

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

19. That no apartment owner shall do any work, which would be prejudicial to the soundness or safety of the property or reduce the value thereof or impair and easement or hereditament or shall aid any material structure or excavate any additional basement or cellar or alter the external facade, without first obtaining the consent of all the apartment owners.

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

21. That each apartment owner may use the common areas and facilities in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights to the other apartment owners.

22. That the Purchaser shall have legal right to use the car parking space on payment of extra charges as may be demanded by the Seller.

23. That all expenses pertaining to execution and registration of this deed like payment of stamp duty and other miscellaneous and incidental charges thereto shall be borne by the Purchaser.

Name of
1 A
2 F

3

समिति
लखनऊ विकास प्राधिकरण
लखनऊ

(9)

Home

Kiran Verma

that the total payment made by the Purchaser to the Seller including interest accrued against him, due to delayed payment if any, towards consideration amount comes to

Rs. 25,17,916.00, upon which the stamp duty worth Rs. 2,96,700.00 is payable, which stands paid by the Purchaser.

OR

That since the government order making relaxation of payment of stamp duty to be made applicable in accordance with actual payment made to the Development Authority towards consideration amounts has been expired on 31/03/2010 and the same has not been extended. Hence the valuation for the purposes of payment of stamp duty pertaining to demised flat is as follows:

The demised flat is situated in Gombi Nagar Extension and according to Circle Rate List issued by the District Magistrate Lucknow, Rs 26,000/- per sq. mts. rate has been fixed for the

flats. Since the built up area of the flat is 104.956 Sq. mts., hence the valuation comes to

Rs. 26,000/- X area of flat 104.956 = 2,728,856 And

making increasement @20% in the said valuation for the purposes of the value of common

areas, it comes to Rs. 3,274,627.20. Since extra facilities area

available in the apartment block building, hence making maximum 20% increasement in the said value, the valuation comes to Rs. 3,929,552.64. Since the actual

(10)

प्रभारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण
लखनऊ

Kiran Kumar

consideration amount is Rs. 25,17,916.00 as such the stamp duty worth

2,96,700.00 upon the highest valuation has been paid herewith by the Purchaser.

SCHEDULE OF PROPERTY HEREBY SOLD TO THE PURCHASER

In River View Enclave, Sector-4, Gomti Nagar Extension, Lucknow Multi Storey Group

Housing Residential Apartment, Block Building, Type II, 2BHK+STUDY

Floor bearing built up area

Flat no. AL/306, Block-Q on Third Floor

sq. mts. and super area whereof is 121.79 sq. mts. including un-divided proportionate share of free hold land into the building, which flat has

been delineated and marked with red color in the annexed map plan, which forms part of this deed. Boundaries of which flat are mentioned below:

North
South
East
West
Adjoining - AL/305-Th.F./2BHK+STUDY, TYPE-II, BLOCK-Q
On Top - AL/406-IV.F./2BHK+STUDY, TYPE-II, BLOCK-Q
At Bottom - AL/206-S.F./2BHK+STUDY, TYPE-II, BLOCK-Q



(11)

प्रभारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण
लखनऊ



Kishan Kumar



98
5/1
3
2

BOUNDARIES OF **Block**
Alaknanda Apartment 'O'
MULTI STOREY GROUP HOUSING RESIDENTIAL APARTMENT
IN SECTOR-4, GOMTI NAGAR EXTENSION, LUCKNOW WHEREIN
THE DEMISED FLAT IS LOCATED ARE AS UNDER

North
South
East
West

In-witness whereof, Shri Ashok Pal Singh as Prabhari Adhikari Sampatti for and on behalf

of the Seller, and Sri

Sri AMAR NATH VERMA

and Smt / Km

Smt. KIRAN VERMA

as Purchaser in person, both have appended their hands to these presents in presence of the

witnesses on the day month and year mentioned below at Lucknow.

Lucknow

Dated:

For and on behalf of the Seller

Witnesses

1. Sign

Name **Mohan Bhatia**

S/o **Lali B.R. Bhatia**

Address **1-D.A.**

2. Sign

Name **Dr Arvind Kumar**

S/o **B.R. Verma**

Address **E-3/262 V.N. Khand
Gomti Nagar Lucknow**

PAN No

ADPPV7764C

Purchaser

Amrap Kumar Singh Educator
Chief Registrar D.A.

(12)



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



Certificate No.	: IN-UP00789269649555M
Certificate Issued Date	: 18-Dec-2014 01:22 PM
Account Reference	: NONACC (BK)/ upucobk02/ GOMTI NAGAR/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPUCOBK0200949194314483M
Purchased by	: AMAR NATH VERMA
Description of Document	: Article 23 Conveyance
Property Description	: FLAT NO. AL/Q/306 ,ALAKNANDA APARTMENT ,RIVER VIEW ENCLAVE ,SECTOR-4 ,GOMTI NAGAR EXTENSION ,LUCKNOW
Consideration Price (Rs.)	: 42,35,471 (Forty Two Lakh Thirty Five Thousand Four Hundred And Seventy One only)
First Party	: PRABHARI ADHIKARI SAMPATTI LDA LUCKNOW
Second Party	: AMAR NATH VERMA
Stamp Duty Paid By	: AMAR NATH VERMA
Stamp Duty Amount(Rs.)	: 2,96,700 (Two Lakh Ninety Six Thousand Seven Hundred only)

41580



SALE-DEED

Ashok Pal Singh as Prabhari Adhikari
(Sampatti), Lucknow Development Authority

Cont.....2

प्रभारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण
लखनऊ

Kiran Verma

0002162288

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on the 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.

(2)

Lucknow for and on behalf of the seller/L.D.A. and Sri AMAR NATH VERMA aged about 38 years S/O Sri BADRI PRASAD VERMA and Smt. KIRAN VERMA aged about 39 years W/O Sri AMAR NATH VERMA resident FLAT NO. 123, NETAJI SUBHASH APARTMENT, POCKET-1 PHASE-1, SECTOR-13, DWARKA SOUTH WEST, NEW DELHI as purchaser, both have executed the present sale deed in respect of Flat No. AL/306, Q Block Type-II of Flat Two Bed Room + Study, bearing super area of 121.79 Sq. mt. with built-up area 104.956 Sq. mt. located in River View Enclave Alaknanda Apartment with open parking no. QG-08, situated at Sector-4, Gomti Nagar Extension Lucknow. In total sale consideration amount of Rs. 25,17,916.00 which includes the amount paid towards 12% freehold charges in respect of undivided proportionate share of land, vested into the demised flat, on the terms and conditions as specifically mentioned in the printed deed attached here to with plan, which forms part of this Deed. This sale deed is executed subject to the condition that if at any stage, it is established that the cost of consideration or

Cont-.....3


प्रमोदी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण
लखनऊ


Kiran Verma


interest was not actually fully paid as was apparent from the deposit receipts, in such circumstances the purchaser shall be responsible to pay the deficit amount (including interest etc.) to Lucknow Development Authority, Lucknow. According to the G.O. No. 645/9-AA-2-2001 dated 08.03.2001 the name of wife/husband has been included. Since the total sale consideration amount of the demised flat is Rs. 25,17,916.00 and as per D.M. Circle rate list, the valuation comes to Rs. 42,35,471.00 as such stamp duty worth Rs. 2,96,700.00 upon the higher valuation has been paid herewith by the purchaser according to law.

Description of property here by sold through this document

Type of property	Two Bed Room + Study, Type-II
Flat No.	AL/306, Block-Q
Super Area-	121.79 Sq mt.
Built-up Area-	104.956 Sq mt.
Name of Apartment	Block - Q, Alaknanda Apartment, River View Enclave Scheme, Sector-4, Gomti Nagar Extension, Lucknow.

Cont-.....4


 प्रभासी अधिकारी सम्पत्ति
 लखनऊ विकास प्राधिकरण
 लखनऊ




Kiran Verma



Boundaries where of are as under in ALAKNANDA**Apartment:-**

ADJOINING : AL/305-Th.F./2BHK+STUDY, TYPE-II,
BLOCK-Q
ON TOP : AL/406-IV.F./2BHK+STUDY, TYPE-II,
BLOCK-Q
AT BOTTOM : AL/206-S.F./2BHK+STUDY, TYPE-II,
BLOCK-Q

1. Witness Moham Bhatia
Name : Moham Bhatia
Age : 56 years
Father's Name : Late B.R. Bhatia
Occupation : Service
Address : L.D.A.

Prabhari Adhikari (Sampatti)
For and on behalf of
लखनऊ विकास प्राधिकरण
Seller/L.D.A.
(Seller)

2. Witness Dr. Arvind Kumar
Name : Dr. Arvind Kumar
Age : 37
Father's Name : Sri B.P. Verma
Occupation : Doctor
Address : E-3/262 Vinod Khand
Gomti Nagar Lucknow

1. Kiran Verma
2. Kiran Verma
Purchaser
Pan No: ADPPV7764C

Prave
Scheme Asstt./Deed Preparator

AL/306, Block-Q

Alaknanda Apartment, 2BHK+STUDY, Type-II

कुल प्लॉट एरिया × विक्रीत प्लॉट का कवर्ड एरिया	32934.11 × 104.956
कुल कवर्ड एरिया	79144.84

अनुपातिक भूमि 43.67 वर्ग मीटर × 34500	= Rs. 1506615 /-
विक्रीत प्लॉट का कवर्ड एरिया 104.956 × 26000	= Rs. 2728856 /-
Total	= Rs. 4235471 /-

स्टैम्प ड्यूटी की धनराशि @ 7%

= Rs. 296700 /-


प्रभारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण
लखनऊ


Kincair Verma



प्रभारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण
लखनऊ

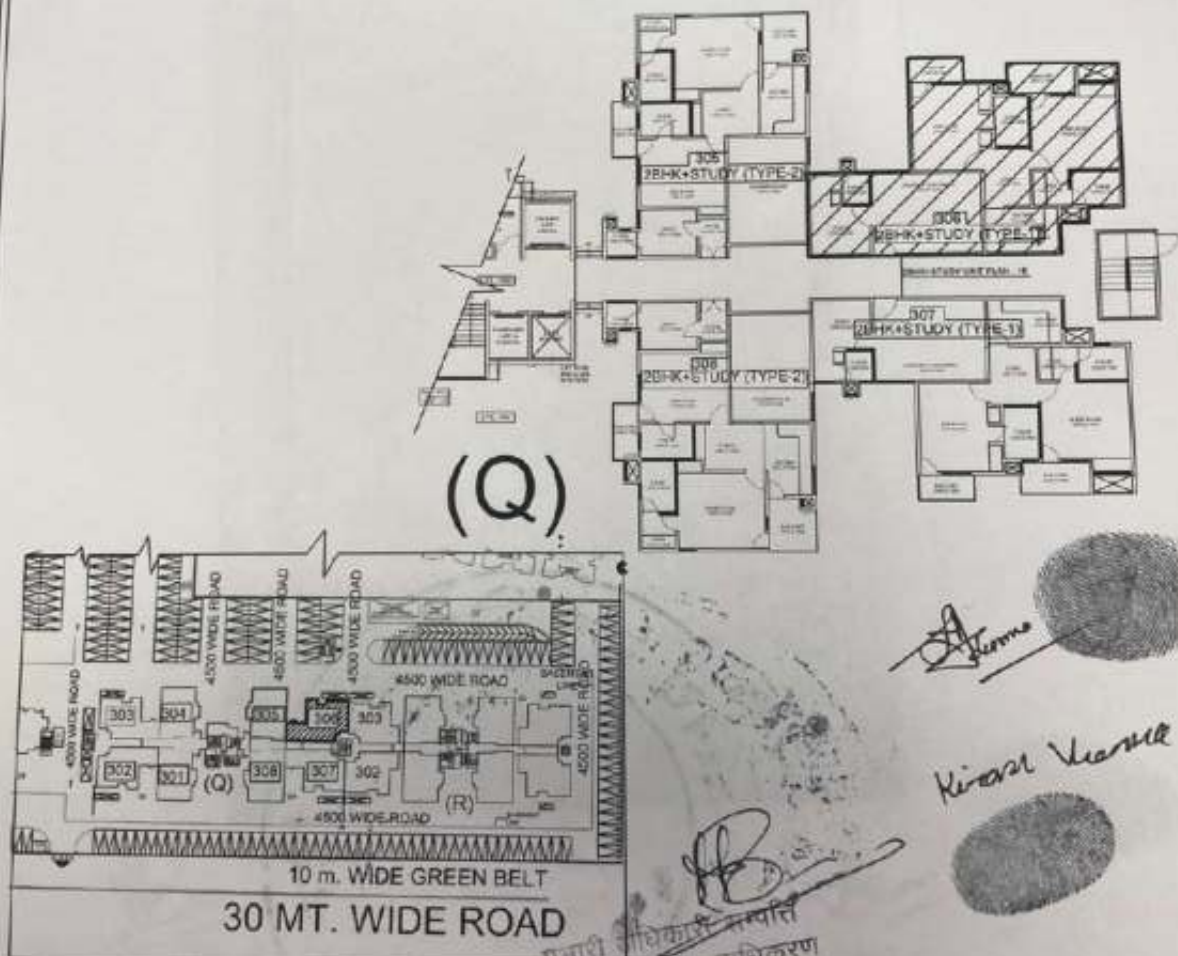
LUCKNOW DEVELOPMENT AUTHORITY

LEASE TO SRI/SMT. :
 FLAT/HOUSE NO. :
 BUILT UP AREA : 104.956 SQMT
 SUPER AREA : 121.79 SQMT



BOUNDARY:
 ADJOINING : AL/306 Th.F./2BHK+STUDY TYPE-1
 ON TOP : AL/305 Th.F. 2BHK+STUDY TYPE -2 BLOCK-Q
 AT BOTTOM: AL/406-IV.F./2BHK+STUDY TYPE-1 BLOCK-Q
 AL/206-S.F./2BHK+STUDY TYPE-1 BLOCK-Q

ALAKNANDA APARTMENTS GOMTI VISTAR YOJNA SECTOR -4 LUCKNOW



FILE NO:- 799/C.T.P/ 2013
 THIS DWG IS THE PART OF APPROVED
 DRG. NO. RLP/SEC-4/GNE/2009 ON DATED
 .02.02.2009 GOMTI NAGAR VISTAR SCHEME
 THIS LEASE PLAN IS PREPARED ON
 THE BASIS OF REPORT/AREA GIVEN BY
 E.E ZONE -3 AFTER VERIFICATION ON
 DATED 10.09.2013

DATE :-
 20-12-2013



SUKHBIR SINGH
 D.MAN

ANITA SRIVASTAVA
 A.T.P



LUCKNOW DEVELOPMENT AUTHORITY

Ward : Gomti Nagar Extension

Consideration Amount : Rs. 25,17,916.00

Valuation : Rs. 42,35,471.00

Stamp paid : Rs. 2,96,700.00

Name

1
2

SUMMARY OF DEED

1. Type of Land

Group Housing

2. Ward / Pargana

Gomti Nagar Extension

3. Mohalla / Village

River View Enclave Sector-4

4. Block

'Q' Alaknanda Apartment

5. Type

II, 2BHK+STUDY

6. Details of Property

Flat No. AL/306, Block-Q

7. Unit of Measurement in

Sq. meter

8. Built-up area of demised flat

104.956 sq. mts.

9. Super area of demised flat

121.79 sq. mts.

10. Proportionate share of un-divided land

43.67 sq. mts.

11. Type of Property

Residential Flat

12. Total area of Property

121.79 sq. mts.

(in case of multistoried building)

13. Total Covered Area

104.956 sq. mts.

14. Status-Finished/Semi-finished/other

Finished sq. mts.

15. Year of construction

2010

(1)

प्रमाणित
लखनऊ

Signature

Kiran

16. Consideration

Rs. 25,17,916.00

17. Valuation

Rs. 42,35,471.00

BOUNDARIES OF THE BLOCK

North

South

East

West

BOUNDARIES OF DEMISED FLAT No.

AL/306, Block-Q

Adjoining - AL/305-Th.F./2BHK+STUDY, TYPE-II, BLOCK-Q

On Top - AL/406-IV.F./2BHK+STUDY, TYPE-II, BLOCK-Q

At Bottom - AL/206-S.F./2BHK+STUDY TYPE-II, BLOCK-Q

Number of First Party (1)

Details of Seller

LUCKNOW DEVELOPMENT AUTHORITY, through Prabhari Adhikan Sampatti, Shri Ashok Pal Singh, Vipin Khand, Gomti Nagar Scheme, Lucknow

Number of Second Party (2)

Details of Purchaser

Name: Sri

SH AMAR NATH VERMA

Father's Name

S/O Sri BADRI PRASAD VERMA

Address

FLAT NO. 123, NETAJI SUBHASH APARTMENT, POCKET-1 PHASE-1,

SECTOR-13, DWARKA SOUTH WEST, NEW DELHI.

ADPPV7764C

PAN No.

(2)

संयोजक

संयोजक

संयोजक

संयोजक

संयोजक

संयोजक

संयोजक

संयोजक

संयोजक

संयोजक

Name: Km./Smt

Smt. KIRAN VERMA

Father's / Husband's Name

W/O Sri AMAR NATH VERMA

Address

FLAT NO. 123, NETAJI SUBHASH APARTMENT, POCKET-1 PHASE-1,
SECTOR-13, DWARKA SOUTH WEST, NEW DELHI.

PAN No.

AFBPV0771M

Name

SALE DEED

THIS SALE DEED made between LUCKNOW DEVELOPMENT AUTHORITY, a body

corporate constituted u/s 4 of the UP Urban Planning & Development Act 1973, having its head
office at Pradhikaran Bhavan, Vipin Khari, Gomti Nagar, Lucknow represented through its

Prabhan Achikan Sampatti Shri Ashok Pal Singh (hereinafter referred to as Lucknow
Development Authority / Seller which expression unless repugnant to the context shall always

mean and include the Seller itself, its executors, administrators, legal representatives and
assessors) on the one part

And

(1) **Sri AMAR NATH VERMA** aged about **38** yrs.

Son of / Daughter of / Wife of **S/O Sh. BADRI PRASAD VERMA**

(2) **Smt. KIRAN VERMA** aged about **39** yrs.

Son of / Daughter of / Wife of **W/O Sri AMAR NATH VERMA**

R/O **FLAT NO. 123, NETAJI SUBHASH APARTMENT, POCKET-1 PHASE-1,
SECTOR-13, DWARKA SOUTH WEST, NEW DELHI.**

(3) **Prabhan Achikan Sampatti Shri Ashok Pal Singh**

Development Authority / Seller which expression unless repugnant to the context shall always

mean and include the Seller itself, its executors, administrators, legal representatives and

assessors) on the one part

And

(1) **Sri AMAR NATH VERMA** aged about **38** yrs.

Son of / Daughter of / Wife of **S/O Sh. BADRI PRASAD VERMA**

(hereinafter referred to as Purchaser, which expression unless repugnant to the context

shall always mean and include the Purchaser him/her/himself, his/her/their heirs,

successors, legal representatives and assigns) on the other part.

WHEREAS, the Seller Lucknow Development Authority has acquired the land under Ujariyaon Housing Scheme in the interest of public at large, under the provisions of Land Acquisition Act, 1894 and amongst others has developed the Gomti Nagar Extension Scheme,

And as such, the Seller is the lawful and bonafide owner and possession holder of the land in question, which is free from all encumbrances.

AND WHEREAS, to feed up the growing need of the public for residential purposes, the Seller has launched the Scheme named 'River View Enclave' in Sector-4 of Gomti Nagar Extension Scheme, Lucknow for construction of Multi Storeyed Residential Apartments of different categories, which has been got constructed by the Seller through reputed Builder.

AND WHEREAS, upon the application moved by the purchaser, one residential flat of Type -

in Ganga / Yamuna / Sharda / Saraswati / Alaknanda AL/306, Block-Q in Sector-4, Gomti Nagar Extension, Lucknow was allotted by the Seller to the Purchaser, full description whereof has been detailed in Schedule of Property given at the foot of this Deed.

AND WHEREAS, the Purchaser has paid the required amount in respect of property in question to the Seller and has now requested for execution of Sale Deed.

(4)

प्रभारी अधिकारी रम्यति
लखनऊ विकास प्राधिकरण

Kiran Kuma

HENCE THIS SALE DEED WITNESSES AS UNDER

That in the consideration to the covenants given through this deed by the Purchaser including the price of un-divided share of land into the property in his favour with freehold charges, and the cost of structure having paid by the Purchaser as detailed in 'Schedule of Payment' given at the foot of this deed, the Seller has fully assigned, sold, transferred and conveyed the demised flat, including undivided proportionate share of land into the property belonging to the aforesaid allotted flat, which description of demised property has been detailed in 'Schedule of Property' given at the foot of this deed, in favour of the Purchaser forever, free from all encumbrances, for residential purposes, to have, hold, use, possess and enjoy the same as absolute owner thereof subject to covenants, terms and conditions of this deed

2. That the possession of demised property has been delivered by the Seller to the Purchaser through this Deed. And the purchaser has acknowledged the same in full and satisfactory condition in every manner.

3. That the Purchaser shall use the demised property for residential purposes only, And the same shall not be used for any trade, business and commercial purposes, in violation to the residential land use.

4. That the terms and conditions of the allotment letter, including the terms as contained in the registration booklet for allotment, shall also be equally applicable.

5. That since the demised property is located within Multi Storey Group Housing Residential Apartment, as such the provisions of the Uttar Pradesh Apartment

(S)
प्रभासी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण
लखनऊ

[Signature]

[Signature]
Karan Kumar

(Promotion of Construction, Ownership and Maintenance) Act, 2010 shall be fully applicable and the rights and duties of the owners/occupiers of the flats, including the demised property shall always be governed under the aforesaid Act.

6. That since the demised property is a Multi Storey Group Housing Residential Apartment, as such each flat owner shall possess the ownership rights pertaining to his own flat, coupled with the duties and obligations to be performed by the apartment owners, as contained in the U. P Act no. 18 of 2010.

7. That the Purchaser shall have right to use the common areas and facilities like other occupiers/owners of the flats, but nobody shall have any individual right to make separation of the same. And likewise any obstruction, nuisance, any construction either temporary or permanent nature in the common areas, including staircase and lobby etc., shall be strictly prohibited. In case of violation of the same, the penalty can be imposed against wrong doer in accordance with the discretion of the Vice Chairman, till the property is maintained by the Lucknow Development Authority.

8. That all common areas like lobby, staircase, terrace, ground lawn and all other space which is under common use including common amenities like lift, fire equipment, power backup and entire management of common space and common areas, machines, tools, assets which are used and required in maintaining in the common area and common space in the constructed block, wherein the demised flat is located, shall be maintained and managed by the Seller for three years from the date of completion of the Multi Storey Group Housing Residential Apartment Building, for which monthly charges @Rs. 1/- per sq.ft. have been charged separately.

(6)

प्रभारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण
लखनऊ

Kiran Verma

9. That a 'Society' shall be formed and constituted out of the Flat Owners of the concerned residential apartment block building and each flat owner shall compulsorily be the member of the aforesaid Welfare Society, which shall be registered according to law and the Committee constituted out of the said Welfare Society, shall have legal right and duty bound to maintain the common areas and common space and common amenities of the concerned residential apartment building, who shall have legal right to take over the maintenance work including the amenities from the Seller, within three year maximum period, as mentioned here in above paragraph.

10. That owner/occupier of each flat shall be bound to make payment of maintenance charges @ Rs. 1/- per sq. ft. on the super area, to the 'Maintaining Agency', per month. The aforesaid rate shall always be subject to revision from time to time, as may be fixed by the Maintaining Agency in this regard.

11. That all disputes pertaining to rights, title and interest including the obligation and duties or any other thing except criminal arising out of or in connection with the present deed, between the Seller and Purchaser shall always be decided by way of arbitration by referring the disputes to the Arbitrator, appointed by the vice Chairman Lucknow Development Authority. And the decision given by such Arbitrator shall be final and binding upon both the parties.

12. That in any case, it is further clarified that all disputes shall be subject to jurisdiction of the courts situated within the territory of District Lucknow, Uttar Pradesh only.

13. That as and when the Gomti Nagar Extension Scheme is handed over by the Lucknow Development Authority to the Lucknow Municipal Corporation and the House Tax and

(-7)

प्रभारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण
लखनऊ

Kiran Kumar

Water Tax is imposed by the Nagar Nigam, Lucknow then for payment of the aforesaid charges, each flat holder shall be liable to make payment of the same directly to the

Nagar Nigam pertaining to his own separate flat, till then the aforesaid charges in form of maintenance and water charges can be charged by Maintaining Agency. The owner will be liable to pay the said charges.

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

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

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

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

18.

प्रभाकर अधिकारी सम्पत्ति
नगरपालिका
संयोजक
संयोजक

Kiran Kumar