From,

Kavita Nigam, Addl. Family Judge-II, Bareilly.

To.

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

Through,

The Principal Judge, Family Court, Bareilly.

Subject: In Compliance of objection to my application Case Id-1298 Dated- 24-12-2020 and with respect to letter no.-1269/ IV-3298/ Admin(A-)/ Dated:04.09.2019 regarding addition of my name in place of my father Late Shri Ram Saran Nigam in the sale deed of FLAT NO.M-1101, 11THFLOOR, BLOCK-M, ROHTAS PLUMERIA HOMES, TCG-3/1, VIBHUTI KHAND, GOMTI NAGAR, LKO.

Sir,

With reference to letter no.-1269/ IV-3298/ Admin(A-)/Dated:04.09.2019, I have to submit that the information regarding addition of my name in place of my father Late Shri Ram Saran Nigam in the sale deed of FLAT NO.M-1101, 11TH FLOOR, BLOCK-M, ROHTAS PLUMERIA HOMES, TCG-3/3, VIBHUTI KHAND, GOMTI NAGAR, LKO.

It is humbly submitted that the desired information has been sent to the Hon'ble High Court on letter form instead of the prescribed format as I had not entered into any financial transaction in any form in the purchase of the said property. My name has been added in place of my father Late Shri Ram Saran Nigam along with my mother Smt. Asha Nigam by virtue of my status as his heir. The agreement for sale was executed between Andes town Planners and my father Shri Ram Saran Nigam and my Mother Smt Asha Nigam on 04.11.2010 for Thirty Four Lac Ninety Six thousand and Five hundred only, during his life time. Total sale consideration has been paid in part by my Late father Shri Ram Saran Nigam and later by my mother Smt. Asha Nigam after his sad demise. The sale consideration was paid by my father, Late Shri Ram Saran Nigam from sale amount of his plot B-3/197 Vikas Khand, Gomtinagar, Lucknow and his savings vide. cheque of Rs. One lac on 20/12/2010 and Rs. Thirty Three lac Eighty Six Thousand Six Hundred and Seventy Five on 07/12/2010 during his life time.

Thereafter due to the sad demise of my Father on 02/03/2015, the remaining amount of sale consideration of Rs. One lac Seventy Five Thousand has been paid through Draft no. 953277 and the stamp fee of Rs. Two lac Seventy One Thousand by my mother Smt. Asha Nigam from her pension/savings account.

However, due to the sad demise of my father on 02.03.2015, before the completion of the said flat and execution of sale, the sale deed could not be executed by him in his life time. The sale deed was executed on 20/09/2018 by my mother and myself, as his legal heir. No amount of consideration has been paid by me in any form in the purchase of the aforesaid property.

 further submit that as per the directions given in the objection to my application Case Id-1298 dated-24-12-2020, I am enclosing the desired information in the enclosed format in compliance with the directions of Hon'ble High Court.

With regards.

Date:-09-12-2021 Encl.:- As Above

> (Kavita Nigam) Addl. Family Judge -II Bareilly, UR ID-6320

कार्यालय जिला जज/प्रधान न्यायाधीश

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जिला जज/प्रधान न्यायाधीश

— बरेली

### Regarding purchase of movable/immovable Property by the Judicial Officers

Date of joining of service.	15.06.2006	
	GROSS SALARY ₹ 144816.00 (Aug-18)	
Present gross salary and take home salary.	TAKE HOME ₹ 121941.00 (Aug-18)	
<ol> <li>Details of purchases (movable property exceeding to value ₹ 10,000/- and immovable property) made by him earlier with complete details, date of purchase, amount spent etc.</li> </ol>	protorma for purchase of the car aready sent to	
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.	NIL	
<ol> <li>If any loan taken from Bank etc., details of amount, mode of repayment, period of deduction, number and amount of instalment etc.</li> </ol>	NO LOAN AS ON 2009/2018	
6. Regarding purchase of a second hand car name of the vehicle, its model, cost price etc. date of the first purchase (month and year) of 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	
Detail of the property (Area of plot, locality, City/ District if building or flat then its size).	M-1101, Rothas Plumeria Vibhuti Khand ,GomtiNagar,Lucknow.	
8. Name and full address of the dealer/seller.	Adnes Town Planners(P) Ltd.	
<ol> <li>Whether the dealer is regular and reputed one.</li> </ol>	YES	
against the seller is pending in or decided by	no relation with dealer, neither any case is	
11. Detail of source of the amount with papers in support thereof	Payment mode:  No amount of consideration has been paid by me in any form in the purchase of said property. Sale deed has been executed by my mother and myself as legal heir of my father late shri R.S.Nigam.	

Date:

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Rs. 100 **HUNDRED RUPEES** 

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### Agreement to Sell

This Agreement is entered into between M/s Andes Town Planners Private Limited (Subsidiary of M/S Rohtas Projects Limited) a company incorporated under the Companies Act. 1956 and having its registered office at 55 T, Sector 8, Jasola New Delhi - 110025 through its Authorised Signatory Shekher, Dy. General Manager (Sales) hereinafter referred to as First Party (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors, transferees, assigns and nominees etc.) of the First Part

For Andes Town Planners Pvt. Ltd.

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Asha Nigam Baga

AND

Mrs. Asha Nigam
w/o Mr. Ram Saran Nigam

J - 14, District Judge Compound Circuit House Colony Kanpur Nagar-208004



2. Mr. Ram Saran Nigam

S/o Mr. Raj Bahadur Nigam

J - 14, District Judge Compound Circuit House Colony Kanpur Nagar-208004



\* to be filled up in case of Joint Allottees)

hereinafter referred to as the "SECOND PARTY/PURCHASER" (which expression shall mean and include his heirs, legal representative, transferees, successors, assignees, administrators and nominees etc.) of the Second part,

(Whenever the Purchaser is a female the expression "he", "him", "himself" etc. in this Agreement in relation to the Flat shall be read and construed as "she", "her", "herself" etc. These expressions shall be deemed as modified and read suitably and whenever the Purchaser is a Joint Stock Company, Body Corporate or a Firm or any Association/Society/Society of Persons and whenever there are more than one Purchaser, the expression Purchaser in the Agreement shall be construed as including each of such Purchasers and their respective heirs, executors, administrators, legal representatives, nominees, successors, transferees and assigns etc.)

WHEREAS M/s UP Township Pvt. Ltd. purchased at an auction held by the Lucknow Development Authority, rights to land admeasuring 73018.74 sq.mtrs bearing Plot No TCG-3/3 Vibhuti Khand, Gomti Nagar Scheme, Lucknow, Uttar Pradesh. In pursuance thereof, the Lucknow Development Authority, a body corporate constituted under the Uttar Pradesh Urban Planning & Development Act, 1973 (hereinafter referred to as the LDA) entered into Agreement to Sell dated 31.10.2005 which was duly registered as Document No.9526, Volume No.5354, Book No.1 at pages 85 to 114 with the Sub-Registrar, Lucknow on 31.10.2005.

AND WHEREAS freehold charges having been deposited, Sale Deed dated 8.09.2006 was executed in favour of the UP Township Pvt. Ltd. and registered as Document No.8478, Volume No.6033, Book No.1 at pages 131 to 156 with the Sub-Registrar, Lucknow on 8.09.2006.

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AND WHEREAS possession of Plot No. TCG-3/3 Vibhuti Khand, Gomti Nagar Scheme, Lucknow (hereinafter referred to as the 'Said Plot') was handed over to the UP Township Pvt. Ltd. and was assumed by them.

AND WHEREAS the said plot of land has been sold to the UP Township Pvt. Ltd. for setting up a residential-cum-commercial Complex thereon as per the plans sanctioned / approved by the competent regulatory authorities of LDA.

AND WHEREAS M/s UP Township Pvt. Ltd., transferred the said plot alongwith constructions thereon in favour of First Party i.e. Andes Town Planners Pvt. Ltd. vide Sale Deed dated 24/07/2008 which is registered with the office of Sub Registrar Lucknow in Book No. 1 Volume No. 7651 at pages 127 to 152 at Serial No. 7048 on 24/07/2008.

AND WHEREAS after the registration of sale deed the First Party became the absolute owner of the said property.

AND WHEREAS the residential-cum-commercial Complex to be developed on the said plot of land and the residential part shall be known as "Rohtas Plumeria", but for convenience in this Agreement, it shall hereinafter be referred to as the 'said complex'.

AND WHEREAS the design for the Complex provides multi-storeyed construction with commercial use in a certain part and residential in another part.

AND WHEREAS it is made clear that the use of the term 'complex' in this agreement may mean the whole complex or only the residential part or only the commercial part, as the context requires.

AND WHEREAS the Purchaser, being interested in purchasing the residential Flat No. - M-1101 on Eleventh Floor in Block-M measuring 120.31 Sq.mt (super area) i.e 1295 Sq. ft. in the said complex, has applied for allotment and sale to him of a residential apartment in the said complex with impartible interest (in relation to the apartment) in land earmarked for residential complex and has offered a sale price of Rs. 3496500/- (Rupees. Thirty Four Lac Ninty Six Thousand Five Hundred Only), which offer the First Party has accepted.

AND WHEREAS the Purchaser has perused photocopies of the Sale Deeds dated 8/09/2006 & 24/07/2008 and has also apprised himself of the laws, notifications, rules and regulations applicable and has fully satisfied himself about the right, title and interest of the First Party in the said property.

For Andes Town Planners Pvt. Ltd.

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AND WHEREAS the Purchaser hereby undertakes that he shall abide by all laws, rules & regulations and terms & conditions of the LDA and / or of the Uttar Pradesh Government, the Local Bodies, the U.P. Apartment Ownership Act, U.P. Urban Planning & Development Act, 1973 and shall be liable for defaults or breaches of any of the conditions, rules or regulations as may be applicable to the said complex, including the Sale Deed dated 8.09.2006.

AND WHEREAS the Purchaser has understood the fact that the ownership and occupation of an Apartment in the said complex will be subject to a number of restrictions as also obligations as detailed in this Agreement, and he offers and undertakes to so conduct himself.

AND WHEREAS in pursuance to the aforesaid application for allotment, and on assurance of the continued performance of the various terms and conditions and obligations enumerated herein, the First Party has allotted the Purchaser one residential flat (more specifically described in the Schedule hereto) in the complex known as "Rohtas Plumeria" situated at Plot No. TCG-3/3, Vibhuti Khand, Gomti Nagar, Lucknow

### NOW THIS DEED OF AGREEMENT WITHNESSETH AS UNDER-

- 1. That in consideration of the payment made and to be made by the Purchaser to the First Party and in manner appearing hereinafter, and in consideration of various assurances of the Purchaser as herein contained, particularly those relating to timely payment, proper conduct and maintenance, the First Party has agreed to sell Flat No. -M-1101 on the Eleventh Floor in Block-M measuring about 120.31 Sq.mt i.e 1295 Sq.ft. on super area basis in the "Rohtas Plumeria" situated at Plot No. TCG-3/3 Vibhuti Khand, Gomti Nagar Scheme, Lucknow with a proportionate but undivided share in land earmarked for residential use to the Purchaser for total sale consideration of. Rs. 3496500/- (Rupees. Thirty Four Lac Ninty Six Thousand Five Hundred Only), hereinafter referred to as the "said flat" as per schedule given in this agreement to sale as Annexure I.
- 2. That the Purchaser has paid a sum of Rs. 100000/- (Rupees One Lac towards advance sale consideration and the balance amount of sale consideration would be payable as per the schedule given in this agreement to sale as Annexure II. as the said flat is being constructed on self financing basis.
- That the area of the said Flat No. M-1101 is 120.31 sq.mt. (approx) i.e 1295 2(a). Sqft on super area basis. The total cost of the said flat having amounts to a sum of Rs.

For Andes Town Planners Pvt. Ltd. Authorisal Signatury Asha Nigam

3496500/- (Rupees. Thirty Four Lac Ninty Six Thousand Five Hundred Only ), inclusive of proportionate cost of land.

- 2(b). That it has been agreed by and between the parties hereto that in respect of all payments to be made by the Purchaser under this Agreement in respect of the aforesaid flat, time is the essence of the contract. The date of encashment of the cheque shall be deemed to be the date of payment. All the payments shall be made favouring designated bank account named as Andes Town Planners (P)Ltd. A/c Rohtas Plumeria.
- 3. That the expression "Super Built up area" includes the area as measured from outer periphery and columns between the two flats and includes verandahas, balconies/projections comprised in the said flat and also includes proportionate general circulation area which includes stairs, staircases, passages, lobbies and common utilities etc. which will be used by the allottees of other flats/floors in the said apartments (subject to final measurements at the time of giving the possession) a copy of which have been seen and understood by the purchaser.
- 4. That the Purchaser has seen and inspected all the documents of title relating to the aforesaid property and has fully satisfied himself about the rights and title of the First Party, materials to be used and specifications with respect to the said flat being constructed and has understood all limitation and obligations in respect thereof.
- 5. That the First Party shall have the right to effect suitable changes and necessary alterations in the project if and when found necessary, which alterations, may involve changes, in the position/area of Residential Unit. If there is any increase/decrease in the areas, the proportionate rate per sq. mt. and other charges will be applicable to the changed area on the same rate at which the Residential unit is booked. If for any reason the First Party is not in a position to sell the flat/floor space applied for, the First Party shall refund the amount deposited with simple interest at the rate of 9% per annum unless otherwise mutually agreed.
- 6. That the Purchaser agrees that he shall pay the price of the residential unit and other charges on the basis of super area of their residential unit.
- 7. That it is further agreed that in case any further additional development charges are demanded before or after delivery of the possession of the flat or are payable to Lucknow Development Authority or any other Government agencies in respect of the said property due to statutory requirement, the same shall be proportionately shared by the purchasers of the complex and will be paid directly to them or to the

For Andes Town Planners Pvt. Ltd.

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First Party separately on demand.

- 8. That the First Party alone is entitled to get refund of the various securities deposited during construction of the building with various Government authorities for electric, water and sewer connections etc.
- 9. That the Purchaser shall additionally pay on demand to the First Party his proportionate share of the cost for the provisions of external electrification, installation of electric sub station, meter box, electric meter & related expenses thereon.
- 10. That both the parties hereby agree that the amount paid to the extent of 20% of the cost of the flat, will collectively constitute the earnest money.
- 11. That as mentioned here in above the time of payment of installment is the essence of this contract. It shall be incumbent on the Purchaser to comply with the terms of payment and conditions of the agreement of sale, failing which after giving 15 days notice the First Party shall forfeit the entire amount of earnest money and and shall have right to terminate/cancel this Agreement to Sell forthwith and as a consequence the Agreement to Sell shall stand cancelled and the Purchaser shall be left with no lien or right on the flat. The First Party shall thereafter be free to deal with the said flat in any manner whatsoever, at its sole discretion. The amount, if any paid over and above the earnest money shall, be claimed for refund by the Purchaser from the First Party without any interest which the First Party agrees to refund within reasonable time but within 12 months from the date of cancellation notice.
- 12. That without prejudice to the First Party's aforesaid rights, the Purchaser shall be liable to pay interest at the rate of 24% per annum on all amounts due and payable by the Purchaser for the period of delay to the First Party. The discretion for termination of the Agreement or acceptance of delayed payment with or without interest shall exclusively vest with the First Party. However the First Party shall adjust the moneys received from Purchaser first towards the interest and other sums, if any, due from the Purchaser and the balance, if any, towards the basic installment.
- 13. That any delay or indulgence by the First Party in enforcing the term of this agreement or any forbearance of giving time to the Purchaser on charging interest or relief in interest rates shall not be construed as a waiver on the part of the First Party or any breach or non compliance of any of the terms and conditions of this agreement by the First Party and shall not in any manner prejudice the right of the First Party.
- 14. That the First Party endeavors to deliver the flat to the Purchaser as early as possible. However, the delivery period shall be subject to payment of installments by the

For Andes Town Flanners Pvt. Ltd.

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purchaser in time, availability of cement, steel or other building materials, supplies and installations etc. and subject also to "Force Majure" including any act of God, or statutory changes or any unforeseen circumstances beyond the control of First Party. No claim by way of penalty or compensation or interest shall be made by the purchaser, or payable by the First Party in case of delay in handing over possession or abandonment of project on account of the aforesaid reasons. Further due to any reasons beyond the control of the First Party in case of breach of any terms or conditions of this Agreement, no prosecution case will lie against the First Party out of the subject matter of this Agreement, in case any party do so, then it shall be liable for all consequences which will be accrued due to the said act of party.

It is hereby agreed that in case that in case of any dispute arises out of this Agreement, the matter in first instance shall be referred to the settlement through Arbitrator and it has been agreed between the parties that the liability, if any, arising out of this Agreement on either party will be of civil in nature and the parties will not resort to criminal proceeding against each other in any circumstances whatsoever arising out this Agreement as it does not fall within the purview of the criminal laws.

15. That the liability of the First Party for removal of constructional defects is limited for the grace period allowed i.e. 3 months from the date of taking possession. However any defects in the products used shall be covered by the guarantee if any, given by the company who's product has been used by the First Party.

Further the construction activity is subject to inspection of the Purchaser. Any defect found should immediately be brought to the knowledge of the First Party in writing with in the period specified. Further, if the purchaser wants to use any specific material in his flat other than the standard one then it should be intimated by him in writing to the First Party and before construction activity commences and the purchaser shall pay the difference in price as the case may be. On other side the First Party will make every endeavor to use the material of standard quality as per declared specifications. However, it is understood that the quality of material is always dependent upon the price being charged and the purchaser has seen the specification of materials to be used and is fully satisfied.

16. That the First Party agrees that if the warranty period is still applicable of any gadget, equipment machinery or apparatus installed in the aforesaid flat and the same has developed any defect, the purchaser may deal with the warranty company or any other such company/installation directly and may claim damages/replacement or any other permissible relief to which the First Party has no objection and the First Party will provide all assistance to the purchaser for the aforesaid purposes.

17. That the Purchaser has agreed that under no circumstances the possession of the

Authorized Signatory Asha Wigam

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flat shall be given by the First Party to the Purchaser unless and until all payments required to be made under this agreement and/or any other amount payable by the purchaser with respect to the said flat in respect thereof has been made, nor shall the purchaser have any right to claim possession of the flat without having completed the payments payable under this agreement at the time and in the manner stipulated. The Purchaser has agreed that he shall pay all arrears demanded by the First Party within 7 days of the receipt of the notice. It is understood that the purchaser shall before taking the possession of said flat being given to him shall satisfy himself about the quality of work etc. of his flat and shall have no claim against the First Party, on any item of work, quality of work materials installation etc., in the said residential unit or in any other agreement whatsoever and the claim, if any, if brought to notice of the First Party be got removed by the First Party before taking possession.

However, as a special case purchaser is being given a concession to the extent that he will notify all construction complaints/defects within 3 months from the date of possession. All such complaints/defects shall be examined and removed by the First Party as it deems fit as per report of its Architect within reasonable time.

- 18. That it is agreed between the parties that the First Party in the interest of speedy construction of the building has a right to mortgage/pledge the land and other flats to any financial institution, bank or any other agency etc. for raising any loans for completing the construction and the purchaser will have no objection in relation to the same.
- 19. That except in respect of the particular flat hereby agreed to be acquired by him, the purchaser has agreed to have no claim, right title or interest in any other portion of the said complex except those which have been incorporated in the super area, the other areas will remain under exclusive possession and ownership of the First Party and the First Party is free to sell dispose off, use or possess the said areas in any manner as it may deem fit and proper.
- 20. That the First Party has the right to make additions, raise storeys or to put up additional structures, as per their convenience on the open land, terrace or other areas in which the purchaser has no claim or right and such additional structures and stories shall be the sole property of the First Party who will be entitled to dispose it off in any manner as they choose without any objection or interference on the part of the Purchaser or with one or more of the rest of the purchasers and the purchaser hereby consents to the same. The First Party shall be entitled to get electric, water, sanitary and drainage fittings on the additional structure/storeys with the existing electric, water, sanitary and drainage sources etc. at its own cost.
- 21. That it is, further, agreed between the parties that the open land and terrace of the

For Andes Town Planners Pvl. Ltd.

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building including the parapet walls shall always be the property of the First Party who shall be entitled to use the said terrace including the parapet walls for all purposes including the display of advertisement and sign boards, or any other use. The purchaser hereby gives his consent to the same and agrees to it without any pre-condition financial or otherwise.

- 22. That the purchaser agree and binds himself to pay to the First Party's permitted assigns or nominee or the proposed recognized body corporate or society as the case may be (after notice to take possession of the residential unit is sent to him by the First Party) the proportionate share of maintenance charges as determined by First Party/recognized body corporate/society. The maintenance charges as determined by the First Party's permitted assign /nominee/ society or body corporate including all taxes or levies/charges as per demand made by the First Party's permitted assign or nominee or body corporate as the case may be, shall be conclusive, final and binding on purchaser, which may be changed from time to time as deemed just and proper by the First Party.
- 23. That the maintenance of the complex would be done in the manner as is laid down below:-
- (a) That it is proposed by the First Party to get an association of owners formed at the initial stage at an appropriate time to be determined by the First Party. Thereafter, the maintenance of the entire complex will subsequently be transferred to the association of owners to be formed and it will be done through exchange of letters between the First Party and the association. The purchaser hereby agrees to be a member of the said association and to execute such agreement/documents as may be required by the said association for the purposes of maintenance of the complex.
- (b) That after the possession of flat and before delegation of authority to the association to maintain the flats the period of gap will be controlled and administered by the First Party's permitted assign or nominee at a charge on the owners of the flat on the basis of super built up area to be determined from time to time and is payable by the purchaser.
- (c) That simultaneously with the possession of the flat the purchaser will enter into a maintenance agreement with the First Party's permitted assign a copy of which has been seen understood and approved by the purchaser.
- (d) That the purchaser shall also pay security deposit @ Rs. 40/- per sq.ft. to the First Party or its permitted assign or nominee before taking possession of the flat, the

For Andes Town Planner Pvt. Ltd.

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interest of which will also go to the maintenance of the general & common amenities provided in the complex i.e. AMC of various equipments like lifts, generators, intercom etc. Interest shall be paid @ 2% higher than the bank interest rate applicable of FDR for a period of one year. Once the association is formed and recognized by the First Party this amount will be directly transferred to the association at an appropriate time to be decided by the First Party.

- 24. That the purchaser agree to pay on demand the proportionate taxes of all or any kind whatsoever including service tax whether levied or leviable now or in future on land and/or building(s) as the case may be from the date of possession of residential unit and so long as each residential unit is not separately assessed for such taxes for the land and/or building(s) to the First Party or its nominee.
- 25. That It is understood and agreed between the parties hereto that the construction work to be done under this Agreement is to be done under the direction of the Architect appointed by the First Party whose decision in the matter of construction, drawings, specifications materials quality and standard shall be final, conclusive and binding on the parties. If at any time while completing the said building the Architect may decide that any extra or additional work is to be done or is required or any extra facility or amenity for the common benefit to all the flat owners or of the said complex is necessary or is required then in that regard the decision of the Architect shall be final and the purchaser shall be liable and hereby agree(s) to make payment of such extra and additional expenses as well to be determined by the Architect appointed by the First Party.
- 26. That the First Party shall provide the basic facilities for the said flat in phases as the project is to be completed in phases . All specified facilities will be provided at the time of completion of entire project. Till the completion of the entire project, the purchaser shall not raise any kind of claim/ compensation/ damages regarding specified facilities as agreed to be provided in the project.
- 27. That the purchaser shall demand for the execution & registration of sale deed after payment of all dues in his name or in the name of his nominee and the First Party shall execute the sale deed in favour of the purchaser or his nominee and in this context the purchaser shall pay, all the expenses as and when required by the First Party for the purpose of registration which includes stamp duty, registration charges and all other incidental and legal, expenses for execution and registration of the Sale Deed of the residential unit in favour of the purchaser or his nominee, which shall be executed and got registered after receipt of the full price, along with other dues and the said charges and expenses from the purchaser in respect of the residential unit allotted to him.

For Andes Town Pronner Park I.M.

- House Signatory Hisha Nigam

- 28. That the purchaser hereby covenants with the First Party to pay from time to time and at all times, the amount which the purchaser is liable to pay and agree to observe and perform all the covenants and conditions of Allotment / Application form and the Agreement to sell, and to keep the First Party, its permitted assigns, agent and representatives, estate and effects indemnified and harmless against the said payment and observance and performances of the said covenants and conditions and also any loss or damages which may be levied by the appropriate authorities from time to time.
  - 29. That the purchaser shall observe all the conditions, and terms of this agreement and shall also abide by all applicable laws, by-laws, rules and regulation of the government, statutory authority/authorities or of the First Party, body corporate and shall attend, answer and be responsible for all deviations, violation or breach of any of the rules and regulations to be observed and performed conditions or laws, by-laws or alongwith all the terms and conditions contained in this agreement.

The purchaser hereby agree to keep the First Party indemnified, secure and harmless against all costs and consequences and of damages arising on account of non compliance with the said laws, by-laws, rules or regulations requirements, requisitions, demands and repairs.

- covenants to keep and maintain the hereby purchaser the That 30. residential unit's periphery walls and partition walls and sewers, drains, appurtenances thereto in such, state ,order and condition in which it have been delivered to him and in particular so as to support, shelter and protect the parts of the said residential building other than the residential unit & shall be liable for any loss/damage to the adjacent flat on account of his inaction.
- 31. That the purchaser shall not use or permit the flat to be used for any purpose whatsoever other than for the residential purposes.
- The purchaser shall not use the residential unit for any purpose which may cause (a). nuisance or annoyance to occupiers/owners of the other residential units of the said building or to crowd the lifts, stairs etc. or use it for any illegal or immoral purpose.
- (b). That the purchaser shall not store in the said residential unit goods of hazardous or combustible nature or which are so heavy so as to cause any defect or damage to the construction or the structure of the said building or any part thereof.
- (c). That the purchaser hereby agrees not to cause or cause to be done in or about the said residential unit, any act which may tend to cause damage to any flooring or ceiling

For Andes Town Planners Pvt. Ltd. Authorised Signatory Asha Nigam

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or any residential units over/below or adjacent to their residential/ unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.

- (d). That the purchaser can display his name plate only at the space specified by the First Party or its nominee or its agent or body corporate as the case may be.
- (e). The purchaser shall not do or permit to be done any act or thing, which may render void or voidable any insurance on any part of the apartments in respect thereof
- 32. That the purchaser shall permit the First Party's permitted assign /nominee/body corporate /society as the case may be and its surveyors, agents workmen and others at all reasonable times to enter into upon the said flat or to any part thereof for the purposes of repairing and maintaining, rebuilding, cleaning, lighting and keeping in order and condition all common services and for acts necessary for effective maintenance of the common premises/services.
- 33. The purchaser shall not decorate /change the exterior of his flat otherwise than in the manner agreed to with the First Party or body corporate or in a manner which is not similar from which the same is previously decorated.
- 34. That the purchaser shall not make any structural alterations of whatsoever nature without the prior written consent of the First Party. The purchaser shall also not close or permit the closure of any verandahs, lounges, balconies or ducts etc.
- 35. The purchaser hereby agrees that he shall from time to time execute all papers and documents and do or omit to do all other things required by the First Party to safeguard the interest of the First Party and /or of the other buyers of the flats in the said apartment. On failure or non compliance with this clause, this agreement will ipso facto come to an end where upon the First Party shall refund all moneys received from the purchaser without interest and cancel the allotment after forfeiting the earnest money paid by the purchaser to the First Party.
- 36. That in the event of the building getting demolished due to any act of Government God or unforeseen circumstances beyond the control of the First Party the owners of flats by virtue of proportionate but undivided rights in the land will reconstruct the building jointly as it existed at their own cost which will be determined on proportionate basis.
- 37. That the purchaser, if residing outside India, shall be solely responsible to comply

For Andes Town Planners, Pvt. Lid.

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with the necessary formalities as laid down in the Foreign Exchange Management Act that of remittance of payments and for 1999 and other applicable laws including acquisition of the required declaration as prescribed in law.

- 38. That it is hereby agreed that after execution of this agreement all correspondence, agreement registered or unregistered, shall be deemed to be part of this agreement unless the context otherwise states.
- purchaser shall get his complete address registered with the First mentioned in this agreement will be taken as its 39. That Party, otherwise the address as registered address. It shall be the responsibility of the purchaser to inform the First registered A.D. Letter about all subsequent changes, if any, in his address, failing which all demands notices and letters posted to the purchaser, at the above mentioned address by registered post as mentioned in this agreement will be deemed to have been delivered at the time when those should ordinarily reach such address and the purchaser shall be responsible for any default in payment or otherwise and other consequences that might occur therefrom.
- 40. That all disputes, if any, including all matters incidental or in relation thereto shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost of arbitration will be borne by the party referring to the Arbitration. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitration shall be Lucknow. It is agreed that all disputes shall be subject to the jurisdiction of Lucknow Courts only
- 41. That the purchaser agrees that, if as a result of any statutory action, legislation, order or rule or reasons beyond its control including force majure or act of God the possession of the said flat to the First Party after allotment is unable to deliver purchaser, the only responsibility and liability of the First Party will be to pay to the purchaser the total amount that may have been received by the First Party. The refund shall be made by the First Party at the time and in the manner as may be decided by the First Party and save as aforesaid, the purchaser shall have no right or claim against the First Party, its Directors, agents etc. in relation to the allotment and agreement in respect thereof.
- That it is also agreed that if the Purchaser/Second party wants to alter any specification, make additions, wants to get the flat finished to his desired standard then after written approval of the First Party he can independently enter into a separate agreement with the approved contractors of the First Party for which the Second party will make payment to it/him directly and for this specific purpose, without prejudice 13 Pm

For Andes Town Pinnaers Pvt. 11d.

Asha Nigam

temporary possession of flat shall be given by the First Party to the purchaser.

43. That the possession of the said flat shall not be handed over to the purchaser by the First Party in pursuance of this agreement to sell. The possession of the flat shall be delivered to the purchaser and the registration of the sale deed in favour of the purchaser shall be done by the First Party only after all the payments due in respect of the flat and other charges payable by the purchaser have been paid to the satisfaction of the First Party.

44. That the terms and conditions of this agreement shall also be applicable to the sale deed to be executed later on.

45. That the terms and conditions of this agreement can be altered, modified or changed or new clauses added or subtracted through a supplementary agreement or exchange of letters on mutually accepted terms and/or conditions.

46. That all the expenses for execution and registration of this agreement shall be borne/ have been borne and paid by the purchaser and in case, any further stamp duty or penalty is levied the same shall be the sole liability of purchaser alone.

IN WITNESS WHEREOF the parties to this agreement have put their respective signatures on this 27th day of December 2010 at Lucknow.

For Andes Town Planners Pvt. Ltd.

Witnesses:

1. Name PRAVAL VPASHYAL

1. First Party

Sign. Sanday Gardhi Puren

Address. 310, Sanday Gardhi Puren

Parafau,

2. Name Lawta Myam 2.
Sign Myain Address 5-14 Circuit House below.

2. Purchaser(s)

## **ROHTAS "PLUMERIA HOMES"**

## SPECIFICATIONS - CATEGORY - A

SMIC CONSIDERATION	Considering Zone - IV, Earthquake resistance RCC framed construction	
- LORBY PASSAGE		
NG, DINNING & LOBBY/ PASSAGE	Vitrified Tiles (2'0" X 2'0")	
or		
la	Pleasing shades of OBD POP cornics with OBD in Living & Dining only.	
ling		
EDROOMS	Wooden laminated in Master bedrooms & Vitrified Tiles in remaining bedrooms	
oor	Pleasing shades of OBD	
alls	OBD	
elling		
BALCONIES	Antiskid Ceramic Tiles	
loor	Weather proof Paint finish	
Valls/ Celling	Weather proof Campa	
	Ceramic Tiles upto 2 feet above counter & OBD in balance area	
KITCHEN	Ceramic Tiles upto 2 feet above counter & OBS	
Walls	Antiskid Ceramic Tiles	
Floor	Granite CP fittings SS Single bowl / Single drain board Sink, Exhaust Fan	
Counter	CP fittings SS Single bowl / Single drain board Sink, Estate	
Fittings/Fixtures		
TOILETS ( Except Servant's Toilet )	Ceramic Tiles till 7' 0" height, Mirror & Acrylic Emulsion Combination	
TOILE IS ( Except servant	Ceramic Tiles	
Walls	Antiskid Ceramic Tiles Granite in Master Bed Toilet Granite in Master Bed Toilet	
Floor	Granite in Master Bed Toilet Standard: WC & Wash Basin. CP fittings by Jaquar or equivalent.	
Counter Fittings/Fixtures	Standard: WC & Wash Date	
2001		
SERVANT ROOM	OBD Commin Tiles	
Walls	Terrazo / Ceramic Tiles	
Floor	OBD	
Ceiling		
DOORS	Seasoned Hardwood frames with moulded skin shutters	
Internal	Teak Veneered & Polished Shutter	
Enterance Door	Aluminium / U.PVC	
External Doors & Windows	Aluminium	
Hardwares		
	Copper Electrical wiring throughout in concealed conduit with	
ELECTRICAL		
ELLOTTUS	with protective MCBs. Modular switches.  with protective MCBs. Modular switches.	
	with protective MCBs. Modular switches.  Power back up to be provided in each apartment upto 1 KW.	
	Round the Clock Security	
SECURITY SYSTEM	Combination of Stone & Textured Paint finish	
FACADE		
	Provision of piped gas supply, Provision of piping for	
EXTRA FEATURES	Provision of piped gas supply	
EXTRA FEATURES	Spilit Ait Conditioning	

NOTE: The above specifications are only indicative & some of these may be changed in consulation with the Architect or equivalent provided at the discretion of the company.

For these Town Flagmers Pyt. Ltd.

redening Signatury

AshaNigam

### ROHTAS "PLUMERIA HOMES" PAYMENT PLANS

### PLAN - A: DOWN PAYMENT

At the time of booking

50 %

Within 07 days of booking

85 % + Car Parking,

At the time of possession

5% + IFMS, EDC, PLC, Club

Charges & Misc.

### PLAN - B: TIME LINKED PAYMENT PLAN (Available For Tower P & M only)

At the time of booking 10%

Within 30 days of booking 50% + Car parking

Within 3 months of booking 7.5% + PLC

Within 6 months of booking 7.5%

Within 9 months of booking 5%

Within 12 months of booking 5%

Within 15 months of booking 5%

Within 18 months of booking 5%

At the time of Possession 5% +(IFMS, EDC, Club Charges & Misc.)

Acha Nigam



# ANDES TOWN PLANNERS PVT. LTD. Office: TCG - 3/3, Vibhuti Khand, Gomti Nagar, Lucknow.

No.1834

Dated 20/12/10

Received with thanks from Shri/Smt. Asha Nigan &
Mr. Ram Sayan Nigan
the sum of Rupees One lac Only.
by Cash/Cheque/Draff No. 373254 Dated 21/12/10
Drawn on Bank State Bank of Dikana & Jaipm Branch Kanpur.
on account of Rohtas Plumeria
towards_Bookinj
Plot/Block No. M Flat/Shop/Unit No. 1101 Floor 11th Type 2017
EOR ANDES TOWN DI ANNEDS DVT I TO

Rs. 1,00,000/-

Subject to Encashment of Cheque/Draft





## ANDES TOWN PLANNERS PVT. LTD.

No. 1852

Office: TCG - 3/3, Vibhuti Khand, Gomti Nagar, Lucknow.

Dated 27/12/10

Received with thanks from Shri/Smt. Asha Nigam &
M. Ram Salan Nigam
the sum of Rupees Thinty Three Lac Eighty Six Thousand Six Hundred Swenty Fire O
by Cash/Cheque/Draft No. 867942 Dated 30/12/10
Drawn on Bank State Bank of India Branch Lucknew.
on account of Robbon Plumaia
towards Following
Płot/Block No. M Flat/Shop/Unit No. 1101 Floor 11th Type 200
BS P - 22 PART OF TOWN PL VVT. LTD.

Rs. 33,86,675/ Senicoracdonking - 1,65,000/Subject to Encashment of Cheque/Draft Total - 33,86,675/-

Authorised Signatory



## ANDES TOWN PLANNERS PVT. LTD.

Office: TCG - 3/3, Vibhuti Khand, Gomti Nagar, Lucknow.

No. 6501

Dated 13/09/2018

Received with thanks from ShrifSmt. Acta Niga	m
· J	
the sum of Rupees One Lac Soventy Five Thou	sand Ouly
by Cash/Cheque/Draft No. 953277	
Drawn on Bank State Bank of Irdia	
on account of S. Tax & GST & EDC & 24 months M	
towards Roman Plumania Homan	
Plot/Block No. M Flat/Shop/Unit No. 1101 Floor	Type 2B. H.K

Rs. 175000-

S. Tap = 128474 GST = 7379 EDC = 7379 24 month montoner 31392 For ANDES TOWN PLANNERS PYTOLTD

Authorised Signatory Authorised Signatory

Subject to Encashment of Cheque/Draft

175000-

## Z1465248

## INDIA NON JUDICIAL Government of Uttar Pradesh





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-UP05080440544971Q

20-Sep-2018 03:48 PM

SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN

SUBIN-UPUPSHCIL0106076682764593Q

**ASHA NIGAM** 

Article 23 Conveyance

FLAT NO.M-1101, 11TH FLOOR, BLOCK-M, ROHTAS PLUMERIA

HOMES, TCG-3/3, VIBHUTI KHAND, GOMTI NAGAR, LKO

ANDES TOWN PLANNERS PVT LTD

**ASHA NIGAM** 

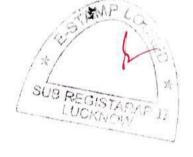
**ASHA NIGAM** 

2.71.700

(Two Lakh Seventy One Thousand Seven Hundred only)

33238







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





FOR ANDES TOWN PLANNERS PVT. LTD. Authorised Signatory





- 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.
- 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

### भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर द्वितीय

लखनऊ

क्रम

2018226033238

आचेरन संख्या : 201800821093352

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनाँक

2018-09-22 00:99-00

प्रस्तुतकर्ताया प्राधीका नाम

आशा निगम

लेख का प्रकार

विक्रय पत्र

प्रतिफल की धनराशि

3696600

/ 4017338

1 . रजिस्ट्रीकरण शुस्क

20000

2 . प्रतिलिपिकरण शुल्क

100

- 3. निरीक्षण या तलाश शुल्क
- 4 . मुख़्तार के अधिप्रमाणी करण लिए शुल्क
- 5. कमीशन शुल्क
- 6. विविध
- 7 . यात्रिक भत्ता

1 से 6 तक का योग

20100

शुल्क वसूल करने का दिनाँक

2018-09-22 00:00:00

दिनाँक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा

2018-09-22 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ANDES TOWN PLANNERS PRIVATE

LIMITED

26/08/2006

Permanent Account Number

AAGCA0816R

31102008



### भारत सरकार GOVERNMENT OF



राकेश कुमार श्रीवास्तव Rakesh Kumar Srivastava जन्म वर्ष / Year of Birth : 1965 पुरुष / Male



7231 8653 7943

## आधार — आम आदमी का अधिकार



# भारतीय विशिष्ट पहचान प्राधिकरण

१३ - ए, अवधपुरी विस्तार, छोटी मस्जिद के पीछे, सर्वोदय नगर, इंदिरा नगर, लखनऊ, उत्तर प्रदेश, 226016

पताः S/O परमेश्वरी दयाल सिन्हा, म. न. Address: S/O Parmeshwary Dayal Sinha, H. No. 13 - A, Awadhpuri Ext., behind chhoti masjid, Sarvodaya Nagar, Indira Nagar S.O, Lucknow, Uttar Pradesh, 226016



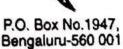
1800 180 1947



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www.uidai.gov.in





### भारत सरकार

### Government of India



आशा निगम Asha Nigam

जन्म तिथि / DOB : 09/08/1948

महिला / Female



7574 9018 7381

आधार - आम आदमी का अधिकार

Asha Nigami-7840077432 (M)



### Unique Identification Authority of India

पताः

W/O: राम सरन निगम, रेसिडेन्स टाइप- 5, डिस्ट्रिक् जज कमपाउंड, कोर्ट कमपाउंड कॉप्लेक्स, मथुरा, मथुरा, मथुरा, उत्तर प्रदेश, 281001 Address:

W/O: Ram Saran Nigam, Residence Type- 5, District Judge Compound, Court Compound Complex, Mathura, Mathura, Mathura, Uttar Pradesh, 281001

7574 9018 7381



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www



Asha Nigami. 7840077432(M)



8960958529 (M)





### Government of India



कविता निगम Kavita Nigam

जन्म तिथि/ DOB: 24/10/1973

महिला / FEMALE



9218 1822 3422

मेरा आधार, मेरी पहचान

Vigam

8960958529 (M)



Unique Identification Authority

पता: रेसिडेन्स टाइप- 5, डिस्ट्रिक् जज कमपाउंड, कोर्ट कमपाउंड कॉप्लेक्स,मधुरा, मधुरा, मधुरा, उत्तर प्रदेश - 281001

Address: Residence Type- 5, District Judge Compound, Court Compound Complex, Mathura, Mathura, Mathura, Uttar Pradesh - 281001

9218 1822 3422





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www.uidal.gov.in





### भारतीय विशिष्ट पहचान प्राधिकरण

### भारत सरकार

Unique Identification Authority of India Government of India

नामांकन क्रमांक Enrolment No.: 1218/25010/03673

To,

Vinita Upadhyay

विनीता उपाध्याय

W/O Praval Upadhyay

10/433 RATAN SHANTI APARTMENT KHALASI LINE

Kanpur Kanpur

Kanpur Nagar

Uttar Pradesh 208001

Mobile:



UC 04342089 2 IN

Ref No.:4I2B3E9X-4342089

1. 10015 9839010015

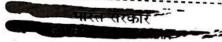


आपका आधार क्रमांक / Your Aadhaar No. :

3434 1093 2490

आधार — आम आदमी का अधिकार







विनीता उपाध्याय Vinita Upadhyay

जन्म वर्ष / Year of Birth : 1972 महिला / Female

3434 1093 2490





आधार — आम आदमी का अधिकार





### भारतीय विशिष्ट पहचान प्राधिकरण

### भारत सरकार Unique Identification Authority of India Government of India

नामांकन क्रम / Enrollment No.: 2017/78697/21894

To प्रवाल उपाध्याय Praval Upadhyay S/O: Vyas Narain Upadhyay 539 K / 100 K / 310 Sanjay Gandhi Puram Opp. Lekhraj Market Lucknow

Indira Nagar Lucknow Lucknow Uttar Pradesh 226016 9 9554264646

MA991966890ET



आपका आधार क्रमांक / Your Aadhaar No. :

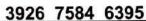
3926 7584 6395

मेरा आधार, मेरी पहचान





Praval Upadhyay जन्म तिथि / DOB : 13/06/1971 पुरुष / Male



मेरा आधार, मेरी पहचान

055426464b

### Sale Consideration:-Rs.36,96,600/-Valuation:-Rs.40,17,338/-Stamp Duty Paid:-Rs.2,71,700/-

### Sale Deed

Residential Flat 1. Kind of Property

Chinhat 2. Ward

Vibhuti Khand 3. Place

Flat No.M-1101 (Block-M) Eleventh 4. Detail of Property

Floor in Rohtas Plumeria Homes at

Plot No. TCG-3/3, Vibhuti Khand,

Gomti Nagar, Lucknow

Square Meter 5. Unit of Measurement

Super Area 121.52 Sq Mtr 6. Area of Flat

Covered Area 99.61 Sq Mtr

Segment Road and Corner 7. Other Details

Finished/Semi-Finished 8. Condition

New 9. Year of Construction

Rs.36,96,600/-10. Sale Consideration

No. of Purchaser (2) 11. No. of Seller (1)

(A) Seller(s) Description

M/s Andes Town Planners Pvt. Ltd Name

27/18, Raja Ram Mohan Roy Marg, Permanent Address

Lucknow (Admin Office) As Above Present Address

**Business** Occupation

(B) Purchaser(s) Description

Asha Nigam 1. Name

Shri Ram Saran Nigam Husband's Name

A1, Judges Colony, Raibareli, U.P. Permanent Address

Present Address As Above

PAN Number AKPPN0667F

Mobile Number 7840077432

FOR ANDES TOWN PLANNERS PVT. LTD.

Asha A Nigam Asha Nigam

Occupation

Housewife

2. Name

Kavita Nigam

Father's Name

Shri Ram Saran Nigam

Permanent Address

A1, Judges Colony, Raibareli, U.P.

Present Address

As Above

PAN Number

AFBPN9504Q

Mobile Number

8960958529

Occupation

Service

This DEED OF SALE is entered into between:

M/s Andes Town Planners Private Limited a company incorporated under the Companies Act, 1956 and having its registered office at 55 T, Sector 8, Jasola Vihar, New Delhi - 110025 hereinafter referred to as "SELLER/FIRST PARTY" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors, transferees, assigns and nominees etc.) of the First Partthrough its Authorised Signatory Mr. Rakesh Kumar Srivastava son of Parmeshwary Dayal Sinha resident of 13-A, Awadhpuri Ext. Sarvodaya Nagar, Indira Nagar, Lucknow, authorised to sign this deed vide Board Resolution dated 19/09/2018

### AND

Asha Nigam wife of Shri Ram Saran Nigam and Kavita Nigam daughter of Shri Ram Saran Nigam both residents of A1, Judges Colony, Raibareli, U.P. hereinafter referred to as the "PURCHASER /SECOND PARTY" (which expression shall mean and include his heirs, legal representative, transferees, successors, assignees, administrators and nominees etc.) of the Second part,

(Whenever the Purchaser is a female the expression "he", "him", "himself" etc. in this Agreement in relation to the Unit shall be read and construed as "she", "her", "herself" etc. These expressions shall be deemed as modified and read suitably and whenever the Purchaser is a Joint Stock Company, Body Corporate or a Firm or any Association/Society/Society of Persons and whenever there are more than one Purchaser, the expression Purchaser in

FOR ANDES TOWN PLANNERS PVT. LTD.

Asha Nigam.

Authorised Signatory

the Agreement shall be construed as including each of such Purchasers and their respective heirs, executors, administrators, legal representatives, nominees, successors, transferees and assigns etc.)

WHEREAS M/s UP Township Pvt. Ltd. purchased at an auction held by the Lucknow Development Authority, rights of land admeasuring 73018.74 sq.mtrs bearing Plot No TCG-3/3 Vibhuti Khand, Gomti Nagar Scheme, Lucknow, Uttar Pradesh. In pursuance thereof, the Lucknow Development Authority, a body corporate constituted under the Uttar Pradesh Urban Planning & Development Act, 1973 (hereinafter referred to as the LDA) entered into Agreement to Sell dated 31.10.2005 which was duly registered as Document No.9526, Volume No.5354, Book No.1 at pages 85 to 114 with the Sub-Registrar, Lucknow on 31.10.2005.

AND WHEREAS freehold charges having been deposited, Sale Deed dated 8.09.2006 was executed in favour of the UP Township Pvt. Ltd. and registered as Document No.8478, Volume No.6033, Book No.1 at pages 131 to 156 with the Sub-Registrar, Lucknow on 8.09.2006.

**AND WHEREAS** possession of Plot No. TCG-3/3 Vibhuti Khand, Gomti Nagar Scheme, Lucknow (hereinafter referred to as the 'Said Plot') was handed over to the UP Township Pvt. Ltd. and was assumed by them.

**AND WHEREAS** the said plot of land has been sold to the UP Township Pvt. Ltd. for setting up a residential-cum-commercial Complex thereon as per the plans sanctioned / approved by the competent regulatory authorities of LDA.

AND WHEREAS M/s UP Township Pvt. Ltd., transferred the said plot alongwith constructions thereon in favour of First Party i.e. Andes Town Planners Pvt. Ltd. vide Transfer Deed dated 24/07/2008 which is registered with the office of Sub Registrar Lucknow in Book No. 1 Volume No. 7651 at pages 127 to 152 at Serial No. 7048 on 24/07/2008.

AND WHEREAS after the registration of transfer deed the First Party became the absolute owner of the said property.

AND WHEREAS the residential-cum-commercial Complex to be developed on the said plot of land andresidentialtowers shall be known as "Rohtas Plumeria Homes", but for

FOI ANDES TOWN PLANDERS PVT. LTD.

Authorised Signatory

Asha Nigam Vrigam

Vrigam

convenience in this deed of sale, it shall hereinafter be referred to as the 'said complex'.

AND WHEREAS the design for the Complex provides multistoreyed construction with commercial and residential use.

AND WHEREAS it is made clear that the use of the term 'complex' in this deed of sale may mean the whole complex or only the residential part or only the commercial part, as the context requires.

AND WHEREAS the purchaser, being interested in purchasing the residential Flat No.M-1101 on Eleventh Floor in Block 'M' measuring about 121.52 Square Meter (super area) had applied for allotment and said flat has been allotted to him for sale in residential apartment in the said complex with proportionate interest (in relation to the apartment) in land earmarked for residential complex on total sale consideration of Rs.36,96,600/- (Rupees Thirty Six Lac Ninety Six Thousand Six Hundred only);

**AND WHEREAS** the Purchaser has perused photocopies of the Sale Deeds dated 8/09/2006 & 24/07/2008 and has also apprised himself of the laws, notifications, rules and regulations applicable and has fully satisfied himself about the right, title and interest of the First Party in the said property.

AND WHEREAS the Purchaser hereby undertakes that he shall abide by all laws, rules & regulations and terms & conditions of the LDA and / or of the Uttar Pradesh Government, the Local Bodies, the U.P. Apartment Ownership Act, U.P. Urban Planning & Development Act, 1973 and shall be liable for defaults or breaches of any of the conditions, rules or regulations as may be applicable to the said complex, including the Sale Deed dated 8.09.2006.

**AND WHEREAS** the Purchaser has understood the fact that the ownership and occupation of Flat in the said complex will be subject to a number of restrictions as also obligations as detailed in this deed and he offers and undertakes to so conduct himself;

**AND WHEREAS** the Purchaser is fully aware that certain common facilities are yet to be completed and the same will be completed in phases and the purchaser has agreed to take possession of the said flat on as-is-where-is basis. The seller

FOR ANDES TOWN PLANNERS PVT. LTD

Authorised Signatory

Asha Nigam Wingaw

has agreed on the said proposal of the purchaser and has agreed to execute the sale deed of the said flat on as-is-where-is basis in favour of the purchaser and Seller hereby confirms that the said flat being sold is free from all sorts of encumbrances, liens, attachments, mortgages charges, litigation or dispute etc.

AND WHEREAS in pursuance to the aforesaid application for allotment, and on assurance of the continued performance of the various terms and conditions and obligations enumerated herein, the Seller had allotted vide letter dated 20/12/2010 the Purchaser one Residential Flat No. M-1101 in 'M'-Block measuring 121.52 square meters (super area) on Eleventh Floor in the complex known as "ROHTAS PLUMERIA HOMES" situated at Plot No. TCG-3/3, Vibhuti Khand, Gomti Nagar, Lucknow together with proportionate undivided share in the land earmarked for residential portion and falling under the respective block measuring about 29.88 square meters alongwith the right to use one car parking (more specifically described in the Schedule hereto). AND WHEREAS it is understood and agreed between the parties that the person signing this deed as Authorised Signatory on behalf of Seller/First Party has been merely authorized to execute and sign this deed and shall not at any point of time be held responsible for the covenants of this deed or other documents exchanged between Seller/first and Purchaser/second party and all responsibility/liability financial or other shall be of Seller i.e. Andes Town Planners Pvt. Ltd. and its Directors.

### NOW THIS DEED OF SALE IS WITHNESSETH AS UNDER-

1. That in pursuance of the above and in consideration of Rs.36,96,600/- (Rupees Thirty Six Lac Ninety Six Thousand Six Hundred only) paid to the Seller (the receipt whereof the Seller do hereby acknowledges), the Seller doth hereby transfer, convey and assign by way of sale of Flat No. M-1101 in 'M'-Block measuring super area 121.52 square meters (approx) and covered area 99.61 square meters (approx) on Eleventh Floor in the complex known as "ROHTAS PLUMERIA HOMES" situated at Plot No. TCG-3/3.

For ANDES TOWN PLANNERS PVT. LTD

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Vibhuti Khand, Gomti Nagar, Lucknow together with proportionate undivided and un-demarcated share in the land earmarked for residential portion and falling under the respective block measuring about 29.88 square meters and right to use One(1) Semi-covered car parking (hereinafter referred as the 'said flat') more fully detailed at the foot of this deed of sale to enjoy the same as his property as absolute owner on the terms and conditions mentioned hereinafter.

2. That the Purchaser has fully satisfied himself about the

quality of flat.

- 3. That it is further agreed that in case any further additional development charges are demanded before or after delivery of the possession of the Unit or are payable to Lucknow Development Authority or any other Government agencies in respect of the said property due to statutory requirement, proportionately be shall same purchasers of the complex and will be paid directly to them or to the Seller separately on demand. However statutory charges, dues, penalty etc. unpaid upto the date of execution and registration of this sale deed shall be the responsibility of the Seller and the Purchaser shall not be liable for such dues.
- 4. That the Seller alone is entitled to get refund of the various securities deposited during construction of the building with various Government authorities for electric, water and sewer connections etc.
  - 5. That the Purchaser shall additionally pay on demand, if applicable, to the First Party his proportionate share of the cost for the provisions of external electrification, installation of electric sub-station, meter box, electric meter & related expenses thereon.
  - 6. That save and except as provided hereinafter in this Deed, the Purchaser shall have no claim, right, title or interest except right of the ingress and egress in respect of all or any of common area, such as, stair cases, lobbies etc. comprised in super area, which shall be commonly shared/ used by the owners of the other portion of the building. The possession of the common areas may be handed over to the proposed body organization society/maintenance corporate/

For ANDES TOWN PLANNERS PVT. LTD.

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- appropriate time to be decided by the seller (but subject to residuary rights).
- 7. That the purchaser shall in no way or manner be entitled to block the common areas, such as corridors, lobbies, stair cases, entrance, parking area, gardens, terrace, water tanks, pumps, motors, pipes, ducts and in case he does so, the seller and the owners of other units, shall have right to remove the constructions, obstructions forthwith at the cost of the purchaser.
- 8. That the purchaser has examined the nature and quality of the constructions and he is fully satisfied with it. The purchaser hereinafter shall not be entitled to raise any sort of dispute or claim in respect of the, nature, quality, stability workmanship or anything or matter relating to or incidental to the construction of the said flat and the building including the common portions and amenities. It is also understood and agreed that any claim for facilities and services other than the flat will be operational at the end of the completion of entire project though every effort will be made to provide them as early as possible.
- 9. That if the purchaser observes any defect in the flat after taking possession of the flat, he shall inform the Seller of the defect in writing and the Seller will remove such defect at its cost, provided the defect is not due to any misuse, changes, etc., or sub-standard work undertaken by the purchaser. Further, the liability of the Seller for rectification of defect will be restricted for a period of 12 months only from the date of taking possession of the flat and is subject to the approval by the architect of the Seller and is limited for the removal of any inherent defect only.
- That the purchaser has paid the price and other charges on 10. the basis of the super area/covered area of the demised unit.
- That the purchaser shall pay all the taxes, payable in respect 11. of his flat to the Nagar Nigam or State Government or Central Government or any other authority(s) empowered to impose the tax as and when applicable.

12.

A. That the Purchaser shall not use or permit the flat to be used for any purpose whatsoever other than as residential purpose.

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B. The purchaser shall not use the Residential flat for any purpose which may cause nuisance or annoyance to occupiers/owners of the other Residential flat of the said building or to crowd the lifts stairs etc. nor use it for any illegal or immoral purpose.

C. That the purchaser hereby agrees not to cause or cause to be done in or about the said Residential flat, any act which may tend to cause damage to any flooring or ceiling or any flats over/below or adjacent to their Residential flat or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.

D. That the purchaser can display his name plate or board only at the space specified by the Seller or its nominee or its agent or body corporate/ maintenance agency as the case may be.

E. The purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance on any part of the complex in respect thereof.

13. That the purchaser shall not store in demised flat any goods of hazardous or combustible nature or which are dangerous for human life as well as for the structure of the building or

goods which are so heavy so as to affect the constructions or structures of the building of the other flats owners.

That except for the said flat mentioned above including the 14. super area all other areas shall belong to the Seller which includes club, gym, swimming pool, community hall, stores, utilities, Guard Room, Parapet walls etc. except otherwise specifically permitted to be used or sold. However the roofs and open area may be used by the purchasers on written permission of the Seller for specified limited purposes and duration.

That the Seller shall be entitled to make additions, raise 15. storeys except on towers wherein possession has been handed over & including Tower 'L' and 'N' )or to put up additional structures, additional towers etc. as per its convenience in all the area including rights to construct by way of permissible purchasable FAR and it shall be the sole property of the Seller who shall be entitled to use or dispose

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off it in any way it choose without interference on the part of the Purchasers. The Seller shall be entitled to get electric, water, sanitary and drainage fittings on the additional structure/storeys with the existing electric, water, sanitary and drainage sources etc. at its own cost.

- 16. That it is, further, agreed between the parties that the terrace of the building including the parapet walls shall always be the property of the Seller who shall be entitled to use the said terrace including the parapet walls for all purposes including the display of advertisement and sign boards, or any other use. The purchaser hereby gives his consent to the same and agrees to it without any pre-condition financial or otherwise. However the same shall be handed over to RWA for use of residents
  - 17. That the purchaser shall permit the seller or the Co-operative society/ Maintenance Agency or their nominees at all reasonable times to enter into the premises for inspection and maintenance/repairs of the building.
  - 18. That the purchaser shall keep and maintain the sewer line, including water passage and the sewer pipe running through the demised flat and would not allow it to be choked up or damaged thereby causing inconvenience to the owners/occupiers of the other flats.
  - 19. That the Purchaser and the owners of other flats, their transferees shall keep their premises, floors ceiling and four walls in their possession in good repair and if at any time by way of any act of God or natural calamity or any unforeseen circumstances the whole or part of the Building falls down or is damaged, then the owners of different flats or their transferees shall get the foundations, walls, beams, columns, toilets and roof etc. on the ground, first, second, third, fourth or subsequent floors made of such stability as may be agreed to between the flats owners, so that it may bear the load of the flats akin to the flats on the ground, first, second, third, fourth and subsequent floors, if any, failing which the other purchaser/ owners of the other flats or either of them shall get the foundation, walls, beams, columns, toilets and roofs etc. on the ground, first, second, third fourth and subsequent floors constructed in order to build their flats on

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20. That the maintenance of the complex would be done in the

manner as is laid down below:-

A. That it is proposed by the Seller to form an Association of owners as per provisions of Law and the maintenance of the entire complex will subsequently be transferred to the association at a time deemed fit by the Seller which will be done through exchange of letters between the Seller and the Association and the Purchaser agrees to the same and also agrees to pay the monthly charges as demanded by the association/ society.

- B. That after the possession of Flat and before delegation of authority to the association to maintain the Flats, the intervening period will be controlled maintained and administered by the Seller or its permitted assign(s) at a charge on the basis of super build up area to be determined from time to time and it has been agreed by the purchaser to pay every month in time the maintenance charges as imposed by the Seller or its permitted assign(s) whether they are occupying the flat or not and whether they have taken the possession of the flat or not after the offer of possession has been given by the Seller.
- C. That simultaneously with the possession of the flat the purchaser will enter into a maintenance agreement with the Seller / body corporate / permitted assign, a standard copy of which has been seen understood and approved by the purchaser.
- D. That the purchaser shall also pay, if not paid, security deposit as determined by the Seller or its nominee the interest of which will also go to the maintenance of the complex apart from the regular monthly charges, Once association is formed, this amount will be directly transferred to the Association in at least three yearly equal tranches from the date of sale deeds.

21. That the purchaser shall maintain their flat in good condition

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and order and shall abide by all laws, byelaws, rules and other regulations of the Government / Local Bodies and / or any other Authority(s) and shall attend, answer and be responsible for all deviations, failures or breach of any of the conditions and keep the Seller / owners indemnified, secured and harmless against all costs and consequential damages arising due to non-compliance of the said laws/ bylaws/ regulations/demands.

22. That the purchaser shall not make any structural changes or alternation. The purchasers are not permitted to close any verandah, lounges, etc.

However, if, the purchaser wants to alter any specification, make additions, and/ or want to get the flat finished to his desired standards then after approval by the seller they can independently enter into a separate agreement with the approved contractor of the Seller for which the purchaser will make the payment to him directly.

However the colour scheme and the master plan shall not be altered or changed nor the symmetry of the building shall be altered.

- 23. That housing project has the facility of swimming pool, gymnasium, security, power backup and lifts but the project is under development in block wise and as such these facilities are not in function except lift and security in the blocks where the people are residing. Neither the occupants nor any owner/allottee will raise the demand to provide these facilities in the project till completion of entire project.
- 24. That the purchaser shall not be allowed to throw or accumulate any dirt, garbage, rubbish, rage or other refuge or permit the same to be accumulated in his flat or in the compound or any portion of said Complex, except at a place provided by the Nagar Nigam/ Society/Seller.
- 25. That the purchaser shall take his own electric connection from Lucknow Electric Supply Authority and will pay for the electricity consumed for his portion.
- 26. That the said entire Complex shall be known as "ROHTAS PLUMERIA HOMES" and the name of the building shall not be changed under any circumstances by the purchaser.

For ANDES TOWN PLANNERS PVT. LTD.

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- 27. The colour set up of built up area shall be such as to be in conformity with the scheme applicable to all owners / flat holders in general for the purpose of maintaining symmetry.
- 28. That it is agreed that after execution of this Deed, all the correspondence, terms of application and allotment, agreement registered or unregistered shall be deemed to be part of this Deed unless the context otherwise requires.
- 29. That the purchaser shall get his complete address registered with the Seller otherwise the address as mentioned herein above shall be taken as its approved registered address. It shall be his responsibility to inform the Seller in writing about all subsequent changes, if any, in his address, failing which all demand notices and letters posted to the purchaser, at the registered address as mentioned in this sale deed shall be deemed to have been received by him at the time when those should ordinarily reach such address.
- 30. That in the case of joint intending purchaser all communications shall be sent by the seller to the purchaser whose name appears first at the address given by them herein before or as communicated thereafter which shall for all purposes be considered as information/notice to all the purchaser and no separate communication shall be necessary to the other named purchaser.
- 31. That the possession of the demised flat has been delivered on 12/09/2018 by the seller to the Purchaser.
- 32. That the Seller is in bona fide belief that all the payments made at all time to the Seller by the Purchaser has been generated from legal sources and is not involved in any illegal activities relating to terrorism, money laundering etc. and also adhering strict compliance of laws relating to Money laundering Act, Foreign Exchange management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. The Seller in any case shall not be responsible for any violation of aforesaid laws, rules and regulation. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by the Purchaser himself. The Purchaser shall always indemnify for any loss arising to the Seller due to such violation.

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- 33. That the purchaser has borne the stamp duty registration charges and all expenses in connection with the execution and registration of this Deed of Sale and other incidental expenses incurred in connection with the execution and registration of the sale deed.
- 34. That it is hereby agreed by both the parties that any dispute, claim, differences or liability, if any, arising out of this deed of sale or in respect of the property will be of civil in nature and the parties will not resort to criminal proceeding against each other in any circumstances whatsoever arising out this deed of sale as it does not fall within the purview of the criminal laws.
- 35. That all disputes, differences, claims, if any, in respect of or arising out of this Deed, and/all matters incidental or in relation there to shall be referred to arbitration as per Arbitration act in force and the award of the arbitrator shall be final and binding on all concerned. All expenses for arbitration including fee of arbitrator shall be borne by the party referring to arbitration. It is agreed that all dispute shall be subject to the jurisdiction of Lucknow courts only.
- 36. That the total covered area of the demised flat is about **99.61** square meters. Prevailing circle rate of the covered area is Rs. 26000/- per square meter on that basis the valuation of the covered area comes to Rs. 25,89,860/-. The proportionate undivided share in land for the demised flat is 29.88 square meters. The Housing complex is situated at corner and segment road. Prevailing circle for segment road as per V-Code-0256 is Rs. 65,000/- per square meter which is further increased by 10% thus the applicable circle rate for the land is Rs.71,500/- per square meter and value of land comes to Rs.21,36,420/-. Total market value of flat with proportionate land comes to Rs.47,26,280/-. Since the said flat is situated on Eleventh Floor, hence after deduction, @ 15% of Rs.7,08,942/- in the market value (47,26,280-7,08,942), the actual value comes to Rs.40,17,338/-. As the said complex is situated on corner and more than 18 meters wide segment

For ANDES TOWN PLANNERS PVT. LTD.

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road, the maximum increment in the land rate has been taken for the purpose of valuation of the land. Thus the total market value of the said flat with proportionate land comes to Rs.40,17,338/- the agreed sale consideration is Rs.36,96,600/- which is less than market value of the flat. Since the purchaser is lady stamp duty up to the market value of Rs.10,00,000/- is calculated @ 6% and on rest of the value @ of 7%. Thus stamp duty of Rs. 2,71,260/- on market value is payable on this deed, however stamp duty of Rs.2,71,700/-has been paid on this deed of sale through E-Stamp No. IN-UP05080440544971Qdated 20/09/2018.

- 37. Notwithstanding any clause/terms and conditions contained in this deed, the terms and conditions of the deed shall be governed by the provision of RERA (Real Estate Regulation and Development Act 2016) and the U.P. Apartments Act 2010 and other statutory provisions as applicable from time to time.
- 38. That this sale deed has been drafted by the undersigned as per instructions and documents provided by the parties i.e. Seller and Purchaser and hence for the covenants of this deed only they shall be responsible and liable to each other.

## SCHEDULE OF THE DEMISED FLAT

Flat No. M-1101 in Block 'M' measuring super area about 121.52 square meters and measuring covered area about 99.61 square meters on Eleventh Floor in the complex known as "ROHTAS PLUMERIA HOMES" situated at Plot No. TCG-3/3, Vibhuti Khand, Gomti Nagar, Lucknow together with proportionate undivided share in the land earmarked for residential portion and falling under the respective block measuring about 29.88 square meters alongwith right to use (1) One car parking. Boundaries of the demised flat are detailed and bounded as under:-

North

: FLAT NO. M-1104

For ANDES TOWN PLANNERS PVT. LTD.

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South

: OPEN TO SKY

East

: OPEN TO SKY

West

: LIFT/LOBBY/STAIR CASE

IN WITNESS WHEREOF the parties to this Indenture have put their respective signatures and seal on this 22<sup>nd</sup> day of September, 2018 at Lucknow.

## Witnesses:

1 Juin

1. Vinita Upadhyay W/o Mr. Praval Upadhyay R/o: 539K/100K/310, Sanjay Gandhi Puram, Opp. Lekhraj Market, Indira Nagar, Lucknow U.P.-226016 M-9839070015 Housewife

VX.

2. Praval Upadhyay S/o Mr. Vyas Narain Upadhyay R/o: 539K/100K/310, Sanjay Gandhi Puram, Opp. Lekhraj Market, Indira Nagar, Lucknow U.P.-226016 M-9554264646 Service

Drafted & Typed By:

(Benkat Raman Singh & Abhishek Singh) Advocate,

ANDES TOWN PLANNERS PVT. LTD.

Authorised Signatory Andes Town Planners Pvt. Ltd Authorised Signatory

Asha Nigam.

Purchaser(s)

प्रतिफल- 3696600 स्टाम्प शुल्क- 271700 बाजारी मूल्य - 4017338 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 100 योग : 20100

श्रीमती आशा निगम . पत्नी श्री राम सरन निगम

व्यवसाय : गृहिणी

Asha Nigam.

निवासी: ए-१, जज कोलोनी, रायबरेली

ने यह लेखपत्र इस कार्यालय में दिनॉक 22/09/2018 एवं 12:03:02 PM बजे निबंधन हेतु पेश किया।





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

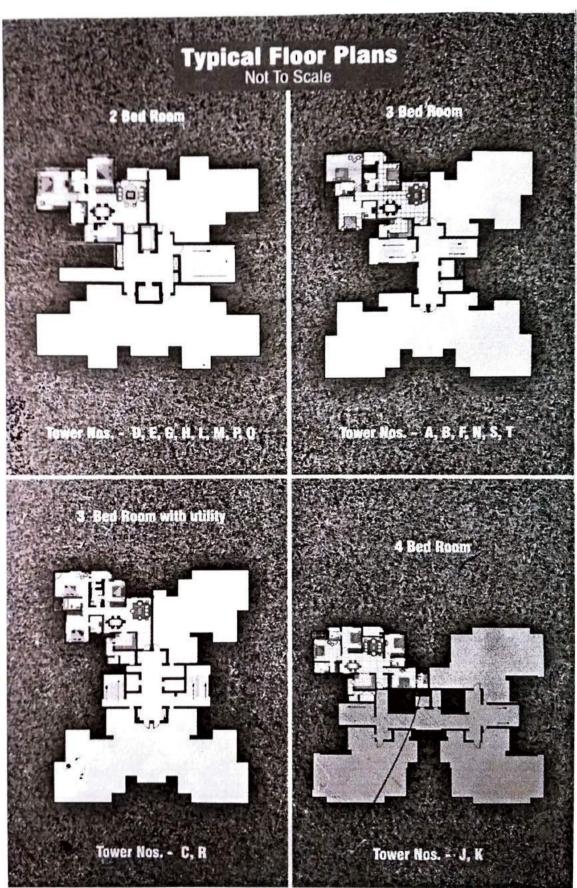
सन्तराम यदिव -(प्रभारी) उप निबंधक :सदर द्वितीय

> लखन्ऊ 22/99/2018

रामसागर त्रिपाठी . कनिष्ठ सहायक (निबंधन) - नियमित

प्रिंट करें





For ANDES TOWN PLANNED PATELLES Seller
Authorised Signatory

Asha Nigam.
Purchaser Vin Rom

## निष्पादन लेखपत्र वाद सुनने य समझने मजमुन य प्राप्त धनराशि रु प्रलेखानुसार उक्त

विकेताः ।

श्री एंडेस टाउन प्लानर्स प्राइवेट लिमिटेड के द्वारा राकेश कुमार

श्रीवास्तव , पुत्र श्री पी डी सिन्हा

नियासी: 55टी जसोला विहार नई दिल्ली

टयवसायः ट्यापार

क्रेताः १

श्रीमती आशा निगम, पत्नी श्री राम सरन निगम

निवासी: ए-१, जज कॉलोनी, रायबरेली

टयवसाय: गृहिणी

Asha Nigam.

क्रेता: 2

सुश्री कविता निगम, पुत्री श्री राम सरन निगम

निवासी: ए-१, जज कॉलोनी रायबरेली

ट्यवसाय: नौकरी

ने निष्पादन स्वीकार किया । जिनकी पहचार

पहचानकर्ता : 1

श्रीमती विनीता उपाध्याय , पत्नी श्री प्रवल उपाध्याय

निवासी: ५३९क/१००क/३१०, संजय गाँधी पुरम, इंदिरा नगर लखनऊ

व्यवसाय: गृहिणी

पहचानकर्ता : 2

श्री प्रवल उपाध्याय , पुत्र श्री व्यास नारायन उपाध्याय

निवासी: ५३९क/१००क/३१०, संजय गाँधी पुरम

ट्यवसाय: नौकरी

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अगुरु नियमानुसार लिए

गए है। टिप्पणी :



















जस्ट्रीकरण अधिकारी के हस्ताक्षर

क्रिष्ठ सहायक (निबंधन

प्रिंट करें

## STATEMENT OF ACCOUNT

Name: ASHA NIGAM W/O RAM SARAN NIGAM, AWAS NO- J-3 JUHI

COLONY MUIR ROAD ALLAHABAD

Cleared Balance: 3,75,659.14Cr

Allahabad

Date: 19/09/2018

Time: 13:53:31

E-mail:

Uncleared Amount: 0.00

226010

STATE BANK OF INDIA

Branch Phone :2392009 IFSC : SBIN0009916 MICR : 226002017

Currency: INR

Account No.:35469034890

GOMTI NAGAR (LUCKNOW)
DEVALAYA, 2/38,
VIJAY KHAND, GOMTI NAGAR LUCKNOW,
UTTAR PRADESH

Product: SBCHQ-GEN-PUB IND-NONRURAL-INR

Drawing Power: 0.00 Nominee Name:

Page No.: 1

+MOD Bal: 0.00 Limit: 0.00

Int. Rate: 3.50 % p.a.

Statement From: 14/09/2018 to 19/09/2018

Balance	Credit	Debit	Chq.No	Details	Value Date	Post Date
897988.64Cr						
747388.64Cr				BROUGHT FORWARD:		
747500.040.		150600.00	430079	REMT THRU CHQ 32151 VIPUL KHAND-2,	19/09/18	19/09/18
375659.14Cr		371729.50	430081	SB Multicity Cheque REMT THRU CHQ 32151 VIPUL KHAND-2, SB Multicity Cheque	19/09/18	19/09/18
3,75,659.14Cr				NEFT UTR NO: SBIN518 262508800 STOCK HOLDING CORPOR		
				CLOSING BALANCE:		

Statement Summary

5,22,329.50

Cr. Count 0 Dr. Count 2 In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

\*\*\* END OF STATEMENT \*\*\*