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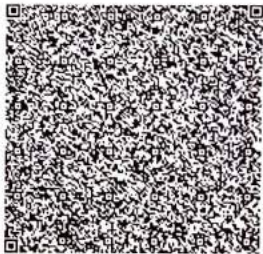
INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No. : IN-UP05080440544971Q
Certificate Issued Date : 20-Sep-2018 03:48 PM
Account Reference : SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
Unique Doc. Reference : SUBIN-UPUPSHCIL0106076682764593Q
Purchased by : ASHA NIGAM
Description of Document : Article 23 Conveyance
Property Description : FLAT NO.M-1101, 11TH FLOOR, BLOCK-M, ROHTAS PLUMERIA HOMES, TCG-3/3, VIBHUTI KHAND, GOMTI NAGAR, LKO
Consideration Price (Rs.) :
First Party : ANDES TOWN PLANNERS PVT LTD
Second Party : ASHA NIGAM
Stamp Duty Paid By : ASHA NIGAM
Stamp Duty Amount(Rs.) : 2,71,700
(Two Lakh Seventy One Thousand Seven Hundred only)

33238



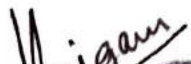
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For ANDES TOWN PLANNERS PVT. LTD.

 Authorised Signatory



Asha Ni gam. 

TQ 000586956

Statutory Alert:

1. 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 2018225033238

आवेदन संख्या : 201800821093352

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2018-09-22 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम आशा निगम

लेख का प्रकार विक्रय पत्र

प्रतिफल की धनराशि 3696600 / 4017338

1. रजिस्ट्रीकरण शुल्क 20000

2. प्रतिलिपिकरण शुल्क 100

3. निरीक्षण या तलाश शुल्क

4. मुद्दतार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 20100

शुल्क बसूल करने का दिनांक 2018-09-22 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2018-09-22 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

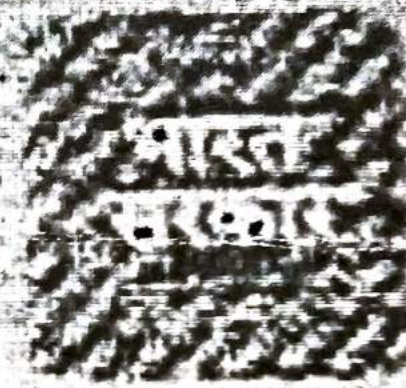
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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ANDES TOWN PLANNERS PRIVATE
LIMITED



26/08/2006

Permanent Account Number

AAGCA0816R

51102008

For ANDES TOWN PLANNERS PRIVATE LIMITED

Authorised Signatory



भारत सरकार
GOVERNMENT OF INDIA



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
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O परमेश्वरी दयाल सिन्हा, म. न.
१३ - ए, अवधपुरी विस्तार, छोटी मस्जिद
के पीछे, सर्वोदय नगर, इंदिरा नगर,
लखनऊ, उत्तर प्रदेश, 226016

Address: S/O Parmeshwary Dayal
Sinha, H. No. 13 - A, Awadhपुरी
Ext., behind chhoti masjid,
Sarvodaya Nagar, Indira Nagar
S.O, Lucknow, Uttar Pradesh,
226016



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1800 180 1947



help@uidai.gov.in

WWW

www.uidai.gov.in



P.O. Box No.1947,
Bengaluru-560 001



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 Nigam -

7840077432 (M)



आधार

भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पता:

W/O: राम सरन निगम, रेसिडेन्स
टाइप- 5, डिस्ट्रिक्ट जज कमपाउंड,
कोर्ट कमपाउंड कॉम्प्लेक्स, 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

1947
1800 300 1947

help@uidai.gov.in

www
www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ASHA NIGAM
RAM BHORASE ASTHANA

09/08/1948
Permanent Account Number
AKPPN0667F

Asha Nigam
Signature



Asha Nigam -

7840077432 (M)

आयकर विभाग
INCOME TAX DEPARTMENT


भारत सरकार
GOVT. OF INDIA

KAVITA NIGAM
RAM SARAN NIGAM

24/10/1973

Permanent Account Number
AFBPN9504Q

Signature



Nigam

8960958529 (M)



भारत सरकार

Government of India



कविता निगम

Kavita Nigam

जन्म तिथि/ DOB: 24/10/1973

महिला / FEMALE



9218 1822 3422

मेरा आधार, मेरी पहचान

Nigam

8960958529 (M)



आधार

भारतीय पहचान प्रणाली अधिकरण

Unique Identification Authority of India

पता:
रेसिडेन्स टाइप- 5, डिस्ट्रिक्ट जज
कम्पाउंड, कोर्ट कम्पाउंड
कॉम्प्लेक्स, मथुरा, मथुरा, मथुरा,
उत्तर प्रदेश - 281001

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

9218 1822 3422



1947



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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:

06/11/2011



UC 04342089 2 IN

Ref No.:4I2B3E9X-4342089

Vinita
9839070015



आपका आधार क्रमांक / Your Aadhaar No. :

3434 1093 2490

आधार – आम आदमी का अधिकार



~~भारत सरकार~~



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
9554264646

24/09/2016
399196689



MA991966890FT



आपका आधार क्रमांक / Your Aadhaar No. :

3926 7584 6395

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



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



3926 7584 6395

मेरा आधार, मेरी पहचान

Praval Upadhyay
9554264646

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

Sale Deed

1. Kind of Property	Residential Flat
2. Ward	Chinhat
3. Place	Vibhuti Khand
4. Detail of Property	Flat No.M-1101 (Block-M) Eleventh Floor in Rohtas Plumeria Homes at Plot No. TCG-3/3, Vibhuti Khand, Gomti Nagar, Lucknow
5. Unit of Measurement	Square Meter
6. Area of Flat	Super Area 121.52 Sq Mtr Covered Area 99.61 Sq Mtr
7. Other Details	Segment Road and Corner
8. Condition	Finished/Semi-Finished
9. Year of Construction	New
10. Sale Consideration	Rs.36,96,600/-
11. No. of Seller (1)	No. of Purchaser (2)


(A) Seller(s) Description

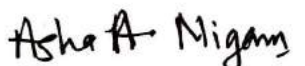
Name	M/s Andes Town Planners Pvt. Ltd
Permanent Address (Admin Office)	27/18, Raja Ram Mohan Roy Marg, Lucknow
Present Address	As Above
Occupation	Business

(B) Purchaser(s) Description

1. Name	Asha Nigam
Husband's Name	Shri Ram Saran Nigam
Permanent Address	A1, Judges Colony, Raibareli, U.P.
Present Address	As Above
PAN Number	AKPPN0667F
Mobile Number	7840077432

For ANDES TOWN PLANNERS PVT. LTD.


Authorised Signatory


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, Awadhपुरi 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.


Authorised Signatory

Asha Nigam


Nigam

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 and residential towers shall be known as "Rohtas Plumeria Homes", but for

For ANDES TOWN PLANNERS PVT. LTD.


Authorised Signatory

Asha Nigam



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

AND WHEREAS the design for the Complex provides multi-storied 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 Migam



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 party 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 WITNESSETH 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



Authorised Signatory

Asha Nigam


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, the same shall be proportionately shared by the purchasers of the complex and will be paid directly to them or to the Seller separately on demand. However any 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 corporate/ society/maintenance organization at an

For ANDES TOWN PLANNERS PVT. LTD.


Authorised Signatory


Asha Nigam.



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.
10. That the purchaser has paid the price and other charges on the basis of the super area/covered area of the demised unit.
11. That the purchaser shall pay all the taxes, payable in respect 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.

For ANDES TOWN PLANNERS PVT. LTD

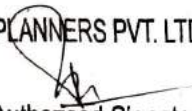

Authorized Signatory

Asha Nigam.



- 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.
14. That except for the said flat mentioned above including the 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.
15. That the Seller shall be entitled to make additions, raise 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

For ANDES TOWN PLANNERS PVT. LTD.


Authorised Signatory

Asha Nigam



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

For ANDES TOWN PLANNERS PVT. LTD.


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such floors similar to flat as was previously in existence and they shall have right to recover the proportionate costs of such constructions from the owners or their transferees of the remaining flats together with interest and services charges thereof.

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 refuse 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.

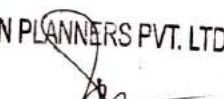

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27. The colour set up of built up area shall be such as to be in conformity with the scheme applicable to all owners / flat holders in general for the purpose of maintaining symmetry.
28. That it is agreed that after execution of this Deed, all the 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

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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.

Authorised Signatory

Asha Nigam

Nigam

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 22nd day of September, 2018 at Lucknow.

Witnesses:

V. Nigam


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

Praval Upadhyay

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*
(Benkat Raman Singh & Abhishek Singh)
Advocate,


Seller
ANDES TOWN PLANNERS PVT. LTD.
[Signature]
Authorised Signatory
Andes Town Planners Pvt. Ltd
Authorised Signatory


Asha Nigam.

Nigam
Purchaser(s)



विक्रय पत्र

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

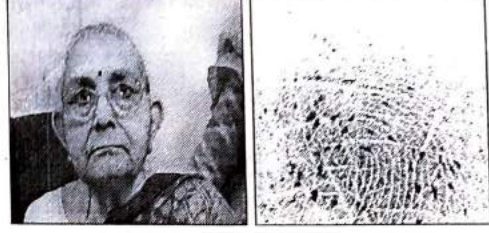
श्रीमती आशा निगम .

पत्नी श्री राम सरन निगम

व्यवसाय : गृहिणी

निवासी: ए-१, जज कॉलोनी, रायबरेली

Asha Nigam.



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

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सन्तराम यादव -(प्रभारी)

उप निबंधक सदर द्वितीय

लखनऊ

22/09/2018

रामसागर त्रिपाठी .

कनिष्ठ सहायक (निबंधन) - नियमित

प्रिंट करें



Typical Floor Plans

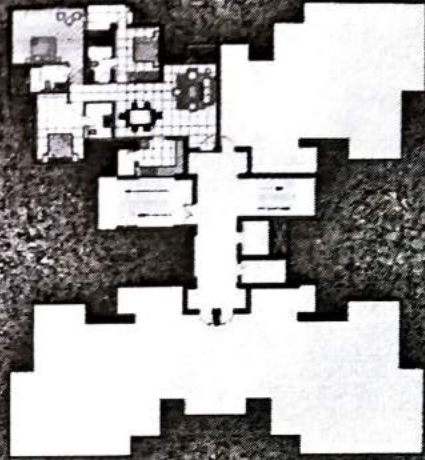
Not To Scale

2 Bed Room



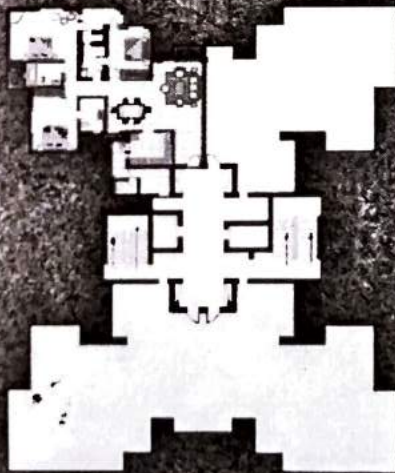
Tower Nos. - D, E, G, H, L, M, P, O

3 Bed Room



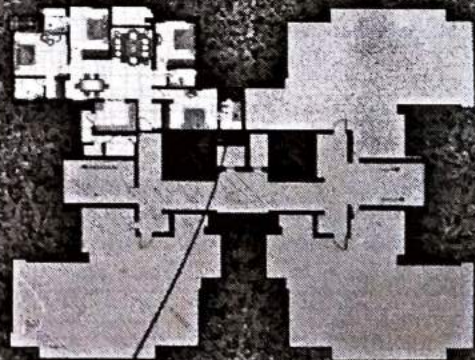
Tower Nos. - A, B, F, N, S, T

3 Bed Room with utility



Tower Nos. - C, R

4 Bed Room



Tower Nos. - J, K

For ANDES TOWN PLANNERS PVT LTD
Seller

Authorised Signatory

Asha Nigam,
Purchaser *Nigam*

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

यिक्रेता: 1

श्री एंड्रेस टाउन प्लानर्स प्राइवेट लिमिटेड के द्वारा राकेश कुमार श्रीवास्तव, पुत्र श्री पी डी सिन्हा निवासी: 55टी जसोला विहार नई दिल्ली व्यवसाय: व्यापार



क्रेता: 1

श्रीमती आशा निगम, पत्नी श्री राम सरन निगम निवासी: ए-१, जज कॉलोनी, रायबरेली व्यवसाय: गृहिणी Asha Nigam!



क्रेता: 2

सुश्री कविता निगम, पुत्री श्री राम सरन निगम निवासी: ए-१, जज कॉलोनी रायबरेली व्यवसाय: नौकरी



ने निष्पादन स्वीकार किया। जिनकी पहचान 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, इंदिरा नगर लखनऊ व्यवसाय: नौकरी



ने की। प्रत्यक्षतः भद्र साक्षियों के निहान अंगठ नियमानुसार लिए गए हैं। टिप्पणी :

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
सन्तराम चौदव - (प्रभारी)
उप निबंधक : सदर द्वितीय
लखनऊ
रामसागर त्रिपाठी
कनिष्ठ सहायक (निबंधन) - नियमित