

# INDIA NON JUDICIAL **Government of Uttar Pradesh**

# e-Stamp

#### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

**Description of Document** 

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP02080351912350O

08-Jun-2016 04:38 PM

SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD

SUBIN-UPUPSHCIL01024832188931270

S AHMAD

Article 23 Conveyance

HOUSE No. 19/13 B MAHATAMA GANDHI MARG

ALLAHABAD.MORE DETAILS AS PER SALE DEED.

4,00,00,000 (Four Crore only)

RameshChandraKapoor Karta S O LateBrijNathKapoor

MS SAI DHAM PADAM TOWER

MS SAI DHAM PADAM TOWER

28,00,000

(Twenty Eight Lakh only)



Please write or type below this line.....

For Sai Dham Padam Tower

Authorized Signatory

For Sai Dham Padam Tower

0000503445



The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.







### **SHORT DESCRIPTION OF SALE DEED**

1. Kind of Land Open Land with tin shed and outhouses

(Present use Residential)

2. Ward/Pargana Sadar-I, Allahabad

3. Mohalla Mahatma Gandhi Marg, Allahabad

4. Details of Property premises presently bearing No. 19/13B (all old numbers herein above referred in Para 9 of this deed) Mahatma Gandhi Marg, Allahabad-211001, Police Station Civil Lines, Allahabad.

**5.** Measurement Sq. Mtrs.

**6.** Area of Property 634.51 Sq. Mtrs.

**7.** Location of the Road Mahatma Gandhi Marg

8. V Code & Page Code No. 0002 Page 31 & Sl No. 1

**9.** Kind of Property Open Land with tin shed and out houses

**10.** Covered Area 200.00 Sq. meters tin shed and out house.

**11.** Value of Trees 4 Trees

**12.** Sale Consideration 4,00,00,000.00

**13.** Valuation as per circle rate Rs. 3,56,77,030.00/-

**14.** Stamp Duty Paid Rs. 28,00,000/-

# **Boundaries**

ON THE NORTH: Mahatma Gandhi Marg.

ON THE SOUTH: Portion of the property of Shri Murari Lal Agarwal & Family.

ON THE EAST: Nazul Site No. 62/3 MG Marg Allahabad.

ON THE WEST: Part Portion of 17/13 and 18/13A M G Marg Allahabad.

Zmerurs and C



For Sal Dhana Padam Tower

Authorized Signatory

For Sal Dlam Podam Tower

Antilogian

# Sale Deed

THIS SALE is made on this **08**th **day of June 2016**.

### **BETWEEN**

SHRI RAMESH CHANDRA KAPOOR (PAN No.AAYPK7951L) for himself and as Karta of RAMESH CHANDRA KAPOOR (HUF) (PAN No. AADHK2352Q) son of Late Sri Brij Nath Kapoor, aged about 79 years, by religion Hindu by profession businessman, now leading a retired life presently residing at 17/13, 18/13A Mahatma Gandhi Marg, Allahabad 211001. Mob No. 9452061836.

(Hereinafter, called "The First Party" "Seller" which expression shall always mean and include their Legal heirs, successors, legal representatives, executors and assignees of the one part, unless expressly excluded).

#### **AND**

M/s Sai Dham Padam Tower (PAN No. ADBFS1757J) a partnership firm having its registered office at 15/3, Thornill Road, Allahabad registered with sub registrar Sadr-I in Bahi no. 4 Zild no. 433 in pages 293 to 334 at serial no. 222 dated 06.05.2016 under The Indian Partnership Act of 1932 through its authorized signatories Sri Ved Prakash Goel s/o Late Raj Mal Goel r/o 15/3 Thornill Road, Allahabad & Sri Rajesh Kumar Gupta s/o Shri Rajendra Prasad Gupta r/o 21/19 Mayo Road, Allahabad. Mob No. 9415218553 (Hereinafter, called "The Second Party" "Purchaser" which expression shall always mean and include their Legal heirs, successors, legal representatives, executors and assignees of the one part, unless expressly excluded).

Systal-range

For Sai Daam Padam Tower

Authorized Signatory

For Sal Dhajo Pada n Tower

Authoristan

#### **WHEREAS**

- 1. That the Secretary of State for India in council granted a lease vide an Indenture, dated 21st June 1930 in respect of Nazul land measuring an area of 1 acre and 465 sq. yards (bearing Plot No. l Canning Road, Allahabad) (Site No.62/1, Civil Station, Allahabad) in favour of Rao Shiv Bahadur Singh adopted, son of Rao Fateh Bahadur Singh, which was registered in Book No. l Volume No. 597 on Page 27 to 36 at serial No.2225 on 12.12.1930.
- 2. That the aforesaid Rao Shiv Bahadur Singh constructed on the said plot of land two main buildings numbered as 3 and 3A Canning Road, Allahabad in accordance with the conditions of the aforesaid Indenture dated 21.6.1930.
- 3. That the aforesaid Rao Shiv Bahadur Singh made a gift of his rights in respect of the aforesaid property in favour of Smt. Sajjan Kunwar who was the "Majhli Rani" (second out of three wives) of Rao Shiv Bahadur Singh, vide a deed dated, 23.2.1944. The aforesaid deed dated, 23.2.1944 further postulated that after the death of Smt. Sajjan Kunwar the right of the said property shall devolve on Smt. Krishna Kunwari, senior Kunwari of Churhat and wife of Kunwar Ran Bahadur Singh.
- 4. That further on 30th December 1953 the aforesaid Rao Shiv Bahadur Singh, Smt. Sajjan Kunwar, Smt. Krishna Kunwari and Kunwar Ran Bahadur Singh, son of Rao Shiv Bahadur Singh sold away their lease holds rights as also buildings, trees and other constructions standing on the aforesaid plot to Sri Ram Bilas Chaudhary for a sale consideration of Rs. 25,000/-.

5 41 21 -3 44 FC

J

For Sai Dham Padam Tower

Authorized Signatory

For Sal Dhan Padem Tower
Authorized Signatory

- 5. That in the aforesaid document there was a clause of re- purchase of the aforesaid property by the transferor from the transferee within a period of two years from 4th January 1954 on payment of full price amounting to Rs.25,000/- only.
- 6. That due to financial stringencies faced by the aforesaid Rao Shiv Bahadur Singh, Smt. Sajjan Kunwar, Smt. Krishna Kunwari and Kunwar Ran Bahadur Singh, they decided to transfer their lease hold rights of entire property (3 & 3A Canning Road, Allahabad) together with building, trees standing thereon in favour of Sri Kamal Narain Kapoor, Sri Vijay Narain Kapoor, Shri Shyam Narain Kapoor. Thus the aforesaid Rao Shiv Bahadur Singh and his family members along with Shri Ram Bilas Chaudhary son of Sri Tormal Chaudhary executed a sale deed in favour of Shri Kamal Narain Kapoor, Vijay Narain Kapoor and Shyam Narain Kapoor all sons of Late Shri Brij Nath Kapoor vide sale deed dated 10.10.1955 which was registered in Book No. l, Volume No.1004 on Pages 216 to 229 at serial No.1986 on 10.10.1955 itself.
- 7. Thus on the basis of the aforesaid sale deed the aforesaid Shri Kamal Narain Kapoor, Vijay Narain Kapoor and Shyam Narain Kapoor got their names mutated in the record of House Tax Assessment Register.
- 8. That the aforesaid lease hold rights continued in favour of Rao Shiv Bahadur Singh till 5.3.1960 and thereafter an application for renewal of the same was made by Smt. Sarwati Devi widow of Brij Nath Kapoor, Shyam Narain Kapoor, Vijay Narain Kapoor, Suresh Chandra Kapoor and Ramesh Chandra

2 m21 = 1 3 d 41



For Sai Dham Padam Tower

For Sai Dhem Padam Tower

Kapoor all sons of Late Brij Nath Kapoor and the lease hold rights in respect of 1 acre 465 sq. yards was renewed on 10.3.64 for another period of 30 years which was registered in Bahi No. 1, Zild No. 1264 on pages 299 dated 02-06-1960. In this context it is not out of place to mention here that Shri Kamal Narain Kapoor had already passed away on 5th July 1956 leaving behind Smt. Mohini Kapoor as his widow and sole heir who relinquished her rights in respect of the aforesaid property in favour of her brothers-in-law before her remarriage in 1963.

9. That, thereafter an agreement was executed on non-judicial stamp paper of Rs. 2.50 on 9th March 1974 between Sri Vijay Narain Kapoor, Shyam Narain Kapoor, Suresh Chandra Kapoor and Ramesh Chandra Kapoor all sons of Late Brij Nath Kapoor and Smt. Sarwati Devi Kapoor widow of late Brij Nath Kapoor and it was specified therein that out of the aforesaid property after it was made free hold, an area of 2242 sq. yards of land along with house property No.3/13 Mahatma Gandhi Marg, Allahabad will exclusively belong to the branch of Sri Ramesh Chandra Kapoor and accordingly the members of his branch shall on such allotment would be the absolute owners of the said property. From the above document it was amply clear that the four sons and widow of Late Sri Brij Nath Kapoor wanted to partition the property bearing no. 3/13 and 3A/11 situated at Canning Road presently known as Mahatma Gandhi Marg, Allahabad between themselves. Later on property bearing House No. 3 became 13 which in due course again changed

Systaman



For Sai Diam Padam Tower

from 13 to 17. Then the Seller Ramesh Chandra Kapoor only for the purposes of Municipal records divided the property into three parts namely 17, 18 and 19 Mahatma Gandhi Marg, Allahabad. As the old Municipal number was also in vogue the Nagar Nigam made it further clear by allotting new number 17/13, 18/13A and 19/13B in the House Tax Assessment Register (Khasra) in the name of the Seller.

10. That, thereafter the Governor of U.P. through District Magistrate, Allahabad executed a Freehold deed document in favour of Sri Vijay Narain Kapoor, Shyam Narain Kapoor, Suresh Chandra Kapoor and Sri Ramesh Chandra Kapoor all sons of Late Brij Nath Kapoor on 10.7.2000 converting the lease hold right of Nazul land measuring area 1 Acre 465 sq. yards into free hold property which was registered in Book No. l Volume No.2214 on Pages 185 to 201 at serial No.4893 on 10.7.2000 itself. This document clearly specifies the site No. 62/1, Civil Station, Allahabad which is referred above in the documents dated 21.06.30 and 10.10.55 and the boundaries stated therein tally with each other.

Thus on the basis of aforesaid documents the property in question has acquired free hold rights and can easily be transferred by way of sale or gift by the present owners in favour of anyone of their choice.

11. That, thereafter Sri Chetan Kapoor son of Sri Vijay Narain Kapoor resident of 3A (Old) 15/11 (New) M.G. Marg, Civil Lines, Allahabad filed a suit for partition of his property from the other share holders and suit No.38 of 2001

2か21213abl

For Sal Dham Padam Tower

For Sai Dhain Padan Tower
Authorical Supatory

Chetan Kapoor Versus Vijay Narain Kapoor and others was decided in terms of compromise decree dated 9.9.2003 in which it is clearly stated that Shri Ramesh Chandra Kapoor had been given the property bearing No. 3/13 (OLD) thereafter 17 and presently 17/13, 18/13A and 19/13B measuring 2242 sq. yard of open land which clearly proves that the agreement dated 9.3.74 have been acted upon and Sri Ramesh Chandra Kapoor Karta of HUF. the Seller had become exclusive owner of his portion vide aforesaid agreement dated 9.3.1974 and compromise decree dated 9.9.2003. Thus the Seller Shri Ramesh Chandra Kapoor has a clear right and title over the aforesaid property which is under the exclusive ownership of the HUF of which the Seller Shri Ramesh Chandra Kapoor is the Karta. The HUF came into existence on 1.4.74. The other members of the HUF Smt. Kamlesh Kapoor wife of Ramesh Chandra Kapoor, Sarvshri Hemant Kapoor and Prashant Kapoor both sons of Sri Ramesh Chandra Kapoor have given their unconditional consent and no objection for the purpose of selling the property hereinafter referred in favour of the purchaser through their letters of consent dated 25-04-2016 duly notarized on 25-04-2016 at Allahabad.

12. That the Seller is now absolutely seized and possessed of or otherwise well and sufficiently entitled to sell the said immovable property at premises presently bearing and (fully described in preceding Para 9 of this deed) no. 19/13B situated at Mahatma Gandhi Marg, Allahabad which is part portion of Freehold Nazul Site No. 62/1, Civil Station, Allahabad fully described in the

22212121 de 45



For Sal Dham Padam Tower

torked Signatory

For Sal Dhan Padam Tower

schedule hereinafter appearing and hereinafter referred to the said property with all rights.

- 13. That the Seller is a devotee of Shri Ramakrishna, Holy mother Smt. Sharda Devi and Swami Vivekananda and as such vide Gift deed dated 31st -07-2014 registered in the office Sub Registrar I in Bahi no. 1 Zild No. 829 on Pages 361 to 406 at serial no. 4251 dated 31-07-2014 in favor of Ramakrishna mission, Belur, P.O. Belur Math, Howrah 711202, herein for the benefit of the Ramakrishna Math Vijnanananda Marg, Mutthiganj, Allahabad 211003 branch center of the Ramakrishna Mission, a part portion of 1240.07 Sq. Meters having house No. 17/13 and 18/13 M.G. Marg Allahabad out of his total share of 2242.00 Sq. Yards = 1874.58 Sq. Meters and now the seller is left with only 634.51 Sq. meters.
- 14. And Whereas the Seller wanted to sell his land and knowing the intention of the First Party seller, the Second Party Purchaser offered to purchase the aforesaid land, having 634.51 Sq. meters situated at old 19, Mahatma Gandhi Marg and New 19/13B Mahatma Gandhi Marg, Allahabad and part portion of Freehold Nazul Plot NO. 62/1 Civil Station Allahabad fully described at the end of this deed against a total sale consideration of Rs. 4,00,00,000.00 (Rupees Four Crore Only) exclusive of all taxes and duties and the sale consideration offered by the second party purchaser being very reasonable as per prevailing market rates and therefore THE FIRST PARTY/SELLER have decided to sell the said land to the Second Party purchaser for a sale

Zinzi unz angl

For

consideration of Rs.4,00,00,000.00 (Rupees Four Crore Only).

AND WHEREAS the parties hereto have agreed to execute this deed of sale and agree to abide by the terms and conditions enumerated hereunder:-

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

- 1. That in lieu of the sale consideration of Rs.4,00,00,000.00 (Rupees Four Crores Only) paid by Second Party Purchaser to the First Party/Seller, First Party/Seller hereby sells, transfers and alienates all their rights, title and interest in open Land with tin shed and out houses along with trees having an area 634.51 Sq. meters of Land bearing Municipal No. (OLD) 19 Mahatma Gandhi Marg, Allahabad, (NEW) 19/13B, Mahatma Gandhi Marg, Allahabad part portion of Freehold Nazul Plot No. 62/1 Civil Station Allahabad for a total sale consideration of Rs.4,00,00,000.00 (Rupees Four Crore Only).
- 2. That the Second Party Purchaser has paid the entire sale consideration of Rs.4,00,00,000.00 (Rupees Four Crore Only) to the First Party - Seller in the following manner:-
  - A. Rs. 2,06,00,000.00 ( Rupees. Two Crore Six Lacs only ) vide R.T.G.S.
    UTR No. HDFCR52016060479253789 dated 04-06-2016 of H.D.F.C
    Bank Ltd, Civil Lines Branch, Allahabad from Account No.
    502000172X75149 of M/s Sai Dham Padam Tower.

Systeman Hint

For Sai Dhan Padsm Tower

For Sal Dham Padam Towe

Signatory

- B. Rs. 2,00,000.00 ( Rupees. Two Lacs only) vide R.T.G.S. UTR No. HDFCR520160604479251725 dated 04-06-2016 of H.D.F.C Bank Ltd, Civil Lines Branch, Allahabad from Account No. 50200017275149 of M/s Sai Dham Padam Tower.
- C. Rs. 1,60,00,000.00 (Rupees. One Crore Sixty Lacs only ) vide N.E.F.T.
  UTR No. N158160159295610 dated 06-06-2016 of H.D.F.C Bank Ltd,
  Civil Lines Branch, Allahabad from Account No. 50200017275149 of
  M/s Sai Dham Padam Tower.
- D. Rs. 28,00,000.00 (Rupees. Twenty Eight Lacs only) vide N.E.F.T. UTR No. N159160159682798 dated 07-06-2016 of H.D.F.C Bank Ltd, Civil Lines Branch, Allahabad from Account No. 50200017275149 of M/s Sai Dham Padam Tower.
- E. Rs. 4,00,000/- is being Paid as TDS by the purchaser on account of the seller vide Challan No. 280 BSR Code 0510308 dated 06-06-2016 Challan serial No. 11585 vide acknowledgement No. AD1410102.

First Party/Seller hereby acknowledges the receipt of the entire sale consideration. Nothing remains due from Second Party - Purchaser in this regard.

3. That First Party/Seller hereby covenant that all rights, title and interest in the said land heretofore enjoyed by First Party/Seller, shall hereafter vest in the Second Party - Purchaser who shall be the full and absolute owners

For Sal Dham Padam Tower

Authorized Signatury

1 Separatory

For Sal Da m Padam Tower

Justanian A (

thereof and the said Second Party - Purchaser and their heirs, successors and assigns shall and may possess and enjoy the said freehold land without any hindrance and claim whatsoever from or by the said First Party/Seller, their or any other person or persons claiming through or under them.

- 4. That First Party/Seller has withdrawn their possession from the said land hereby transferred and have handed over in the vacant possession to the Second Party/ Purchaser and the Second Party/ Purchaser are now the absolute owner in possession of the freehold land hereby transferred.
- 5. That First Party/Seller hereby further covenant that First Party/Seller has been the full and absolute owners of the said land hereby transferred without any other co-sharers therein and that the said property is free from all and every kind of encumbrance and charges.
- 6. That First Party/Seller, their heirs and successors and representatives have no longer any claim or objection regarding the sale consideration which has been paid to First Party/Seller in full in the aforesaid manner. The Second Party /Purchaser are now entitled to get their names mutated over the aforesaid property in the records of Nagar Nigam, Allahabad Development Authority, Allahabad and in other relevant records.
- 7. That all taxes, duties and charges whatsoever payable to Nagar Nigam, Allahabad or Jal Sansthan, Allahabad or A.D.A. or any other authorities up to the date of sale deed shall be payable by First Party/Seller alone and from

2 m21-21-2 do 41

For Sai Dhan Padan Tower

Authorized Signatory

For Sai Dyam Padam Tower

the date of the sale deed and onwards it will be the liability of the purchaser to pay such charges.

**8.** That the terms and conditions of this sale deed shall be binding on the heirs, successors and assigns of both the parties.

**IN WITNESS WHEREOF** the parties hereto have signed and set their hands on 8<sup>th</sup> day of June, 2016 first above mentioned.

#### **DETAILS OF THE PROPERTY SOLD**

Open land with tin shed and outhouses admeasuring 634.51sq. Mtrs having House No. 19 Old and 19/13B MG Marg Allahabad which is part portion of Freehold Nazul Site NO. 62/1Civil Station Allahabad in the shape of open land with tin shed and outhouses, more fully shown in the map annexed to this deed which is measurement and bounded as under:-

ON THE NORTH:

Mahatma Gandhi Marg. Having 48'-6" width

ON THE SOUTH:

Portion of the property of Shri Murari Lal & Family having

48'-6" width.

ON THE EAST:

Nazul Site No. 62/3 MG Marg Allahabad having 144'-6" width

including 3'-6" as road widening.

ON THE WEST:

Part Portion of 17/13 and 18/13A M G Marg Allahabad

having 144'-6" width including 3'-6" as road widening owned

by Ramakrishna Math & Mission, H.Q. Belur Math, Distt.

Howrah (West Bengal).

Zherunauye



For Sai Diam Podam Tower

Authorized Signatory

For Sai Diam Padam Tower

### **Valuation for Stamp Duty**

The Property situated on Mahatma Gandhi Marg, Allahabad. The valuation of sold property in following manner:-

The Cost of Land 634.51Sq Mtrs X 53000/- = Rs. 3,36,29,030/-

**Tin Shed Construction & RBC IInd Class** 

out houses construction 200Sq Mtrs. X 10,000/- = Rs. 20,00,000/-

Cost of 4 Trees maximum = Rs. 48,000/-

Total = Rs. 3,56,77,030/-

The valuation of said property **Rs.** 3,56,77,030/- but stamp duty has been paid **Rs.28,00,000**/- on sale consideration of Rs. 4,00,00,000.00. Stamp of **Rs.28,00,000.00** paid by E Stamp No. **INUP020803519123500** dated **08/06/2016** according to government notification no. 2756/11 dated 30th June 2008 accordingly.

マカマノマラのとし

Auf

For Sai Dham Padam Tower

Authorized Signator

For Sal Dham Padem Tower

# {Photo of Land)



221-01-21 dr 71

For Sal Dhan Padam Tower

Anthorized Signators

For Sal Diam Padam Tower

#### Witnesses:

# 1. Shri Akshat Kapoor

s/o Shekhar Kapoor

r/o 13H/7, Clive Road, Near Lotus Apartment

Civil Lines, Allahabad

AADHAR No. 260130719899 Mt/4000



## 2. Avinash Jaiswal

s/o Sri Prem Jaiswal

r/o 427, Old Katra, Allahabad.

AADHAR No. 492635473357



For Sal Dham Padar

2 manuruaye

(First Party "Seller")

For Sal Padam Tower

a served Signatory

(Second Party "Purchaser")

Anil Kumar Shukla (Advocate)

Typed by:

Ston

Ashutosh Srivastava

(hish) bibisis shinehel ha 1 Bit I I I BY DE STORE W 7792 TABLE FALLS & 221-19

Die 1018 1018 1018