

From,

Ram Prasad,
Deputy Registrar (M)
High Court of Judicature at
Allahabad

Request - 98

To,

The District Judge,
Deoria.

87
9

No. 3056 / IV-3511/ Admin (A-4) / Dated 07-03-19

Subject:- Information regarding purchase of flat no. 104, Orchid Heights Apartment, Village Uttardhauna, Lucknow by Sri Tej Pratap Tewari, H.J.S., Additional District Judge/Special Judge (SC/ST Act), Deoria.

Sir,

With reference to your endt. no. 1564/XV dated 24.12.2018 on the above subject, I have to say that Sri Tej Pratap Tewari, H.J.S., Additional District Judge/Special Judge (SC/ST Act), Deoria may kindly be asked to furnish following informations/ papers for taking further necessary action in the matter:-

1. Details of his earlier purchases both movable/immovable as per point 3 of Court's C.L. no. 25/ Admin (A) dated 13.07.1998.
2. Complete & attested copy of passbook of his S.B. A/c of atleast one preceding year by indicating the particular entry/entries of payment(s) made against purchase of flat and by disclosing the source of money deposited/credited in case any such credit exceeds the amount of his one month's salary.

Yours faithfully

R.P.
21/2/2019
Deputy Registrar(M)

D.R.(M)
May issue?
M
21/02/19
R.O.

Atshad
21.2.2019

No. 3057 / IV-3511/ Admin (A-4) / Dated 07-03-19

88

Copy forwarded for information & necessary action to Sri Tej Pratap Tewari, H.J.S., Additional District Judge/Special Judge (SC/ST Act), Deoria.

R.P.
21/2/2019
Deputy Registrar(M)

Reg. No 1242 6
File No 3511 16.1.19
Serial No 86
Binoo
29.1.19
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18.1.19
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request-98

(A)

To 10/1/19
Tej Pratap Tewari
28

From

Tej Pratap Tewari, H.J.S,
Ind A.D./Special Judge (SC/ST Act),
Deoria.

To

The Registrar Budget,
High Court of Judicature at
Allahabad.

Through

The District Judge,
Deoria.

850

Sub: Regarding Information of the purchase of flat

Sir,

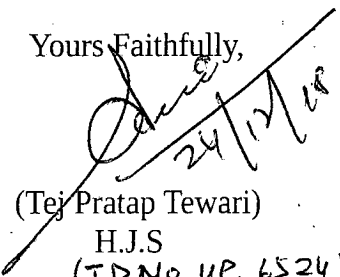
Date: December 24, 2018

Please find enclosed herewith information regarding purchase of flat and mode of payment for the same in accordance with C.L. No. 25/Admin. (A) dated 13th July, 1998.

Kindly place the same before the Hon'ble Court.

With Regards.

Yours Faithfully,


(Tej Pratap Tewari)
H.J.S
(ID.No. UP. 6524)

Encl.: As Above

आपलय नुनवत न्यायाधीश दवारय
1564/XV 24.12.18
दिवसिक देवरिया
अप्रसरित
R17
हावपद न्यायाधीश
देवरिया
24.12.18

DRM)

D.R.(R.R) Admn

S.O. Admn, A4

RSd
9/1/2019
DR

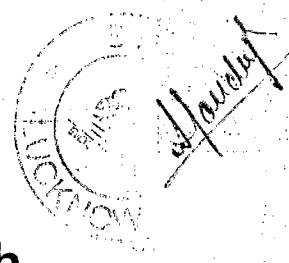
Mrs. M. ... Regl (S)
1A
29.1.19

Information regarding purchase of flat and mode of payment for the same in accordance with C.L. No. 25/Admin. (A) dated 13th July, 1998

request-98

1. Date of joining of service	15/12/2008
2. Present Gross Salary and take home salary	Gross Salary- Rs. 1,85,771/- (Rs. One lakh and eighty five thousand seven hundred seventy one only) Take home salary-Rs. 1,54,387/- (Rs. One lakh and fifty four thousand three hundred eighty seven only)
3. Details of purchases (movable property exceeding to value of Rs. 10,000 and immovable property) made by him earlier with complete details, date of purchase, amount spent, etc.	No immovable property has been purchased earlier by me.
4. If any advance or loan taken from the High Court; its amount and in what manner the loan will be repaid namely, the number of instalments, its amount and till what date the deduction will be made, etc.	No loan has been taken from the Hon'ble High Court.
5. If any loan taken from Bank, etc., details of amount, mode of repayment, period of deduction, number and amount of instalment, etc.	Rs. 29,95,000/- (Twenty nine and ninety five thousand only) and Rs. 5,00,000/- (Five lakhs) loans sanctioned from State Bank of India, Lucknow. Vide A/C No- 34414948545 & A/C No- 37521702277 Loans to be repaid in equated monthly instalments over a period of 20 years. 9.15% p.a. and 8.3% p.a. respectively.
6. Regarding purchase of second hand car name of the vehicle, its model, cost price, etc. date of the first purchase (month and year) of the vehicle from car dealer to the first purchaser and a copy of the insurance policy showing the amount for which the vehicle was insured prior to its purchase by the officer.	Not Applicable
7. Details of the property (Area of plot, locality, City/District if building or flat then its sizes)	Flat No. 104, First Floor, Tower No. 4, Orchid Heights Apartments admeasuring 151.022 sq. m. (super area), 125.852 sq. m. (covered area). Located at 25 metres away from the Faizabad Road opposite Ramswaroop Engineering College, Village Uttardhauna, Lucknow. Cost Rs. 36,31,875/- (Rs. Thirty Six Lakh and Thirty One Thousand eight hundred seventy five only)
8. Name and full address of the dealer/seller	M/s Omega Developers and Builders, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, having its registration No. 2010/11 and office at Khasra No. 174, Opposite Ram Swaroop Engineering College, Village Uttardhauna, Lucknow through its authorized partner Shri Ashish Gupta, son of Shri Hari Prasad Gupta.
9. Whether the dealer is regular and reputed one	Yes, the dealer is a registered and reputed partnership firm.
10. Whether the judicial officer is related to the seller in any way and whether any case against the seller is pending in or decided by the Judicial Officer	I am in no way enjoying any relation whatsoever with the seller and no case against the seller is pending or has been decided by me at any point of time.
11. Details of the source of the amount with papers in support thereof.	Details of the source of the amount with papers attached. Schedule of payments is mentioned on page 16 & 17 of registered sale deed (attached).

2 17205/18



सत्यमेव जयते

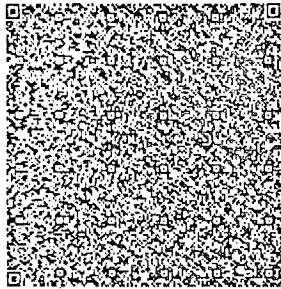
INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP05267073654301Q
Certificate Issued Date	: 06-Nov-2018 11:45 AM
Account Reference	: SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0106290493678568Q
Purchased by	: KARUNA TIWARI AND TEJ PRATAP TEWARI
Description of Document	: Article 23 Conveyance
Property Description	: FLAT NO.104, TOWER NO.4, ORCHID HEIGHTS APARTMENTS, UTTARDHAUNA, LUCKNOW.
Consideration Price (Rs.)	:
First Party	: MS OMEGA DEVELOPER AND BUILDERS THRU ASHISH GUPTA
Second Party	: KARUNA TIWARI AND TEJ PRATAP TEWARI
Stamp Duty Paid By	: KARUNA TIWARI AND TEJ PRATAP TEWARI
Stamp Duty Amount(Rs.)	: 2,44,250 (Two Lakh Forty Four Thousand Two Hundred And Fifty only)

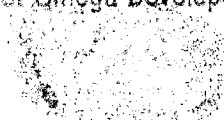
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For Omega Developer And Builders



Tej Pratap

Karuna

0004029733

Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at: www.e-stamp.com. Any discrepancy in the details on this Certificate and as displayed on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.



भारत सरकार

Government of India



आशीष गुप्ता

Ashish Gupta

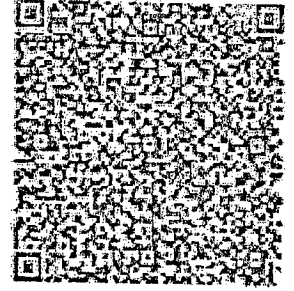
पिता : हरी प्रसाद गुप्ता

Father : HARI PRASAD GUPTA

जन्म तिथि / DOB : 09/05/1981

पुरुष / Male

request-98



6265 2514 4604

आधार - आम आदमी का अधिकार

For Omega Developer And Builders

Partner

885308115



आधार

भारत सरकार
Unique Identification Authority of India

पता:
4/169, विशाल खण्ड, गोमती नगर,
गोमतीनगर, गोमतीनगर, लखनऊ,
उत्तर प्रदेश, 226010

Address:
4/169, VISHAL KHAND, GOMTI
NAGAR, Gomtinagar,
Gomtinagar, Lucknow, Uttar
Pradesh, 226010

6265 2514 4604

request-98



भारतीय विभिन्न पहचान प्राधिकरण
INDIAN NATIONAL AUTHORITY OF IDIA

पता
W/O: तेज प्रताप तिवारी, म न-4, टाटा
कालोनी, लखनऊ
उत्तर प्रदेश-226001

Address:
W/O: Tej Pratap Tiwari, H N-4,
TYPE-4, BUTLAR PALACE
Lucknow, Lucknow G.p. Bakshi
Ka Talab, Lucknow
Uttar Pradesh-226001



भारत सरकार
GOVERNMENT OF INDIA

भारत सरकार
GOVERNMENT OF INDIA



करुणा तिवारी
KARUNA TIWARI
व्यक्ति / DoB: 17/02/1971
महिला / FEMALE

3995 2353 0728

आधार - आम आदमी का अधिकार

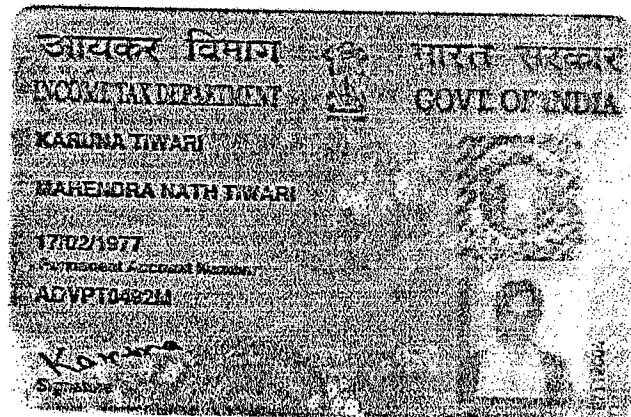
Karuna

request-98

आयकर विभाग
INCOME TAX DEPARTMENT
KARUNA TIWARI
MAHENDRA NATH TIWARI
17/02/1977
AD VPTD-482M

भारत सरकार
GOVT OF INDIA

Karuna



Karuna

भारत सरकार
GOVERNMENT OF INDIA



तेज प्रताप तिवारी
Tej Pratap Tewari
जन्मतिथि / DoB: 02/08/1971
पुरुष / MALE



7351 4431 0286

Request-98

आयुक्त - आम आदमी का अधिकार

(Handwritten signature)
9628026000



भारतीय डाक विभाग
INDIAN POSTAL CORPORATION

पता
S/O: अशोक तिवारी, बंगला-4, प्रताप
जिला, लखनऊ
लखनऊ-226001
Address:
S/O: Awadh Nath Tewari, H.W.-4
TYPE-4, BUTLER PALACE,
Lucknow, Lucknow G.P. Bakshi
Ka Talab, Lucknow
Uttar Pradesh-226001


भारतीय डाक

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www.indianpost.gov.in

request-98

100112-211001
In case this card is lost/changed/destroyed/retired/revoked
the issuing authority:
Commissioner of Income Tax
Karnataka Division
K. M. Narayana Chandra Murthy
Mysore - 570 001

PERMANENT ACCOUNT NUMBER
ACZPT1923A



NAME
TEJ PRATAP TEWARI

FATHER'S NAME
AWADH NATH TEWARI

DATE OF BIRTH
02-08-1971

SIGNATURE

COMMISSIONER OF INCOME TAX, KARNATAKA DIVISION

Ja



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
 Unique Identification Authority of India
 Government of India

नामांकन क्रम / Enrollment No.: 1062/20333/26687

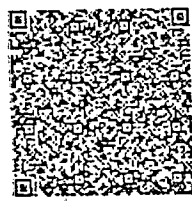
request-98

To
 राजेश पति त्रिपाठी
 Rajesh Pati Tripathi
 S/O: Bashishtha Pati Tripathi
 4/4 BUTLAR PALACE JOPLING ROAD
 Lucknow
 Lucknow G.p
 Bakshi Ka Talab Lucknow
 Uttar Pradesh 226001
 9415160767

07/02/2014
 115186716





ML151867163FT



आपका आधार क्रमांक / Your Aadhaar No. :


2203 6510 3729

आधार - आम आदमी का अधिकार

भारत सरकार
 Government of India

राजेश पति त्रिपाठी
 Rajesh Pati Tripathi
 जन्म तिथि / DOB : 01/01/1973
 पुरुष / Male



राजेश पति त्रिपाठी

2203 6510 3729

आधार - आम आदमी का अधिकार

भारत सरकार

निखार सोनी
Nikhar Soni
जन्म तिथि/DOB:
05/09/1985
पुरुष / MALE

9947 9188 4347

मेरा आधार, मेरी पहचान

request-98

7388872888

Nikhar Soni

भारतीय जनता पार्टी पहचान प्राधिकरण
INDIAN NATIONAL PARTY AUTHORITY OF INDIA

पता:
आशुतोष, हरिनाम सिंह, ए-48, नेहरू विहार, कल्याणपुर, विक्रम नगर, लखनऊ, उत्तर प्रदेश - 226022

Address:
S/O, Harinam Singh, A-48, Nehru Vihar, Kalyanpur, Vikram Nagar, Lucknow, Uttar Pradesh - 226022

9947 9188 4347

MEERA AADHAAR, MERI PEHACHAN

request-98

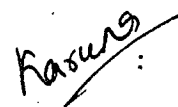
Sale Consideration : Rs. 36,31,875/-
 Market Value : Rs. 31,11,432/-
 Stamp Duty Paid : Rs 2,44,250/-
 Pargana : Lucknow

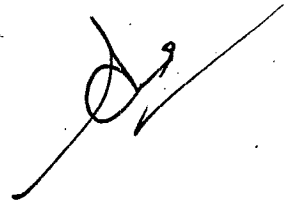
DETAILS OF INSTRUMENT IN SHORT

1. Nature of Property : Residential
 2. Ward/Pargana : Lucknow
 3. Mohalla/Village : Uttardhauna
 4. Details of Property (Property No.) : Flat No. 104 on First Floor in Tower No. 4 in building known as 'Orchid Heights Apartments', built up on part of Khasra No. 171, 172, 173 and 174
 5. Unit of measurement : Sq. meter
 6. Area of Flat : 151.022 Sq. meters (Super Area)
 7. Area of Flat : 125.852 Sq. meters (Covered)
 8. Total land area of Property (all 6 towers) : 18730.41 Square meters
 9. Total built-up area of all 6 towers : 55029.36 Square meters
 10. Location Road (As per Segment) : 250 meters away from Faizabad Road
 11. Category (Finished/Semi-finished/other) : Finished
 12. Other Details (9 Meter Road/ Corner etc.) : 15 meter wide road
 13. Type of Property : Flat
 14. Year of Construction : 2016
 15. Consideration : Rs. 36,31,875/-
- Boundaries**
- EAST : Corridor of 1st floor of Tower No. 4
 WEST : Open to sky and facing Tower No. 3 building
 NORTH : Flat No. T-4-105
 SOUTH : Flat No. T-4-103

For Omega Developer And Builders


 Partner


 Rasung



No. of persons in first part : (1)

Details of Seller

M/s Omega Developer and Builders, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, having its registration No. 2010/11 and office at Khasra No. 174, Opposite Ram Swaroop Engineering College, Village Uttardhauna, Lucknow, through its authorized partner Shri Ashish Gupta son of Shri Hari Prasad Gupta

request-98

No. of persons in second part: (2)

Details of Purchaser(s)

1. Ms. Karuna Tiwari daughter of Mr. Mahendra Nath Tiwari, resident of Type IV/4, Butler Palace Colony, Lucknow.
2. Mr. Tej Pratap Tewari son of Mr. Awadh Nath Tewari, resident Type IV/4, Butler Palace Colony, Lucknow.

SALE DEED

THIS DEED OF SALE is executed on the 06th day of November, 2018 between :-

M/s OMEGA DEVELOPER AND BUILDERS through its partner and authorized signatory Shri ASHISH GUPTA son of Shri Hari Prasad Gupta and Power of Attorney holder of Shri Akhilesh Kumar Gupta, Smt Kanti Gupta, Smt Urmila Devi, and they being partners in the above firm and part owners of Khasra No. 171, 172, 173 and 174, Village Uttardhauna, District and Tehsil Lucknow (hereinafter referred to as the "SELLER/OWNER" which expression shall mean and include their heirs, legal representatives, successors, nominees, transferors, administrators, executors and assignees)

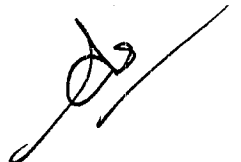
AND

(1) Ms. Karuna Tiwari daughter of Mr. Mahendra Nath Tiwari and (2) Mr. Tej Pratap Tewari son of Mr. Awadh Nath Tewari,

For Omega Developer And Builders


Partner





request-98

both residents Type IV/4, Butler Palace Colony, Lucknow (hereinafter jointly referred to as the "PURCHASER/BUYER" which expression shall mean and include their heirs, legal representatives, successors, nominees, transferors, administrators, executors and assignees.)

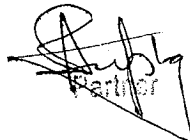
WHEREAS, the seller is the absolute owner and in possession of Flat No. 104 on First Floor in Tower No. 4, measuring super area 1625 (Sixteen Hundred Twenty Five) Square feet i.e. 151.022 (One Hundred Fifty One Point Zero Two Two) Square meters, in "Orchid Heights" apartments project built over Part of Khasra No. 171, 172, 173 and 174, Situated at Village Uttardhauna, Pargana, Tehsil and District Lucknow (hereinafter referred to as the "Said Property") more clearly detailed and described at the foot of this deed in the schedule of property.

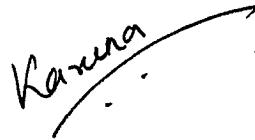
AND WHEREAS, Mr. Ashish Gupta, son of Hari Prasad Gupta, purchased part of Khasra No. 171, situated at Village Uttardhauna, Pargana, Tehsil and District Lucknow, measuring 0.580 Hectare from Mahadev vide registered Agreement to Sell dated 25.09.2001 registered in the Office of Sub-Registrar-II, Lucknow vide Book. No. 1, Khand 2970 at Pages 221/254 Serial No. 6707 on 26.09.2001. Later on Mahadev had executed the sale deed on 24.10.2007 in favour of Mr. Ashish Gupta which is registered in the Office of Sub-Registrar-II, Lucknow vide Book. No. 1, Khand 7011 at Pages 253/278 Serial No. 9913 on 24.10.2007;

AND WHEREAS, Smt. Kanti Gupta, Wife of Hari Prasad Gupta, purchased part of Khasra No. 172, situated at Village Uttardhauna, Pargana, Tehsil and District Lucknow, measuring 0.6760 Hectare from Smt. Saraswati vide registered sale deed dated 20.02.2010 registered in the Office of Sub-Registrar-II, Lucknow vide Bahi No. 1, Zild 9424 at Pages 321/352 Serial No. 2276 on 20.02.2010;

WHEREAS, Late Ketki Ranjan Prasad Verma, son of Late Basant Prasad purchased part of Khasra No. 173, situated at

For Omega Developer And Builders


Ashish
Partner


Kanuna



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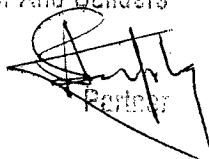
Village Uttardhauna, Pargana, Tehsil and District Lucknow, measuring 0.253 Hectare from (1) Smt. Kaneez Fatima, Wife of Mr. Rasheed Ahmad and (2) Ashiya Bano, daughter of Mr. Rasheed Ahmad vide registered sale deed dated 04.01.2000 registered in the Office of Sub-Registrar-II, Lucknow vide Book. No. 1, Khand 2882 at Pages 169/186 Serial No. 112 on 07.01.2000. After demise of Shri Ketki Ranjan Prasad Verma, the above land, according to his will, was transferred to his legal heir Smt. Urmila Devi Verma and the above changes have been entered in revenue records.

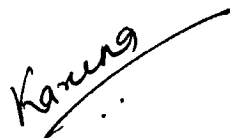
AND WHEREAS, Mr. Ashish Gupta, son of Hari Prasad Gupta, purchased part of Khasra No. 173, situated at Village Uttardhauna, Pargana, Tehsil and District Lucknow, measuring 0.1265 Hectare from (1) Smt. Kaneez Fatima, Wife of Mr. Rasheed Ahmad and (2) Ashiya Bano, daughter of Mr. Rasheed Ahmad vide registered sale deed dated 05.01.2000 registered in the Office of Sub-Registrar-II, Lucknow vide Book. No. 1, Khand 2882 at Pages 187/198 Serial No. 113 on 07.01.2000;

AND WHEREAS, Mr. Akhilesh Gupta, son of Hari Prasad Gupta, purchased part of Khasra No. 173, situated at Village Uttardhauna, Pargana, Tehsil and District Lucknow, measuring 0.1265 Hectare from (1) Smt. Kaneez Fatima, Wife of Mr. Rasheed Ahmad and (2) Ashiya Bano, daughter of Mr. Rasheed Ahmad vide registered sale deed dated 05.01.2000 registered in the Office of Sub-Registrar-II, Lucknow vide Book. No. 1, Khand 2882 at Pages 199/210 Serial No. 114 on 07.01.2000;

AND WHEREAS, Mr. Ashish Gupta, son of Hari Prasad Gupta, purchased part of Khasra No. 174, at Village Uttardhauna, Pargana, Tehsil and District Lucknow, measuring 0.253 Hectare from Sri Mahadev, son of Sri Santu vide registered sale deed dated 10.11.2008 registered in Book. No. 1 Volume 8013 pages 77/112 at No. 12366 on 10.11.2008 in the office of Sub-Registrar - II, Lucknow;

For Omega Developer And Builders


Partner





request - 98

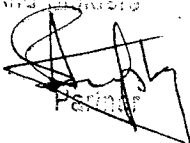
AND WHEREAS, said Sri Ashish Gupta, Sri. Akhilesh Kumar Gupta, Smt. Kanti Gupta and Smt Urmila Devi Verma willingly agreed to transfer/dissolve the above land holdings as stock in trade of the business carried on by them under name and style of the partnership firm M/s Omega Developer and Builders in which they are partners and whereas in addition to above, partner Ashish Gupta is also General Power of Attorney holder of Shri Akhilesh Kumar Gupta and Smt. Kanti Gupta through a registered power of attorney dated 02.01.2012, which is registered in the office of Sub-registrar II, Lucknow, at Bahi No. 4, Zild No. 796 at pages 157/172 at serial no. 1 dated 02.01.2012, and General Power of Attorney holder of Smt. Urmila Devi wife of late K.R.P. Verma, through a registered general power of attorney dated 19.04.2011 which is registered in the office of Sub-registrar II, Lucknow, at Bahi No. 4, Zild No. 334 at pages 223/234 at serial no. 226 dated 19.04.2011 and the above 2 power of attorneys are still effective and not revoked till date.

AND WHEREAS, in the manner stated above M/s Omega Developer and Builders is the owner of the plot situated at village Uttardhauna, District and Tehsil Lucknow, bearing part of Khasra No. 171, 172, 173 and 174 and have authorized Shri Ashish Gupta (Power of Attorney holder of rest of the partners) who is also a partner of the said firm and developed 6 Multistoried residential towers named "**ORCHID HEIGHTS APARTMENTS**", each having Stilt + 13 floors and 74 flats in each tower, in respect of piece and parcel of land situated at Khasra No. 171, 172, 173 and 174, Village Uttardhauna, District and Tehsil Lucknow.

AND WHEREAS, the Seller has constructed the multistoried building on the said plot after receiving due sanction by Zila Panchayat, Lucknow, and as recorded vide Permit No. 38 dated 18.08.2012.

AND WHEREAS, the purchaser has duly scrutinized and inspected the title, rights, interest, encumbrances and right to construct the multi storeyed complex on the said property in the

For Omega Developer And Builders



township "GREEN PARK" at village Uttardhauna, District and Tehsil Lucknow and has fully satisfied himself in respect to the property being conveyed in pursuance of the present sale deed.

AND WHEREAS the seller has further assured the purchaser that the said land on which the said property is constructed or part thereof is free from all encumbrances, viz, sale, gift, mortgage, charges and liens whatsoever and is not subject matter of any acquisition or requisition nor is in know of any acquisition or requisition proceedings, if any, in respect of the said land on which above said residential complex is constructed.

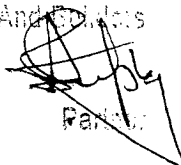
AND WHEREAS the purchaser being desirous of purchasing the said property, offered a sum of **Rs. 36,31,875/- (Rupees Thirty Six Lakhs Thirty One Thousand Eight Hundred Seventy Five Only)** half of which comes to **Rs.18,15,937/50 (Rupees Eighteen Lakhs Fifteen Thousand Nine Hundred Thirty Seven and Paise Fifty Only)** as sale consideration for the said property to the Seller, which offer has been accepted by the Seller in sound disposition of mind without any pressure, compulsion, undue influence and coercion.

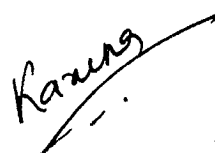
AND WHEREAS the Seller has received the said consideration amount of **Rs. 36,31,875/- (Rupees Thirty Six Lakhs Thirty One Thousand Eight Hundred Seventy Five Only)** from the purchaser in the manner detailed in schedule of payment at the foot of this deed.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :

- 1- THAT the Seller does hereby sell, transfer, convey and assign all its rights, title and interest in the said property constituting said **Flat No. 104 on First Floor in Tower No. 4, measuring super area 1625 (Sixteen Hundred Twenty Five) Square feet i.e. 151.022 (One Hundred Fifty One Point Zero Two Two) Square meters, in "Orchid Heights" apartments project built over Part of Khasra No. 171, 172, 173 and 174, situated at Village**

For Omega Developer Andhra Pradesh


Seller


Purchaser

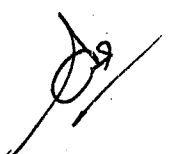



YEQUEST-98

Uttardhauna, Pargana, Tehsil and District Lucknow, in favour of the Purchaser herein for the total consideration of **Rs. 36,31,875/- (Rupees Thirty Six Lakhs Thirty One Thousand Eight Hundred Seventy Five Only)** excluding service tax and purchasers have a right TO HOLD THE SAME unto their use absolutely and forever.

- 2- THAT the seller does hereby further declare that the title of the said property is clear and marketable and that seller has not created any lien or charges in respect of the said flat as to disentitle and disqualify them from entering into this sale deed.
- 3- THAT the actual, vacant and peaceful physical possession of the said Flat hereby transferred has been delivered by the Seller to the purchasers on the execution of this sale deed.
- 4- THAT the seller hereby declare that after completion of sale, the seller will have no right, title and interest or claim in the said flat and the purchasers will be entitled to hold, possess and enjoy the said property without interruption by the seller or their heirs, executors or any other person or proceedings arising against the seller in respect of the said property to the purchaser and the purchaser will also be entitled to get his name mutated in the Nagar Nigam records or elsewhere in place of the Owner's name as absolute owners.
- 5- THAT the seller has paid or is liable to pay all the taxes to the Jal Sansthan, LESA, such as Water Tax, Electricity Charges or any dues and tax liability to any Competent Authority in respect of the said property due up to the handing over the possession of the said property to the purchasers and after the handing over the possession of the said property, it shall be the responsibility of the purchasers to pay the taxes/dues arisen thereafter.

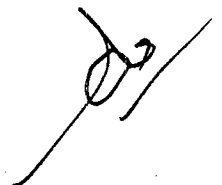
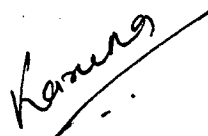
Sd/-



request - 98

- 6- THAT Fire Safety Measures are to be provided as per existing Fire Safety Code/Regulations. If due to subsequent Legislation/Government Orders or directives or guidelines or if deemed necessary by the Owner/Builder, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable, on demand, by the Purchaser.
- 7- THAT the Purchaser has examined the nature of construction and the material used for construction, the facilities available and is fully satisfied with it. The purchaser hereinafter shall not be entitled to raise any sort of dispute or claims regarding quality of construction/workmanship or anything or matter relating to or incidental to the construction etc of the said flat.
- 8- THAT the Purchaser will abide by all laws, bye-laws, rules and regulation of the govt/local bodies/ maintenance agency/society and/or any other authorities and shall attend answer and be responsible for all deviation failure or breach of any condition of bye law or laws or rules and regulations and keep the Owner/Builder indemnified, secure and harmless against all costs consequences and damages arising due to breach and / or non-compliance of the said bye-laws/regulation by the Purchaser.
- 9- THAT the upkeep and maintenance of the said flat shall be arranged by the Purchaser. The Purchaser shall pay the monthly charges as may be fixed from time to time by the Society/Resident Welfare Association or its nominee and shall deposit with the society one time interest free security deposit. The Purchaser agrees/binds himself/herself/themselves to become member of society/association.

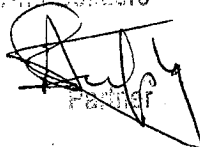
For Omega Developer And Builders

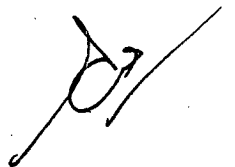

Partner

request-98

- 10- THAT Purchaser is also liable to pay monthly Maintenance charges plus Service Tax (in addition to the Interest Free Maintenance Security Deposit) to the Builder or its nominated/authorized Maintenance Agency for the maintenance common areas and common facilities within the Orchid Heights Complex and Omega Green Park Township. Purchaser assures agrees that, as and when required, the Purchaser he/she/they shall sign the Maintenance Agreement with M/s Omega Developer and Builders or its nominated/authorized Maintenance Agency.
- 11- THAT the Purchaser also agrees to be bound by all the rules and regulation that are applicable and those that may be made applicable by the Owner/Maintenance agency/society for the maintenance of the said flat.
- 12- THAT the Owner and Builder shall at the cost of the Purchaser or any person on their behalf requiring the same, execute any such deed and do every such assurance or thing or act as may be necessary for further and more perfectly assuring the title and possession etc. of the said flat hereby sold to the Purchaser as may be legally be required.
- 13- THAT the purchasers shall always keep and maintain the wall, floor and ceiling of the said property keeping them in throughout good repairs and never to do or cause to be done any such act or deed which are dangerous to other floors.
- 14- THAT the Purchaser will have to ensure that all the common facilities are kept upon for use and they will not encroach upon these facilities and they will not damage or demolish the said property, peripheries and load bearing walls, partition walls, common walls which are common.

For Omega Developer and Builders



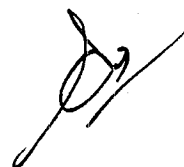
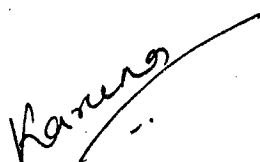
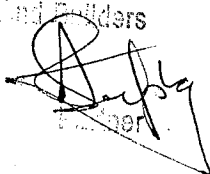


request-98

with other parts and built-up area, floors, ceilings, sewer, drains, pipes and appurtenances hereto in any manner.

- 15- THAT to save and except in respect of the particular Flat hereby agreed to be acquired by the purchasers, the purchasers shall have no claim, right or interest of any nature of kind, over or in respect of all or any open space, lobbies, staircase.
- 16- THAT the payment of Electricity bills shall be made by the purchasers of their Flat hereby transferred to the department concern personally and seller will not be responsible in any manner whatsoever.
- 17- THAT if any major city level infrastructure charges (such as embankment, ring road, flyover, metro etc. is provided by the LDA, Lucknow, U.P. State Electricity Board or any other authority(ies) of the Central Government/State Government during the project period, consequent to which the proposed township will be directly or indirectly benefitted), they are levied on the Owner/Builder, Purchaser shall pay proportionate charges of such infrastructure on pro-rata basis to the Owner/Builder, as and when demanded by the Owner/Builder. That in case of any charges levied by LDA in the above project, the proportionate charges in respect thereof shall be payable, on demand by Seller, by the Purchaser.
- 18- THAT all the dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoing if any, shall be paid and borne by the Owner/Builder upto the date of allotment of the flat and thereafter the same shall be paid and borne by the Purchaser.

For Omega Developer and Builders



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- 19- THAT the purchasers shall keep the said flat as well as Parking space for use in good, neat and clean condition and will neither keep nor permit to be kept in the said property any material dangerous, hazardous or of explosive nature.
- 20- THAT the said flat hereby transferred be used for Residential purpose only and the purchasers shall not use the said flat for any purpose which may likely to cause nuisance or any annoyance to inhabitants of the other Flats nor for any illegal or immoral purposes.
- 21- THAT the house tax will be payable by the purchaser to the Municipal Corporation with effect from the date on which the building became ready for occupation and also handed over to the purchasers, However, if assessment of house tax is not made separately and consolidated amount is demanded by the Municipal Authority, then in that event, purchasers will pay the proportionate share to the seller.
- 22- THAT if at any time due to act of God or due to natural calamity or otherwise the building becomes unstable due to irreparable damage or crumbling of the whole building, then in that case, the owners of the different parts of the building shall be entitled to erect/construct their respective Portions/Flats/Flats (as the case may be) over the same floor and over the same area as it was previously in existence the cost and expenses shall be borne and paid by the respective owners of the flat.
- 23- THAT the rights of the super structure forming the said property hereby transferred along with its impart able interest in the land and common services/ facilities shall be un-severable of interest of the owner and occupants of the other flats and shall not be subject to partition and/or subdivision in any manner whatsoever at any stage by the

For Omega Builders


Partner

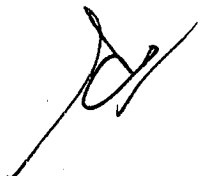
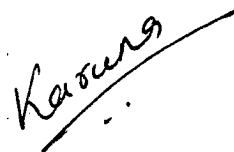
request-98

Purchaser or any person through or under him. It shall, however be transferred only as an interest incidental to the said property being transferred hereby and subject to the terms and conditions laid down by the Owner/Builder/maintenance agency to run and maintain the common facilities/services/ area in the said township. The terms and conditions shall mutatis mutandis be applicable upon subsequent transferees.

- 24- THAT the purchasers shall not at any time dig, demolish or cause to be dug or demolish any part of the said building or the land of the said plot including boundary wall.
- 25- THAT the purchasers individually are not permitted to make any alteration in the elevation of the building at any time.
- 26- THAT the purchasers undertake and agree not to chisel, chip or in any manner cause damage to any of the structural materials, pipes, ducts, electric wires and other fittings passing or contained in their Residential block or in any other part of the said complex.
- 27- THAT the purchasers shall have full rights to sell, assign, mortgage or transfer the said property in whatever manner to any other person.
- 28- THAT in case of Re-sale of the Flat by the purchasers, the transferees shall always be bound by the terms and conditions contained herein.
- 29- THAT the purchasers shall not be entitled to affix any board advertisement/hoarding or any such other things on the place allotted to them in the said building.

For Omega Builders


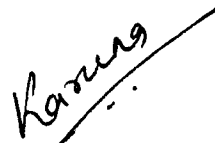
Omega Builders


Partner

request - 98

- 30- THAT the purchasers shall not throw or accumulate any dirt, filth, rubbish, garbage, rags or other roughage or permit the same to be thrown or accumulate in any portion of the building.
- 31- THAT the purchasers shall not do or cause to be done anything in or about their property, which may tend to damage or in any manner interfere with the use of any other Flat/floor, ceiling or walls adjacent to his property or any passage or amenities available for common use and the purchaser shall not have the roof right.
- 32- THAT the above named property is situated at 250 meters away from Faizabad Road/Service Road and the same is not situated on any prescribed road as mentioned in 'Segment'.
- 33- That the name of the entire buildings is "ORCHID HEIGHTS APARTMENTS" and the occupiers of the other Flats shall not be entitled to change the name of the Buildings under any circumstances.
- 34- THAT the responsibility and liabilities of the payment of stamp duty, registration charges etc., are always on the Purchasers and Purchasers shall bear the stamp duty and registration charges for execution and registration of this deed of sale.
- 35- THAT from this day, the Purchasers shall have all right, title and interest in the said property which the Seller had the same.
- 36- THAT the total BUILT-UP area of the Flat hereby sold is 125.852 square meters, which is situated at Village Uttardhauna, Pargana, Tehsil and District Lucknow. The

For Omega Builders


Partner

request - 98

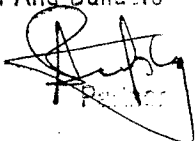
building in which the said flat is situated is a thirteen storied building which is purely residential in nature. The circle rate of the land for the said area as fixed by District Magistrate, Lucknow, is Rs. 8,000/- per sq. meter. The proportionate land of the said flat is 42.836 sq. meter. The cost of the proportionate land comes to Rs. 8000/- x 42.836 sq. meter = Rs. 3,42,688/- only. The said construction is a High Class Construction as per map attached in this deed, hence the cost of the construction is calculated @ Rs. 22,000/- per sq. meter and hence the cost of the constructions comes to Rs. 22,000/- x 125.852 sq. meter = Rs. 27,68,744/- only. The total cost of the Flat hereby comes to Rs. 31,11,432/- only, which is less than the sale consideration amount of Rs. 36,31,875/-. Both the purchasers will be the equal share holder of the flat purchased by them, and purchaser No. 1 is a lady hence as per G.O. 6% stamp duty paid on Rs. 10,00,000/- and remaining amount 7% stamp duty paid, hence the stamp duty of Rs. 2,44,250/- is being paid by the purchaser through E-stamp Certificate No. IN-UP05267073654301Q, dated 6th November 2018, with this deed on Sale Consideration Amount as per G.O. No. S.V.K.N.- 5-2756/11-2008-500 (165)/2007, dated 30.06.2008 issued by Sansthaagar Vitt Kar Evam Nibandhan Anubhag-5.

In the aforementioned residential building, there is no wooden flooring, Modular Kitchen, Jacuzzi, Wooden wardrobe, in the building and no commercial activities in the said Apartment but the facilities i.e. Club, Swimming pool, Community hall are provided in the said Apartment.

SCHEDULE OF THE PROPERTY

Flat No. 104 on First Floor of Tower No. 4, measuring super area 1625 (Sixteen Hundred Twenty Five) Square feet i.e. 151.022 (One Hundred Fifty One Point Zero Two Two) Square meter, in "Orchid Heights" apartments project built over Part of Khasra No. 171, 172,

For Omega Engineer And Builders



Karuna



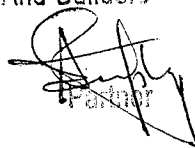
173 and 174, Situated at Village Uttardhauna, Pargana, Tehsil and District Lucknow, and bounded as under:-

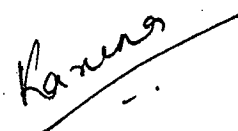
EAST : Corridor of 1st floor of Tower No. 4
WEST : Open to sky and facing Tower No. 3 building
NORTH : Flat No. T-4-105
SOUTH : Flat No. T-4-103

SCHEDULE OF PAYMENT

1. Received Rs. 78,821/- (Rupees Seventy Eight Thousand Eight Hundred Twenty One Only) through Cheque No. 760802 dated 29.09.2012 payable at State Bank of India.
2. Received Rs. 2,44,922/- (Rupees Two Lakhs Forty Four Thousand Nine Hundred Twenty Two Only) through Cheque No. 760807 dated 10.12.2012 payable at State Bank of India.
3. Received Rs. 2,22,460/- (Rupees Two Lakhs Twenty Two Thousand Four Hundred Sixty Only) through Cheque No. 760806 dated 14.03.2013 payable at State Bank of India.
4. Received Rs. 2,22,462/- (Rupees Two Lakhs Twenty Two Thousand Four Hundred Sixty Two Only) through Cheque No. 760808 dated 24.08.2013 payable at State Bank of India.
5. Received Rs. 10,00,000/- (Rupees Ten Lakhs Only) through RTGS No. SBIN-114339105483 dated 05.12.2014.
6. Received Rs. 5,00,000/- (Rupees Five Lakhs Only) through RTGS No. SBIN-615055469248 dated 25.02.2015.

For Omega Developers And Builders


Partner





request-98

7. Received Rs. 7,00,000/- (Rupees Seven Lakhs Only) through RTGS No. SBIN-415149267325 dated 29.05.2015.
8. Received Rs. 6,00,000/- (Rupees Six Lakhs Only) through RTGS No. SBIN-117159838914 dated 08.06.2017.
9. Received Rs. 63,210/- (Rupees Sixty Three Thousand Two Hundred Ten Only) through NEFT No. SBIN-318050795460 dated 19.02.2018.

IN WITNESS WHEREOF the Seller and Purchaser have put their signature and executed this deed of sale in their sound disposition of mind without any coercion undue influence or pressure from anybody whomsoever on this 06th day of November, 2018 at Lucknow in the presence of the following witnesses.

WITNESSES :



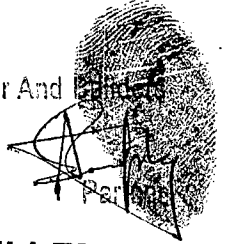
1. राजेश पाते त्रिपाठी
Mr. Rajesh Pati Tripathi
S/o Mr. B. P. Tripathi
R/o 4/4, Butler Palace
Jopling Road, Lucknow.



2. *Nikhar Soni*
Mr. Nikhar Soni
S/o Mr. Hari Nam Singh
R/o A-48, Nehru Vihar
Kalyanpur, Vikas Nagar,
Lucknow.

Typed By : *J. A. Siddiqi*
(J. A. Siddiqi)
Abbasi Complex,
Lucknow

For Omega Developer And



SELLER
PAN: AACFO-7223-P

Karung
PURCHASER
PAN: ADVPT-0492-M

PAN: ACZPT-1923-A

Drafted By :-
Mohammad Adnan
(Mohammad Adnan)
Advocate
Civil Court, Lucknow

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

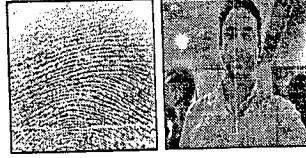
विक्रेता: 1

श्री मे० ओमेगा डेवलपर एंड बिल्डर्स दुवारा पार्टनर आशीष गुप्ता, पुत्र
श्री हरी प्रसाद गुप्ता

निवासी: 4/169, विशाल खण्ड गोमती नगर, लखनऊ

व्यवसाय: व्यापार

क्रेता: 1

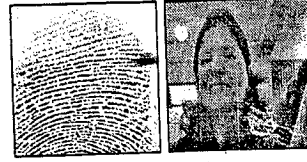


श्रीमती करुणा तिवारी, पुत्री श्री महेंद्र नाथ तिवारी

निवासी: टाइप IV/4, बटलर प्लेस कालोनी, लखनऊ

व्यवसाय: गृहिणी

क्रेता: 2



श्री तेज प्रताप तिवारी, पुत्र श्री अवध नाथ तिवारी

निवासी: टाइप IV/4, बटलर प्लेस कालोनी, लखनऊ

व्यवसाय: नौकरी

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1



श्री राजेश पति त्रिपाठी, पुत्र श्री बी० पी० त्रिपाठी

निवासी: VI/4, बटलर प्लेस, जोप्लिंग रोड, लखनऊ

व्यवसाय: नौकरी

पहचानकर्ता : 2



श्री निखार सोनी, पुत्र श्री हरि नाम सिंह

निवासी: ए-48, नेहरु विहार, कल्यानपुर, विकास नगर, लखनऊ

व्यवसाय: नौकरी

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।

टिप्पणी :



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कंचन मिश्रा

उप निबंधक : सदर द्वितीय

लखनऊ

रूपम श्रीवास्तव -
कनिष्ठ सहायक (निबंधन) - नियमित

पिट करे

PROJECT:

PROPOSED GROUP HOUSING, ORCHARD HEIGHTS
1 TO VI FOR OMEGA DEVELOPER AND BUILDERS
AT KHASRA NUMBER 171, 172 & 173 VILLAGE
UTTAR DHAUNA, DISTRICT AND TEHSIL
LUCKNOW.

CLIENT:

OMEGA DEVELOPER
AND BUILDERS

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12/04/21-38

PROPOSAL DRAWING

TYPICAL FLOOR PLAN

(#6 TO 11th FLOOR)

REFERENCE NO. G-108

SHEET NO.: 3

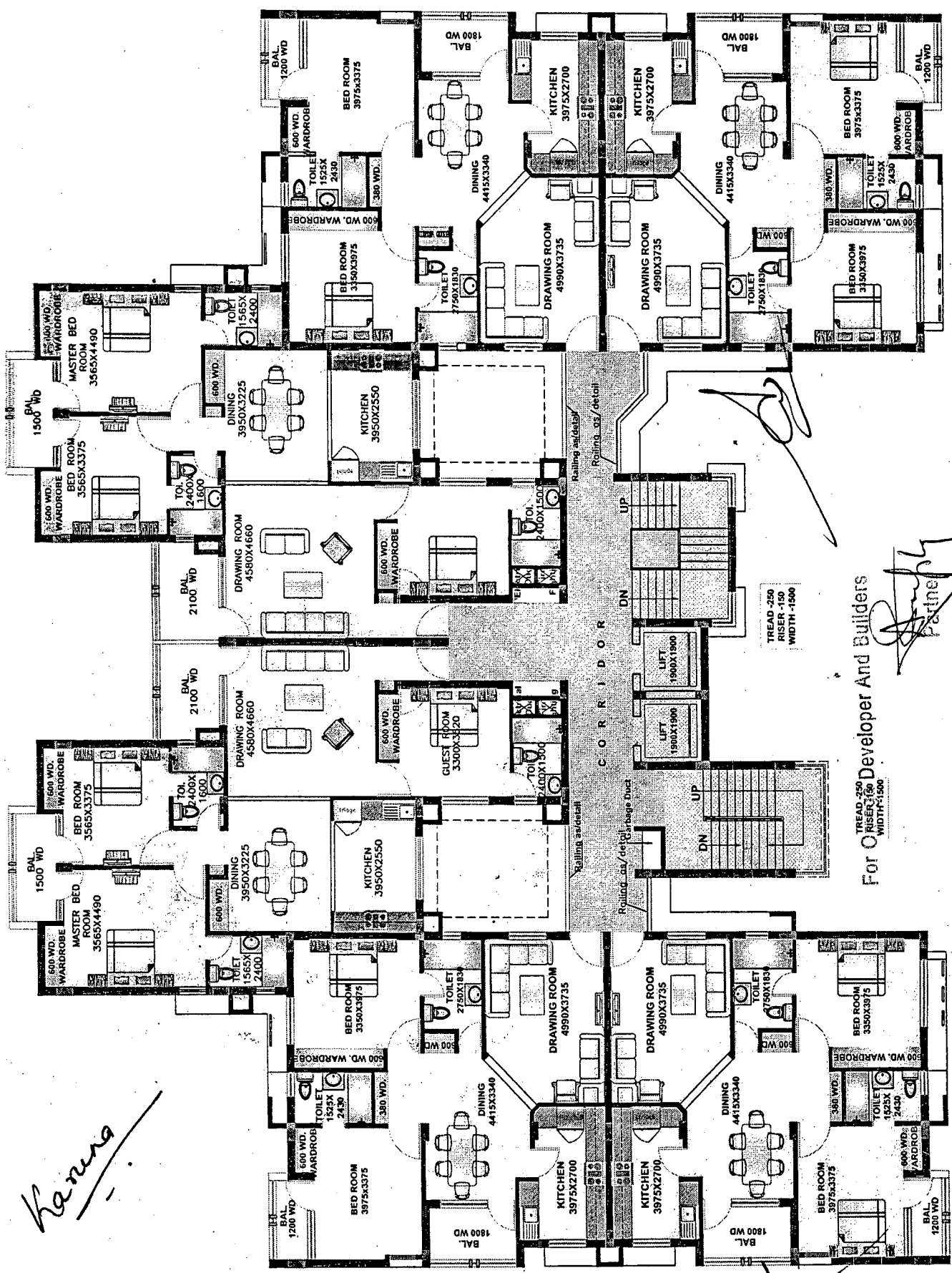
SCALE: NTS

DATE: JULY, 12

NORTH

ARCHITECT
KANSAL ENGINEERING & ARCHITECTS
17/173, VILLAGE KHASRA NO. 171, 172 & 173, UTTAR DHAUNA, DISTRICT AND TEHSIL, LUCKNOW.

m u r a l a g e



Kansal

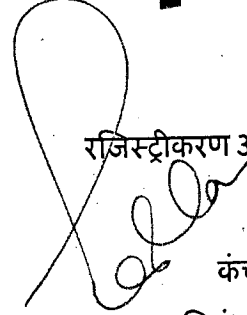
For Omega Developer And Builders

[Signature]

TREAD-250
RISER-150
WIDTH-1500

बही संख्या 1 जिल्द संख्या 21674 के पृष्ठ 221 से 256 तक क्रमांक 17205 पर
दिनांक 06/11/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



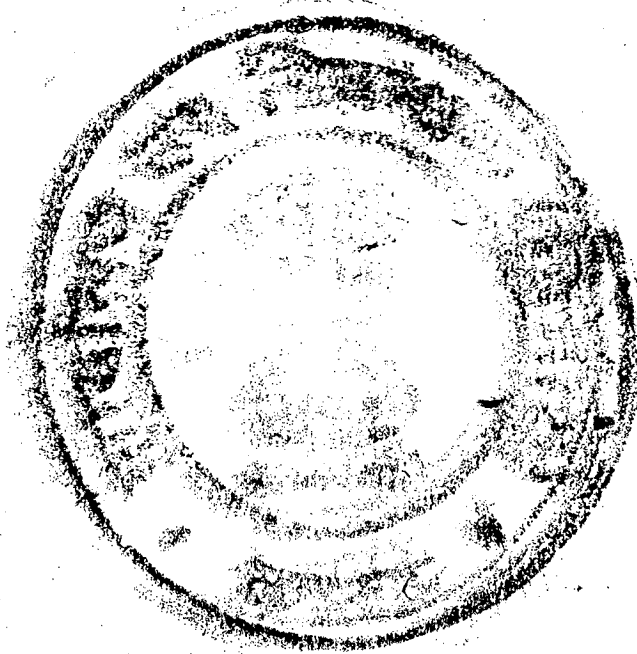
कंचन मिश्रा

उप निबंधक : सदर द्वितीय

लखनऊ

06/11/2018

पिट करे





भारतीय स्टेट बैंक
State Bank of India

request-98
RagharNagar, Deoria

Tel:

I.P. No.:

Fax:

E-mail:

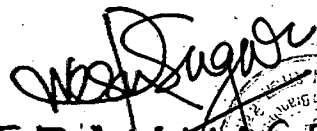
Date: 24/12/2018

Ref. No.:

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that Mrs Karuna
Tewari & Shri Tej Pratap Tewari has
taken Housing Loans;

- i) 34414948545 :- Rs. 29,95,000/-
outstanding Rs 22,30,425/-
- ii) 37521702277 Rs 5,00,000/-
Outstanding Rs 2,97,942/-


CHIEF MANAGER
