Bhumidhari No. 12, area 0.4680 Hectare and Arazi Bhumidhari No. 13, area 0.1480 Hectare, Arazi Bhumidhari No. 28/1, area 0.1860 Hectare, Arazi Bhumidhari No. 41/1, area 0.0800 Hectare, Arazi Bhumidhari No. 43, area 0.6510 Hectare, mention in Khata Sankhya 23 and Part of Arazi Bhumidhari No. 8/2, area 0.1370 Hectare) admeasuring 6592.00 sq meters mentioned in Khata Sankhya 24, situated in Mauza Chak Dondi, Pargana Arail. Tehsil Karchana. Distt Allahabad now Prayagraj and having house No. 536/221 Mohalla Chak Dondi Allahabad now Prayagraj, which was purchased by the Owner-First Party through a registered sale deed dated 13.03.2013, executed by Siddharth Agarwal, Shashi Bala Agarwal, Shivani Agarwal alias Shivani Gupta and Gunjan Agarwal, which is registered in Bahi Sankhya 1 Jild Sankhya 3013 on pages 51 to 420 at serial No. 1372 in the office of Sub-Registrar, Karchana Allahabad now Prayagraj and the name of the Owner-First Party stands recorded over the aforesaid property in Khatauni of Tehsil Karchhana, Allahabad now Prayagraj;

AND WHEREAS the names of various persons stand recorded over the aforesaid Arazi Numbers in Tehsil records along with the name of the Owner-First Party;

AND WHEREAS keeping in view the future dispute, the Owner-First Party, decided to partition the aforesaid property to avoid any dispute or complication in future, consequently the Owner-First Party filed a case no. T20140203053212 U/S -176, Z.A and L.R Act, Vishal Chawla and Rama Shankar and Others for partition and separation of the aforesaid property, which was decided by Up-Ziladhikari Karchana, Prayagraj vide order dated 16.08.2014 for preparation of preliminary decree in respect thereof and on the basis of preliminary decree a final decree was ordered to be prepared vide order dated 15.06.2015 and as a result of final decree the chitthi Phat Batwara and a map was prepared and finally the property purchased by the First Party was separated and Arazi No. 43, Area 5792 Sq Meters and 41/1 area 800 Sq Meters. total area measuring 6592 Sq Meters, situated in village Chak Dondi. Pargana Arail. Teshil Karchana. Distt. Prayagraj, having House No. 536/221 Mohalla Chak Dondi, Prayagraj was allotted to the Owner-First Party and thus the Owner-First Party became the exclusive and absolute Owner-First Party of the Arazi No 43, Area 5792 Sq Meters and 41/1, area 800 Sq. Meters, total area measuring 6592 Sq. Meters, situated in village Chak Dondi, Pargana Arail, Teshil Karchana, Distt, Prayagraj, having House No. 536/221 Mohalla Chak Dondi, Prayagraj (hereinafter referred to as "Said Plot, and for "Plot") and the name of the Owner-First Party stands recorded over the aforesaid property in the Khatauni of Tehsil Karchana, Prayagraj;

AND WHEREAS since the Land use of the Property as per Master Plan 2021 was Industrial the Owner-First Party made an application for conversion of land use of Arazi No 43, Area 5792 Sq Meters and 41/1, area 800 Sq Meters, total area measuring 6592 Sq Meters, situated in village Chak Dondi, Pargana Arail, Teshil Karchana. Distt. Prayagraj having House No 536/221 Mohalla Chak Dondi Pravagraj from Commercial (Kutir Udyog) into Residential and by order dated 09.10.2015, passed by Pramukh Sachiv, Uttar Pradesh Shashan, the land use of the aforesaid property was converted from Commercial (Kutir Udyog) in to Residential and a publication was made in the Sarkari Gazette published by Uttar Pradesh Shashan dated 16 March, 2016 and thus the property owned by the Owner-First Party was declared residential;

AND WHEREAS the Owner-First Party is interested in developing the aforesaid freehold residential Plot by construction of a "Multistoried

Residential/Commercial Complex" as may be permitted by the Prayagraj Development Authority, Prayagraj.

AND WHEREAS "The Builder/Developer-Second Party" offered to develop the said "Multistoried Residential/Commercial Complex" (hereinafter referred to as ("Project" and/or "Project") as may be permitted by the Prayagraj Development Authority, Prayagraj over the aforesaid freehold Plot and the aforesaid offer has been accepted by the Owner-First Party as per terms and conditions given herewith in this Builders/Development Agreement.

AND WHEREAS based on the mutual representation and assurances given by the Parties hereto, both the Parties have decided to develop the aforesaid Plot for constructing a Multistoried Residential/Commercial Complex over the same.

AND WHEREAS on the basis of aforesaid representations and finding the same to be true, the Builder/Developer-Second Party have decided to develop the aforesaid Plot and agreed for the construction of Multistoried Residential/Commercial Complex as may be permitted by the Prayagraj Development Authority, Prayagraj by its own investment and money on the Said Plot described and details below in this deed on the terms and conditions as contained hereinafter and the Owner-First Party shall not claim any money from the Builder-Second Party for the Expenses incurred regarding the Map Approval until the Date of this agreement.

WHEREAS the First Party/Promoter has decided to develop a residential group housing scheme on total area of 6592.00 Sq. Mtrs of the aforesaid plot situated at Arazi No 43, Area 5792 Sq Meters and 41/1, area 800 Sq Meters in village Chak Dondi, Pargana Arail, Teshil Karchana. Distt. Prayagraj having House No 536/221 Mohalla Chak Dondi Pravagraj. Initially the development plan has been submitted to develop 6592.00 Sq. Meter land of aforesaid plot in Phase I and the Authority had permitted construction of Residential Apartments under Group Housing Scheme. Accordingly the Authority had accorded permission to construct Total 181 Apartments & 1 Community Hall in Ground Floor vide **Permit No. PDA/BP/22-23/0022 Dated 15-12-2023** and the First Party/Promoter have decided to name the housing complex as "**MAHALAKSHMI APARTMENTS LLP**".

Details of N.O.C obtained from various departments for the sanction of the map from Prayagraj Development Authority are as under:-

- Jal Nigam Prayagraj NOC has been accorded by the Permit No. 332/Jal KalVibag/Jachdal/22-23 dated 31.01.2023.
- Provisional Fire NOC for the Project has been accorded by the Fire Fighting Authority Prayagraj vide Permit No. UPFS/2023/73082/ALB/ALLAHABAD/1435/CFO dated 03.02.2023.
- The Superintendent of Police (Traffic) Prayagraj NOC has been accorded by the Permit No. ST/ADCPT/NOC (17)/2023 dated August 2023.
- The Nagar Nigam Prayagraj NOC for the Project has been accorded by the Permit No. 299/NOC/STCE/2023 dated 03.08.2023.
- SDM NOC Prayagraj has been accorded dated _____.
- Jail NOC has been accorded by the Permit No. 37192/nam-2/Naini Group Housing Nirman/2022 dated 24.01.2022.

Details of N.O.C further obtained for FAR from various departments for the sanction of the map from Prayagraj Development Authority are as under:-

- _____

Details of N.O.C further obtained for completion from various departments for the sanction of the map from Prayagraj Development Authority are as under:-

- _____

AND now the building is complete in all respects along with the necessary required services and the Seller had submitted the application for obtaining the completion certificate in the competent authority namely Prayagraj Development Authority vide its application no. _____ dated _____ and the Prayagraj Development Authority has granted the completion certificate vide its letter No. _____ for the same.

A. AND WHEREAS the purchaser/allottee has seen all documents pertaining to development plans and other title documents and after being fully satisfied the purchaser/allottee offered to purchase the aforesaid vended **Flat No. _____**, having Carpet area _____ Sq. Mtrs, Balcony Area _____ Sq. Mtrs,

Total Carpet area= _____ Sq. Mtrs, Built up area _____ Sq. Feet or _____ Sq. Mtrs and Super built up area _____ Sq. Feet or _____ Sq. Mtrs, type _____ B.H.K., on _____ Floor in [Phase] No. '1' of the Multi Storied residential complex Known as "Mahalakshmi Apartments, LLP**" which has been constructed over the Arazi No 43, Area 5792 Sq Meters and 41/1, area 800 Sq. Meters, total area measuring 6592 Sq. Meters, situated in village Chak Dondi, Pargana Arail, Teshil Karchana, Distt, Prayagraj, having House No. 536/221 Mohalla Chak Dondi, Prayagraj with a total area admeasuring of 6592 Sq. meters 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. _____ (Rupees _____ Only)** and the sale consideration offered by the purchaser/allottee being very reasonable and as per prevailing market value and therefore the seller/promoter have decided to sell the aforesaid apartment to the purchaser/allottee against a total sale consideration of **Rs. _____ (Rupees _____ Only)** vide registered agreement to sell registered in the office of Sub-Registrar **Sadar-I Prayagraj, registered in Bahi No.1, Zild No. _____ in Pages _____ to _____ at Serial No. _____ dated _____.****

NOW THE PARTIES HERETO COVENANT AS UNDER:-

1. That the First Party Seller/Promoter hereby sells and alienates all its rights, title and interests in the **Flat No. _____, having Carpet area _____ Sq. Mtrs, Balcony Area _____ Sq. Mtrs, Total Carpet area= _____ Sq. Mtrs, Built up area _____ Sq. Feet or _____ Sq. Mtrs and Super built up area _____ Sq. Feet or _____ Sq. Mtrs, type _____ B.H.K., on _____ Floor in [Phase] No. '1' of the Multi Storied residential complex Known as "**Mahalakshmi Apartments, LLP**" which has been constructed over the Arazi No 43, Area 5792 Sq Meters and 41/1, area 800 Sq. Meters, total area measuring 6592 Sq. Meters, situated in village Chak Dondi, Pargana Arail, Teshil Karchana, Distt, Prayagraj, having House No. 536/221 Mohalla Chak Dondi, Prayagraj with a total area admeasuring of 6592 Sq. meters and the Purchaser/allottee purchase for a total sale consideration of **Rs. _____ (Rupees _____ Only)** exclusive of all taxes & duties.**
2. That the Second Party Purchaser/Allottee has paid the entire sale consideration of **Rs. _____ (Rupees _____ Only)** to the First Party Seller/Promoter namely

Messer's "**Mahalakshmi Apartments, LLP**" as per the PAYMENT Details mentioned at the foot of this deed and the first party acknowledges the receipt of the same.

3. The First Party Seller/Promoter hereby acknowledges the receipt of the entire sale consideration. Nothing remains due from Second Party Purchaser/Allottee in this regard.
4. That the T.C.S. has been paid as per Income Tax Act.
5. That the First Party Seller/Promoter confirms that all standard quality of material has been used in the construction of the said building and Earthquake Resistant RCC framed structure designed by reputed/qualified structural architect/engineer.
6. That the Purchaser/allottee has examined the quality work of the said building/apartment and is fully satisfied with it. The Purchaser/allottee hereinafter shall not be entitled to raise any sort of dispute or claims regarding quality and workmanship of the said building/apartment.
7. That the Purchaser/allottee 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/Promoter and has also seen all the papers regarding the same.
8. That all the rights, title and interest of the First Party Seller/Promoter over the said Apartment has been transferred to the Second Party Purchaser/Allottee from today and the First Party Seller/Promoter ceases to have any concern with the said Apartment.
9. That the Second Party Purchaser/Allottee has become absolute owner of the said Apartment. He/She/They may use and enjoy the same in the manner He/She/They likes without interruption from any one. He/She/They may also get their name recorded in the relevant records.
10. That the said Apartment hereby sold is free from all encumbrances, charges litigations or court case and liens.
11. That the Second Party Purchaser/Allottee will not do any such act which may hamper the value of the building or damage the building in any manner.
12. That Second Party Purchaser/Allottee shall use the Apartment for residential purposes only and He/She/They shall not carry out any commercial activity.

- 13.** That all the taxes of said Apartment hereby sold has been paid by the First Party Seller/Promoter up to this day and now it is the responsibilities of the Second Party Purchaser/Allottee to pay the same in future.
- 14.** That the entire expenses for execution and registration of this deed including stamp duty has been paid by the second party Purchaser and only the Court fees has been paid by First Party seller and other miscellaneous expenses shall be exclusively paid by the Purchaser/Allottee and the Seller/Promoter shall not be responsible for the same in any manner whatsoever and in case any further stamp duty or penalty is levied then the same shall be liability of Purchaser/Allottee.
- 15.** That the electricity connection of the project shall be got approved in the name of the residents welfare society and the installation of Transformer shall be done by the First Party Seller/Promoter at the cost of all the Purchasers/Allottees or all the Apartment owners divided between them as per their load requirements and all the residents shall take their individual connection from the electricity department at their cost and shall compulsorily pay all the charges as per rules of the electricity department framed/being framed by the government in this regard without creating any liability on the First Party Seller/Promoter.
- 16.** That all the Apartment owners along with the Second Party Purchaser/Allottee shall form a society for maintenance of the said building, clearance of common places, sewer line and repairing and operation of submersible pump, Lift & Generator. In this event all the expenses shall be borne by all Allottees of the whole complex equally, every month to society from the date of execution & registration of sale deed. Even then if any Allottee do not reside himself or give it to some other person on hire basis. In case any Allottee fails to pay the said expenditure, the said society forfeits the benefit and facilities of the building and the Allottee **has paid** security of super built-up area to the society at the time of taking possession.
- 17.** If any tax is imposed by the state/central government or any other charges are levied on the said Apartment from the state/central government, the same shall be paid by the Second Party/Purchaser to the First Party Seller.
- 18.** That the Second Party Purchaser/Allottee shall have the right to use common passage, stair, parking & submersible pump, gen. set, park and lift etc, together with other Apartment owners of the said Housing Project.
- 19.** That if due to any defect in the title of the First Party Seller/Promoter, the Vended property goes out of possession of Second Party purchaser/Allottee, in that event the

First Party Seller/Promoter will be liable to get the defect removed from their title or will pay full compensation to the Second Party purchaser/Allottee as the case may be.

- 20.** That the name of the entire project is "**Mahalakshmi Apartments, LLP**" and the Allottee or occupier of the other unit shall not be entitled to change the name of the project under any circumstances.
- 21.** That the height of vended Apartment is from floor to ceiling of the purchasable Apartment.
- 22.** That the Allottee shall not be allowed to make any permanent or temporary structural changes in the elevation of the purchased Unit.
- 23.** That the proportionate share in the circulation area {which is left for common amenities} is excluded in the sold carpet area portion, Second Party Purchaser/Allottee has no right to occupy or block staircase, and common passage in any circumstances and He/She/They shall have no right on said circulation area except usage amongst other Apartment owners of the building but the second party Allottee has paid the amount and stamp duty for the sale rights of the carpet area and usage rights of the common areas and exclusive usage rights of the balcony area and this total forms the super built-up area and the valuation of the Apartment for the purposes of payment of stamp duty the second party has paid the stamp duty on this deed accordingly and valuation has been done accordingly.
- 24.** That after execution of this deed the Allottee may get his name mutated in the relevant records of competent authority and other concerned authorities on the basis of this deed and the Seller/Promoter shall have no right to object in the matter. However, the Seller/Promoter shall cooperate with the Allottee for the said purpose, if the same is required by the Allottee.
- 25.** That the Allottee shall keep and maintain the sewer line including water passage and the sewer pipe running through his/ her/ their Unit and would not allow them to be choked up and damaged thereby causing inconvenience to the other owner/occupier of the other unit. Further the Allottee shall permit to the Seller or her nominees, agents or persons/ employees at all reasonable time to enter into the unit for the inspection and maintenance/ repairs.
- 26.** That the charges of electricity spent in common area and for common facilities will be paid by all the Apartment owners in a propionate ratio of their Apartments through the said Society.

27. That the installation of generator, lift & submersible pump is done by the First Party Seller/Promoter but there after maintenance of the same, will be borne by all Apartment owners in their propionate ratio through the society.
28. That all the Apartment owners of block or the society formed by them will appoint an agency for the maintenance and Security of the apartment and will pay the expenses for the same.
29. That the Allottee agrees / binds himself to become a member of society / association.
30. That before transfer of the said unit either by Allottee or any of their transferee(s), the Allottee or any of their transferee(s) shall have to obtain the 'No Objection Certificate / No Dues Certificate' from the Maintenance Services/ Society/Seller, who are maintaining the aforesaid unit regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Allottee or any of his transferee(s) transfer the said unit without obtaining the said 'No Objection Certificate / No Dues Certificate' from the Maintenance Services/Society / Seller then in that event the new owner or owners of the said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the Maintenance Services/Authorized Agency/ Seller.
31. That Second Party Purchaser/Allottee shall have permanent facility of parking space equivalent to One car reserved in the parking space as **Parking No. _____** provided in the building and the other parking spaces will be chargeable as per the Sellers policy. That if incase at any time hereinafter as a result of war, riots, earthquake, tidal, waves, flouts, fire and/or any act of God (Herein referred to as " the said Force Majure events") or in any circumstances the apartment falls down, in that case the Second Party Purchaser/Allottee shall be entitled to receive land according ratio of his portion.
32. That the Second Party Purchaser/Allottee shall be fully entitled to sell his Apartment if He/She/They likes in future.

DETAILS OF THE PAYMENTS

- _____
- _____
- _____

DETAILS OF APARTMENT TO BE SOLD

Flat No. _____, having Carpet area _____ Sq. Mtrs, Balcony Area _____ Sq. Mtrs, Total Carpet area= _____ Sq. Mtrs, Built up area _____ Sq. Feet or _____ Sq. Mtrs and Super built up area _____ Sq. Feet or _____ Sq. Mtrs, type _____ B.H.K., on _____ Floor in [Phase] No. '1' of the Multi Storied residential complex Known as "**Mahalakshmi Apartments, LLP**" which has been constructed over the Arazi No 43, Area 5792 Sq Meters and 41/1, area 800 Sq. Meters, total area measuring 6592 Sq. Meters, situated in village Chak Dondi, Pargana Arail, Teshil Karchana, Distt, Prayagraj, having House No. 536/221 Mohalla Chak Dondi, Prayagraj with a total area admeasuring of 6592 Sq. meters.

BOUNDARY

East :
West :
North :
South :

VALUATION FOR STAMP

"**MAHALAKSHMI APARTMENTS LLP**" is situated on Chak Dondi, Pargana Arail, Teshil Karchana, Distt, Prayagraj, which exists at **Serial No.** _____, **V. Code No.** _____ & **Page No.** _____ of Collectors rate list. The property is meant for residential purposes. The total area admeasuring of 6592 Sq. Mtrs and the Super Built-up area of the vended Apartment No. _____ is _____ Sq. Feet = _____ Sq. Mtrs.

THE VALUATION OF VENDED APARTMENT ACCORDING TO PRESCRIBED METHODS IS AS UNDER:

Commented [A1]: Correct this table

Particular	Area/Sq Mtrs	Rate/Sq Mtrs	Total
Cost of Construction			#VALUE!
Cost of Avg. Land			#VALUE!
Total			#VALUE!
25% of total cost for Common Amenities			#VALUE!
Grand Total			#VALUE!

That the valuation of the sold Apartment i.e. **Rs. _____** but the Stamp is being paid on the Sale Consideration of the Apartment i.e. **Rs. _____** which is equal to **Rs. _____**. The stamp was paid **Rs. _____** at the time of Registered Agreement AND remaining stamp of **Rs. _____ .00** has been paid through E-Stamp Certificate No. **_____** dated **_____**. According to Govt. Notification No. 2756/11 dated 30th June 2008 accordingly.

(Photograph)

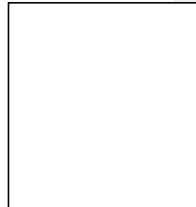
IN WITNESS WHEREOF the parties have signed this deed of sale with their free will and without any coercion on the date, month and year first above written in presence of witnesses.

Witnesses:

1-



2



Drafted by : **Shabaz Shakeel (Advocate Reg No. UP04215)**

Typed by : **Ritu Gupta**

