



INDIA NON JUDICIAL

Government of Uttar Pradesh



IN-UP43701030643120W



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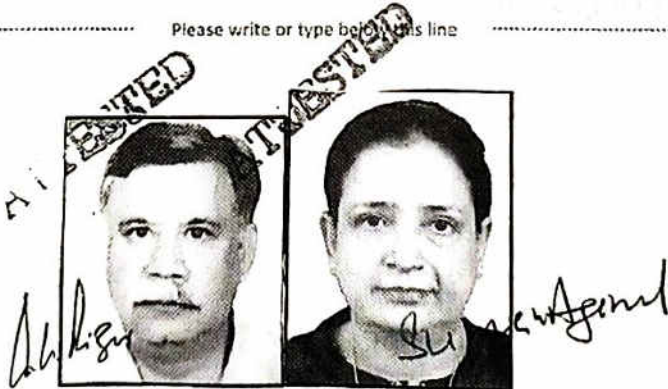
J-2923/24

Certificate No. : IN-UP43701030643120W
 Certificate Issued Date : 23-Jan-2024 05:57 PM
 Account Reference : NEWIMPACC (SV)/ up14838004/ LUCKNOW SADAR/ UP-LKN
 Unique Doc. Reference : SUBIN-UPUP1483800483309707066128W
 Purchased by : ABHYUDAY HOUSING AND CONSTRUCTIONS PVT LTD
 Description of Document : Article 23 Conveyance
 Property Description : GROUP HOUSING NO. 18 PART OF KHASRA NO. 130 AND 164, SHALIMAR ONEWORLD, VILL-BAGHAMAU, DISTT-LUCKNOW.
 Consideration Price (Rs.) :
 First Party : ANS DEVELOPERS PVT LTD
 Second Party : ABHYUDAY HOUSING AND CONSTRUCTIONS PVT LTD
 Stamp Duty Paid By : ABHYUDAY HOUSING AND CONSTRUCTIONS PVT LTD
 Stamp Duty Amount (Rs.) : 1,79,53,000
 (One Crore Seventy Nine Lakh Fifty Three Thousand only)

12625



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ANS DEVELOPERS PVT. LTD.
Authorized Signatory



For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Suman Agarwal
DIRECTOR.

IRID 0013403291

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.echstampt.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक मध्य दिनांक नगनक्र क्रम 2024228012625

आवेदन संख्या 202400821017621

लेख का प्रार्थना पत्र प्रस्तुत करने का दिनांक 2024-03-19 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम गुमन अचवाल

लेख का प्रकार विकल्प पत्र

प्रतिफल की धनराशि 269450000 / 21225000.00

1. रजिस्ट्रीकरण शुल्क 2694500

2. प्रतिनिधिकरण शुल्क 140

3. निरीक्षण या तलाश शुल्क

4. मुद्रांतर के अधिप्रमाणीकरण लिए शुल्क

5. कर्मीशन शुल्क

6. विविध

7. याचिका भना

1 में 6 तक का योग 2694500

शुल्क वसूल करने का दिनांक 2024-03-19 00:00:00

दिनांक जब लेख प्रतिनिधि या नवाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2024-03-19 00:00:00

रजिस्ट्रीकरण अधिकारी के इम्ताधर

I-2923/R24
लखनऊ



0013403381

BRIEF DETAIL OF INSTRUMENT

- | | |
|---|--|
| 1. Pargana | - Lucknow |
| 2. Type of Property | - Residential |
| 3. Mohalla | - 'Shalimar Oneworld',
Baghamau, Lucknow (U.P.) |
| 4. V-Code | - 1060 |
| 5. Detail of Property | - FSI in Group Housing No.18 |
| 6. Measurement of Unit | - Square meter |
| 7. Undivided
Proportionate
Land Area of the
property | - 4625 Sq. Mtr. (including GS
Land measuring 195 Sq. Mtr.)
a Part of Khasra No 130 & 164 |
| 8. Consideration | - ₹ 26,94,50,000/- |
| 9. Market Value | - ₹ 2,12,25,000/- |
| 10. Stamp Duty | - ₹ 1,88,61,600/- |

DEVELOPERS PVT. LTD.
A. L. Bizi
 Authorized Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.
Suma Agrawal
 DIRECTOR.

No. of First Party: 1

No. of Second Party: 1

Details of Vendor	Details of Vendee
<p>M/S ANS DEVELOPERS PVT LTD (PREVIOUSLY KNOWN AS SHALIMAR LAKECITY PVT LTD) (CIN: U70109MH2006PTC237856) (PAN-AAFCA9848N), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A2/3, FF, Safdarjung Enclave, South Delhi, Delhi-110029 and its corporate office at 11TH Floor Shalimar Titanium Vibhuti Khand, Gomti Nagar, Lucknow, through its Authorized Signatory Syed Anwar Mahmood Rizvi son of Syed Mahmood Ali Rizvi authorised vide Board Resolution dated 16-12-2021</p>	<p>ABHYUDAYA HOUSING AND CONSTRUCTIONS PRIVATE LIMITED (PAN-AADCA9526B) (CIN: U45101UP1995PTC018566) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1st Floor, 1/6 Gokhale Marg, Lucknow, through its Director Smt. Suman Agarwal wife of Late Sri Rajesh Agarwal authorised vide Board Resolution dated 23-01-2024.</p>

SALE DEED

This SALE DEED is made at Lucknow on this 18th day of March 2024;

BETWEEN

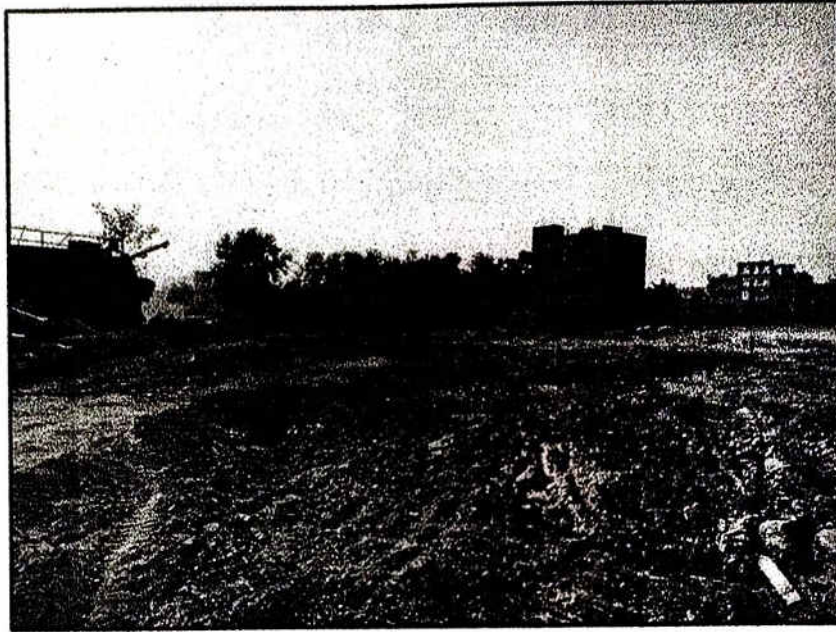
M/S ANS DEVELOPERS PVT LTD (PREVIOUSLY KNOWN AS SHALIMAR LAKECITY PVT LTD) (CIN: U70109MH2006PTC237856) (PAN-AAFCA9848N), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A2/3, FF, Safdarjung Enclave, South

Alh Anwar Mahmood Rizvi
Authorized Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.
Suman Agarwal
DIRECTOR

PHOTOGRAPH OF PROPERTY

Group Housing No. 18 multistoried residential building to be constructed on a Part of Khasra No 130 & 164, a part of project known as 'Shalimar Oneworld' situated at Village Baghamau Distt. Lucknow.



ABHYUDAYA DEVELOPERS PVT. LTD.

AL Singh
Authorized Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Suresh Aggarwal DIRECTOR

SELLER

PURCHASER

Delhi, Delhi-110029 and its corporate office at 11TH Floor Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow, through its **Authorized Signatory Syed Anwar Mahmood Rizvi** son of Syed Mahmood Ali Rizvi authorised vide Board Resolution dated 16-12-2021 (hereinafter referred to as the 'Vendor', which expression shall include its executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the one part.

AND

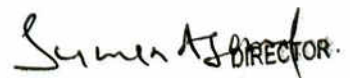
M/s ABHYUDAYA HOUSING AND CONSTRUCTIONS PRIVATE LIMITED (PAN-AADCA9526B) (CIN:U45101UP1995PTC018566) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1st Floor, 1/6 Gokhale Marg, Lucknow, through its Director **Smt. Suman Agarwal wife of Late Sri Rajesh Agarwal** authorised vide Board Resolution dated 23-01-2024 (hereinafter referred to as the 'Vendee', which expression shall include its executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the other part.

- A. WHEREAS ANS Developers Pvt. Ltd., the vendor, has been issued a License for Integrated Township under Integrated Township Policy by the Lucknow Development Authority, Lucknow for Development of the Land at village Baghamau by the name & style Shalimar Oneworld.
- B. AND WHEREAS the detailed lay out plan of the aforesaid Township has also been approved by the Lucknow Development Authority vide Permit No. 38943 dated

AN S DEVELOPERS PVT. LTD.

 Authorised Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.


 DIRECTOR

12.10.2015 and thereafter it was revised vide dated 27.09.2022 and vide permit no. 105/Inti/Layout/2022.

- C. AND WHEREAS the Vendor have planned to Develop Group Housing 18 in the Project on a part of said Integrated Township known as 'Shalimar Oneworld'
- D. AND WHEREAS the land use of the proposed site conforms to the development of Township as per the Master Plan of Lucknow-2021 and 2031.
- E. AND WHEREAS the 'Vendee' had applied for purchase of FSI (Floor Space Index) measuring 18411.87 Sq. Mtrs = 198185.42 Sq. Ft. in Group Housing Plot No. 18 forming part of the said Township for a consideration of Rs. 26,94,50,000/- (Rupees Twenty Six Crores Ninety Four Lakhs Fifty Thousand Only). The Vendee had paid the entire sale consideration to the Vendor as per the schedule of payment.
- F. AND WHEREAS the Vendee has satisfied itself about the right, title and interest of the Vendor in the aforesaid Group Housing Plot in the 'Shalimar Oneworld' based on the documents provided by the Vendor and its representations.
- G. AND WHEREAS the Vendor hereby transfers and assigns the subject FSI to the Vendee on terms and conditions mutually agreed and detailed hereinafter for construction of residential building blocks and for further sale of the same to end consumer.
- H. That the project consists of Gram Samaj land bearing Khasra No 130 measuring 195 Sq. Mtr. which has been leased to the Vendor by the Lucknow Development Authority vide

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A. K. Singh
Authorized Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Suman Aggarwal
Approved

registered lease deed dated 24.06.2015 registered in Book No. 1 Jild No. 16966 on pages 379/408 at Sl. No. 9652 in the office of Sub-registrar-II, Lucknow, for a period of 90 years, the lease shall be renewed after every interval of 30 years and the Vendor shall be liable to pay the annual lease rent of the leased Gram Shamaj Land for the purpose of development of the township projects. The Vendor is authorizing the Vendee with the right to use 195 Sq. mtr land of Khasra No. 130 for the development of the Group Housing Project, thus the area of 195 Sq. Mtrs falling in Khasra No 130 shall not be transferred as undivided proportionate land to the Vendee.

- I. AND WHEREAS, the Vendor represents, declares and assures the Vendee as under: -
- i. That the Vendor has absolute right to sell, transfer and convey measuring 198185.42 Sq. Ft. or 18411.87 Sq. Mtr. FSI in the Group Housing No. 18 along with undivided proportionate Land Area 4625 Sq. Meter (Including Gram Samaj Land measuring 195 Sq. Mtr. of K. No. 130), situated at Village Baghamau Distt. Lucknow.. (hereinafter referred as the 'Said Property') and no one else except for the vendor has any right, claim, lien, interest or concern of any manner whatsoever on the said property and the Vendor has full rights and absolute authority to sale and transfer the same to the Vendee and the Vendor has not entered into any kind of agreement/ arrangement, of any nature whatsoever with any party / person in respect of the said Property.

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AL Singh
 Authorised Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Simon Agard
 DIRECTOR

- ii. That the Vendor is the absolute owner of the proportionate land to be transferred through this instrument falls in Part of Khasra No. 164 & 130 It has been purchased by different companies and thereafter the said land was transferred to ANS Developers Pvt. Ltd by through transfer deed dated 18.04.2015 Book No-I, Volume No 16682, Pg 165 to 324, S. No.5396 in the office of Sub Registrar-II, Lucknow.
- iii. The Vendor has acquired their rights, title and interest in the chronological sequence and manner as enumerated herein below:-
- Purchased a part of Khasra No. 164 Vide sale deed dated 9th April 2012 registered in Book No. 1 Zild No. 12361 on pages 281 to 334 at Sl. No. 6306 in favour of Titanium Buildwell Pvt. Limited on dated 10.04.2012 in the office of Sub-registrar-II, Lucknow.
 - Purchased a part of Khasra No. 164 Vide sale deed dated 31st July 2013 registered in Book No. 1 Zild No. 14275 on pages 253 to 280 at Sl. No. 11790 in favour of Titanium Buildwell Pvt. Limited on dated 01.08.2013 in the office of Sub-registrar-II, Lucknow.
- iv. That the Vendor hereby confirm and declare that the title of the Vendor over the said property is absolutely clear and marketable and the Said Property is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances till the time of execution of sale deed.

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For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Sumit Agrawal DIRECTOR

- v. That in the detailed lay out plan area of 'Shalimar Oneworld', the Integrated Township in Village Baghamau, Distt. Lucknow, above mentioned land has been approved for the group housing multistoried complex.
- vi. That the services including sewerage, water lines, power supply systems, drainage etc. for the plot are common and exclusive, both.
- vii. That the Vendee agrees and understands that the Said Property covered by building of the blocks as well as the proportionate land which is subject matter of this deed is being transferred with the condition that the right of interconnecting services cannot be denied to the other area under the Group Housing Plot "Shalimar Oneworld" and similarly the services coming from the other area in Group Housing Plot "Shalimar Oneworld" to the Said Property will also not be denied to the residents of the blocks located in the Said Property.
- viii. The trunk services like sewer, water, storm water, irrigation, fire tender movement shall not be blocked at any time by either Party / their allottees / residents of the said Group Housing.
- ix. That the Vendor hereby confirms and assures the Vendee that Vendor is not prevented by any administrative / statutory attachment order or notification from entering into present transaction with the Vendee.

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A. L. Singh
Authorized Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Suman Agrawal

DIRECTOR.

- x. That the Vendor shall keep the Vendee harmless and indemnified at all times from all losses and damages in case the above declarations or any part thereof is found to be false or incorrect and / or otherwise for any reason, whatsoever.

AND WHEREAS, upon the aforementioned declaration and assurance of the Vendor that it is the absolute owner and the Vendee has confirmed the title of the land being transferred on the physical verification of the documents produced by the Vendor, as such the Vendor hereby sells and Vendee hereby purchases the said FSI (Floor Space Index) along with undivided proportionate Land Area measuring 4625 Sq. Meter (including Gram Samaj land measuring 195 Sq. Mtr.), for a consideration of ₹ 26,94,50,000/- (Rupees Twenty Six Crores Ninety Four Lakhs Fifty Thousand Only) on the terms and conditions mentioned herein under: -

NOW THIS SALE DEED WITNESSETH AS UNDER:-

1. That in consideration of ₹ 26,94,50,000/- (Rupees Twenty Six Crores Ninety Four Lakhs Fifty Thousand Only) having been already paid to the Vendor by the Vendee as per Schedule of Payment the Vendor hereby sells, conveys, transfers and assigns absolutely proportionate Land Area measuring 4625 Sq. Meter (including Gram Samaj land measuring 195 Sq. Mtr.) area proposed for Group Housing No. 18 in the "Shalimar Oneworld" Integrated Township situated at Village Baghamau Tehsil-Sadar, Distt. Lucknow along with all the rights of ownership, interest, easement and privileges

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For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.


 DIRECTOR.

appurtenant to the Said Property to have and to hold the same unto the Vendee absolutely and forever with a right to use the said land for construction and development of F.S.I. of 198185.42 sq.ft. for constructing residential buildings/ blocks. The Vendor has simultaneously with the execution of the present sale deed handed over the possession of the said property to the vendee, free of any encumbrances, lien, claims, charges whatsoever from any third party. The Vendee further irrevocably confirms, assures and represents to the Vendor that the Vendee shall not, in any circumstances whatsoever, carry out construction over the said land more than permitted FAR as per the plan approved by Lucknow Development Authority. Further, the vendee hereby assures that the vendee shall get it developed as per the prescribed law governed by the controlling authority. Further, the Vendee is free to construct any covered/ constructed space which is free of FSI as per Lucknow Development Authority norms in the buildings/ land area, subject to approval of plans for the same from LDA, for which vendor shall have no objection or any claim whatsoever on Vendee. The Vendee shall also obtain all the necessary NOC's and approvals from various authorities/departments, required prior to the commencement of the construction. The Vendor shall provide co-operation and assistance wherever required in obtaining such approvals.

2. That the Vendee shall not make any other opening of the entrance/exit other than the one, which shall has been decided by the Architect of Shalimar Oneworld integrated township and included in the plan handed over by the Vendor

THE DEVELOPER (PVT. LTD.)
A. L. Singh
 Authorised Signator

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Suman Agnihotri
 DIRECTOR

to the Vendee and the Vendee shall implement the Entrance/Exit of the Said Property accordingly. That the boundaries of the said FSI plot shall be constructed similar to the design of Oneworld or as finalised by the Architect of the Oneworld.

3. That as per the layout approved by the Authority the Vendee shall not exceed the maximum limit of FSI i.e. 198185.42 Sq. Ft.
4. That the Vendee shall hereafter hold, enjoy, use and transfer the Said Property under sale or lease without any hindrance and/or claim whatsoever from the Vendor or any other person claiming under or through it. The Vendee shall be entitled to take booking for sale of the apartments in the building constructed on the Said Property, take advance and other payments towards the sale consideration from the thirdparty purchasers for the sale, transfer or lease as the case may be.
5. The Vendee and all subsequent third party purchasers/ Vendees / their legal heirs / assignees shall abide with all the terms and conditions of the 'Shalimar Oneworld' township project as laid down by the Lucknow Development Authority.
6. That this land will henceforth remain owned by the Vendee or its assignees/allottees at all times to come and the usages and title will be governed by the applicable law and the Vendee will enjoy all the rights and title on the Said Property.
7. That the land area mentioned herein is part of the approved integrated lay out plan on which the building is or to be constructed. Accordingly, the part of it may be used for common services and facilities of overall complex. However,

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the Vendee has full right, title and interest on the floor area sold to him with the land appurtenant thereto constituting the Said Property along with easement right as provided in Recital H(g).

8. That this piece of land will have unfettered right on the common services which are coming upto this land from the public areas and the Vendee will have right to usages on such services.
9. That the Said Property is being sold and conveyed by the Vendor to the Vendee for the purpose of Group Housing No-18 in the Project 'Shalimar Oneworld' and the Vendee assures and confirms to the Vendor that the Said Property shall strictly be used for Group Housing purposes only and if at any point of time it is found that the use of the Said Property is not in conformity with the purpose for which it is being sold then in such an event the Vendor shall have the rights and powers to call upon the Vendee for an explanation thereof and if the error is not rectified the Vendor, shall further have rights to move the appropriate Court of law against the Vendee for breach of trust covenants at the sole cost and responsibility of the Vendee and for cancellation of the present deed.
10. That the Vendee further irrevocably confirms, assures and represents to the Vendor that the Vendee shall get constructions over the Said Property in a workmanlike manner themselves or through qualified/competent contractors/workmen and in conformity with applicable laws, rules and regulations of the Authorities concerned and it is further clarified that the Vendor and its designated authorized officer

DEVELOPERS (P) LTD.
Al. Nien
 Authorized Signator

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Suman Agorwal DIRECTOR

shall be entitled to access at all WORKING hours of the day and on all days (EXCEPT Public Holidays) for inspection of the construction carried out over the Said Property WITH PRIOR INTIMATION OF ONE WORKING DAY.

11. The Vendee shall solely be responsible for meeting out any or all liabilities arising out of labour laws, ESI, payment of cess, payment of any compensation to the labours working at Vendee's site on account of any mis-happening and any other statutory liabilities.
12. Upon completion of construction till the plinth level, the Vendor shall inspect construction being done by the vendee to ascertain that the building is being constructed in strict accordance with the approved building plans. In case, any deviation from the approved plan is detected, the Vendee shall immediately rectify the same as per requirements and procedures of the BIS Code. The Vendor shall have the right to inspect the construction work being carried out by the Vendee on a quarterly basis during the entire construction period of the said building in accordance with the clause 9 above to which the Vendee shall have no objection.
13. That the said Property which is being sold to the Vendee is part of Integrated Township of ANS Developers Pvt. Ltd. All the rules & regulations framed by ANS Developers Pvt. Ltd. for uniformity of Integrated Township regarding building by laws, construction, upkeep, maintenance, etc. shall be strictly followed by the Vendee. If at any point of time it is found that the vendee is not following the terms, conditions, rules, regulations and understanding mutually agreed then in such

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an event the Vendor shall have the rights and powers to call upon the Vendee for an explanation thereof and if the error is not rectified the Vendor, shall further have rights to move the appropriate Court of law against the Vendee for breach of trust and covenants agreed at the sole cost and responsibility of the Vendee.

14. That the Vendor shall look after the maintenance and upkeep of the common areas and facilities of the Township outside the boundary of the Said Property/ FSI land until these are handed and the Vendor shall be responsible to hand over to some corporate body or other agency appointed by the Vendor for maintenance, upkeep, repairs, security etc. of the Township including the landscaping and common area outside the boundary of the Said Land/ Property. The Vendee or its Prospective Apartment ALLOTTEE(S) / nominees/ subsequent buyers/ Resident Welfare Association or Society, unconditionally agrees and consents to the said arrangement and the apartment allottees shall pay the recurring monthly maintenance charges for the maintenance and upkeep of the common areas and facilities of the Township outside the boundary of the said FSI land, as determined by the Vendor or its appointed maintenance agency or the RWA (Resident Welfare Association) from time to time depending upon the maintenance cost. The Township Maintenance charges shall be uniform for all the allottees / residents/RWA of the 'Shalimar Oneworld' township, provided always that the total of such charges payable by the Prospective Apartment ALLOTTEE(S)/ nominees/ subsequent buyers of Group

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DIRECTOR

Housing No-18 shall not exceed the proportion of total FSI of the Township to the FSI of the property i.e. 198185.42 sq. ft. The Vendor shall execute a separate similar 'Township Maintenance' Agreement with the customers / allottees of the 'Group Housing No.18 through the Vendee. The Prospective Apartment ALLOTTEE(S) further unconditionally agree that in the event of non-payment of any of the charges within the specified time shall also disentitle the Prospective Apartment ALLOTTEE(S) to the enjoyment of common services of the Township and the Maintenance Agency shall be free to discontinue / disconnect the said common services. Provided always that all these charges, deposits, interest charges etc will be in consonance with UPRERA rules/ guidelines, as applicable. The Vendee/residents/RWA shall also enter into a maintenance agreement with the Vendor or its nominated agency for the Common areas of the Township and shall also pay the maintenance charges.

15. THAT the Vendee shall ensure that its ALLOTTEE(S) shall have no right to cover the balconies and terrace area of the attached to the flat in any manner either by way of making temporary or permanent construction or install any kind of external equipment to cover the balconies grills and outer walls of the flat.
16. The Vendee or its nominated Agency / Resident Welfare Association shall maintain the building and all other services and common spaces inside the building and shall create a system under which no liability of any kind including financial and legal can be inflicted on the Vendor if any such comes to

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Suman Arora DIRECTOR

the notice later on. The format of the instruments will be designed and approved accordingly by the Vendor.

17. The Vendee assures the Vendor that the Vendee shall ensure that all the occupants and allottees and the Resident Welfare Association or Society of the building shall follow the rules framed for the maintenance of the services of the Township by the Vendor and shall include such provisions in all the instruments to be executed in such way that their allottees, assignees / legal heirs and occupants are liable for implementation of the rules framed for the Township for the maintenance and up keep of the services as mentioned in clause 12 and payment of the Township Maintenance Charges to the Vendor/ maintenance agency appointed in this behalf. To this effect, the Vendor shall provide a separate uniform Township Maintenance Agreement for execution with the Allottees of the Group Housing No. 18 before signing of builders buyers agreement at the time of booking to ensure timely payment of Township Maintenance Charges and implementation of rules and regulations pertaining to the Township maintenance.
18. That Vendee assures that its Prospective Apartment ALLOTTEE(S) /RWA shall sign a separate township maintenance agreement with the Vendor, or its nominated agency in pursuance of clause 12 and 15. The payable maintenance charges as demanded shall comprise of recurring township maintenance charges payable to the Vendor or Maintenance Agency appointed by the Vendor. The building

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Suman Agrawal

DIRECTOR

maintenance charges shall be payable to the Vendee / Maintenance Agency appointed by the Vendee.

19. That the Vendor has handed over the vacant, peaceful possession of the Said Property to the Vendee and the Vendee assures that the Vendee shall develop and construct this Group Housing No. 18 within a period of 60 months from the date of APPROVAL OF PLANS SANCTIONED BY THE DEVELOPMENT AUTHORITY subject to force majeure/circumstances beyond the control of Vendee.
20. That the Vendee will arrange its own water and electricity for construction purposes. The Vendor will provide NOC and other documents and assistance for this purpose, if required, in order to secure such connections and facilities. All the costs / expenses towards construction and development of the complex / building within the Said Property shall be incurred by the Vendee at its own risk and responsibility towards the same. The Vendee shall be solely responsible for obtaining the Fire Clearance and other clearances including the Completion Certificate / Occupation Certificate (whichever is applicable) from the concerned authorities at its own costs and expenses.
21. That the Vendee shall be solely responsible to take all necessary approvals and furnish Bank Guarantees / make payments of the requisite fee pertaining to Mining / Excavation, Ground water, Environment / Pollution clearance etc. pertaining to their FSI from the concerned authorities. However, the Vendor shall provide the necessary documents / NOCs to the Vendee required for the above purpose.

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A. L. Nigri
Authorised Signatory

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DIRECTOR

22. That the Vendee shall be solely responsible for furnishing the Bank guarantee / payment of supervision charges and any other charges / duties levies etc. to the concerned Controlling Authority towards construction of mechanized parking / any other activity, if proposed in the Building Plans.
23. That the Vendor shall provide the developed land as per the integrated Township policy of the Govt. of U.P. Internal development will be carried out by the Vendee at its own cost and expenses but as per specification of the integrated township policy and approved plans from the authority. The Vendee will have to pay for all connection charges of the services reaching to his building (Project) of the township as per the demand raised by the Vendor.
24. All services to be laid within the Said Property/ FSI land and building shall be in the scope of responsibility of the Vendee. However, the trunk infrastructure and services to be laid for the overall Township outside the boundary of the said FSI plot shall be in the scope of responsibility of the Vendor. It is hereby clarified that any demand pertaining to any applicable tax or charges etc. pertaining to the Said Property prior to the execution of this Agreement shall be borne by the Vendor.
25. The VENDEE shall install its own Sewerage Treatment Plant (STP) within the aforesaid FSI plot for the disposal of the building waste at its own cost.
26. The Vendee shall also have to arrange for ground water (bore well) for drinking after taking approval from the Central Ground Water Authority at its own expenses and costs

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Ah. Singh
Authorized Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Suman Agarwal
DIRECTOR.

27. That the Shalimar Oneworld Club is not a part of common area. The membership of this exclusive club is owned by the Vendor only in the Shalimar Oneworld Township and its membership shall be optional on payment of requisite membership fee/charges by the allottee(s) / resident(s) of the said building to the Vendor / Agency nominated by the Vendor subject to the fulfillment of the standard terms and conditions of enrollment and availability of membership for the said club. The membership fee/charges and rules & regulations pertaining to the said exclusive club shall be uniform for all the allottees / residents of the 'Shalimar Oneworld' township and shall be paid directly to the agency/operator operating and maintaining the club.

28. That the Vendee shall bear all the cost required for Electrical load for the proposed Group Housing/Commercial Building, proposed for development, as the case may be, the process to be followed by the Vendee is detailed as below:-

- The vendee shall get the required Load of proposed Group Housing from Shalimar One World 33/11 KV Sub-station within township. Electrical load will be sanctioned by MVVNL as per application of Vendee. MVVNL will provide estimate for the infrastructure to be developed by Vendee. Vendor will provide NOC for the required load submitted to MVVNL for sanction.
- Installation of independent 11 KV feeder by Vendee as per estimate/specification of MVVNL within the 33/11 Sub-station. From the above Independent 11 KV Feeder, 11 KV HT Cable shall be laid by Vendee up to their site.

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 DIRECTOR

Right of way will be provided by Vendor. Existing HT Cable trenches are to be used for Cable laying. Infrastructure shall be developed as per approved specification under supervision of MVVNL.

- Temporary connection for construction will be applied by Vendee after load is sanctioned.

29. That the Parties shall get the said Property under sale mutated, substituted and transferred in its name, on the basis of this Sale Deed, in the record of any authority or any other relevant records. The Vendor undertakes that it shall sign all other papers/documents required in this connection and shall do and execute such further documents in this effect to change the title of the Vendee in the records of all the authorities.
30. That the Vendor will provide services as per the terms and conditions of the term sheet/ agreements and sale deed duly executed between the parties and will be acceptable to both the parties wherever any point of difference as relates to rights, title and interest of the property and maintenance thereof arises.
31. That it is clarified that the Vendor is not responsible, in any manner whatsoever, for the breaches if any in the construction of the building or technical defects if subsequently found therein and for all such factors Vendee will be only responsible.
32. That the Vendor will be responsible to develop the road of the adjoining GH No. 18 within 60 months from the sanction of plans of Vendee for the property by LDA, and obtain the

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For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Suman Aggarwal DIRECTOR

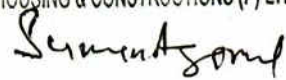
completion certificate of the common services in the Township from the Controlling Authority, if required, but it will be the responsibility of the Vendee to take completion certificate of the building and the services within its premises, and to take fire clearance and to comply with restrictions imposed by the pollution control clearance in respect to the building and for these factors only Vendee shall be responsible.

- 33.** That Vendee shall take into consideration the typology of the Township while designing the residential building Elevation/ Façade up to the maximum possible extent, and before submitting the building plans before the authority, the vendee shall take approval from the Vendor, Vendee shall inform the Vendor and the Vendor shall communicate its comments in writing from the Vendee.
- 34.** That all the marketing/publicity material for the said Group Housing project of the Vendee shall be RERA compliant. The Vendee assures the vendor that all publicity materials such as ads or jingles or TVC or any sales collaterals like Brochures, e-brochures, leaflets etc. should not violate the provisions of U.P. RERA Act. That the Vendee on its own shall get the project registered with RERA.
- 35.** The name of the Group Housing project of the Vendee shall not be similar / common with the name of the township or any other project within the Township. The name 'Shalimar Oneworld' can only be used as address of the project, but the said Group Housing Project cannot be publicized or marketed as 'Shalimar Oneworld'. The logos of 'Shalimar Oneworld' or

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 DIRECTOR

'Shalimar Group' cannot be used by the Vendee in any circumstances.

36. That the terms imposed by Vendor in this agreement or otherwise should be in compliance with UPRERA rules/provisions. In case of any variation in the terms imposed by Vendor in this agreement or otherwise and regulations of UPRERA, the rules of UPRERA will prevail. Likewise, Vendee shall follow and fully comply with the provisions of the Real Estate Regulation and Development Act (RERA).
37. That the Vendee hereby agrees that it shall abide by the provisions of the law, rules and regulations and the relevant bye-laws in force at any time and that he shall pay and discharge all duties, demands, assessments for common expenses and contributions required to be paid by him/it.
38. That Vendee assures that it shall follow the prevailing UPRERA rules/ law as regards to sale of flat including applicable Apartment Act.
39. That upon the completion of the project the Vendee shall on its own resources and cost shall obtain completion certificate from the authority.
40. That the Vendor hereby agrees and covenant with the Vendee to indemnify and keep indemnified the Vendee against all losses or damages or claims which the Vendee is made liable on account of any legal defect in the title of the land transferred.
41. That the Vendee hereby assures that Vendee and subsequent purchasers / allottee(s) of the apartment shall abide with the terms and conditions of policy and also abide with the terms

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A. L. Kishor
 Authorized Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD

Suman Arora
 DIRECTOR

and conditions mentioned in the term sheet and subsequent MOU, Notice, Policy, Circular etc. and sale deed executed between Vendor and Vendee.

42. The Vendee shall keep the Vendor indemnified of all the act and omissions to which the Vendee shall be responsible under the statutes on the purchase of this property only.
43. That the said Property is free from all kinds of encumbrances, disputes, flaws, litigation, acquisition, requisition, attachments, decree of any court or otherwise, demands, claim, liabilities notices or acquisition etc.
44. That all taxes and charges demanded by the Lucknow Nagar Nigam Lucknow, Lucknow Development Authority Lucknow, any State or Central Government or any other authorities empowered to impose the same, dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoings pertaining to the land in Group Housing No. 18 with effect from the execution date of this sale deed shall be borne by the Vendee while the taxes / charges / duties / liabilities and outgoings pertaining to the period prior to the execution of the present sale deed shall be borne by the Vendor. Each Party shall keep the other indemnified in this regard at all times.
45. That it is clarified that the Vendor shall not be responsible in relation to the construction of building block on the Said Property for breaches if any in the construction of the building, liabilities pertaining to associates, Suppliers, contractors and customers or technical defects if subsequently

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For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Director

found therein and for all such factors Vendee will be only responsible.

- 46.** That from date of execution of this deed the Vendee shall become the absolute owner of the said Property and shall be entitled to have and hold the possession, occupation and use of the Said Property and enjoy the benefits himself, their, successors and assignees forever, to take advance/ booking amount for sale of the individual apartment, and the Vendee now is absolute owner of this freehold property and Vendee holds irrevocable right to sell, lease, mortgage, alienate and/ or deal in any way the FSI/ land/ property to anyone (individual, firm, company, trust and registered or unregistered entity etc) at any time without any claim, charge, right, interest, demand and lien from the Vendor or any person or persons claiming to or under the Vendor or any reference to the Vendor.
- 47.** That Vendee has borne all cost and expenses and legal fees in respect of sale of the said Property including stamp duty, registrations fee and other incidental expenses on the Sale Deed.
- 48.** The subject matter of this sale deed for the purposes of stamp duty is proportionate land measuring 4625 Sq. Mt. (including Gram Samaj land) the valuation whereof for the purposes of calculation of the stamp duty as per the circle rate notified by collector @ ₹ 6,000/- per sq. mtr. for first 1000 Sq. Mt. comes to ₹ 60,00,000/- only and for remaining area of 3625 Sq. Mt. at the rate of ₹ 4,200/- (6,000-30%) comes to ₹ 1,52,25,000/- as such the total market value of the land comes to

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For ABHAY UDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Director
DIRECTOR.

₹ 2,12,25,000/- . Since the Sale Consideration is higher than the Market Value therefore stamp duty of ₹ 1,88,61,600/- has been paid on the Sale consideration vide E-Stamp Certificate No. IN-UP43701030643120W DATED 23-JAN-2024 OF ₹1,79,53,000/- AND IN-UP88574089427156W DATED 06-MAR-2024 OF ₹ 9,08,600/- . There is no construction on the Said Property.

SCHEDULE OF PAYMENT

- a. Paid a sum of ₹6,00,00,000/- (Rupees Six Crores Only) through RTGS vide UTR No. UBINR22023072801975294 dated 28-07-2023 from Union Bank of India, Lucknow.
- b. Paid a sum of ₹5,00,00,000/- (Rupees Five Crores Only) through RTGS vide UTR No. UBINR22023072801975492 dated 28-07-2023 from Union Bank of India, Lucknow.
- c. Paid a sum of ₹4,00,00,000/- (Rupees Four Crores Only) through RTGS vide UTR No. UBINR22023082201368474 dated 22-08-2023 from Union Bank of India, Lucknow.
- d. Paid a sum of ₹ 5,00,00,000/- (Rupees Five Crores Only) through RTGS vide UTR No. UBINR22023090401145172 dated 04-09-2023 from Union Bank of India, Lucknow.
- e. Paid a sum of ₹ 5,39,06,092/- (Rupees Five Crores Thirty Nine Lakhs Six Thousand and Ninety Two Only) through RTGS vide UTR No. UBINR22023121501441580 dated 15-12-2023 from Union Bank of India, Lucknow.

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Authorised Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Suman Agwani
DIRECTOR

- f. Paid a sum of ₹ 1,28,49,408/- (Rupees One Crore Twenty Eight Lakhs Forty Nine Thousand Four Hundred Eight only) through RTGS vide UTR No. UBINR22024022901374438 dated 29-02-2024 from Union Bank of India, Lucknow.
- g. ₹ 25,64,708/- deposited as TDS vide Challan No. 01521 dated 08-01-2024 in Punjab National Bank.
- h. ₹ 1,29,792/- deposited as TDS vide Challan No. 00118 dated 02-03-2024 in Punjab National Bank.

Total Paid Consideration of ₹ 26,94,50,000/- (Rupees Twenty Six Crores Ninety Four Lakhs Fifty Thousand only).

SCHEDULE OF PROPERTY

FSI in Group Housing No. 18 multistoried residential building to be constructed on a Part of Khasra No 130 & 164, a part of project known as 'Shalimar Oneworld' measuring undivided proportionate Land Area 4625 Sq. Mtr. (including GS Land measuring 195 Sq. Mtr.), situated at Village Baghamau Distt. Lucknow delineated and marked in the annexed site plan which is bounded as under: -

- North : Other's Plot
 South : Entrance (20 mtr wide Road)
 East : Remaining Part of GH-18 Group Housing In Shalimar One World
 West : Other's Plot

ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

A L Singh
 Authorised Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

Sanjay Agarwal
 DIRECTOR

आवेदन सं०: 202400821017621

विक्रय पत्र

बही सं०: 1

रजिस्ट्रेशन सं०: 2923

वर्ष: 2024

प्रतिफल- 269450000 स्टाम्प शुल्क- 18861600 बाजारी मूल्य- 21225000 पंजीकरण शुल्क - 2694500 प्रतिलिपिकरण शुल्क - 140 योग : 2694640

श्रीमती अभ्युदय हाउसिंग एण्ड कंस्ट्रक्शन्स प्रा. लि. द्वारा
सुमन अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,
पत्नी श्री स्व. राजेश अग्रवाल
व्यवसाय : व्यापार
निवासी: कार्यालय-प्रथम तल, 1/6, गोखले मार्ग, लखनऊ

Suman Agrwal



श्रीमती. अभ्युदय हाउसिंग एण्ड कंस्ट्रक्शन्स प्रा. लि. द्वारा

सुमन अग्रवाल अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 19/03/2024 एवं 12:17:16
PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रमाणित
उप निबंधक : सदर द्वितीय
लखनऊ
19/03/2024

नमिता श्रीवास्तव
निबंधक लिपिक
19/03/2024

प्रिंट करें



IN WITNESS WHEREOF, the Vendor and Vendee and the confirming party have set their respective hands with healthy and free mind on these presents on the day, month, and year first above written in presence of the following witnesses:-

WITNESSES:

1.

PK



(Piyush Agarwal)
S/o Sri Ajant Agarwal
R/o 35B, J-Park
Mahanagar Extension, Lucknow

ANS DEVELOPERS PVT. LTD.
PK
Authorised Signatory



VENDOR

2.

Pulkit A



(Pulkit Agarwal)
S/o Late Sri Rajesh Agarwal
R/o 1/6, Gokhalé Marg, Lucknow



UDAYA HOUSING & CONSTRUCTIONS (P)

Seema Agarwal

VENDEE DIRECTOR

Drafted by :

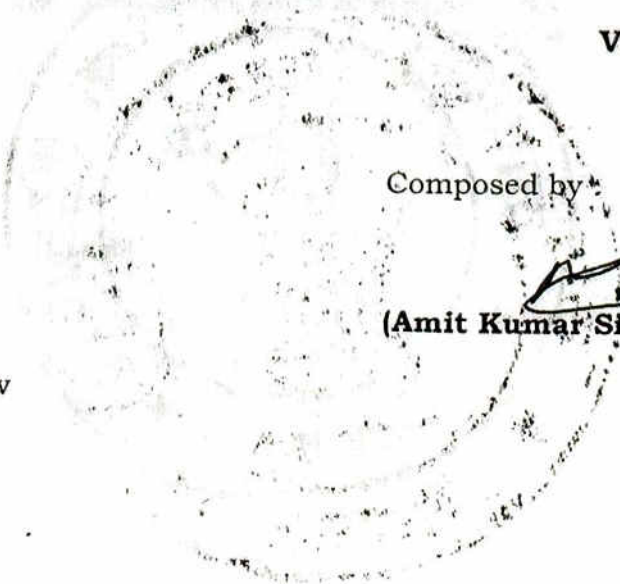
A

(Arun Khanna)
Advocate
Civil Court, Lucknow

Composed by :

Amit Kumar Singh

(Amit Kumar Singh)



वही सं०: 1

रजिस्ट्रेशन सं०: 2923

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि व प्रलेखानुसार उक्त

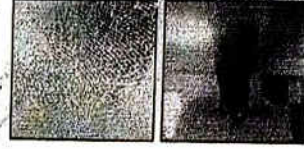
विक्रेता: 1

श्री मे. ए एन एस डेवलपर्स प्रा. लि. के द्वारा सईयद अनवर महमूद रिज़वी,
पुत्र श्री सईयद महमूद अली रिज़वी

निवासी: कार्यालय-ए2/3, एफ एफ सफ़रजंग एनकेलेव, साउथ दिल्ली, दिल्ली

व्यवसाय: व्यापार

क्रेता: 1



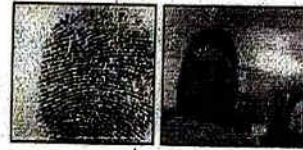
श्रीमती अभ्युदय हाउसिंग एण्ड कंस्ट्रक्शन्स प्रा. लि. के द्वारा सुमन
अग्रवाल, पत्नी श्री स्व. राजेश अग्रवाल

निवासी: कार्यालय-प्रथम तल, 1/6, गोखले मार्ग, लखनऊ

व्यवसाय: व्यापार

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

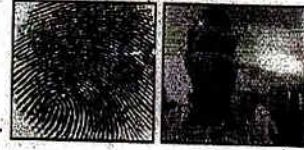


श्री पियूष अग्रवाल, पुत्र श्री अजन्त अग्रवाल

निवासी: 35 बी, जे-पार्क, महानगर, विस्तार, लखनऊ

व्यवसाय: व्यापार

पहचानकर्ता: 2



श्री पुलकित अग्रवाल, पुत्र श्री स्व. राजेश अग्रवाल

निवासी: 1/6, गोखले मार्ग, लखनऊ

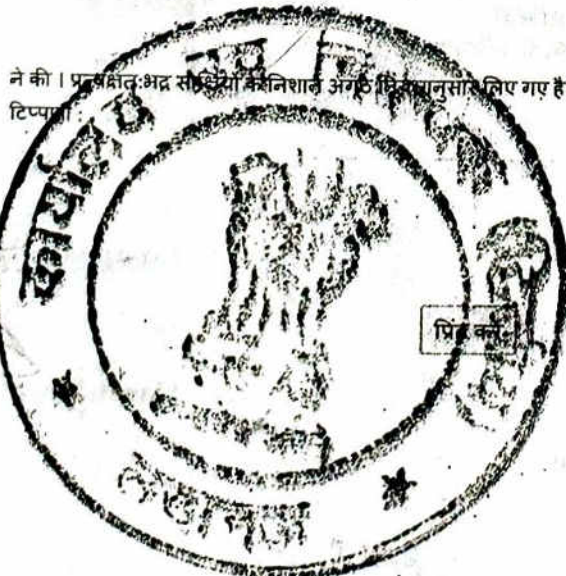
व्यवसाय: व्यापार

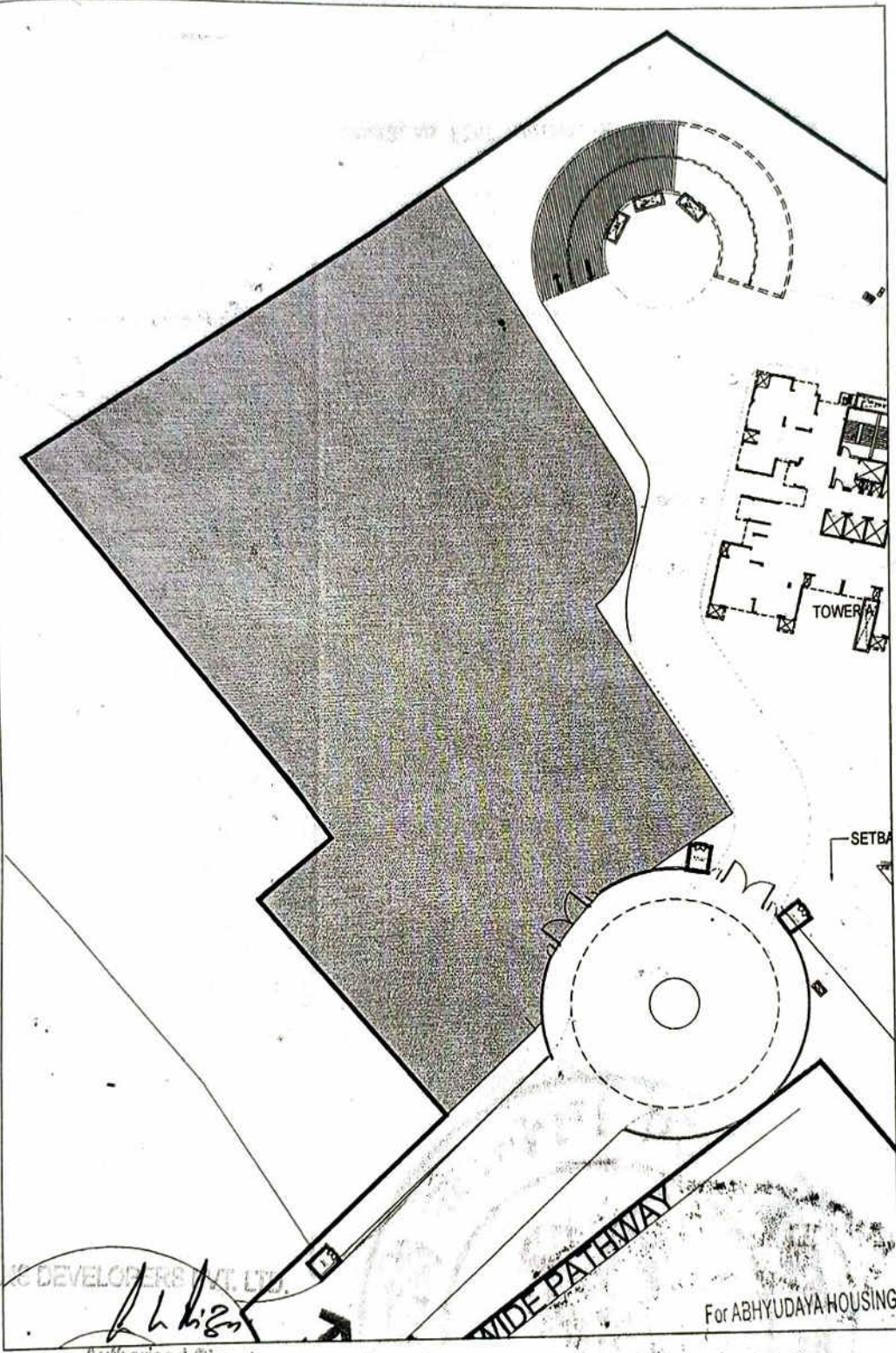
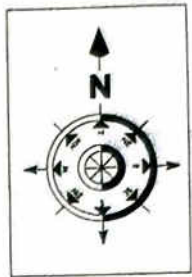


रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबंधक / सदर द्वितीय
लखनऊ
19/03/2024

नमित शिवाचर
निबंधक / सदर लखनऊ
19/03/2024





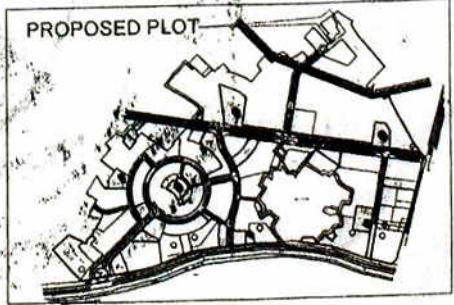
ABC DEVELOPERS PVT. LTD.

[Signature]
Authorized Signatory

For ABHYUDAYA HOUSING & CONSTRUCTIONS (P) LTD.

[Signature] DIRECTOR/LAN

NORTH: OTHER'S PLOT
SOUTH: ENTRANCE (ROAD)
EAST: REMAINING PART OF GH-18
WEST: OTHER'S PLOT



आवेदन सं०: 202400821017621

बही संख्या 1 जिल्द संख्या 27410 के पृष्ठ 81 से 140 तक क्रमांक 2923 पर दिनांक
19/03/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



उप निबंधक / सदर दफ्तर

लखनऊ

19/03/2024

फिट कर

