

PRECIS OF THE DEED

(DETAILS OF INSTRUMENT IN SHORT)

1. Nature of Property - **Residential Flat**
2. Ward/ Pargana. - **Dayanand Marg (Thornhill Road), Allahabad now Prayagraj**
3. Mohalla/Village. - **Dayanand Marg (Thornhill Road), Allahabad now Prayagraj**
4. Description of Property. - **Apartment/Unit No. on the Floor to be known as Flat/Apartment No. of Floor, the Carpet area of the aforesaid Flat is Sq feet = Sq. Metres and the plinth area of the aforesaid Flat excluding the balcony is Sq feet = Sq. Metres and the area of the balcony attached with aforesaid Flat is Sq feet = Sq. Metres and builtup area of the aforesaid Flat is Sq feet = Sq. Metres, in the 'Park View - The Park @ 33', built over a portion of Nazul now freehold site no. 139-C, Civil Station, Allahabad now Prayagraj, measuring 6104.88 Sq. Metres and over a part of building no. 33, Dayanand Marg, Allahabad, which is presently numbered as 59/103, Dayanand Marg (Thornhill Road), Allahabad now Prayagraj. The purchaser has been allotted open /covered parking no. [.....] on the Floor for its use.**
5. Unit of Land (Hectare/Sq. Metre) - **..... Sq. Metres**
6. Extent of Land/ Proportionate Land - **.....**
7. Situation of Road. - **Dayanand Marg, Allahabad now Prayagraj**
8. Other description/ 9 metre road/corner etc. - **.....**
9. Type of Property. - **Residential Apartment**
10. Total area of the property (In case of Multistorey Building) - **..... Sq. Metres**
11. Total Covered Area (In case of Multistorey Building) - **..... Sq. Metres**
12. Stage-Finished/Semi-Finished/etc. - **Finished**
13. Valuation of Trees. - **X**
14. Boring/Well etc. - **X**
15. Built up area. - **..... Sq. Metres**
16. Year of Construction. - **2021-2025**
17. Whether Member of Sahkari Awas Samiti- Yes/No. - **No**
18. Sale Consideration in Rupees. - **Rs./-**
19. Valuation of property. - **Rs./-**
20. Stamp duty paid. **Rs./-**

Boundary :

East :

West :

North :

South :

No of Person in First Party [2]

Details of Seller

1. Name : ***Vinayakkripa Abhaydata Ventures LLP, through its designated partner
and authorised signatory Shri Sanjeev Agarwal***

Father's Name : ***Late Shyam Lal Agarwal***

Permanent Address : ***265/316, Old Katra, Allahabad***

Present Address : ***13/19 Elgin Road, Civil Lines, Allahabad (now Prayagraj)***

Occupation : ***Business***

Pan No. : ***AATFV6616N***

Adhaar No. : ***4962 7944 1185***

Mobile No. : ***9839054198***

2. Name : ***Vinayakkripa Abhaydata Ventures LLP, through its designated partner
and authorised signatory Shri Gaurav Tandon***

Father's Name : ***Late Badri Vishal Tandon***

Permanent Address : ***33 Dayanand Marg (Opp. S.T. Marys Convent), Civil Lines,
Allahabad now Prayagraj, U.P. - 211002***

Present Address : ***33 Dayanand Marg (Opp. S.T. Marys Convent), Civil Lines,
Allahabad now Prayagraj, U.P. - 211002***

Occupation : ***Business***

Pan No. : ***AAXPT4552D***

Adhaar No. : ***4781 4225 5340***

Mobile No. : ***9936072244***

No of Person in Second Party [1]

Details of Seller

Name :

Father's Name

Permanent Address

Present Address

Occupation

Pan No.

Adhaar No.

Mobile No.

SALE DEED

This Sale Deed (hereinafter referred to as “**DEED**”, which expression shall include the Schedule(s) hereof) is executed at Prayagraj on this the [_____] day of October by and between

BETWEEN

Vinayakkripa Abhaydata Ventures LLP, (LLPIN : AAV-3879) a Limited Liability Partnership duly registered as per LLP Act 2008, having its registered office at House No. 265/316, Old Katra, Prayagraj, Allahabad, Uttar Pradesh - 211002, India, represented by its designated partners and authorised signatories **Shri Sanjeev Agarwal** S/o Late Shyam Lal Agarwal R/o 265/316, Old Katra, Allahabad and presently residing at 13/19 Elgin Road, Civil Lines, Allahabad now Prayagraj And **Shri Gaurav Tandon** S/o Late Badri Vishal Tandon R/o 33 Dayanand Marg (Opp. S.T. Marys Convent) Allahabad now Prayagraj, U.P. - 211002, duly authorized vide resolution letter dated 19.01.2021 passed and signed by all the designated partners constituting the LLP, hereinafter referred to as The Seller, (which expression unless repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successors(s) in interest) of the **FIRST PART**

AND

ShriS/o **Shri**
....., R/o
....., Allahabad (Now Prayagraj),
hereinafter called the Purchaser, which expression shall mean and includes his, successors, administrators and assigns)

The Seller and the Purchaser shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

1. The Seller is the absolute and lawful owner of the Schedule Property admeasuring 6104.88 Sq. mtr. situated in Mohalla Dayanand Marg, Tehsil Sadar, Allahabad now Prayagraj. More particularly the Seller is the absolute owner of a portion of Nazul now freehold site no. 139-C, Civil Station, Allahabad now Prayagraj, Measuring 6104.88 Sq.Mts. together with part of building no. 33, Dayanand Marg, Allahabad, which is presently numbered as 59/103, Dayanand Marg (Thornhill Road), Allahabad now Prayagraj, built over a part of nazul now freehold Bhukhand Sankhya 139-C, Civil Station, Allahabad, together with all other structures and trees standing thereon, vide registered sale deed dated 28.01.2021 executed by **Shri Badri Vishal Tandon** S/o Late Ram Mohan Das Tandon R/o 33, Dayanand Marg, Tehsil Chail Sadar, Allahabad and presently residing at a portion of House No. 59/103, Dayanand Marg (Thornhill Road), Allahabad now Prayagraj and **Shri Akshat Tandon** S/o Shri Girish Tandon R/o 33, Dayanand Marg, Allahabad now Prayagraj and presently residing at House No. 5000C, Marine Parade RD, #21-11, Singapore-449286 through his legally constituted attorney **Smt. Neera Tandon** W/o Shri Girish Tandon R/o 59/103/1A, Dayanand Marg (Thornhill Road) Allahabad now Prayagraj, by virtue of a power of attorney dated 10.12.2020, executed by Akshat Tandon aforesaid, which is duly verified and Certified by the Order dated 28.12.2020, passed by Upper Ziladhikari

(Vitya/Rajaswa) Zila Nibandhak, Prayagraj and the aforesaid power of attorney is duly stamped and a Certificate to this effect has been issued by Upper Ziladhikari (Vitya/Rajaswa) Zila Nibandhak, Prayagraj on 31.12.2020, which is registered in the office of Sub-Registrar (First) Allahabad in Bahi Sankhya 1 Jild Sankhya 11353 on pages 269 to 384 as document No. 683 on 28.01.2021.

2. The Seller as being the absolute owner and in possession of the said Scheduled Land has developed a Project to be known as **“PARK VIEW - THE PARK @ 33”** comprising of multistoried apartments, community facilities and other amenities on an area of 6104.88 Sq. Mts. out of the said Schedule Land.
3. The Said Project has been registered with the Real Estate Regulatory Authority (RERA Authority) on [_____] and the Project Registration Certificate No. is [_____]. This Registration is valid for a period of [_____] commencing from [_____] and ending with [_____] , unless renewed by the Authority. The details of the Seller and the Said Project are also available on the website (www.up-rera.in) of the Authority.
4. The Seller has executed a registered Agreement to Sell dated [_____] with the Purchaser in respect to the said property being sold through this Deed . The said registered Agreement to Sell is registered with the office of the Sub-Registrar (First) at Bahi No. 1 Jild Sankhya [_____] on pages [_____] to [_____] at serial no [_____] on date [_____].
5. The Seller got constructed the Multistoried Residential Complex under Group Housing Scheme of the Prayagraj Development Authority, Prayagraj, over the aforesaid freehold land named as **“PARK VIEW - THE PARK @ 33”** (hereinafter referred to as "the said building") in pursuance of permit No..... dated 20-21. The competent Authority (Prayagraj Development Authority) has granted the completion certificate of the Project vide its approval number No. [_____] dated [_____]
6. The Purchaser acknowledges that the Seller has provided all the information and clarifications as required by the Purchaser and that the Purchaser has relied on its own judgment and investigation in deciding to book an Apartment in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects.
7. The Purchaser hereby confirms to the Seller that the Purchaser is signing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the said Project and the terms and conditions contained in this Deed and the Purchaser has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Deed.

8. The Purchaser had understood and accepted that the Seller has developed the Project on a part of the Schedule Land admeasuring 6104.88 Sq mts as mentioned in this Deed of the Project named **“PARK VIEW - THE PARK @ 33”**.
9. The Seller has accepted the request of the Purchaser and has earmarked an Apartment No [_____] having carpet area of [_____] Sq. ft., on__floor in [tower/block/building] No..... (“Building”) along with garage/covered parking No. admeasuring square meters (square feet) together with the undivided proportionate right of using the Common Area/facilities and shall be hereinafter referred to as the "Said Apartment" in the Project known as **“PARK VIEW - THE PARK @ 33”** pursuant to which the Parties executed an Agreement to Sell dated [_____] for a Basic Sale Consideration as mentioned in Schedule 3.
10. The Seller is executing the Registered Conveyance Deed in favour of the Purchaser for the Said Apartment. The Seller declares and the Purchaser affirms that the conveyance Deed (Sale Deed) of the said Apartment is being executed in the name of Purchaser and the undivided proportionate title shall be transferred to the Maintenance Society/ Association of Purchaser to be incorporated as per rules.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. **DEFINITIONS** : In this Deed, unless, there is anything contrary or repugnant to the meaning or context the terms shall be defined as under :
 - 1.1. “Applicable Laws” shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Prayagraj (District).
 - 1.2. “Act” shall mean Real Estate (Regulation and Development) Act , 2016.
 - 1.3. "Common Area" shall mean the common portions as are available and meant for the common use and enjoyment by various Purchaser and occupiers of the Apartment(s) in the said Project. The Common Area shall not be divisible or otherwise partitionable at the instance of the Purchaser in any manner whatsoever.
 - 1.4. “Community Facilities” shall mean, Swimming Pool (including change rooms), Community Hall, Sitting Lounge, Activity/Game Area, Gym etc. shall be deemed to be included in the Common Area.
 - 1.5. "Independent Areas" means the areas which have been declared but not included as common areas for joint use of apartments and may be sold or otherwise dealt with by the seller/promoter without the interference of other apartment owners such as terrace over the Unit No. on the 12th Floor of Block B shall be sold along with the said apartment and Part of Terrace over the Unit No. on the Fifth Floor of Block A shall be sold along with the said apartment and these will not be part of the common areas.

- 1.6. "Maintenance Society/Association of Purchaser" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub section (4) of section 11 of the Act.
- 1.7. "Project" shall mean and comprise of the composite development of the Scheduled Land measuring 6104.88 Sq mts of the Scheduled Land has been being developed over which multistoried buildings have being constructed bearing RERA Registration No. [.....]. The Project shall bear the name "Park View - The Park @ 33" for all purposes.
- 1.8. "Scheduled Land" shall mean land admeasuring 6104.88 Sq. Mts. and there about lying and situated at Dayanand Marg (Thornhill Road), Allahabad now Prayagraj on which the project named as "Park View - The Park @ 33" is being Developed over a portion of Nazul now freehold site no. 139-C, Civil Station, Allahabad now Prayagraj, measuring 6104.88 Sq. Metres and over a part of building no. 33, Dayanand Marg, Allahabad, which is presently numbered as 59/103, Dayanand Marg (Thornhill Road), Allahabad now Prayagraj and is demarcated and shown in Schedule 1.
- 1.9. "Apartment" or "Unit" means the specific apartment agreed to be purchased by the Purchaser, intended and/or capable of being independently and exclusively occupied and intended to be used as single unit and more particularly described in Schedule 2.
- 1.10. The words and expressions used herein but not defined in this Deed and defined in the Act(s) i.e. in the Uttar Pradesh Urban Planning and Development Act, 1973 or in the Uttar Pradesh Municipalities Act, 1916 or Real Estate (Regulation and Development) Act, 2016 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.
2. That the Seller hereby grants, convey, transfer and assure unto the Purchaser by way of sale all the rights in respect of the said Apartment No. [.....] as mentioned in Schedule 2 [Hereinafter shall be referred to as the "Said Apartment"] in the Project developed on the Scheduled Land for a sale consideration of Rs. [.....] [(in words)] (hereinafter also known as "Sale Consideration" or "Total Price") as mentioned in Schedule 3 more specifically delineated in the attached map with this Deed .
3. The Purchaser shall have the right of using the Common Area upon the terms and conditions set out hereunder, as mutually agreed by and between the Parties hereto. However it is clarified that the Purchaser shall not be vested with the right or entitlement to claim partition or subdivision of said Common Area.
4. That the Seller has received and the Purchaser has already paid the entire Sale Consideration as per Schedule-3 as full and final payment of the said Apartment and that the Purchaser has taken vacant possession of the said Apartment to the Purchasers entire satisfaction including but not limited to the dimensions/measurements and finishes of the Said Apartment.
5. The Purchaser hereby represents that the Purchaser has understood the Project is a composite project which has been developed and

agrees and gives his irrevocable consent as required under Section 14 of the Act and other laws as applicable. The Purchaser undertakes not to obstruct and /or raise any objections whatsoever and/or interfere with the development work/further development at any stage of the Project work to be carried out in the entire Project by the Seller over the Scheduled Land;

6. That the Purchaser shall not damage or harm to the common area and common infrastructure including but not limited to the road(s), Drains, Sewage, Water Pipe lines Electrical Lines, Common Lights, Common Green Areas and trees. In the event of the Purchaser breaching obligations under this clause, the Purchaser shall be liable to compensate the Seller or the Maintenance Agency/Society or resident welfare body as the case maybe.
7. The Purchaser shall neither undertake structural changes/construction nor remove any wall etc in such things to ensure that there is no damage to the building nor cause any sort of inconvenience to any one under any circumstances.
8. The Purchaser may, as permitted under law and after seeking permission from the Association, install such temporary fixtures and partition in the Apartment which may be removed any time. The temporary fixtures under no circumstances should project into or occupy any area other than the one sold to him/them.
9. **Electricity Connection** : That the Seller has obtained electricity connection for the Project. The Seller will assess the requirement of the said Apartment. It will be necessary for the Purchaser to make payment of the required security and other amounts to the seller or to the concerned agency supplying electrical energy as the case may be and the Purchaser will be entitled to obtain the necessary electric connection from the concerned agency for the said Apartment only after obtaining N.O.C. from the Seller. The Purchaser will remain responsible and liable to make necessary payments to the concerned agency towards the release of the connection and regular payments against consumption of the electrical energy on a regular basis for which the Seller shall not be responsible.
10. **Maintenance** : The Maintenance of the said Project shall be handed over to Maintenance society or the association of allottees, by whatever name called ("Association") as per the provisions of the Act.
- 10.1. The Purchaser understands and agrees that the Maintenance of the Project shall be conducted separately for (a) towards the apartments buildings and its common area including annual maintenance, security etc ("Regular Maintenance") (b) towards the community facilities, the use of which shall be in addition to 10.1 (a) above and will be separately chargeable both in terms of membership fee and pay-per-use basis by the society. The Community Facilities Maintenance charges shall be in addition to the Regular Maintenance and shall be decided by the association of allottees.
- 10.2. The Purchaser understands and agrees that all booking towards Community Hall shall be made in advance and shall be made on a first come- first serve basis.

- 10.3. The Purchaser promises, agrees and undertakes to become a member of such Association as required under law and to pay membership fee and the monthly maintenance charges as per its bye-laws. That it is hereby agreed that the Purchaser shall be obliged to comply with the rules and regulation as framed by Seller/ society as and when constituted.
- 10.4. Common area shall be operated and managed by the Maintenance society/ Association of Purchaser (whether directly or through some agency) which will also do the regular preventive upkeep and maintenance of Common area(s) of the Project and of open space in the Project.
- 10.5. The Purchaser along with other Purchaser/occupants of various other apartments in the Project shall be governed by the rules and regulations of the society/ maintenance agency to be prepared by the Seller/society and the same shall be delivered to Purchaser.
- 10.6. The Society may have to pay a maintenance charges to the Maintenance Society of the Preview Project or any such maintenance agency appointed for the maintenance of the entire campus in future.
- 10.7. That the Purchaser shall pay the maintenance charges in terms of the Maintenance Agreement to such agency as appointed by Maintenance Society/ Association of Purchaser, which will be recurring charges throughout, effective from the date of intimation. The Purchaser shall execute a Maintenance Agreement, if so required by the association of allottees, by whatever name called, as and when formed, which shall form part and parcel of this Sale Deed.
- 10.8. In case of default in payment of the aforesaid charges, the Maintenance society or its nominee shall be entitled to discontinue/disconnect the services to the said Apartment apart from the right to recover the charges as first charge with interest as provided under the Society bye-laws from the Purchaser and/or from the occupier of the said apartment through the process defined as per law.
- 10.9. That the Purchaser shall, while selling/leasing out his Apartment will apprise the subsequent Purchaser/ about the monthly Maintenance charges to be paid to Maintenance society regularly. It will be the responsibility of the lessor (Apartment owner) to provide a copy of the sale deed or lease deed to the Seller or the Maintenance society, as the case may be, within a period of 15 days from the date of execution of documents.
- 10.10. If due to non-payment of maintenance charges some hardship in facilities is faced by the Purchaser/ occupant of the said Apartment, the Seller shall not be responsible in any such cases in any manner whatsoever.
- 10.11. In case of failure of Purchaser/ occupant to pay maintenance charges, the facilities to the Purchaser/ occupant shall be discontinued and the accrued amount of arrears towards maintenance charges shall be payable by the Purchaser/Occupants and the same shall be recoverable from the Purchaser/Occupants jointly or severally.
- 10.12. That the Purchaser shall allow the maintenance society surveyors and maintenance agency or their agents with or without workmen and others

at all reasonable times to enter into and upon the said Apartment for the purpose of making, maintaining, repairing, improving, replacing, relocating, cleaning, lighting and keeping in order and good condition the infrastructural facilities including but not limited to any Services, Drains, Pipes, Cables, Water Connections, Electric Connection, Wires, part of structures and other Conveniences belonging to or serving the said Apartment and for all bonafide similar and allied matters and purposes.

11. That the Purchaser shall pay all the taxes/charges payable to Prayagraj Development Authority, Nagar Nigam, Prayagraj (District), Uttar Pradesh, Water supply department, electricity department Urban development tax or any other tax levied by any other local body as and when demanded from the date of execution of this Deed.
12. The Purchaser Represents : To have independently verified, read and understood all the terms and conditions of the Deed including but limited to:
 - 12.1. To have understood that all rights, ownership and interest in all un-allotted / unsold saleable areas/plots /apartment in the said Project, and all the vacant areas of the Project earmarked for development and construction as per sanctioned Plans or any future revisions or amendments thereof shall continue to vest in the Seller who shall always be the owner in possession of the same and the Seller shall have the sole right and absolute authority to construct, develop and deal with such areas and spaces, by way of sale, and/or transfer which the Seller may deem fit in the Seller's sole discretion.
 - 12.2. To have understood that the Common Area including the open areas, community facilities and swimming pool of the Project, as defined under the Act, shall, without limitation, also be accessible to all the Purchasers/allottees of the Project, as a member of the association of allottees subject to the payments as may be decided by the Seller / RWA.
13. The Purchaser shall have full right to get the Apartment transferred/mutated in the Purchaser own name from the concerned department on the basis of this Deed.
14. That the Purchaser himself with the stipulation to bind all persons into whose hands the said Apartment may be given by the Purchaser or may come do hereby covenant with the Seller as follows :
 - 14.1. Not to throw dirt, rubbish, rags garbage or other refuse or permit the same to be thrown from the said Apartment into the compound and common area of the Project.
 - 14.2. Not to subdivide the said Apartment.
 - 14.3. To bear and pay all local taxes, water charges, electricity charges, insurance and such other levies, if any, which may be imposed or increased by the competent authorities from time to time , on the said Apartment from the date of execution of this Deed
 - 14.4. To comply with all the rules and regulations as described in the Occupants Hand Book/ Maintenance Agreement/ Society Bye-Laws and the additions, alterations, or amendments thereto made from time to time by Seller/maintenance society. The Purchaser shall also pay and

contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Deed or as per statute.

15. The Purchaser shall not let, sublet, transfer, assign or part with possession of the said Apartment or any part thereof nor assign his interest and benefit under this Deed if any of the following :-
 - 15.1. Such transfer or letting/subletting is intended for any use at the said Apartment other than the specified use for which it is agreed to be transferred by Seller to Purchaser, or
 - 15.2. Any dues are outstanding against the Purchaser in accordance with the terms of this Deed.
16. That the Purchaser shall not do or permit to be done or cause to be done any act or thing which may or is likely to cause nuisance or annoyance to users and occupiers of the other apartment(s) in the said Project over the Scheduled Land.
17. That the Purchaser hereby agree to sign and execute all papers and documents and do all other things as the Seller may require from him to do and execute from time to time for effectively enforcing this Deed and/or for safeguarding the interest of the Seller and of all other persons acquiring any right title or interest over the units in the Project over the Scheduled Land.
18. That the Purchaser shall, abide by all the bye-laws/rules/regulations of the Government, Prayagraj Development Authority/Nagar Nigam, Allahabad now Prayagraj and other Competent Authorities and shall attend to, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws.
19. **INDEMNIFICATION :**
 - 19.1. That the Purchaser hereby indemnifies and agrees to keep the Seller indemnified and harmless against any loss, damage or claim of any nature whatsoever, which the Seller may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by the Purchaser in respect of the said Apartment from the date of execution of this Deed.
 - 19.2. Purchaser agrees to indemnify, defend and hold Seller, Seller's affiliates and their officers, directors, agents and representatives and Seller's predecessors in interest and their affiliates and representatives, harmless from and against any and all claims, demands, losses, damages, punitive damages, costs, expenses, causes of action or judgments of any kind or character including, without limitation, any interest, penalty, reasonable attorneys' fees and other costs and expenses incurred in connection therewith or the defense thereof (collectively the "Claims"), with respect to all liabilities and obligations or alleged or threatened liabilities and obligations caused by, related to, attributable to, or arising out of or resulting from hindrance caused by the Purchaser or any person(s) claiming through him to the and sale of Units of the Project named "Park View - The Park @ 33" including and not limited to the Community Facilities over the Scheduled Land.
20. **NOTICE :** That all letters, circulars, receipts and / or notices issued by Seller communicated or dispatched by any of the following modes (a) electronic email designated by the Seller (b) registered AD post or (c)

hand delivery duly acknowledged (d) or courier to the address of the Purchaser given herein above will be sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge the Seller in respect of the same.

21. **STAMP DUTY, REGISTRATION, ETC.:** That all costs, charges and expenses in connection with preparing, engrossing, stamping and registering this Deed of Conveyance/Transfer and/or any other documents required to be executed in pursuance of this Deed, the stamp and registration charges in respect of such documents transferring the said Apartment in favor of the Purchaser under this Deed, has been borne and paid by the Purchaser separately in addition to the Sale Consideration.
22. **TAXES :** That from the date of execution of this Deed or taking of vacant possession by the Purchaser, whichever is earlier, it shall be the responsibility of the Purchaser for payment of all statutory dues including but limited to, municipal taxes, land tax, or any other taxes, fees, rates, charges etc. levied by any local authority, State or Central Government, if any, being attracted on this Deed, the same shall be borne and paid by the Purchaser. The Purchaser shall be solely responsible for all taxes in relation to this transaction of sale under this Deed.
23. **USE :** That the said Apartment is sold to the Purchaser only for the specified purpose of being used as single residential Unit subject to the specific condition that the Purchaser shall have no right to use the Apartment for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes.
24. The Seller shall be entitled to display signboards on the exterior of the Project, and common area and use such open, free space for brand promotion etc.
25. **NAME :** That the Project is being named as "Park View - The Park @ 33" and the Purchaser shall not change and/ or alter such name and give his irrevocable consent for the same.
26. That the Purchaser hereby irrevocably agrees as a specific condition that the Purchaser shall not at any time claim any right of pre-emption or easement right in respect of any apartment or any other portion of the Project over the Scheduled Land.
27. That the Purchaser shall at no time demand partition of his interest in the said land and Project and any part thereof. It is hereby agreed and declared by the Purchaser that his interest in the said land and Project is undivided, impartible and it is agreed that the Seller shall not be liable to execute any assignment or any other document in respect of the exact undivided, impartible share of the Purchaser in the said land.
28. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Apartment to the Purchaser and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under a written instrument duly executed and registered under law after the date of registration of this Sale Deed.

29. **SPECIFIC PERFORMANCE** : The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore that, without prejudice to any and all other rights and remedies the Seller may have, the Seller shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Deed. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Seller may have under law or in equity or pursuant hereto.
30. **JURISDICTION** : That, the Courts of Allahabad now Prayagraj bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of this Deed/transaction.

DISPUTE RESOLUTION : Any dispute, difference, controversy or claim (Dispute) arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996. The Seller shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Allahabad now Prayagraj. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

SCHEDULE '1'

DESCRIPTION OF SCHEDULED LAND

Portion of Nazul now freehold site no. 139-C, Civil Station, Allahabad now Prayagraj MEASURING 6104.88 SQ.MTS. together with part of building no. 33, Dayanand Marg, Allahabad, which is presently numbered as 59/103, Dayanand Marg (Thornhill Road), Allahabad now Prayagraj, built over a part of nazul now freehold Bhukhand Sankhya 139-C, Civil Station, Allahabad, measuring 6104.88 Sq. Metres. The said land has the following boundaries :

Boundary :

- East : - Hindu Boarding House, Allahabad
West: - Site No. 139-B, Civil Station, Allahabad
North : - Site No. 139-A, Civil Station, Allahabad
South : - Maharshi Dayanand Marg (Thornhill Road), Allahabad and part of Nazul Now Freehold Site No. 139-C, Civil Station, Allahabad.

SCHEDULE '2'

DESCRIPTION OF UNIT

Apartment/Unit No. on the **Floor** to be known as **Flat/Apartment No.** **of** **Floor**, the Carpet area of the aforesaid Flat is Sq feet = Sq. Metres and the plinth area of the aforesaid Flat excluding the balcony is Sq feet = Sq.

..... /-

TOTAL =/-

Particulars for Payment of Stamp Duty:

1. That the aforesaid flat is a part of one plus storey building. The aforesaid flat consists of bedrooms, ... Master Bed Room, ... drawing / dining room, 1 kitchen, toilets andbalconies. the Carpet area of the aforesaid Flat is Sq feet = Sq. Metres and the plinth area of the aforesaid Flat excluding the balcony is Sq feet = Sq. Metres and the area of the balcony attached with aforesaid Flat is Sq feet = Sq. Metres and builtup area of the aforesaid Flat is Sq feet = Sq. Metres. The vended property does lie on the main road described in praroop 3 of circle rate from the A.G. Office Chauraha to Kamla Nehru Road Chauraha on Dayanand Marg, Allahabad now Prayagraj, having V-Code No. 15. As per circle rate fixed by the Collector, Allahabad, the valuation of the vended Apartment/Flat comes to Rs./-. The sale consideration of the Vended Apartment/Flat is Rs./-. The Government Order No. 2756/11 dated 30.06.2006, the stamp duty of Rs. 70/- per thousand is payable on the sale deed executed in favour of male. The Present sale deed is executed in favour of male and as such the stamp duty for the sale consideration of Rs./- amounting to Rs./- is paid.
2. The Seller has executed an agreement for sale dated in respect of aforesaid Apartment in favour of the Purchaser aforesaid, which is registered in Bahi Sankhya 1 Jild Sankhya on pages to at Serial No. in the office of Sub-Registrar, Allahabad (First) on The agreement dated was registered as mentioned above and in the said registered agreement the stamp duty of Rs./- has been paid.
3. That the expenses in regard to the stamps etc. of this sale deed have been borne by the Purchaser. The Stamp duty of this sale deed has been paid through e-Stamp vide certificate No. IN-UP..... having serial No. KC dated for Rs./- has been paid.

Witnesses-

1. S/o Shri
..... R/o
....., Allahabad
Adhaar No. Mobile
No.
2. S/o Shri
..... R/o
....., Allahabad
Adhaar No.
Mobile No.

IN WITNESS WHEREOF the parties hereto have signed this deed of sale with their own good and free will and accord and without any coercion and in sound state of mind and health after understanding the contents of this deed on this theth day of, 20..... at Allahabad now Prayagraj.

VALUATION FOR PURPOSES OF STAMP DUTY

VALUE OF FLAT :

VALUE OF PROPORTIONATE AREA OF LAND : SQ. MTS. X Rs.
...../- = Rs./-

VALUE OF CONSTRUCTION : SQ. MTS. X Rs./- = Rs./-

5+2+2+4+5+2+5 = 25% - SINCE THE GROUP HOUSING HAS LIFT, PARKING,
SECURITY ROOM AND POWER BACKUP, SWIMMING POOL, COMMUNITY
CENTRE AND GYM ETC., HENCE 25% HAS BEEN ADDED IN THE VALUE WHICH
COMES TO RS./-

Total Valuation according to circle rate comes to Rs./- since the
sale consideration is Rs./- and as such the stamp duty for the
sale consideration of Rs./- amounting to Rs./- is paid.

Drafted by:

Abdul Jalil, Advocate

Typed by:

Pavitra Kumar Tiwari