



641422



SUMMARY OF SALE DEED

*Deed filed by
Bachchan Singh
Attor*

1. Nature of Land
2. Ward
3. Mohalla
4. Description of property

Residential
Gadar, Allahabad
Thornhill Road, East - Allahabad
Free Hold Nazul Plot No. 104/2,
Thornhill Road, (Nasrullahpur
Bastiyara), Allahabad of which Mager
Nigam No. is 37/25-B, Thornhill Road,
Echall - Gadar, District - Allahabad
measuring (area) 2350 12 Sq. Mtrs.
Sq. Metres

5. Unit of Land (Hectare/Sq. Metre)
6. Extent of Land/Proportionate Land

[Signature]

[Signature]



641421

(2)

- | | |
|---|-----------|
| 7. Situation of Road | : 60 feet |
| 8. Other description/9 Metre Road/ Corner etc. | : X |
| 9. Type of Property | : House |
| 10. Total area of the property (In case of Multistory Building) | : X |
| 11. Total Covered Area (In case of Multistory Building) | : X |
| 12. Stage-Finished/Semi-Finished/etc. | : X |
| 13. Valuation of Trees | : X |
| 14. Boring/Well etc. | : X |

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उत्तर प्रदेश UTTAR PRADESH

641420

(3)

15. Built up area	784.28 sq. mtrs.
16. Year of Construction	1938
17. Whether Member of Sahkari Awas Samiti- Yes/No	X
18. Sale Consideration in Rupees	3,50,00,000/-
19. Valuation of the Property (circle rate)	2,58,55,800/-
20. Stamp Duty Paid	24,50,100/-

[Signature]

[Signature]



उत्तर प्रदेश UTAR PRADESH

641419

(4)

Boundaries:

- East :: Part of Old Site No. 19, now property of Ruchi's Institute of Creative Arts, Shri Pramod Gaur, Shri B.C. Mittal and Dr. Madhavi Mittal
- West :: Nazul Plot No. 19/1 of Dr. V.K. Agrawal
- North :: Part of Old Nazul Plot No. 19, now house of Shri C.K. Shukla
- South :: Thambhil Road, Allahabad

for the Nazul Officer



उत्तर प्रदेश UTTAR PRADESH

641418

(5)

Seller/First Party (1)
Neeraj Srivastava alias Veay
Srivastava Son of late Dr. Devendra
Srivastava, R/o 37/25-B, Thornhill
Road, Pargana & Tehsil-Sadar,
District-Allahabad
Occupation: Business

Purchaser/Second Party (1)
Commercial Auto Sales (Pvt.) Ltd.
through its director Sri Brij Mohan
Gupta S/o Late Devi Chand Gupta,
R/o 18, Kanpur Road, Pargana &
Tehsil-Sadar, District-Allahabad
Occupation: Business

Neeraj Srivastava

Sri Brij Mohan Gupta



उत्तर प्रदेश UTTAR PRADESH

641417

(6)

SALE DEED

This Deed of Sale executed on this 15th day of July 2006.

BY

Neeraj Srivastava alias Vijay Srivastava Son of late Dr. Govendra Srivastava, R/o 27/25-B, Thornhill Road, Pargana & Tahsil-Sadar, District-Allahabad hereinafter called the Seller First (i) Party, which term unless excluded shall include his heirs, successors, assigns and representatives.

Seller/First Party

IN FAVOUR OF

Commercial Auto Sales (Pvt.) Ltd, through its director Sri Brij Mohan Gupta S/o Late Devi Chand Gupta, R/o 18, Kanpur Road, Pargana & Tahsil-Sadar, District-Allahabad hereinafter called the Purchaser Second (ii) Party, which term unless excluded shall include its heirs, successors, assigns and representatives.

Purchaser/Second Party

WHEREAS on 30.07.1937 the Secretary of State for India in council executed a lease deed in favour of Sri Panma Lal I.C.S., regarding Nazul Lease



उत्तर प्रदेश UTTAR PRADESH

641416

(7)

Land No. 19, Thornhill Road, (Naseebpur Bakhtiyara), Allahabad measuring 2
Acres 937 Sq. Yards, for 50 years which is registered in Book No. 1 Volume No.
704 on Pages 5 to 9 at Serial No. 1286 on 31.07.1937 and from the date of lease
Sri Panna Lal became the lessee of the said land and which was effected from

[Handwritten signature] *[Handwritten signature]*



उत्तर प्रदेश UTTAR PRADESH

641415

(8)

01.10.1938. After the death of said Panna Lal, the name of his son Sri Kainath Nath Sinha was recorded in the records of Nazul department. After the death of Kamala Nath Sinha, the name of his legal heirs i.e., his wife Smt. Sheela Sinha and his daughter Smt. Maya Rati Chaturvedi was recorded in the records of Nazul Department.

[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

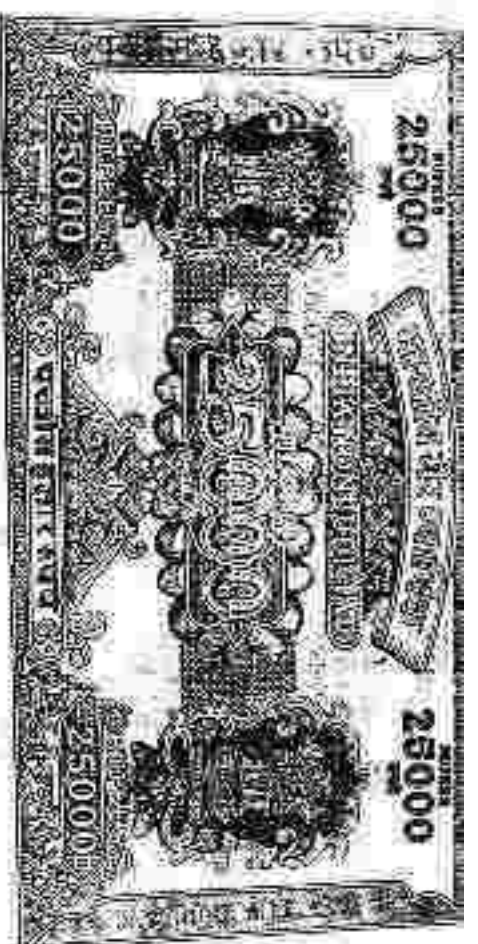
641414

(9)

WHEREAS on 11.08.1982 Smt. Sheela Sinha and Smt. Maya Rati Chaturvedi sold 9111 Sq. Mtrs. open land to M/s Triveni Sahakari Grah Nirman



श्री श्री विप्र प्रवेश

(6.5.1.0.1.4)

(9)

WHEREAS on 11.06.1982, Smt. Shweta Sinha and Smt. Meysa Rai
Chartered, sold 8111, Sq. Mtrs. open land to M/s. Triveni Sahakar Grah. Khaman.

[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

641413

(10)

Samiti Ltd. Allahabad vide registered sale deed, which is registered in Book No. [Volume No. 2131 on Pages 311-321 at Serial No. 4093-4095 on 08.07.1982 in the Office of Sub-Registrar Chail, Allahabad.

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WHEREAS again on 19.11.1982 said Smt. Sheela Sinha and Smt. Maya Rati Chaturvedi sold 1114 Sq. Mtrs. open land to the said Triveni Sahakari Grah Nirman Samiti Ltd., Allahabad, and thus the said Samiti became the lessee of

[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

641411

(12)

10,225 Sq. Mtrs vacant land. Out of the total land of 10,225 Sq. Mtrs. the Triveni Sahakar Greh Numan Samiti Ltd, Allahabad on 18.05.1982 sold 2694.28 Sq. Mtrs. open land to Dr. Devendra Srivastava S/o Late Rai Guni Prasad and Sri Neera Srivastava alias Vijay Srivastava S/o Dr. Devendra Srivastava vide

[Signature]

[Signature]



उत्तर प्रदेश UTAR PRADESH

641410

(13)

registered sale deed and the name of the purchaser Dr. Devendra Srivastava and Sri Neeraj Srivastava alias Vijay Srivastava was recorded in the Nazul Department and its separate Nazul Site No. was allotted by the Nazul Department which was 18A/2. Later on Dr. Devendra Srivastava died on

to for the site no.



उत्तर प्रदेश UTTAR PRADESH

641409

22

(10)

(14)

07.01.1991. After the death Dr. Devendra Srivastava his son Sri Naeraj Srivastava alias Vijay Srivastava applied for the conversion of lease hold rights in to free hold in his favour regarding entire Nazul Site No. 19A/2 measuring

[Signature]

[Signature]



2654.28 Sq. Mtrs. and the other heirs of Late Dr. Devendra Srivastava i.e. his wife Smt. Pralima Srivastava and his daughter Smt. Nupur Gupta gave their consent and no objection to the Nazul Department for the said purpose on 17.05.2000.

[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

641407

(16)

WHEREAS 235.10 Sq. Mtrs. of land was affected for road widening, hence the State Govt. through Collector, Allahabad after taking the convention amount from Sri Neeraj Srivastava alias Vijay Srivastava executed a free hold deed on 17.10.2000 only for 2359.18 Sq. Mtrs. land of which Nazul Free Hold Sls No. is

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उत्तर प्रदेश UTTAR PRADESH

641406

17 JUL 2008

(17)

19A/2, Thornhill Road (Naseebpur Bakhtiyara), Allahabad which is registered in Book No. 1 Volume No. 2389, on Pages 321-344 at Serial No. 7822 on 18.10.2000, and thus Seller 1st Party became the absolute owner in possession of the Free Hold Site No. 19A/2, Thornhill Road (Naseebpur Bakhtiyara),

[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

641405

7 JUN 1980

(18)

Altamash measuring 2389.18s 8q. Mtrs. At present a Bungalow exists on the said land of which present Nagar Nigam No. is 37/25B, Thornhill Road, Allahabad.

[Handwritten signature]

[Handwritten signature]



641404

(19)

WHEREAS the Seller 1st Party is in need of money to pay the bank loan and for other purposes and without selling the entire land with building No.

[Signature]

[Signature]



(20)

37/25-B, Thornhill Road, Allahabad which is constructed on Nazul Free Hold Site
No. 18A/2, Thornhill Road, Allahabad morefully detailed and described below
and shown in the annexed map, there is no other alternative to get money.

[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

27 JUN 2003

(21)

WHEREAS Purchaser and Party had offered Rs. 3,50,00,000/- (Three Crores Fifty Lakh) to purchase the said property. As the Price offered by the Purchaser and Party to the Seller 1st Party was quite reasonable and adequate,

[Signature]

[Signature]



(22)

the Seller 1st Party had accepted the offer of Purchaser 1st Party. As some formalities had to be performed by the Seller 1st Party, the execution and registration of sale deed was not possible on 10.03.2008. Thus, both the parties

[Signature]

[Signature]



(23)

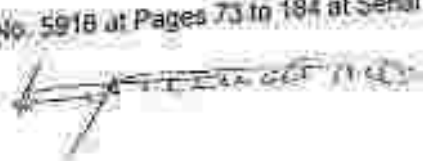
entered into an agreement to sell with out possession and the Seller 1st Party after taking Rs. 20,00,000/- (Twenty Lakh) as an advance and part sale consideration vide Cheque No. 978175 dated 05.03.2008 of Oriental Bank of

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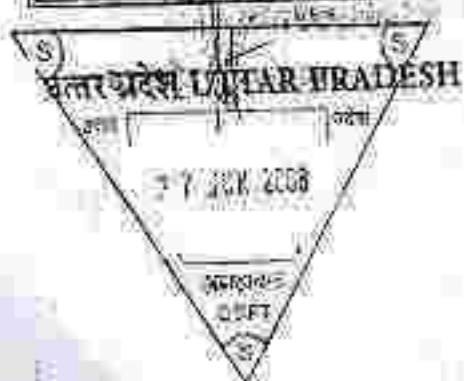


(24)

Comments. Allahabad executed a registered agreement to sell without possession in favour of Purchaser and Party which is registered in Bahi No. 1 Zild No. 5918 at Pages 73 to 184 at Serial No. 827 on 10.03.2008.







641398

(25)

WHEREAS as per terms and conditions mentioned in Clause IV of the registered agreement to sell dated 10.03.2008, the Seller 1st Party has cleared all the dues of the Bank and has taken no dues letter from the Bank and also

[Signature]

[Signature]



(26)

received the original Free Hold Deed from the Bank. The Seller 1st Party has handed over the no dues letter received from the Bank to the Purchaser 1st Party and also shown the original free hold deed to the Purchaser 1st Party.

 (T. K. K. K.)





(27)

WHEREAS now the Seller 1st Party is fully entitled to execute the sale deed in favour of Purchaser 1st Party.

[Signature]

[Signature]



(28)

Now the Seller 1st Party with his own free will, without any coercion, or undue influence execute this sale deed in favour of the Purchaser 11nd Party, which shovern as under:-

[Signature]

[Signature]



(29)

1. That the Seller Ist Party here by sells, transfers, alienate and assigns all his right, title, interest and ownership in free hold plot No. 19A/2, Thornhill Road (Naseebpur Bakhtiyara), Allahabad of which Nagar Nigam No. is 37/25-B, Thornhill Road, Pargana & Tehsil-Sadar, District-Allahabad, measuring 2369.18 Sq. Mtrs. land with building morefully detailed and described below and shown in the annexed map for a total sale consideration of Rs. 3,50,00,000/- (Three Crore Fifty Lakh) in favour of Purchaser IInd Party. The area of 295.10 Sq. Mtrs which has been left for Road widening will also be in the use and occupation of the Purchaser IInd Party and the Seller Ist Party will not claim any right on the same in future.

[Signature]
 H. K. Choudhary

[Signature]



(30)

2. That out of the sale consideration of Rs. 3,50,00,000/- (Three Crore Fifty Lakh) the Purchaser (Ind Party) has already paid Rs. 20,00,000/- (Twenty Lakh) vide Cheque No. 978175 dated 05.03.2008 of Oriental Bank Of Commerce, Civil Lines, Allahabad as an advance and part sale consideration on 10.03.2008 and further Rs. 80,00,000/- (Eighty Lakh) vide Cheque No. 884513 dated 10.04.2008 of Oriental Bank Of Commerce as per clause 4 of the registered agreement to sale dated 10.03.2008. And thus the Seller 1st Party has already received in total Rs. 1,00,00,000/- (One Crore) from the Purchaser (Ind Party) prior to this sale deed, the receipt of which the Seller 1st Party hereby acknowledges.

[Signature]

[Signature]



3. That today the Purchaser IInd Party has paid balance sale consideration of Rs. 2,50,00,000/- (Two Crore Fifty Lakh) vide Cheque No. 980362 dated 27.05.2008 of Oriental Bank Of Commerce for Rs. 45,00,000/- (Forty Five Lakh) and Cheque No. 980366 dated 27.06.2008 of Oriental Bank Of Commerce for Rs. 2,05,00,000/- (Two Crore Five Lakh) to the Seller Ist Party before the Sub-Registrar Sadar-I, Allahabad and thus the Seller Ist Party has received the entire sale consideration from the Purchaser IInd Party and now nothing is due of the Seller Ist Party from the Purchaser IInd Party as sale consideration.

[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

7.7.1.6 2003

(32)

4. That today, the Seller 1st Party has handed over the actual vacant possession of the vended property to the Purchaser 1Ind Party and has put the Purchaser 1Ind Party in actual possession of the vended property.
5. That from today the Purchaser 1Ind Party has become the full and absolute owner of the vended property and is fully entitled to use the said property in any manner he likes.
6. That from today the Seller 1st Party ceased to have any right, title, interest, and ownership in the vended property and till today what ever right, title, interest and ownership the Seller 1st Party possessed in the vended property, all have automatically been transferred to the Purchaser 1Ind Party.

[Signature]

[Signature]



(33)

- 7) That the Purchaser and Party is also entitled to get its name mutated in the records of Nagar Nigam Allahabad and Nazul Department by striking off the name of the Seller 1st Party.

[Signature]

[Signature]



641389



(34)

- B. That the Seller 1st Party has cleared off all dues i.e. House Tax, Water Tax, Electricity Charges, Telephone Bills etc. upto 15.07.2008 and nothing is due regarding the same. If in future any such dues is found due and the Purchaser 1st Party pays it then the Seller 1st Party shall make payment to the Purchaser 1st Party.

[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

27 100 2000

(35)

9. That the Seller 1st Party hereby assures to Purchaser 11nd Party that the vended property is free from all encumbrances and charges and there is no charge or encumbrances on the same. If in the future whole or part of the vended property goes away from the possession of the Purchaser 11nd Party, its heirs, successors, assigns and representatives due to the defective title of the Seller 1st Party in that case the Purchaser 11nd Party and its heirs, successors assigns and representatives shall be entitled to recover the entire or part sale consideration as the case may be with cost and damages from the person and property of the Seller 1st Party and his heirs, successors, assigns and representatives and they shall have no objection in it.

[Signature]

[Signature]



641387

उत्तर प्रदेश UTTAR PRADESH

7/3/58

(36)

10. That total area of the vended property is 2359.18 Sq. Mtrs., in which 764.28 Sq. Mtrs. construction standing thereon, which is 70 years old and exists on 60 feet Thornhill Road and the same is being used for residential purpose. As the sale value of the vended property is Rs. 3,50,00,000/- (Three Crore Fifty Lakh) the stamp duty is being paid on Rs. 3,50,00,000/- (Three Crore Fifty Lakh). But as Rs. 14,00,000/- (Fourteen Lakh) has already been paid as stamp duty at the time of registered agreement to sell, Rs. 10,50,100/- (Ten Lakh Fifty Thousand One Hundred) is being paid as stamp duty now. The value of the property as per circle rate is as under:

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उत्तर प्रदेश LITTA PRADSH

641336

17.000.000

(37)

Cost of Land = $2,359.18 \times 10,000 = \text{Rs. } 2,35,91,800/-$

Cost of Construction = $764.28 \times 4,500 (-) 40\% = \text{Rs. } 20,64,000/-$

Total Cost = Rs. 2,56,55,800/-

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641385



(38)

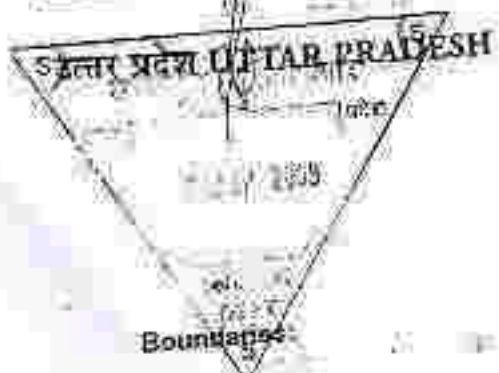
Details of Property

Free Hold Nazul Plot No. 19A/2, Thornhill Road, (Naseehpur Bakhtiyara),
 Allahabad of which Nagar Nigam No. is 37/25-B, Thornhill Road, Tahsil-Sadar,
 District-Allahabad measuring Area 2959.18 Sq. Mtrs. land with building shown in
 red colour in the annexed map and bounded as under:-

[Handwritten signature]



641384



(39)

Part of Old Site No. 19, Now Property of Ruchi's Institute of Creative Arts, Shri Pramod Gaur, Shri B.C. Mittal and Dr. Madhavi Mittal

West : Nazul Plot No. 19/1 of Dr. V.K. Agrawal

North : Part of Old Nazul Plot No. 19, Now house of Shri C.K.

Shukla

South : Thornhill Road, Allahabad (200 m away from Kanpur Road)
The Property is not situated on Kanpur Road.

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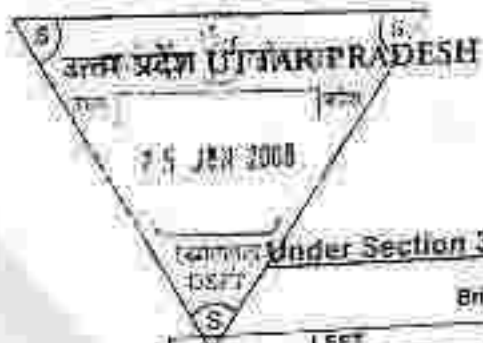


Under Section 32a Of The Registration Act, 1908
(FINGER PRINTS)
Neeraj Srivastava alias Vijay Srivastava (Seller)

LEFT		RIGHT
	LITTLE FINGER	
	RING FINGER	
	MIDDLE FINGER	
	INDEX FINGER	
	THUMB	

1-1-2008

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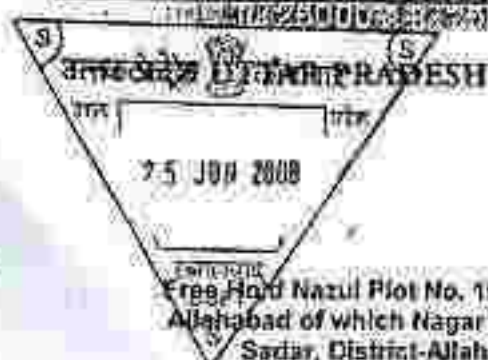
(41)

Under Section 32a Of The Registration Act, 1908
(FINGER PRINTS)
Brij Mohan Gupta (Purchaser)

LEFT		RIGHT
	LITTLE FINGER	
	RING FINGER	
	MIDDLE FINGER	
	INDEX FINGER	
	THUMB	







641381

(42)

PHOTOGRAPHS

Free Hold Nazul Plot No. 19A/2, Thornhill Road, (Naseebpur Bakhtiyara),
Allahabad of which Nagar Nigam No. is 37/25-B, Thornhill Road, Tahsil-
Sadar, District-Allahabad measuring Area 2359.18 Sq. Mtrs.



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100R



A 7900:



UTTAR PRADESH

(43)

Date: 15-07-2000

Signature of Seller (1st Party)

[Handwritten signature]

Signature of Purchaser (2nd Party)

[Handwritten signature]

Witnesses: *[Handwritten signature]*
1. SUDHANSHU SRIVASTAVA
ADVOCATE
B-12, AGNI PATH COLONY,
ALLAHABAD

2. *[Handwritten signature]*
TARUN SAUVA
c/o Sri Chandrakant Sarda
18 Patrika Marg
Allahabad - 201001

Drafted by: *[Handwritten signature]* Sangam Lal Agarwal, Advocate,
Civil Court, Allahabad

Typed by: *[Handwritten signature]* Sachin Yadav

