

**PRECIS OF THE DEED**  
**(DETAILS OF INSTRUMENT IN SHORT)**

1. Nature of Property - **Residential Apartment (Flat)**
2. Ward/ Pargana. - **Village Harwara, Tehsil Sadar, Allahabad**
3. Mohalla/Village. - **Village Harwara, Tehsil Sadar, Allahabad**
4. Description of Property. - **Residential Apartment No. [\_\_\_\_\_] to be known as Apartment No. [\_\_\_\_\_] of "Vinayak Central Park @ Shervani Legacy PHASE - 2" having area of [\_\_\_\_\_] Sq. feet = [\_\_\_\_\_] Sq. metres, situated Village Harwara, Tehsil Sadar, Allahabad now Prayagraj.**
5. Unit of Land / Plot (Hectare/Sq. Metre) - [\_\_\_\_\_] **Sq. Metres**
6. Extent of Land/ Proportionate Land - [\_\_\_\_\_]
7. Situation of Road. - **Village Harwara, Tehsil Sadar, Allahabad**
8. Other description/ 9 metre road/corner etc. - [\_\_\_\_\_] **X**
9. Type of Property. - **Residential Apartment**
10. Total area of the property (In case of Multistorey Building) - [\_\_\_\_\_]
11. Total Covered Area (In case of Multistorey Building) - [\_\_\_\_\_]
12. Stage-Finished/Semi-Finished/etc. - [\_\_\_\_\_]
13. Valuation of Trees. - [\_\_\_\_\_]
14. Boring/Well etc. - [\_\_\_\_\_]
15. Built up area. - [\_\_\_\_\_]
16. Year of Construction. - [\_\_\_\_\_]
17. Whether Member of Sahkari Awas Samiti- Yes/No. - **Yes/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 [1]**

**Details of Seller**

1. Name : **Vinayakkripa Homebuild LLP (LLPIN : AAH-6877) represented by its authorised partner Shri Sanjeev Agarwal**  
Father's Name: **Late Shyam Lal Agarwal**  
Permanent Address : **265/316, Old Katra, Allahabad**

\_\_\_\_\_  
(Seller)

\_\_\_\_\_  
(Buyer)

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

Occupation : **Business**

Pan No : **AAOFV3348L**

Aadhaar Card : **4962 7944 1185**

Mobile : **9839054198**

**No of Person in First Party [1]**

**Details of Purchaser**

1. Name : [\_\_\_\_\_]

Father's Name : [\_\_\_\_\_]

Permanent Address : [\_\_\_\_\_]

Present Address [\_\_\_\_\_]

Occupation : [\_\_\_\_\_]

Pan No. [\_\_\_\_\_]

Aadhaar No. [\_\_\_\_\_]

Mobile No. [\_\_\_\_\_]

**SALE DEED**

This Sale Deed (hereinafter referred to as "**DEED**", which expression shall include the Schedule(s) hereof) is executed at [\_\_\_\_\_].on [\_\_\_\_\_].day of [\_\_\_\_\_] by and between:

**1.Parties to this Deed :**

**M/s Vinayakkripa Homebuild LLP** (LLPIN: AAH-6877) a Limited Liability Partnership duly registered as per LLP Act, 2008, having its registered office situated at 265/316, Old Katra, Allahabad, represented by its authorised partner **Shri Sanjeev Agarwal** S/o Late Shyam Lal Agarwal R/o 265/316, Old Katra, Allahabad, (Aadhaar No. 4962 7944 1185, PAN: AAOFV3348L, Mobile No. 9839054198), authorised vide authorization letter/ partners resolution dated [\_\_\_\_\_], hereinafter referred to as "**the Seller/Promoter**", (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**

[\_\_\_\_\_] (Aadhaar No. [\_\_\_\_\_], PAN No. [\_\_\_\_\_]) Mobile No. [\_\_\_\_\_]  
S/o [\_\_\_\_\_], R/o [\_\_\_\_\_], Allahabad (Now Prayagraj), hereinafter called "**the Buyer**", which expression shall unless repugnant to the context or

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(Seller)

\_\_\_\_\_  
(Buyer)

meaning thereof be deemed to mean and include his/their, legal successor(s), executors successors & permitted assignees) of the **OTHER PART**.

The Seller and the Buyer 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 land admeasuring 25376 Sq. mtr. and there about lying and situated in Village Harwara, Tehsil Sadar, Allahabad now Prayagraj. More particularly the Seller is the absolute owner of Arazi no. 404, area 0.2170 hectare = 2170 Sq. Metres and Arazi No.385 area 0.0970 hectare = 970 Sq. Metres and Arazi no. 384 area 0.1140 hectare = 1140 Sq. Metres and Arazi no. 383 area 0.0720 hectare = 720 Sq. Metres and Arazi no. 386 area 0.0970 hectare = 970 Sq. Metres and Arazi no. 387 area 0.1320 hectare = 1320 Sq. Metres and Arazi no. 381 area 0.2740 hectare = 2740 Sq. Metres and Arazi no. 382 area 0.2630 hectare = 2630 Sq. Metres and Arazi no. 380 area 685 Sq. metres out of 0.1370 hectare = 1370 Sq. Metres and Arazi no. 407/1 area 1096 Sq. Metres out of 0.2740 hectare = 2740 Sq. Metres and Arazi no. 403 area 1128 Sq. Metres out of 0.1600 hectare = 1600 Sq. Metres and Arazi no. 388 area 660 Sq. metres out of 0.1320 hectare = 1320 Sq. Metres and Arazi no. 379 area 411 Sq. metres out of 0.1370 hectare = 1370 Sq. Metres and Arazi no. 375 area 1282.5 Sq. Metres out of 0.1710 hectare = 1710 Sq. Metres and Arazi no. 374 area 717.5 Sq. metres out of 0.2050 hectare = 2050 Sq. Metres and Arazi no. 370 area 2061.50 out of 0.2170 hectare = 2170 Sq. Metres and Arazi no. 369/1 area 1230 Sq. metres out of 0.2050 hectare = 2050 Sq. Metres and Arazi no. 368/1 area 2394 Sq. Metres out of 0.3420 hectare = 3420 Sq. Metres and Arazi no. 367/1 area 318.50 Sq. metres out of 0.0910 hectare = 910 Sq. Metres and Arazi no. 405 area 732 Sq. metres out of 0.1830 hectare = 1830 Sq. Metres, total consolidated area 20 Gata, Area 2.5376 hectares = 25376 Sq. Mts., situated in Village Harwara, Tehsil Sadar, Allahabad, vide registered sale deed dated 23.03.2018 executed by Shervani Industrial Syndicate Limited (CIN : L45202UP1948PLC001891) a Limited Company registered within the meaning of the Companies Act, 2013, having its registered office at Shervani Nagar, Sulem Sarai, Harwara, Allahabad, through its Authorized Signatory/Director (Corporate affairs) Shri Sadiq Husain Siddiqui S/o Late Faiyaz Husain Siddiqui Address 2, Kanpur Road, Allahabad, presently residing at 276/89/30, Muir Road, Allahabad, which is registered in the office of Sub-Registrar (First) Allahabad in Bahi Sankhya 1 Jild Sankhya 9935 on pages 1 to 54 as document No. 1532 on 24.03.2018. of which the Seller has a legal and transferable title
2. The Seller as being the absolute owner and in possession of the said Scheduled Land has developed Phase 2 of the Project to be known as "**Vinayak Central Park @ Shervani Legacy**" comprising of

multistoried apartments ,community block,nursery school and other amenities on an area of 19760 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 Promoter/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 Buyer 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 zild no. [\_\_\_\_\_] bahi no. [\_\_\_\_\_] on pages [\_\_\_\_\_] to [\_\_\_\_\_] at serial no [\_\_\_\_\_] on date [\_\_\_\_\_] .
5. The competent Authority (Prayagraj Development Authority) has granted the completion certificate of the Project vide its approval number. [\_\_\_\_\_] dated [\_\_\_\_\_] .
6. The Buyer acknowledges that the Seller has provided all the information and clarifications as required by the Buyer and that the Buyer 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 Buyer hereby confirms to the Seller that the Buyer 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 Buyer has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Deed.
8. The Buyer had understood and accepted that the Seller has developed the Project on a part of the Schedule Land admeasuring 19760 sq mts sq mts as mentioned in this Deed as Phase-2 "**Vinayak Central Park @Shervani Legacy**".
9. The Seller has accepted the request of the Buyer 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 Phase 2 of the Project known as "**Vinayak Central Park @Shervani Legacy**" pursuant to which the Parties executed an Agreement to Sell dated [\_\_\_\_\_] for a Basic Sale **Consideration as mentioned in Schedule 3.**

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(Seller)

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(Buyer)

10. The Seller is executing the Registered Conveyance Deed in favour of the Buyer for the Said Apartment . The Seller declares and the Buyer affirms that the conveyance Deed (Sale Deed) of the said Apartment is being executed in the name of Buyer and the undivided proportionate title shall be transferred to the Maintenance Society/ Association of Buyer 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 Buyer 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 Buyer in any manner whatsoever.

1.4. **"Community Block"** shall mean an independent block which shall include both Common and Independent Areas. The Multi Purpose Hall , Society Office, Swimming Pool (including change rooms), Community Hall , Squash Court(s) , Library, Activity/Game Area, Home Theatre Room, Gym , Yoga and Exercise Room and Kids Play Area shall be deemed to be included in the Common Area. The Convenience Shops shall be deemed to be included in the Independent Area[\_\_\_\_\_]

1.5. **"Convenience Shops"** shall mean the commercial area within the Project. Convenience Shops shall be deemed to be included in the Independent Area of the Project.

1.6. **"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.

1.7. **"Nursery School"** shall mean the nursery school to be developed and operated by the Seller or the Sellers assignee . Nursery School shall be deemed to be included in the Independent Area of the Project.

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(Seller)

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(Buyer)

1.8. **“Maintenance Society/Association of Buyer”** 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.

1.9. **“Project”** shall mean and comprise of the composite development of the Scheduled Land in two phases. In Phase 1 approximately 5616 sq mts of the Scheduled Land has been developed as plotted development bearing RERA Registration No [\_\_\_\_]. In Phase 2 approximately 19760 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 **“Vinayak Central Park @ Shervani Legacy”** for all purposes.

1.10. **“Scheduled Land”** shall mean land admeasuring 25376 Sq. Mts. and there about lying and situated at Village Harwara, Tehsil Sadar, Allahabad now Prayagraj on which both Phase 1 and Phase 2 of **“Vinayak Central Park @ Shervani Legacy”** have being developed and is demarcated and shown in **Schedule 1**.

1.11. **“Apartment” or “Unit”** means the specific apartment agreed to be purchased by the Buyer, 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**.

1.12. 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 Buyer 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 as Phase 2 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 Buyer 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 Buyer shall not be vested with the right or entitlement to claim partition or subdivision of said Common Area.

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(Seller)

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(Buyer)

4. That the Seller has received and the Buyer has already paid the entire Sale Consideration as per **Schedule-3** as full and final payment of the said Apartment and that the Buyer has taken vacant possession of the said Apartment to the Buyers entire satisfaction including but not limited to the dimensions/measurements and finishes of the Said Apartment.

5. The Buyer hereby represents that the Buyer has understood the Project is a composite project which has developed in two phases as defined earlier in this Deed and agrees and gives his irrevocable consent as required under Section 14 of the Act and other laws as applicable. The Buyer 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/Promoter over the Scheduled Land ;

6. That the Buyer 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 Buyer breaching obligations under this clause ,the Buyer shall be liable to compensate the Seller or the Maintenance Agency/Society or resident welfare body as the case maybe.

7. The Buyer 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 Buyer 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 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 Buyer 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 Buyer 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 Buyer 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

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(Seller)

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(Buyer)

whatever name called ("**Association**") as per the provisions of the Act.

10.1. The Buyer 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 ("**Community Block Maintenance**"), 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 Block Maintenance charges shall be in addition to the Regular Maintenance and shall be decided by the association of allottees.

10.2. The Buyer understands and agrees that all booking towards the home Theater Room and Community Hall shall be made in advance and shall be made on a first come- first serve basis.

10.3. The Buyer 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 Buyer 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 Buyer (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 Buyer along with other Buyer/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 Buyer.

10.6. The Society may have to pay a maintenance charges to the Shervani Legacy Maintenance Society or any such maintenance agency appointed for the maintenance of the entire campus in future.

10.7. That the Buyer shall pay the maintenance charges in terms of the Maintenance Agreement to such agency as appointed by Maintenance Society/ Association of Buyer, which will be recurring charges throughout, effective from the date of intimation. The Buyer 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

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(Seller)

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(Buyer)

as first charge with interest as provided under the Society bye-laws from the Buyer and/or from the occupier of the said plot through the process defined as \_\_\_\_\_ per \_\_\_\_\_ law.

10.9. That the Buyer shall, while selling/leasing out his Apartment will apprise the subsequent Buyer/ 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 Buyer/ 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 Buyer/ occupant to pay maintenance charges, the facilities to the Buyer/ occupant shall be discontinued and the accrued amount of arrears towards maintenance charges shall be payable by the Buyer/Occupants and the same shall be recoverable from the Buyer/Occupants jointly or severally.

10.12. That the Buyer 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 Buyer 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 Buyer 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

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(Seller)

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(Buyer)

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 all rights, ownership and interest in the area of land on which the Nursery School admeasuring approximately 500 sq meters has been developed or planned to be developed in the said Project, 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 and operate with the Nursery School by way of admissions therein or sale, lease, and or transfer which the Seller may deem fit in the Seller's sole discretion.

12.3. To have understood that all rights, ownership and interest in the Convenience Shops in the said Project, 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 the Convenience Shops by way of or sale, lease , and/or transfer which the Seller may deem fit in the Seller's sole discretion

12.4. To have understood that the Common Area of the Phase 2 ,including the open areas, community block and swimming pool of the Project, as defined under the Act, shall ,without limitation, also be accessible to all the buyers/allottees of the Phase 1 of the Project , as a member of the association of allottees .

13. The Buyer shall have full right to get the Apartment transferred/mutated in the Buyer own name from the concerned department on the basis of this Deed.

14. That the Buyer himself with the stipulation to bind all persons into whose hands the said Apartment may be given by the Buyer 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 nor merge 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 Buyer 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 Buyer 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 Buyer, or

15.2. Any dues are outstanding against the Buyer in accordance with the terms of this Deed.

16. That the Buyer 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 Buyer 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 plots or units in the Project over the Scheduled Land.

18. That the Buyer 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 Buyer 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 Buyer in respect of the said Apartment from the date of execution of this Deed.

19.2. Buyer 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

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(Seller)

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(Buyer)

or alleged or threatened liabilities and obligations caused by, related to, attributable to, or arising out of or resulting from hindrance caused by the Buyer or any person(s) claiming through him to the and sale of Units of Phase 1 or Phase -2 of the Project including and not limited to , the Community Block , Nursery School , Convenience Shop 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 Buyer given herein above will be sufficient proof of the receipt of the same by the Buyer 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 Buyer under this Deed , has been borne and paid by the Buyer 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 Buyer ,whichever is earlier, it shall be the responsibility of the Buyer 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 Buyer. The Buyer 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 Buyer only for the specified purpose of being used as single residential Unit subject to the specific condition that the Buyer 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 “**Vinayak Central Park @ Shervani Legacy**” and the Buyer shall not change and/ or alter such name and give his irrevocable consent for the same.

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(Seller)

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(Buyer)

26. That the Buyer hereby irrevocably agrees as a specific condition that the Buyer shall not at any time claim any right of pre-emption or easement right in respect of any plot, apartment or any other portion of the Project over the Scheduled Land .

27. That the Buyer 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 Buyer 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 Buyer in the said land.

28. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Plot to the Buyer 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, at Allahabad 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.

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(Seller)

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(Buyer)

**SCHEDULE '1'**  
**DESCRIPTION OF SCHEDULED LAND**

The land admeasuring 25376 Sq. Metres of land and situated in Village Harwara, Tehsil Sadar, Allahabad. The said land has the following boundaries :

In North	-	18 Meters Wide Road
In South	-	18 Meters Wide Road
In East	-	12 Meters Wide Road
In West	-	18 Meters Wide Road

**SCHEDULE '2'**  
**DESCRIPTION OF UNIT**

Apartment No.\_\_\_\_ having carpet area of \_\_\_ square meters(square feet) in the Phase 2 of the Project "**Vinayak Central Park @ Shervani Legacy**", , on\_\_\_floor in [tower/block/building] No. [\_\_] along with open or covered parking no. [\_\_\_] admeasuring square meters (square feet) in the (Please insert the location of the open or covered parking area ]

**SCHEDULE '3'**  
**SALE CONSIDERATION**

The Basic Sale Consideration for the Said Apartment as detailed in Schedule 2 is Rs. .... /- (Rupees ..... Only)

1. The Apartment being described under the **Schedule 2** is agreed for consideration as mentioned above of which the Buyer has already paid a sum including additional charges Rs. ..../- (Rupees ..... Only) as Full and Final payment towards the sale consideration of the said Apartment before the execution of these presents. This way the SELLER has received full and final payment towards the sale of the said Apartment & the Buyer has taken possession of the said Apartment to his/her entire satisfaction.

2. Notwithstanding anything contained in this Sale Deed, in case of payment of consideration by cheque & dishonor of such cheque due to any

\_\_\_\_\_  
(Seller)

\_\_\_\_\_  
(Buyer)

reason, this Sale Deed shall ipso-facto become cancelled and null & void. The Seller shall have sole discretion to accept such amount and on the receipt of the same it shall not be considered cancelled.

**The Buyer has paid the amount as under:**

Date /RTGs No.	Cheque/NEFT	Amount of Tax	Amount	Total Amount Received	Bank Name
.....	.....	...../-	.....	.....	.....
.....	.....	...../-	.....	.....	.....
.....	.....	...../-	.....	.....	.....
.....	.....	...../-	.....	.....	.....
.....	.....	...../-	.....	.....	.....
.....	.....	...../-	.....	.....	.....
<b>TOTAL =</b>				...../-	

**Particulars for Payment of Stamp Duty:**

- The vended Apartment does lie on the road mentioned in Praroop 4 of the Circle Rate, having V-Code No. 162. As per circle rate fixed by the Collector, Allahabad, the Valuation of the vended Apartment comes to Rs. ....../-. The sale consideration of the Vended Apartment is Rs. ....../-.
- The Seller has executed an agreement for sale dated ..... in respect of aforesaid Apartment in favour of the Buyer 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.
- As mentioned above, the stamp duty of Rs. ....../- has been paid at the time of registered agreement dated ..... and the remaining stamp duty of Rs. ....../- is being paid in this sale Deed, thus the total stamp duty amounting to Rs. ....../- has been paid.
- 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. TQ ..... dated ..... for Rs. ....../- and remaining stamp duty of Rs. ....../- has been paid through India Non Judicial Stamps.

\_\_\_\_\_  
(Seller)

\_\_\_\_\_  
(Buyer)

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 the .....th day of ..... at Allahabad (Now Prayagraj).

<b>For Seller</b>  <b>Vinayakkripa Homebuild LLP</b>  _____ (signature) <b>Authorized Signatory/Partner</b>	<b>For Buyer</b>    _____ (signature) <b>Signature of Buyer</b>
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<b>Witness No . 1</b>    _____ (signature)  Name : S/O : Address: PAN :	<b>Witness No . 2</b>    _____ (signature)  Name : S/O : Address: PAN :
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Drafted by:

Abdul Jalil Advocate

Typed by:

Pavitra Kumar

\_\_\_\_\_  
(Seller)

\_\_\_\_\_  
(Buyer)