

उत्तर प्रदेश UTTAR PRADESH 01AD 053013 5352 सत्य प्रतिलिपि पढ़ा. सुना. Sub-Registrar-1 Ghaziabad



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Stock Holding Corporation of India Ltd. 118/3, Wodel Jown East, Ghaziabad

## 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-UP02100508892926O

15-Jun-2016 02:58 PM

SHCIL (FI)/ upśncil01/ GHAZIABAD/ UP-GZB

SUBIN-UPUPSHCIL01025081590647660

KAMLESH KUMAR

Article 23 Conveyance

PLOT NO-37 AND 38 PARK TOWN INTEGRATED TOWNSHIP VILL

SHAHPUR BAMHETA GZB

45,00,000

(Forty Five Lakh only)

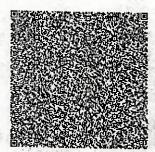
ALLEGIANCE CONBUILD PVT LTD

KAMLESH KUMAR

KAMLESH KUMAR

3.15.000

(Three Lakh FifteenThousand only)



## Verified By

(Chandra Mohan) Registration Clark Sadar-Ist, Ghazlabad

-- Please write or type below this line --

For Allegiance Conbuild Pvt. Ltd.

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Statutory Alert:

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

2. The onus of checking the legitimacy is on the users of the certificate.

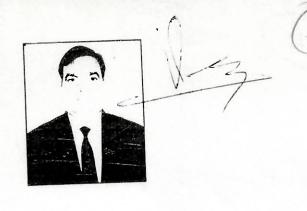
3. In case of any discrepancy please inform the Competent Authority

सत्य प्रतिलिपि









### Brief Details of Sale Deed

1. Type of Property

Residential Plot

2. Project

Park Town Integrated Township

3. Property Details

Plot No. 37 & 38 Situated at

Plot No. GH-1/1, Park Town Integrated Township, Village Shahpur Bamhetta,

Ghaziabad.

4. Area of Property

270.00 Sq. Mtrs. (322.92 Sq.Yards)

5. Circle Rate

14,500/- Per Sq. Mtr.(Plus 7.5% for two

Roads)

6. Nature of Property

Vacant Plot

7. Road Status

30 Meter Wide (Front Side)(North East)

12 Meter Wide (Side Road) (East South)

8. Sale Consideration

Rs. 45,00,000/-

9. Circle Rate Valuation

Rs. 42,09,000/-

10.Stamp Duty

Rs. 3,15,000/-

#### SALE DEED

STAMP DUTY @ 7% AS PER NOTIFICATION ORDER NO. S.V.K.N.-5-2756/11-2008-500(1165)/2007, LUCKNOW DT. 30.06.2008 BY UTTAR PRADESH GOVERNMENT INSTITUTION FINANCE, TAX AND REGISTRATION ANUBHAG-5.

This SALE DEED is made at Ghaziabad on this 27 day of June

#### Between

Allegiance Conbuild Private Limited, a company registered under the Indian Companies Act, 1956, having its office at Ground Floor, 10 New

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#### विक्रय पत्र

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श्री

कमलेश कुमार PAN-AOIPK8388P

पुत्र श्री

स्व कृष्ण चन्द्र

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दिनांक 27/6/2016

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप<sup>)</sup>निबन्धक्र,प्रथम

गाजियांबाद 27/6/2016

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ने निप्पादन स्वीकार किया ।

जिनकी पहचान महेन्द्रपाल सिह

व्यापार/अन्य/स्त्री पेशा

पी-236 प्रताप विहार सै-12 गाबाद निवासी

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संजय सिंह DL जगदीश प्रसाद सिंह

पेशा

व्यापार/अन्य/स्त्री

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बी-11/जी-4 दिलशाद गार्डन दिल्ली

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प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

जिस्ट्रीकरण अधिकारी के हस्ताक्षर

गाजियस्थाद 27/6/2016



Rajdhani Enclave, Vikas Marg, Delhi-110092 through its authorized signatory, Mr. Beer Singh S/o Late Mr. Kundan Singh Pundir hereinafter referred to as "DEVELOPER/SELLER" (which expression shall unless repugnant to the subject or context mean and include its executors, administrators, representatives, successors, nominees and permitted assigns) of the One Part. PAN No. AAGCA3667A

#### AND

Mr. Kamlesh Kumar S/o Late Mr. Krishna Chandra R/o Village Basti, Post-Kamal Sagar, Thana-Madhuban, District Mau, (U.P.) (here-in-after referred to as the "ALLOTTEE/PURCHASER" (which expression shall unless repugnant to the subject or context mean and include his/her heirs, executors, representatives, assigns etc.) of the Other Part. PAN No. AOIPK8388P.

#### WHEREAS:

- A. The DEVELOPER is developing the Plotted Development on Plot of land bearing no. GH-1/1 admeasuring 45,256.17 Sq. Mtr. situated at Village Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP, here-in-after referred to as "Project". The above said land/plot is part & parcel of an Integrated Township situated at Village Mehrauli & Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP and the name of this Integrated Township is Park Town ("Integrated Township");
- B. The Ghaziabad Development Authority (GDA) has approved the plans/maps for development of plotted development at the above said land/plot vide letter bearing no. 58/M.P./2015 dated 19.05.2015 and Map bearing no. 70/Zone-5/2015-16 issued by GDA in the name of Utility Estates Private Limited, which is a Lead Member appointed by all Consortium Members vide Consortium Agreement executed on 10-09-2013 and registered in Bahi No. 4 Zild No. 858 at Pages from 213 to 236 at Sl. No. 289 on 10-09-2013 in the Office of Sub Registrar-1, Ghaziabad, UP and is solely authorized to represent the consortium and do business in the name and on behalf of the consortium members in respect of an Integrated Township;
- C. The consortium members in order to integrate the scattered land parcels to make it useful for the purpose of planned development, have transferred the land to the Developer vide Transfer Deed registered on 12.05.2014 in Bahi No. 1, Zild No. 12006 at Pages from 165 to 280, Sl. No. 3546 in the office of Sub Registrar-I, Ghaziabad, UP.

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For Allegiance Cashalld Svi. util.

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### विक्रेता

Registration No.:

4288

Year:

2,016

Book No.:

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कुन्दन सिंह पुण्डीर PAN-AAGCA3667A 10 न्यू राजधानी एन्क0 विकास मार्ग दिल्ली

व्यापार/अन्य/स्त्री









- D. The Developer is the owner and in possession of majority of the land of project and according to the policy, the rest of the land has to be acquired by the Government Agency/Ghaziabad Development Authority nominated by the Government of Uttar Pradesh for the development of the project. However, the land of the Said Plot, mentioned here-in-under is owned and possessed by the Developer.
- E. The PURCHASER had approached and confirmed the Developer that the PURCHASER has visited and seen the project site and its surroundings, carried out his due diligence regarding ownership of the Developer in respect of the said plot, its right to transfer the said plot, and also seen permissions obtained for its development, sanctioned building plans/maps, all applicable laws, rules, regulations, bye laws etc. up to his satisfaction.
- F. The PURCHASER was allotted a Plot bearing no. 37 & 38 admeasuring 270 Sq. Mtr. (322.92 Sq. Yards) in the above said project, here-in-after referred to as "Said Plot" by the Developer. The sketch of the Said Plot is attached herewith as Annexure-I.
- G. The PURCHASER acknowledges that the DEVELOPER had readily provided all information/clarification as required by him and he had relied solely on his own judgment and investigation in deciding for the booking of the above said plot and to enter into this Sale Deed for purchasing the Said Plot and has not been influenced by any plans, brochures, advertisements, schemes, representations, warranties, statements or estimates of any nature whatsoever relating to description of the Said Plot and the Said Project and the facilities/amenities available for the Said Plot/Said Project.
- H. The PURCHASER before entering into this deed has verified/got verified all the original title documents/records relating to the Said Plot and PURCHASER has understood, satisfied & agreed about the rights, title and interests of the SELLER in the Said Plot and the Project Land and now the PURCHASER after visiting the Said Plot has desired that the Said Plot be now sold to him on as is where is basis as per the terms and conditions mentioned in this deed and the SELLER has agreed to the same. Carberla

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Registration No. :

4288

Year:

2,016

Book No.:

1

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व्यापार/अन्य/स्त्री









## NOW THEREFORE THIS DEED OF SALE WITNESSETH:

- 1. That in pursuance of the aforesaid allotment and the payment of Sale Consideration of Rs. 45,00,000/- (Rupees Forty Five Lacs only) which has been paid by the PURCHASER to the SELLER, and the receipts of which has been acknowledged by the SELLER, the SELLER does hereby on as is where is basis transfer, convey and assign by way of sale unto the PURCHASER all the piece of said plot, forming part of the approved layout plan of the Said Project and more particularly described in the Schedule hereunder, together with all rights, liberties, privileges easements necessary for the enjoyment of the said plot of land, to own and to hold the said plot together with all rights and appurtenances absolutely and forever.
- 2. That the SELLER has assured the PURCHASER and the PURCHASER is satisfied that the plot is free from all sorts of encumbrances, liens and charges etc. and the SELLER has the full right and authority to sell the same.
- 3. That, all other flats/plots/units/areas etc. in the Project are specifically excluded from the scope of this deed and the PURCHASER shall not be entitled to any kind of rights, title or interest etc., in any form or manner whatsoever, in such flats/plots/units/areas etc., except as provided herein.
- 4. That all the demands in respect of taxes, cesses, charges including property tax, charges, duties, liabilities and other outgoings for the Said Plot will be paid by the PURCHASER with effect from the date of booking.
- 5. That the PURCHASER hereby agree that if any demand is raised or issued by any Authority, due to the enhancement in the compensation, interest, solatium under the orders of any Court or any freehold charges raised or demanded by the Ghaziabad Development Authority, or if in future, the State Government/Central Government and/or its agencies/departments/authorities charge/impose/levy any Metro Cess/any other infrastructure charges/connectivity charges for providing embankment/flyover/ring road / peripheral road / connectivity etc. will be payable by the PURCHASER directly to the relevant authority/department/agency or through the SELLER, as the case may be as per the demand raised.
- 6. That the PURCHASER shall abide by all the laws, bye-laws, rules and regulations of the Government/Local Authorities etc. prevailing at the particular point of time relating to the Said Plot. The PURCHASER undertakes and assures that he will raise construction and utilize the plot in question only for residential purpose as per applicable bye laws

For Girous rose Conbust Dut. Ltd.

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Registration No.:

4288

Year:

2016

Book No.:

1

W1 दक्ष कुमार वोटरकार्ड

महेन्द्रपाल सिंह

पी-236 प्रताप विहार सै-12 गाबाद

व्यापार/अन्य/स्त्री





W2 संजय सिंह DL

जगदीश प्रसाद सिंह

बी-11/जी-4 दिलशाद गार्डन दिल्ली

व्यापार/अन्य/स्त्री



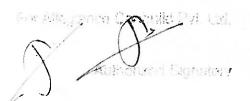






and rules & regulations and for no other purpose which is prohibited under the Laws of Central, State or Local Government. That the PURCHASER will not allow the Said Plot to be used for any purpose thereby causing any sort of disturbance to the neighbors.

- 7. That the PURCHASER will have no right to object to the SELLER/its nominee/its other transferees/other purchasers constructing or continuing with the construction in other properties in the above said project.
- 8. That, the SELLER shall have the right to effect suitable and necessary alterations in the layout plan, other specifications and particulars of the above said project as per bye laws except the Said Plot, if it is necessitated or desirable or as may be required by any government authority/SELLER, and the PURCHASER hereby gives his/her/its consent to such alterations and no further consent of the PURCHASER shall be required for this purpose. That, if due to the above mentioned alterations in the layout plan, even if, the surrounding locations of the Said Plot changes, then those changes will be final and binding upon the PURCHASER and the PURCHASER will not object to the same and will also not raise any claim in this regard against the Developer.
- 9. That, in case any acquisition or requisition takes place, the same shall be at the cost and risk of the PURCHASER. The PURCHASER shall be entitled to claim and receive the compensation paid by the Government/Authority on pro-rata basis in respect of the Said Plot, as and when the same is finally determined and paid by the Government/Authority.
- 10. The PURCHASER hereby covenants to keep and maintain the Said Plot, appurtenances thereto and belonging thereto always in the good state & condition so as to support, shelter and protect the other adjoining/adjacent properties and structures.
- 11. (a) That the PURCHASER shall directly apply to the Paschimanchal Vidyut Vitran Nigam Ltd. "PVVNL" for his/her/its requirements of electricity at the Said Plot. In such case, the SELLER will, facilitate the PURCHASER in pursuing the matter with the PVVNL/Electricity Department subject to payment of charges by the



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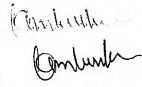




PURCHASER to the SELLER as would be or have been charged to the SELLER by the PVVNL/Electricity Department or otherwise incurred by the developer for development of electricity related infrastructure.

- (b) But in case, the DEVELOPER would get the Electrical Supply under Bulk Electricity Supply Arrangement from the Electricity Department, then in that case, in addition to regular consumption charges, the PURCHASER will have to pay for the Security Deposit for Electricity Connection which will be on per KVA basis. In addition to it, the electricity meter and its installation charges would also be payable extra at the time of taking electricity connection. The terms & conditions as may be contained under the electricity supply agreement to be entered in to between the Developer and the Electricity Department shall apply to such distribution. The payment for the consumption of electricity will be paid regularly as per the rules and regulations framed by the DEVELOPER/Maintenance Agency for the said purpose.
- That the maintenance of the township shall be done by the 12. SELLER or its appointed Maintenance Agency/Resident Welfare Association for a period of five years initially or until taking over of the services by Municipal authorities or Government agencies, whichever be earlier on the terms and conditions and charges to be determined by the SELLER or its nominee from time to time and the said charges shall be paid by the PURCHASER to the SELLER or its appointed agency without any demur or reservation. Developer/Maintenance Agency will be entitled Maintenance Charges on annual basis. The PURCHASER will also be liable to pay late payment charges @ 1.5% per month on late of maintenance/other charges payment to the /Maintenance Agency.
- 13. That the PURCHASER assures that as and when required, he shall sign the maintenance agreement with the Developer/SELLER or its appointed agency. The PURCHASER will be liable to pay maintenance charges to the developer w.e.f. the date of offer of possession of the Said Plot or execution of this deed, whichever is earlier.
- 14. The PURCHASER assures that, if PURCHASER do not construct the house within the time limit prescribed by the Competent Authority then prescribed levy/charges shall be paid to the Competent Authority/ Developer/SELLER or its appointed agency by the PURCHASER. The PURCHASER hereby assures and abides by all the terms and conditions relating to the allotment.





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- That the PURCHASER shall hereafter hold enjoy, use and 15. transfer the said plot under sale without any hindrance, claim whatsoever from the SELLER or any other person claiming under or through the SELLER. However, before every subsequent transfer of the property hereby sold, PURCHASER shall have to obtain no dues certificate from the SELLER. All the terms and conditions of this Sale Deed will be applicable on all the subsequent PURCHASERS of the Said Plot and all the subsequent PURCHASERS will be bound to follow the same.
- 16. That, the PURCHASER hereby declare and confirm to the SELLER that if the PURCHASER is Foreign National/Non Resident Indian of Indian Origin/Non Indian Origin then the consideration paid/payable by him/her/them is out of money brought/to be brought in to India in accordance with the provisions of Foreign Exchange Management Act, allied rules and regulations and rules and regulations of Reserve Bank of India. On the basis of this declaration and confirmation, the SELLER had accepted the consideration from the PURCHASER and the PURCHASER will keep the SELLER harmless and indemnified in respect of this matter from all the losses, expenses and liabilities in the present and in future.
- 17. That, if any provision of this Deed shall be determined to be void or unenforceable under applicable laws, such a provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Deed and to the extent necessary to confirm to applicable laws but the remaining provision of this Deed shall remain valid and enforceable in accordance with their terms.
- 18. That, in the event of any dispute arises between the Parties. the same shall be first tried to be settled by mutual consent, failing which the matter shall be referred to the decision of a sole arbitrator, to be appointed by the Director of the SELLER. The arbitration proceedings shall be governed by the prevailing rules and provisions of Arbitration and Reconciliation Act, 1996 including any amendment/modification thereof. The venue of arbitration shall be at Delhi only and the proceedings shall be conducted in English language. The award of the arbitrator shall be final and binding on the Parties. The fees of Arbitrator and other expenses to be incurred in the proceedings of arbitration would be borne by the PURCHASER and SELLER in equal ratio. The Parties shall continue to perform such of their respective obligations that do not relate to the subject matter of the dispute, without prejudice to the final determination thereof. Combinder



# PLOT NO 68 FLOT NO 67

For Allegiance Community and I will

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- 19. That, the SELLER and the PURCHASER do hereby affirm and declare that they have gone through all the clauses of this Sale Deed through themselves/their respective counsels and have understood the same in vernacular language before its execution.
- 20. That all expenses, charges, etc., including the stamp duty and registration charges for the registration of this deed will be borne and paid by the PURCHASER.

#### SCHEDULE OF PLOT

All that piece and parcel of land being Plot No.37 & 38, admeasuring 270 Sq. Mtrs. (322.92 Sq. Yards), situated at Plot No. GH-1/1 in the Integrated Township known as "Park Town", situated at Village Shahpur Bamhetta in Ghaziabad, Uttar Pradesh and bounded as under:

#### **Boundaries of the Said Plot:**

East : West : North :

As per map attached

South

IN WITNESS WHEREOF, the SELLER and PURCHASER have set their respective hands with healthy and free mind on these present on the day, month, and year first above written in the presence of the following Witnesses:-

#### WITNESSES:

SELLER

1
GET INT 16 SH DE CUICITÀ PURCHASER

2
CEONY

SIDILA

FOR SELLER

PURCHASER

Ghaziabad

आज दिनांक <u>27/06/2016</u> को वहीं सं <u>1</u> जिल्द सं <u>13909</u> पृप्ठ सं <u>279</u> से <u>306</u> पर कमांक <u>4288</u> रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निवन्धक,प्रथम गाजियाबाद 27/6/2016