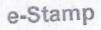
£ 1169/20 INDIA NON JUDICIAL

Government of Uttar Pradesh





14-Oct-2020 03:17 PM

NONACC (BK)/ upucobk02/ GOMTI NAGAI

SUBIN-UPUPUCOBK0213957446427894S

PRASHANT BILGAIYAN AND ALKA BILGAIYAN

Article 23 Conveyance

SU/3026/B-3, SECTOR-1, GOMTI NAGAR EXTENSION, LUCKNOW

PRABHARI ADHIKARI SAMPATTI LDA LUCKNOW

PRASHANT BILGAIYAN AND ALKA BILGAIYAN

PRASHANT BILGAIYAN AND ALKA BILGAIYAN

(Five Lakh Ninety Six Thousand Five Hundred only)

Certificate No. Certificate Issued Date Account Reference

सत्यमेव जयते

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.)

29228





.Please write or type below this line.

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SALE DEED

I, Dharmendra Kumar Singh as Prabhari Adhikari (Sampatti), Lucknow Development Authority, Lucknow for and on behalf of the seller/L.D.A. and Sri PRASHANT BILGAIYAN aged about 40 years S/O Sri SURESH KUMAR BILGAIYAN and Smt. ALKA BILGAIYAN aged about 40 years W/O Sri PRASHANT BILGAIYAN resident of-9/3, Dalibagh Colony, Lucknow (UP) as purchaser, both have executed the present sale deed in respect of Flat No.SU/3026/B-3, Block-B-3 Type-B, Flat of Three Bed Room, bearing super area of 151.44 Sq. Mt. of which built-up area is 133.17 Sq. Mt. located in Saryu Apartments, situated at Sector-1, Gomti Nagar Extension, Lucknow with open parking no.GS-246 & covered parking no.B-437 situated at Saryu Apartments Sector-1, Gomti Nagar Extension, Lucknow. In total sale consideration amount of Rs.85,14,111/- which includes the amount paid towards 12% freehold charges in respect of undivided proportionate share of land, vested into the demised flat, on the terms and conditions as specifically mentioned in the printed deed attached here to with plan, which forms part of this

प्रभारत आक्रकारी समानि अखनक विकास आंध्रकरण अखनक विकास आंध्रकरण Deed. This sale deed is executed subject to the condition that if at any stage, it is established that the cost of consideration or interest was not actually fully paid as was apparent from the deposit receipts, in such circumstances the purchaser shall be responsible to pay the deficit amount (including interest etc.) to Lucknow Development Authority, Lucknow. According to the G.O. No. 645/9-AA-2-2001 dated 08.03.2001 the name of husband/wife has been included. Since the total sale consideration amount of the demised flat is Rs.85,14,111/- as such stamp duty worth Rs.5,96,500/has been paid herewith by the purchaser according to the G. O. No. Ka.Ni.-7-440/11-2015-700(111)/13 Lucknow Dated 30.03.2015. Possession of the demised flat will be given after it's registry.

Description of property here by sold through this document.

Type of property Three Bed Room, Type-B

Flat No.

SU/3026/B-3/Block-B-3

Super Area

151.44 Sq. Mt.

Built-up Area 133.17 Sq. Mt.

Name of Apartment-Block-B-3, Saryu Apartment, Sector-1, Gomti Nagar Extension, Lucknow

Cont......4

Boundaries where of are as under in Saryu Apartment:-

ADJOINING: SU/3025/B-3/Type-A(3BHK)

ON TOP: SU/3036/B-3/Type-B(3BHK)

AT BOTTOM: SU/3016/B-3/Type-B(3BHK)

Name: -Anwar Abbas

Age:-59 Years

Father's Name: -Late Abbas Husain (Seller)

Seller/L.D.A.

Occupation:-Service

Address :-L.D.A.

2-Witness Juvel

Name: - Vivde Torpothi

Age:- 4/

Father's Name: - Awad best Prased Topota

Occupation: Service.

Address: 4/63 R

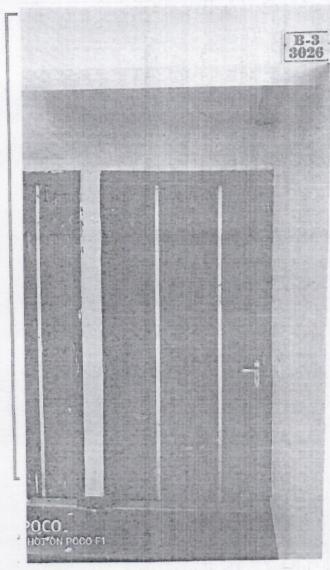
Purchaser

Vincet Khand, Gombi Nagar Pan No: AWDPB2695R

Lucknow

stt./Deed Preparer

आवंटी का नाम-Sri Prashant Bilgaiyan & Smt. Alka Bilgaiyan फ्लैट संख्या—SU/3026/B-3, 3BHK योजना का नाम-सरयू अपार्टमेंट, सेक्टर-1, गो0न0वि0यो0



लखनऊ विकास प्राधिकरण, लखनऊ।

(क्रेता) अध्य

LUCKNOW DEVELOPMENT AUTHORITY

OTTED TO SRI/SMT.

. SU/3026/B-3 TYPE-B(3BHK)

BUILT UP AREA

LAT /HOUSE NO.

. 133.17 SQMT

SUPER AREA

: 151.44 SQMT

PROPORTIONAL LAND AREA: 47.61 SQMT

BOUNDARY:

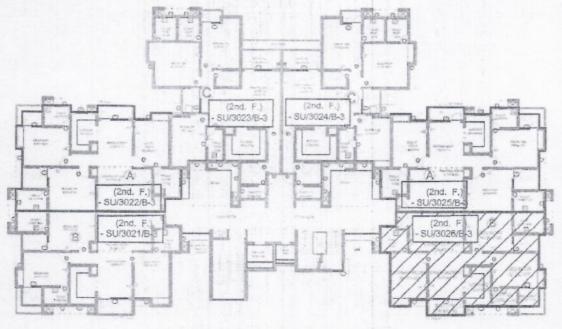
ADJOINING: SU/3025/B-3 TYPE-A(3BHK)

ON TOP

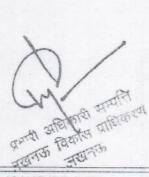
. SU/3036/B-3 TYPE-B(3BHK)

AT BOTTOM: SU/3016/B-3 TYPE-B(3BHK)

SARYU APARTMENTS GOMTI VISTAR YOJNA SECTOR 1 LUCKNOW



BUILDING PLAN







FILE NO:- 1841/C.T.P /2020

THIS DWG IS THE PART OF APPROVED BY TECHNICAL MITTING DATE 24.02.2015 SCHEME GOMTI NAGAR VISTAR SECTOR-1

THIS SITE PLAN IS PREPARED ON THE BASIS OF REPORT AREA GIVEN BY E.E ZONE -1 AFTER VERIFICATION ON DATED 22.09.2017 DATE:-04-06-2020

NORTH >

SUKHBIR SINGH D.MAN Cita

RITA RAWAT A.P.A

1 2 12 2 M



LUCKNOW DEVELOPMENT AUTHORITY

Ward : Rafi Ahmad Kidwai Nagar

Consideration amount : Rs. 85,14,111.00

Stamp Paid : Rs. 5,96,500.00

V-code

SUMMARY OF SALE DEED

1. Type of Land : Group Housing

2. Ward/Pargana : Rafi Ahmad Kidwai Nagar

3. Mohalla/Village : Saryu Apartment, Sector-1

Gomti Nagar Extension, Lucknow

4. Details of Property : Flat No.SU/3026/B-3/3BHK

5. Unit of Measurement in : Sq. meter

6. Built-up area of demised Flat: 133.17 sq. meter

7. Super area of demised Flat : 151.44 sq. meter

8. Proportionate share of : 47.61 sq. meter

Un-divided land

9. Type of Property : Residential Flat

10. Total area of Property : 151.44 sq. meter

(in case of multistoried building)

11. Total covered area : 133.17 sq. meter

12. Status -Finished/Semi Finished: Finished

Frank 12021

BOUNDARIES of the Demised Flat No. : SU/3026/B-3/3BHK

On Top : SU/3036/B-3/Type-B(3BHK)
At Bottom : SU/3016/B-3/Type-B(3BHK)
Adjoining : SU/3025/B-3/Type-A(3BHK)

Number of First Party (1) Details of the Seller

LUCKNOW DEVELOPMENT AUTHORITY, through Prabhari Adhikari Sampatti, Vipin Khand, Gomti Nagar, Lucknow.

Number of Second Party (2) Details of the Purchaser/s

 Name: Sri PRASHANT BILGAIYAN
 Father/Husband: Sri SURESH KUMAR BILGAIYAN
 Address: 9/3, Dalibagh Colony, Lucknow (UP)

PAN No. AWDPB2695R

Name: Smt. ALKA BILGAIYAN
 Father/Husband: Sri PRASHANT BILGAIYAN
 Address: 9/3, Dalibagh Colony, Lucknow (UP)

PAN No.

SALE - DEED

THIS **SALE DEED** entered between **LUCKNOW DEVELOPMENT AUTHORITY** a body Corporate constituted U/s 4 of the U.P. Urban Planning & Development Act, 1973, having its head office at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow, represented through its Prabhari Adhikari Sampatti (hereinafter referred to as the "Lucknow Development Authority/Seller", which expression unless repugnant to the context shall always mean and include the Seller/L.D.A. itself, its executors, administrators, legal representatives and assigns) on the **ONE PART.**

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্ত পুৰ্য কৰা কৰেও বিৰুদ্ধ স্থাবিক্ষণ আনহাতিকৰা কৰাও বিৰুদ্ধ স্থাবিক্ষণ

AND

- Sri PRASHANT BILGAIYAN aged about 40 years, Son of/Daughter of/wife of Sri SURESH KUMAR BILGAIYAN and
- (2) Smt. ALKA BILGAIYAN aged about 40 years, Son of/Daughter of/wife of Sri PRASHANT BILGAIYAN Both resident of Address: 9/3, Dalibagh Colony, Lucknow (UP) (hereinafter referred to as "PURCHASER/s" which expression unless repugnant to the context shall always mean and include the Purchaser him/her/themselves, his/her/their heirs, successors, legal representatives and assigns) on the OTHER PART.

WHEREAS the Seller Lucknow Development Authority has acquired the land under Gomti Nagar Extension Scheme in the interest of public at large, under the provisions of Land Acquisition Act, 1894 and amongst other has developed the Gomti Nagar Extension Scheme, and as such, the seller is the lawful and bonafide owner and possession holder of the land in question, which is free from all encumbrances.

AND WHEREAS, to feed up the growing need of the public for residential purposes, the seller has launched the Scheme named "Saryu Apartment", Sector-1, Gomti Nagar Extension, Lucknow for construction of Multi-storeyed Residential Apartments of different categories, which has been got constructed by the Seller through reputed Builder.

and whereas upon the application moved by the purchaser, one residential flat in Gomti Nagar Extension Scheme, Sector-1, Lucknow, was allotted by the Seller to the Purchaser, full description whereof has been detailed in "Schedule of Property" given at the foot of this deed.

and whereas the purchaser has paid the required amount in respect of property in question to the Seller and has now requested for execution of sale deed.

HENCE THIS SALE DEED WITNESSES AS UNDER

 That in consideration to the covenants given through this deed by the Purchaser including the price of un-divided share of land into the property in his favour with freehold charges, and the cost of structure having paid by the Purchaser as detailed in 'Schedule of Payment' given at the foot of this deed, the Seller has fully assigned, sold, transferred and conveyed the demised flat, including undivided proportionate share

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of land into the property belonging to the aforesaid allotted flat, which description of demised property has been detailed in 'Schedule of Property' given at the foot of this deed, in favour of the Purchaser forever, free from all encumbrances, for residential purposes, to have, hold, use, possess and enjoy the same as absolute owner thereof subject to covenants, terms and conditions of this deed.

- 2. That the possession of demised property has been delivered by the seller to the purchaser through this deed. And the purchaser has acknowledged the same in full and satisfactory condition in every manner.
- That the purchaser shall use the demised property for residential purposes only, and the same shall not be used for any trade, business and commercial purposes, in violation to the residential land use.
- That the terms and conditions of the allotment letter, including the terms as contained in the registration booklet for allotment, shall also be equally applicable.
- 5. That since the demised property is located within Multi-storey Group Housing Residential Apartment, as such the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 shall be fully applicable and the rights and duties of the owners/occupiers of the flats, including the demised property shall always be governed under the aforesaid Act.
- 6. That since the demised property is a Multi-storey Group Housing Residential Apartment, as such each flat owner shall possess the ownership rights pertaining to his own flat, coupled with the duties and obligations to be performed by the apartment owners, as contained in the U.P. Act No. 16 of 2010.
- 7. That the purchaser shall have right to use the common areas and facilities like other occupiers/owners of the flats, but nobody shall have any individual right to make separation of the same. And likewise any obstruction, nuisance, any construction either temporary or permanent nature in the common areas, including staircase and lobby etc., shall be strictly prohibited. In case of violation of the same, the penalty shall be imposed against wrong doer in accordance with discretion of the Vice Chairman, L.D.A. or any other Authority which may be declared as Competent Authority under the rules framed under the law.

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- 8. That all common areas like lobby, staircase, terrace, ground lawn and all other space which is under common use including common amenities like lift, fire equipment, power backup and entire management of common space and common areas, machines, tools, assets which are used and required in maintaining the common area and common space in the constructed block, wherein the demised flat is located, shall be maintained and managed by the Seller for three years from the date of completion of the Multi-storey Group Housing Residential Apartment Building, for which the requisite monthly charges shall be charged separately.
- 9. That a 'Society' shall be formed and constituted out of the Flat Owners of the concerned residential apartment block building and each flat owner shall compulsorily be the member of the aforesaid Welfare Society, which shall be registered according to law and the Committee constituted out of the said Welfare Society, shall have legal right and duty bound to maintain the common areas and common space and common amenities of the concerned residential apartment building, who shall have legal right to take over the maintenance work including the amenities from the Seller, within three year maximum period, as mentioned here in above paragraph.
- 10. That owner/occupier of each flat shall be bound to make payment of maintenance charges on the super area, to the 'Maintaining Agency', per month as may be demanded by L.D.A. However the aforesaid rate shall always be subject to revision from time to time, as may be fixed by the Maintaining Agency in this regard.
- 11. That all dispute pertaining to rights, title and interest including the obligation and duties or any other thing except criminal arising out of or in connection with the present deed, between the Seller and Purchaser shall always be decided by way of arbitration by referring the disputes to the Arbitrator, appointed by the vice chairman Lucknow Development Authority. And the decision given by such Arbitrator shall be final and binding upon both the parties.
- 12. That in any case, it is further clarified that all disputes shall be subject to jurisdiction of the courts situated within the territory of District Lucknow, Uttar Pradesh only.

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14. That the Purchaser shall have legal right to get his name mutated in respect of the demised property/flat apartment, in the records maintained by the Local authority or in the records of any Government Agency, where-so-ever the Purchaser may deem fit and proper to do so

as the case may be.

15. That the purchaser shall neither do, nor cause to be done any such destruction, construction or any other thing, which may cause damage to the roof and floor of the demised flat. Fifty Percent depth of the periphery walls shall belong to the concerned flat owners. But the flat owner shall have no right to cause destruction to the said walls.

16. That the necessary work relating to maintenance, repair and modification or relocation of the common areas and facilities and the making of any addition or improvements thereto, shall be carried out only in accordance with the provisions of the U.P. Act No. 16 of 2010

rules and bye-laws.

17. That the Maintaining Agency/the Association of Apartment Owners shall have the irrevocable right to be exercised by the Board or Manager to have access to each apartment from time to time during reasonable hours for the maintenance, repairs or replacement or any of the common areas or facilities therein, or accessible there from or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to any other apartment or apartments.

18. That each apartment owner shall comply strictly with the bye-laws and with the covenants, conditions and restrictions set forth in the Deed of Apartment and failure to comply with any of them shall be a ground for action to recover sums due for damages or for injunctive relief, or both, by the Manager or Board on behalf of the Association of Apartment Owners or in a proper case, by an aggrieved apartment owner.

19. That no apartment owner shall do any such work, which would be prejudicial to the soundness or safety of the property or reduce the value thereof or impair and easement or heriditament or shall aid any material structure or excavate any additional basement or cellar or alter

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the external façade, without first obtaining the consent of all the apartment owners.

20. That the common areas and facilities shall not be transferred and remain always undivided and no apartment owner or any other person shall bring any action for partition or division of any part thereof, and

any covenant to the contrary shall be void.

21. That each apartment owner may use the common areas and facilities in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other apartment owners. And he shall have no right to cause obstruction of any kind upon the common areas. If the purchaser violates then the obstruction so caused shall be removed and purchaser shall also be liable for fine and any penalty imposed by the Competent Authority.

22. That all expenses pertaining to execution and registration of this deed like payment of stamp duty and other miscellaneous and incidental

charges thereto shall be borne by the purchaser.

23. That vide Government Notification order No. 13/KN-7-440/11-2015-700(111)/13 dated 30 March 2015 issued by Kar Evam Nibandhan Anubhag-7, Uttar Pradesh Shashan, Lucknow, the stamp duty is payable upon the actual consideration amount as the possession of demised property has been given today through this deed.

24. That the total payment made by the purchaser to the seller including interest accrued against him, due to delayed payment, if any, towards consideration amount comes to Rs.85,14,111.00 upon which the stamp duty worth Rs.5,96,500.00 is payable, which stands paid by the

purchaser.

SCHEDULE OF PROPERTY HEREBY SOLD TO THE PURCHASER

In SARYU APARTMENT, Sector-1, Gomti Nagar Extension, Lucknow, Multi Storey Group Housing Residential Apartment, Flat No. SU/3026/B-3, bearing built-up area 133.17 sq. meters and super area whereof is 151.44 sq. meter, including undivided proportionate share of freehold land into the building, which flat has been delineated and marked with Red Colour in the annexed Map Plan which forms part of this deed. Boundaries of which Flat are mentioned below:

BOUNDARIES OF THE DEMISED FLAT:

On Top : SU/3036/B-3/Type-B(3BHK)
At Bottom : SU/3016/B-3/Type-B(3BHK)
Adjoining : SU/3025/B-3/Type-A(3BHK)

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अक्षिक्षण राक्ष्मक विकास प्राचित्रह

Adhikari (Sampatti), Lucknow Development Authority, Lucknow for and on behalf of the Seller/LDA and Sri Prashant Bilgaiyan & Smt. Alka Bilgaiyan as Purchaser in person, both have appended their hands to these presents in presence of the witnesses on the day, month and year mentioned below.

Lucknow Dated:

Witnesses :-

1. Signature servente leil Ne S Name: -Anwar Abbas Tona Raw Ay

Father's Name : Late Abbas Husain

Address :- L.D.A.

2. Signature Tankartu.

Name Nivele Tankartu.

Father's Name Award has broad Taken.

Address. 4/68 th. Vilneet Khand Pi

"Gamti. Hapar, Luchrow"

For and on behalf of the Seller / a D.A.

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Purchaser

PAN No.AWDPB2695R

Prepared By

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