

Stamp: Rs. 16,07,600/-

### SALE DEED .

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1.	Nature of Land	Agriculture
2.	Pargana & District	Lucknow
3,**	Village	Mutakkipur
4.	Details of Property	Land bearing Khasra No. 200, 370, 219, 157, 158, 159 Ka, 159 Kha & 154
5.	Area	In Hectare
6.	Area of the Property	2.3437 Hectare
7,	Road	500 meter sway from IIM Road
8.	Type of Property	Agriculture
9.	Consideration	Rs. 1,60,75,250/-
10.	Valuation ,	Rs. 51,26,841,750
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#### BOUNDARIES OF KHASRA NO. 200

East Land Khasra no. 202 and 208

Land Khasra no. 200 pari. West:

Land Khasra no. 198, 199 North:

Land Khasra no. 372, 373, 374, 371 & 376 South



#### BOUNDARIES OF KHASRA NO. 370

East : Land Khasra no. 367

West: Land Khasra no. 230

Chak Road thereafter Land Khasra no. 371 North:

South: Land Khasra no. 369 & 368



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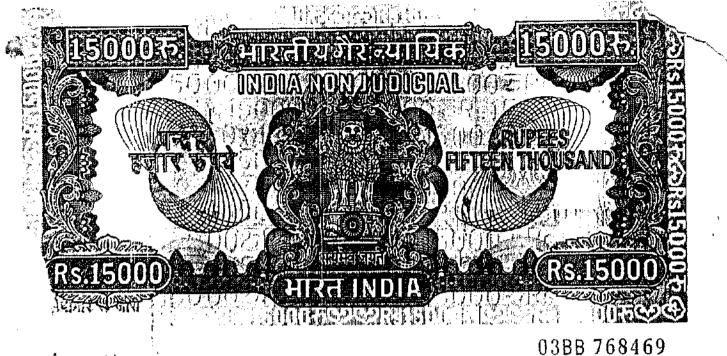
# BOUNDARIES OF KHASRA NO. 219

East : Chak Road thereafter Land Khasra no. 231, 232, 220

West : Land Khasra no. 215, 217 & 218

North: Land Khasra no. 214
South: Land Khasra no. 217

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# BOUNDARIES OF KITASRA NO. 157

-5-

East : Chak Road

Chak Road thereafter Land Khasra no. 170

West :

Chak'Road and Boundary of Gram- Mubarakpur.

North:

Laud Khasra no. 156

South:

Land Khasra no. 158

Janu Kuasia no. 190

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### **HOUNDARIES OF KHASRA NO. 158 and 159 Ka**

East: Chak Road thereafter Land Khasra no. 170 and 166

West: Chak Road and Boundary of Gram-Mubarakpur

North: Land Khasra no. 157

South: Land Khasra no. 100

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# BOUNDARIES OF KHASRA NO. 159 Kmaji

East :

Chak Road thereafter Land Khasra no. 170

West:

Chak Road & Boundary of Gram- Mubrakpur

North:

Land Khasra no. 158

South:

Chak Road thereafter Land Khasra no. 160



-8-

## **HOUNDARIES OF KHASRA NO. 154**

East :

Land Khasra no. 155

West:

Chak Road and Boundary of Gram-Mubarakpur

North:

Land Khasra no. 153

South:

Land Khasra no. 156

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Name of the Seller-

FOODS SURYA SEASON PRIVATE LIMITED a company incorporated under the Companies Act, 1956, having its Registered Office at Shop No. 7-H, First Floor, Pragati Kendra, Kapoorthala, Aliganj, Lucknow, through its Authorized Signatory Sri B.K. Saxena, S/o Dr. O.N. Saxena, R/o 34, Triveni Ganj, Lucknow.

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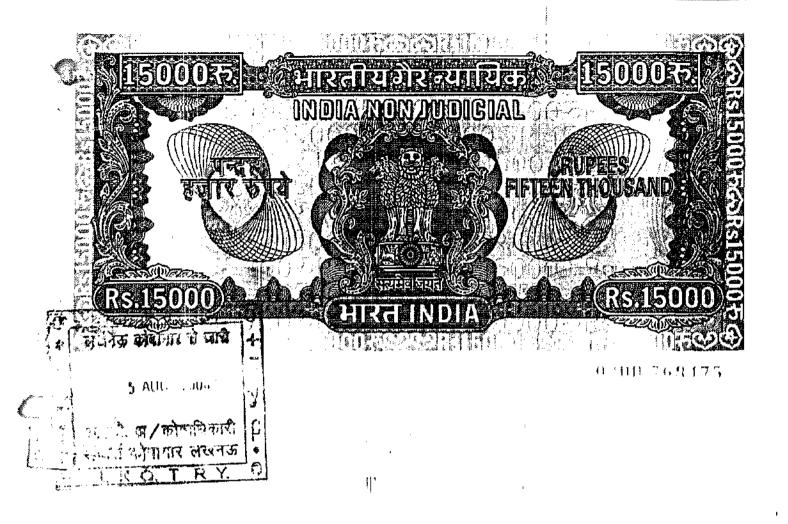
Name of the Purchaser-

HORIZON INFRACON PRIVATE LIMITED having its registered office at SU-12 & 13, Bhikaiji Cama Bhawan, Bhikaiji Cama Place, New Delhi- 110066, through its authorized signatory Sri T.K. Dikshit, S/o Late Sri C.S. Dikshit R/o B-703, Mahanagar, Lucknow.

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THIS DEED OF SALE is executed this the 11" day of August 2006 by M/s. Surya Season Foods Private Limited, a company incorporated under the

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Companies Act, 1956, having its Registered Office at Shop No. 7-H, First Floor, Pragati Kendra, Kapoorthala, Aliganj, Lucknow, PAN No.AAHC52698Q through



-13-

its Authorized Signatory Sri B.K. Saxena, S/o Dr. O.N. Saxena, R/o 34, Triveni Ganj, Lucknow, (hereinafter referred to as the Seller) which expression, unless



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reputation to the context, dual mean and include his holes, legal representatives, successors, administrators, executors, transferees, assignees etc. in favour of



M/s Horlzon Infracon (P) Ltd., having its registered office at SU-12 & 13, Bhikaiji Cama Bhawan, Bhikaiji Cama Place, New Delhi- 110066, PAN No. AABCH7159K through its authorized signatory Sri T.K. Dikshit, S/o Sri C.S.

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Dikshit, R/o B-703, Mahanagar, Lucknow (hereinafter referred to as the Purchaser) which expression, unless repugnant to the context, shall mean and

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include it's legal representatives, administrators, executors, transferees, assignees etc.

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#### WHEREAS:

That the Seller purchased, the land mentioned as hereunder from its 1. previous owners by six different registered sale deeds the details of which is as follows: .

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.19.

Land bearing Khata No. 00020 & Khasra no. 200 measuring 1.2277 A. hect. Situated at Gram- Mutakkipur, Pargana, Tehsil & District-Lucknow, from Sri Asharaf Beg and others through registered sale



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deed dated 31.05.2006 and the same is registered in the office of Sub-Registrar, II, Lucknow, in Book No. 1, Jild 5779, pages 27-28 at Serial no. 4908 dated 31.05.2006.

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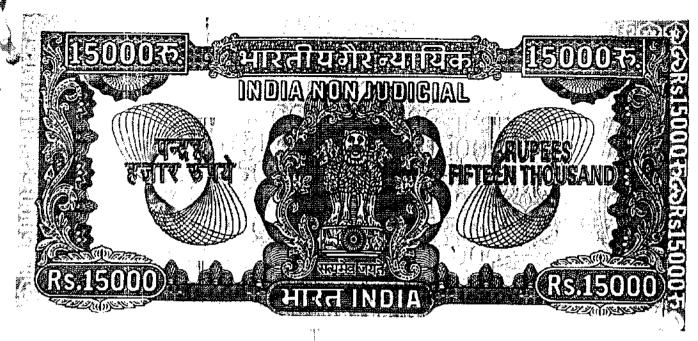
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Land bearing Khata No. 00090 & Khasra no. 370 measuring 0.039 В. heet Situated at Gram- Mutakkipur, Pargana, Tehsil & District-



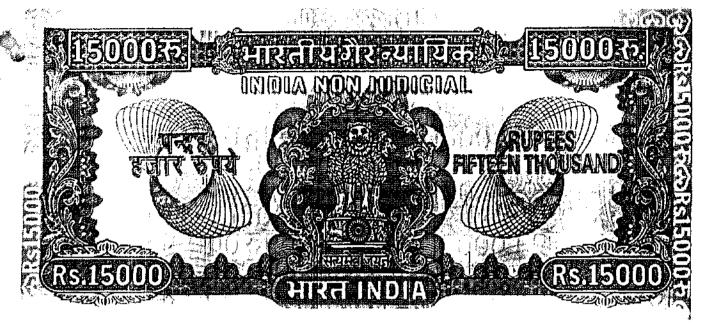
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Lucknow, from Sri Irshad Beg through registered sale deed dated 01.06.2006 and the same is registered in the office of Sub-Registrar.

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II, Lucknow, in Book No. 1, Jild 5781 pages 281-304 at Serial no. 4948 dated 01.06.2006.

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C. Land bearing Khata No. 00203& Khasra no. 219 measuring 0.506 heet. Situated at Gram- Mutakkipur, Pargana, Tehsil & District-Lucknow, from Sri Muneer Beg and others through registered sale

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deed dated 11.07.2006 and the same is registered in the office of Sub-Registrar, II, Lucknow, in Book No. 1, Jild 5882, pages 145-178 at Serial no. 6390 dated 11.07.2006.

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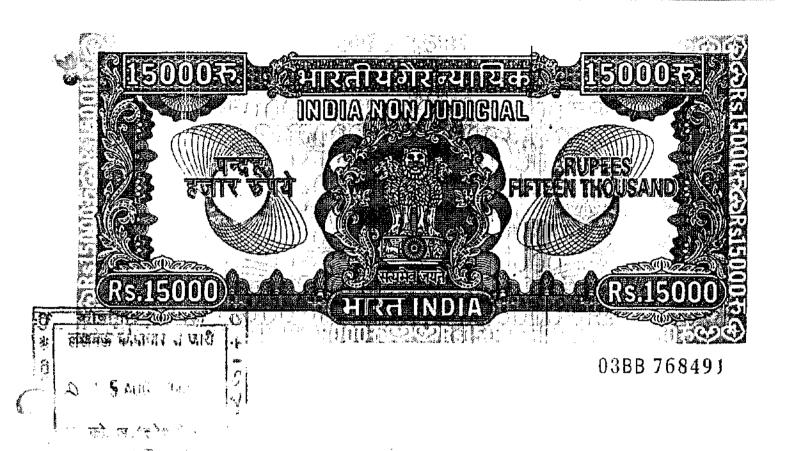


-26-

D. Land bearing Khata No. 00131 & Khasra no. 157 measuring 0.130 heet. Situated at Gram-Mutakkipur, Pargana, Tehsil & District-Lucknow, from Sri Mirza Ateeq Beg through registered sale deed

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dated 21 07 2006 and the same is registered in the office of Sub-Registrar, II, Lucknow, in Book No. 1, Jilá 5910, pages 133-156 at Serial no. 6794 dated 21.07.2006.

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E. Land bearing Khata No. 00229 & Khasra no. 158 & 159 Ka measuring 0 182 heet. Situated at Gram-Mutakkipur, Pargana, Tehsil & District-Lucknow, from Sri Mirza Beg and others through registered sale deed dated

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21.07.2006 and the same is registered in the office of Sub-Registrar, II. Lucknow, in Book No. 1, Jild 5910, pages 103-132 at Serial no. 6793 dated 21.07.2006.

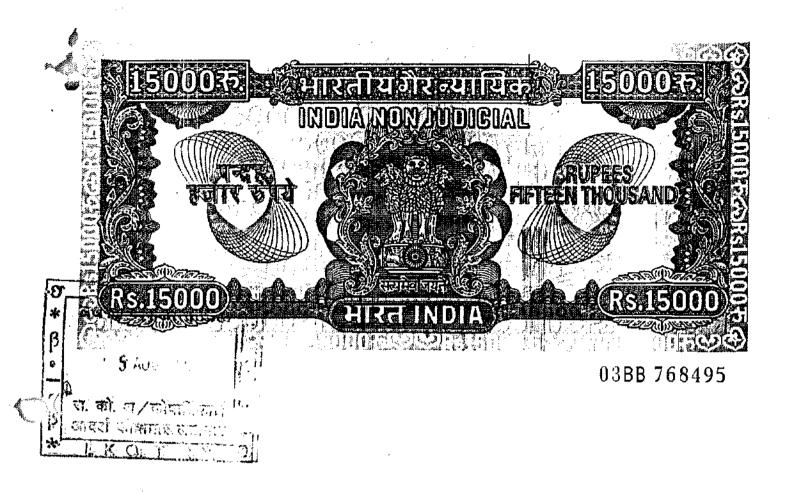
Contd......30..



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F. Land bearing Khata No. 00333 & Khasra no159 Kha and 154 measuring 0.259 hect. situated at Gram- Mutakkipur, Pargana, Tehsil & District- Lucknow, from Sri Haseeb Beg and others

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-31.

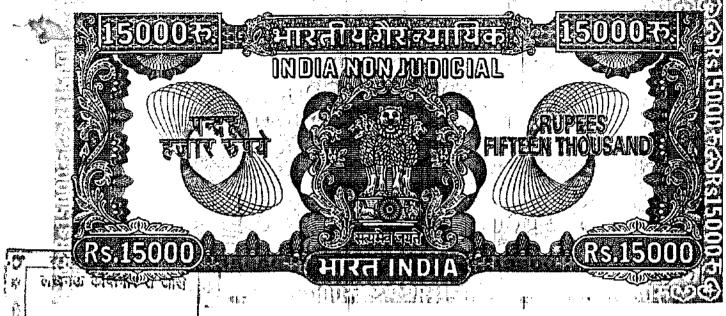
through registered sale deed dated 21.07.2006 and the same is registered in the office of Sub-Registrar, II, Lucknow, in Book No. 1, Jild 5910, pages 133-156 at Serial no. 6792 dated 21.07.2006.

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The Seller by virtue of said sale deeds in its favour is the absolute owner in 2. possession with transferable rights in relation to the agricultural land detailed above total admeasuring to 2.3437

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Heotare, situated at Village Mutakkipur, Pargana, Tehsil and District-Lucknow, (hereinafter referred to as the said "Property"); and

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3. The Seller has assured the Purchaser that it has good, marketable, unencumbered and transferable rights in the aforesaid land and there is no impediment or restriction of any sort whatsoever on it's transfer by the

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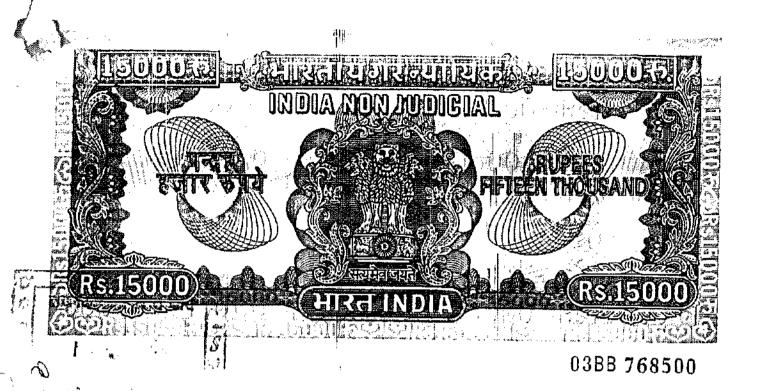
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Seller in favour of the Purchaser and that the name of the Seller is already mutated in the revenue records; and

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4. The Seller being in need of money for its business use and therefore, is desirous of transferring by way of sale, all his right, title & interest in above mentioned lands.

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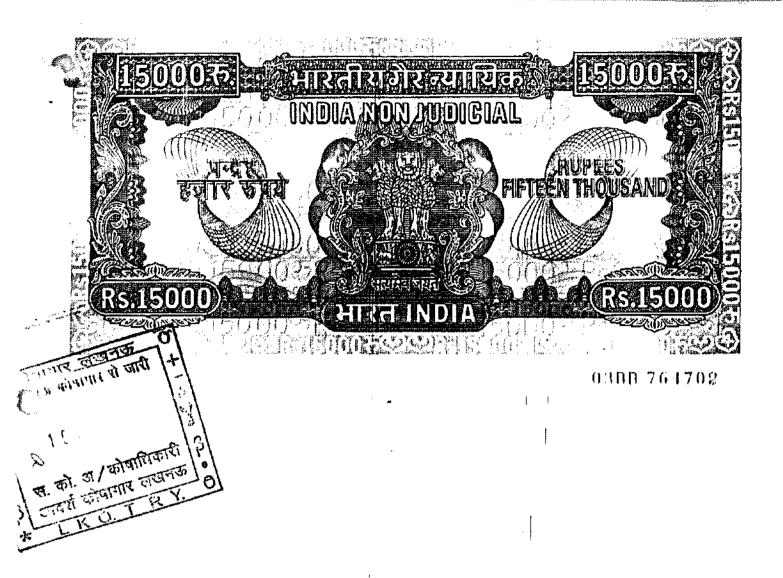
कि स. को. अ/दोबाहि दारी अस्त को अंग्रामार संस्थानक अस्त कोवामार संस्थानक अस्त कोवामार संस्थानक 03BB 764701

5. The Purchaser is willing to buy the property from the Seller, and the Seller is willing to sell the same absolutely to the Purchaser, the Purchaser has

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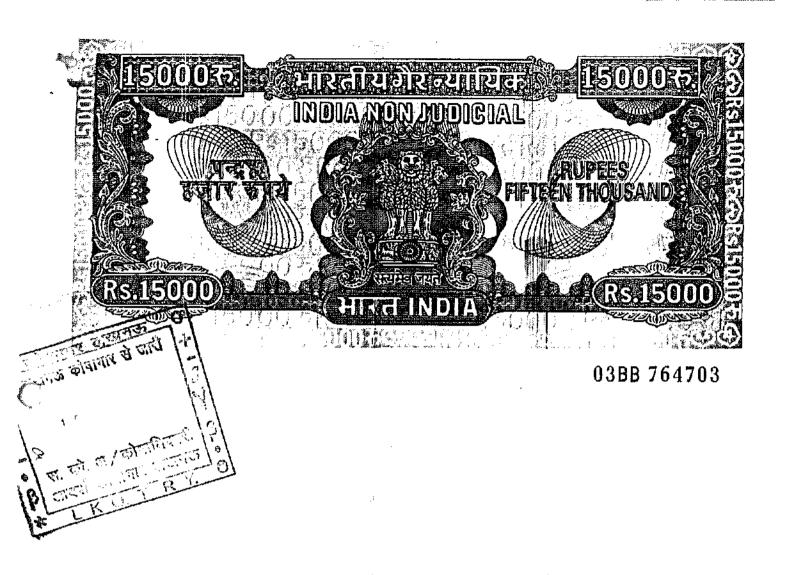
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agreed with the Seller to purchase all his right title & interest in the Property, for a total sale consideration of Rs. 1,60,75,250./- (Rupees One Crore Sixty Lacs Seventy Five Thousand Two Hundred Fifty Only); and

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.39.

The Purchaser has, on this day of the execution of this Deed of sale, paid to 6. the Seller a sum of Rs 1,60,75,250 /- (Rupees One Crore Sixty Lacs



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Seventy Five Thousand Two Hundred Fifty Only) which constitutes the total sale consideration, the receipt and sufficiency whereof is hereby acknowledged by the Seller.

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Now therefore,

## THIS DEED OF SALE WITNESSETH AS UNDER :-

1. That in consideration of the said sum of Rs. 1,60,75,250./- (Rupees One Crore Sixty Lacs Seventy Five Thousand Two Hundred Fifty Only) paid by the Purchaner to the Seller, the receipt and sufficiency whereof is hereby

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acknowledge by the Seller, the Seller doth hereby transfers, conveys, teleases and assigns by way of absolute sale of the agricultural land

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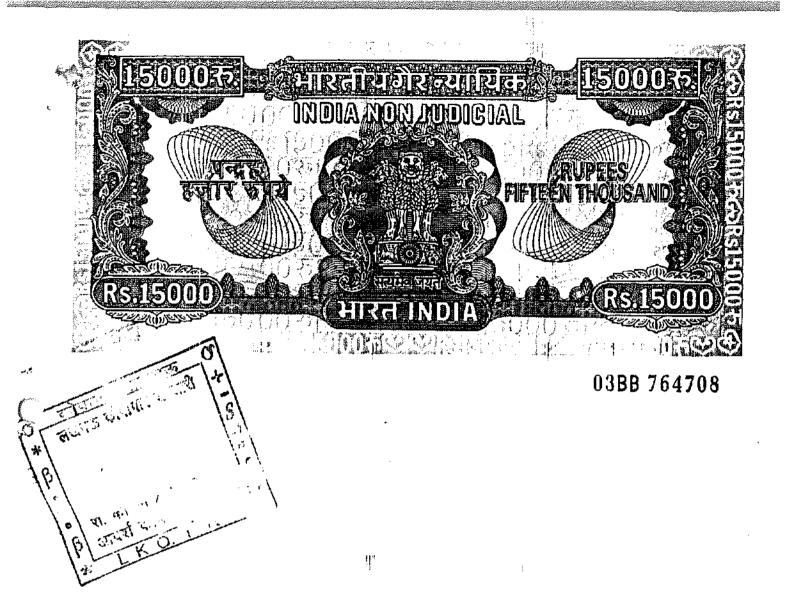
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detailed above, total area admeasuring 2.3437 hectare situated at Village Mutakkipus, Pargana Lohsil and District, Lucknow, the Property morefully detailed at the foot of this deed and shown in the annexed plan with ALL

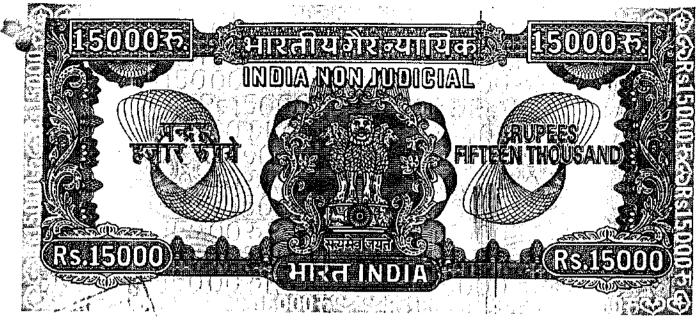
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the estate, rights, title, interests, claims, demands, easements, privileges and appurtonances whatsoover of the Seller in or to the property hereby sold and every part thereof, with vacant possession, in favour of the



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Purchaser TO HOLD the same as absolute owner thereof with all rights, title and interest belonging to or enjoyed with the said land without any hindrances, interruption or interference from any body whosoever.

Contd.........46...

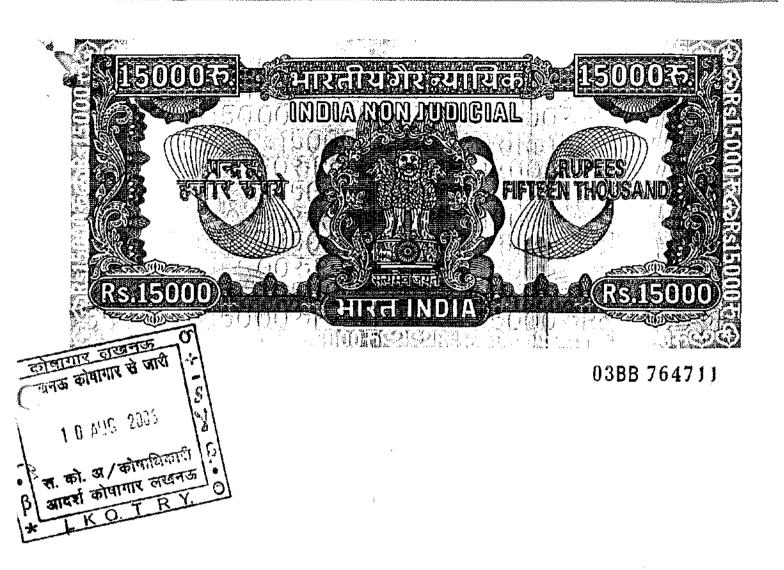


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2. That the Seller has delivered to the Purchaser the vacant and peaceful possession of the property transferred under this Deed of Sale and the

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Purchaser shall be entitled to use and enjoy the same in the manner in

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which it may consider proper.

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3. That the Seller hereby declares and has assures the Purchaser that it is the sole owner of the property transferred under this Deed of Sale, having every right and legal capacity to transfer it to the Purchaser and the same is



free from all sort of liens, charges, encumbrances and hingations and the same is not under any Court attachments or acquisition.

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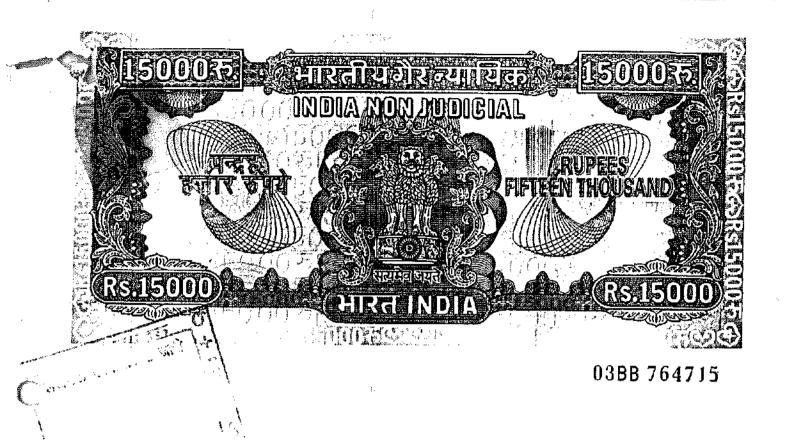
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That the Seller has further assured the Purchaser that all dues, taxes, rents, 4. demands etc. whatsoever liable to be paid with respect to the property

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-51-

transferred under this Deed of Sale up to the date of execution of this Deed

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of Sale have been fully paid and no dues, rents, demands, taxes etc. of any nature whatsoever are outstanding against the Seller prior to the date of execution of this Deed of Sale and in case the Purchaser has to pay any

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taxes, dues, rent demands etc. pertaining prior to the date of execution of this Deed of Sale, the Seller shall reimburse the same to the Purchaser.

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However, from the date of execution of this Deed of Sale, the Purchaser shall be liable to pay all such taxes, rents, demands etc. payable with respect to the property.

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5. That, in case the Purchaser is deprived of whole or any portion of the property hereby conveyed to the Purchaser, on account of any defect in the title of the Seller, the Purchaser shall be entitled to recover from the Seller,

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their legal representatives, executors, administrators, successors etc. whole or part of the sale consideration together with all damages. Further, if at any time hereinafter, by reason of any act or default or omission or

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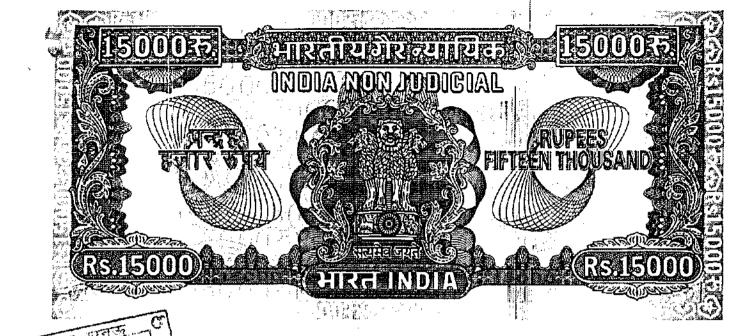
-57-

commission on the part of the Seller, any other person finally establishes any claim to the property transferred under this Deed of Sale or to any part thereof, the Seller doth hereby agree to save harmless and keep

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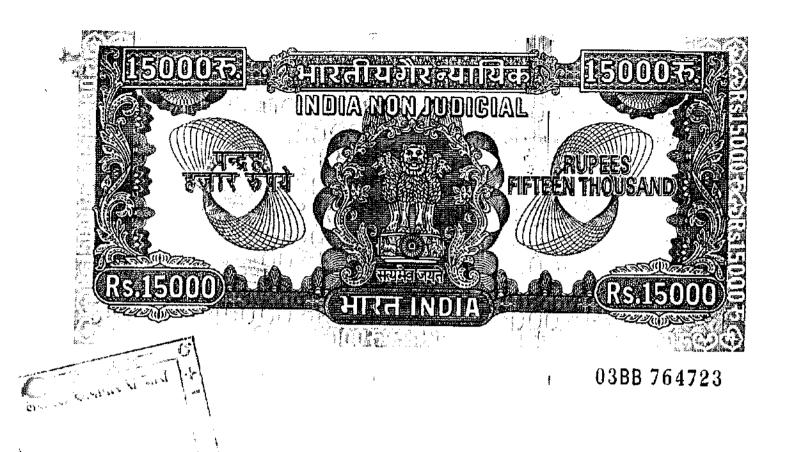
-58-

indemnified the Purchaser and to refund the sale consideration to the extent

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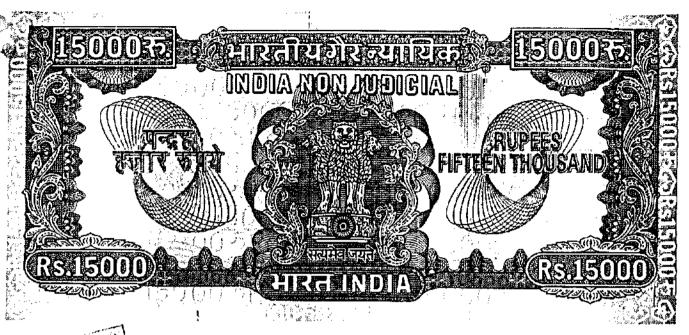
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of right affected in the Property transferred under this Deed of Sale and to make good the loss, if any, sustained by the Purchaser.

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6. That all the cost for the stamp duty, expenses and charges for the registration of this Deed of Sale have been borne by the Purchaser.

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7. That the Seller and all persons claiming under him do hereby further agree with the Purchaser that at all times hereafter and upon any reasonable



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request to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property or any part thereof to the Purchaser and its

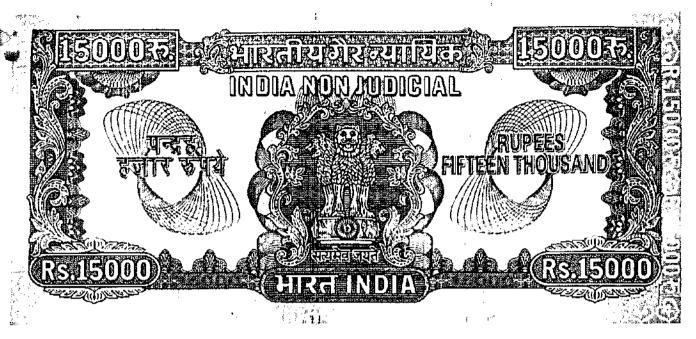


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representative and placing it in possession of the same according to the true intent and meaning of these presents as shall or may be reasonably required.

Contd......64

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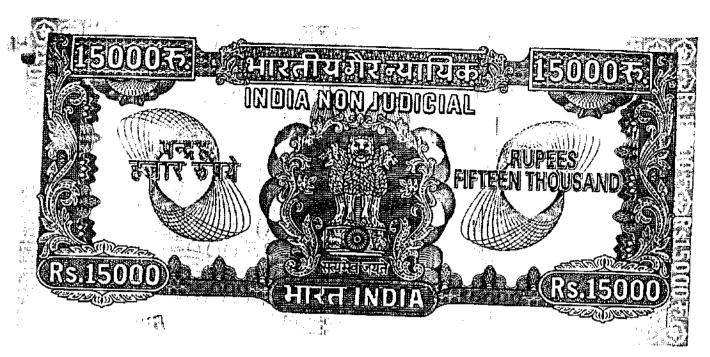
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8. Provided always and it is hereby agreed that wherever such an interpretation would be requisite to give the fullest possible scope and

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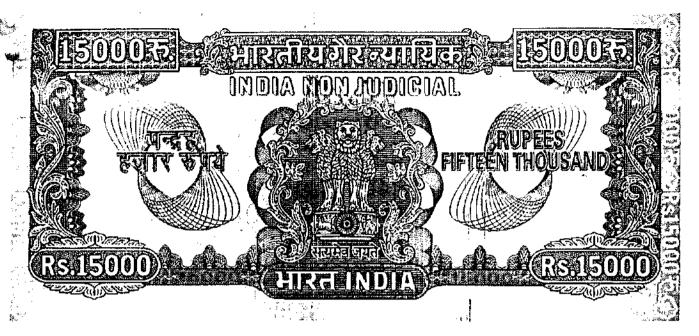


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effect to any contract or covenant herein contained the expressions "The Seller" and "the Purchaser" herein before used shall include their respective heirs, legal representatives, successors and assigns.

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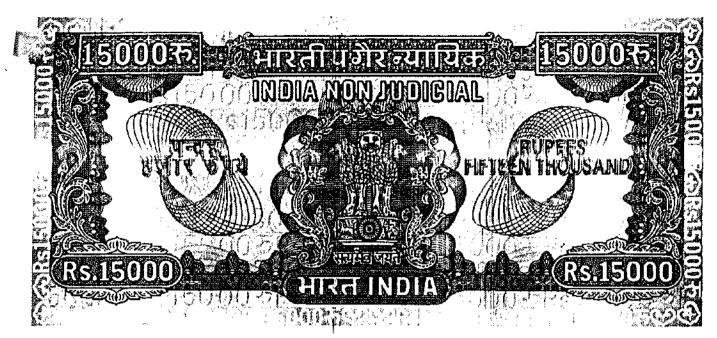


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9. That the property transferred under this Deed of Sale is not situated on any National Highway, State Highway, District Road or Link Road, nor are there any trees, wells, constructions or tube-wells whatsoever on the

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aforesaid property hereby conveyed. The property situates beyond more than 500 meters from the main IIM Road. The property hereby conveyed is

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an agricultural land. Further, the property hereby conveyed situates

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beyond the Municipal Limits and no development work has been carried out within the peripheral limits of 200 meters of the same.

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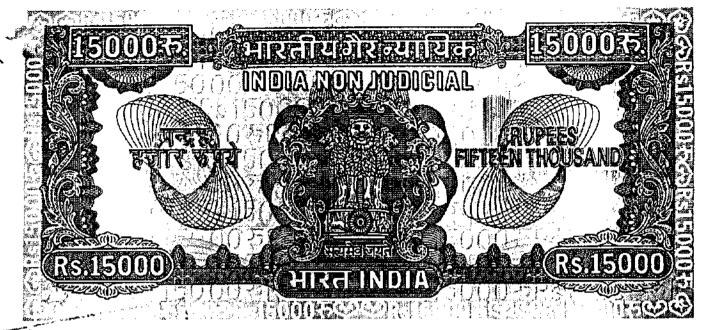
Contd..........70...

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It is further declared that the Seller is NOT a member of the



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Scheduled Caste/Scheduled Tribe. The property transferred under this Deed of Sale has not been acquired by Government or any Authority like

Contd 77



-72-

LDA & U.P. Avas Evam Vikas Parishad, or Body under any plan whatsoever.

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.73.

The Seller further declares categorically that barring the Deed of

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Sale he has not executed any other deed or document of any description whatsoever in respect of the property hereby transferred to the Purchaser.



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The present as well as the permanent addresses of the Seller and the Purchaser are the same as mentioned above.

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That the total area of the premises transferred under this deed is 2.3437 Hectare (Two Point Three Four Three Seven), the value of

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the property as fixed by the Collector Lucknow is Rs. 17,50,000/- per hectare, according to which the market value of the property comes to

सालाई कोबा कह**, लाखनऊ** मुख्य रो**ण्डिल** 



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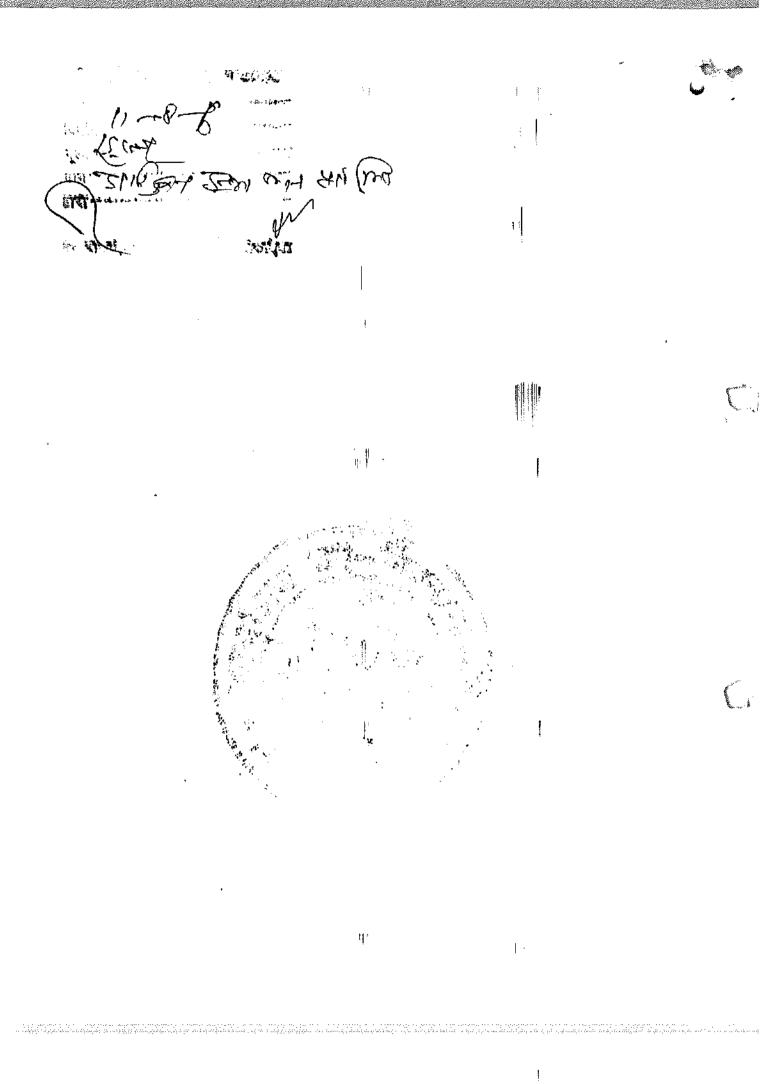
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Rs. 41,01,475/- (Rs. Forty One Lacs One Thousand Four Hundred Seventy Five only), but the Purchaser being a company, there is an enhancement of

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25% on such valuation and accordingly the enhanced market value of the property comes to Rs. 51,26,843.75 (Rs. Fifty One Lacs Twenty Six

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Thousand, Eight Hundred Forty three & paise Seventy Five only). The actual sale consideration of Rs. 1,60,75,250./- (Rupees One Crore Sixty

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Lacs Seventy Five Thousand Two Hundred Fifty Only) is higher than the

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market value of 51,26,843.75 say Rs. 51,26,844/- (Rs. Fifty One Lacs

Twenty Six Thousand,

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Eight Hundred Forty Four only). Hence, the stamp

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duty on sale consideration of Rs. 1,60,75,250./- (Rupees One Crore Sixty

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Lacs Seventy Five Thousand Two Hundred Fifty Only) i.e. on the actual



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value paid for the transfer of the property comes to Rs. 16,07,600/-

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4.

(Rs. Sixteen Lacs Seven Thousand Six Hundred only) and has been paid accordingly by the Purchaser.

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# SCHEDULE OF PAYMENT

1. Rs. 1,60,75,250./- (Rupees One Crore Sixty Lacs Seventy Five Thousand Two

Contd......89..



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Hundred Fifty Only) vide combined Bankers Cheque no. 005469 dated 02.08.2006 issued by HDFC Bank, New Delhi.

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We the Seller hereby acknowledge having received a sum of Rs. 1,60,75,250./-

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(Rupees One Crore Sixty Lacs Seventy Five Thousand Two Hundred Fifty Only) as detailed above and now nothing is payable to the Seller by the Purchaser.

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### SCHEDULE OF THE PROPERTY HEREBY SOLD

Agricultural land of Khata Nos. 00020, 00090, 00203, 00131, 00229 & 00333

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respectively and Khasra nos. 200, 370, 219, 157, 158, 159 Ka, 159Kha & 154

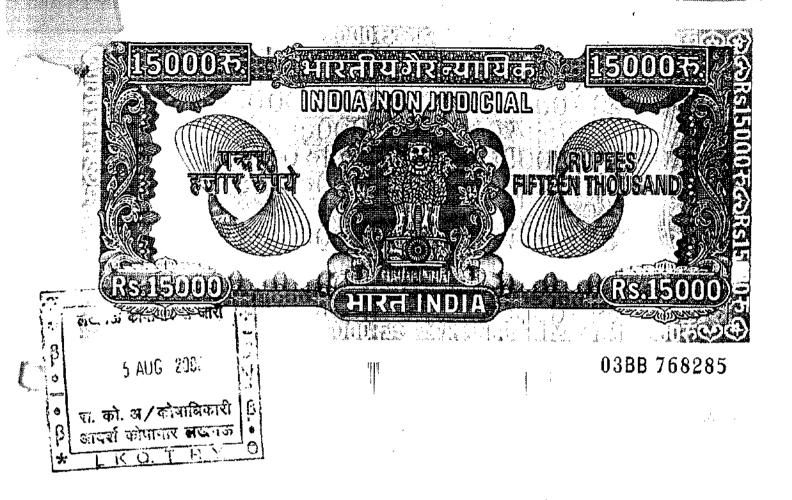
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respectively total area admeasuring 2.3437 Hectare situated at Village Mutakkipur, Pargana Tehsil and District, Lucknow which is bounded as under: -

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### **BOUNDARIES OF KHASRA NO. 200**

East

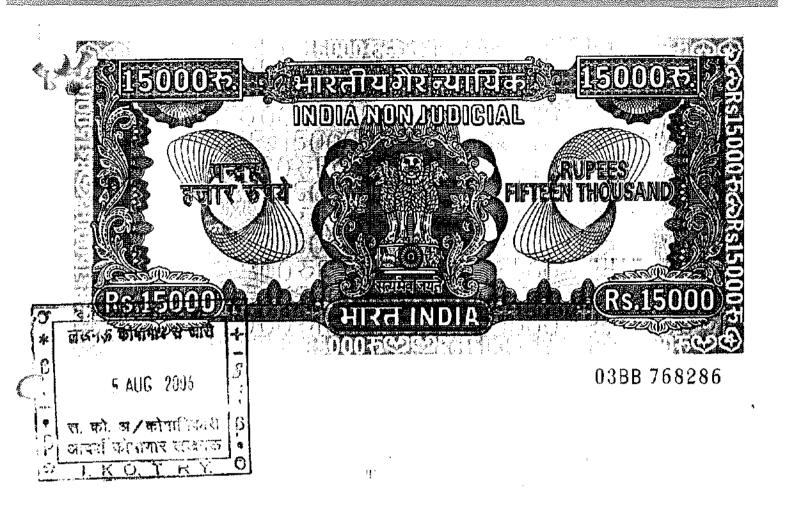
Land Khasra no. 202 and 208

West:

Land Khasra no. 200 part.

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-96-

North:

Land Khasra no. 198, 199

South:

Land Khasra no. 372, 373, 374, 371 & 376



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## BOUNDARIES OF KHASRA NO. 370

East :

Land Khasra no. 367

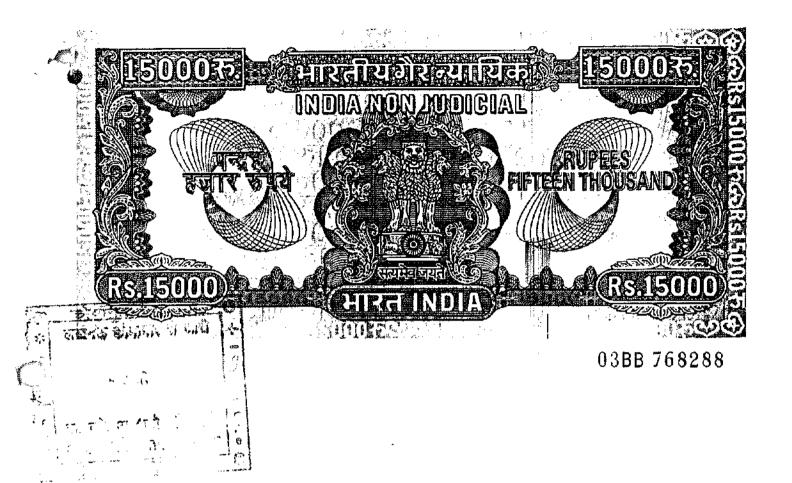
West:

Land Khasra no. 230

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North:

Chak Road thereafter Land Khasra no. 371

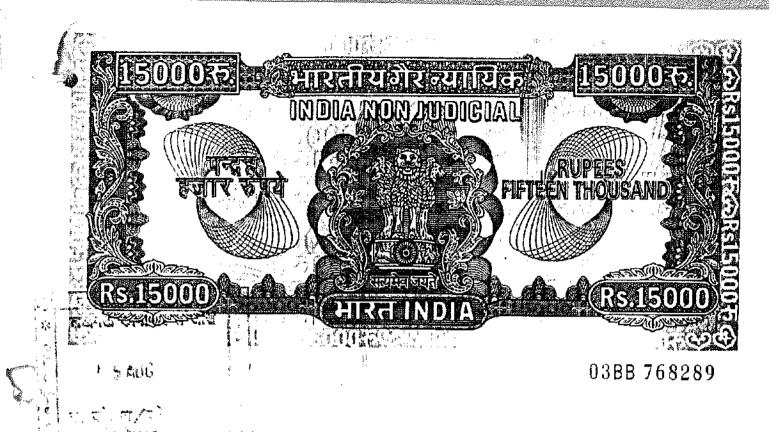
South:

Land Khasra no. 369 & 368

Of Minh

Contd.........99...

 $a^{-1}$ 



-99-

#### **BOUNDARIES OF KHASRA NO. 219**

East: Chak Road thereafter Land Khasra no. 231, 232, 220

West: Land Khasra no. 215, 217 & 218

Contd.......100.

1



-100-

North:

Land Khasra no. 214

South:

Land Khasra no. 217



-101-

#### BOUNDARIES OF KHASRA NO. 157

East: Chak Road thereafter Land Khasra no. 170

West: Chak Road and Boundary of Gram-Mubarakpur.

Contd......102.



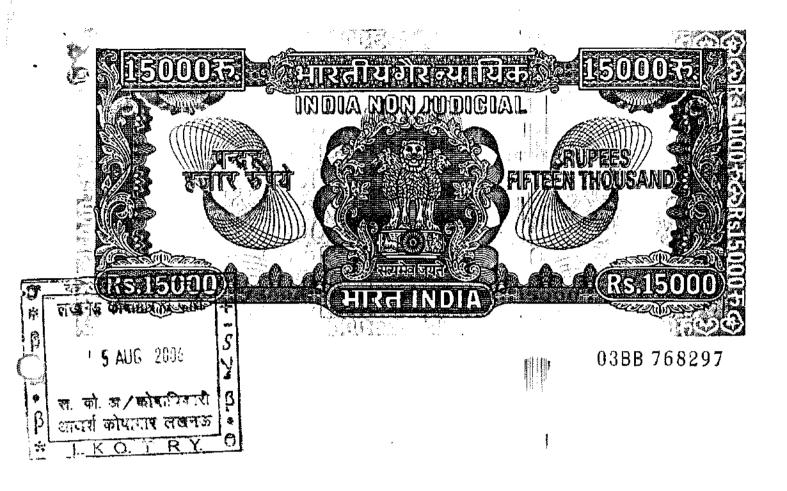
-102-

North:

Land Khasra no. 156

South:

Land Khasra no. 158



-103-

#### BOUNDARIES OF KHASRA NO. 158 and 159 Ka

East

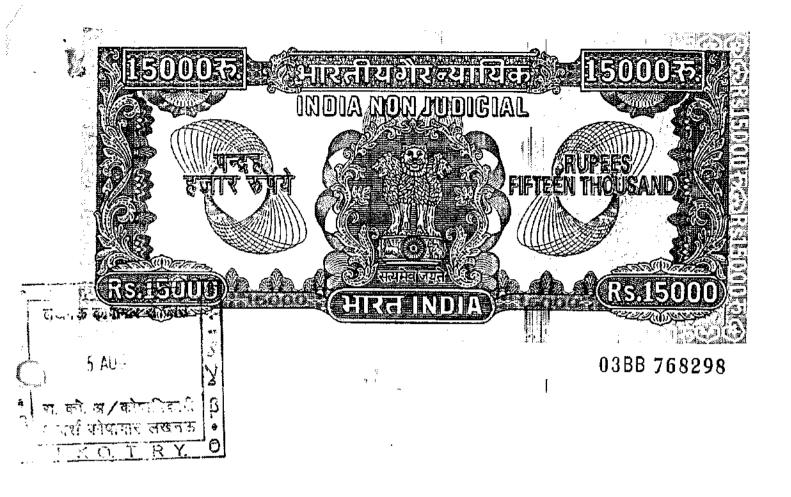
Chak Road thereafter Land Khasra no. 170 and 166

West:

Chak Road and Boundary of Gram-Mubarakpur

Contd... ......104..

1.



-104-

North:

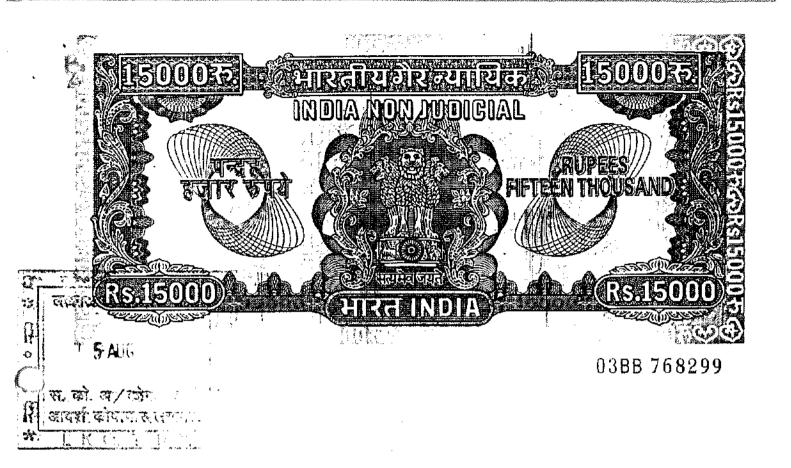
Land Khasra no. 157

South:

Land Khasra no. 100

Colom

- Portion



-105-

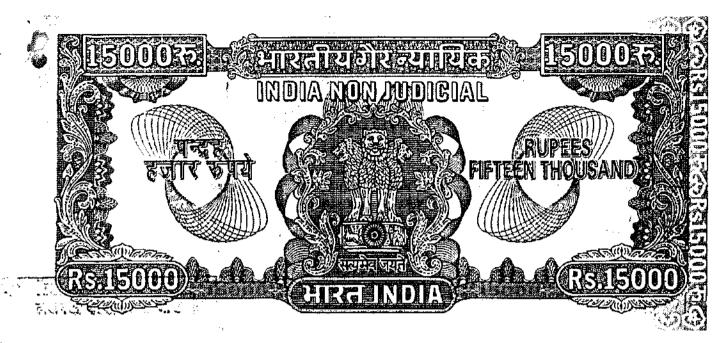
#### BOUNDARIES OF KHASRA NO. 159 Kha

East

Chak Road thereafter Land Khasra no. 170

West:

Chak Road &Boundary of Gram- Mubrakpur



03BB 768300

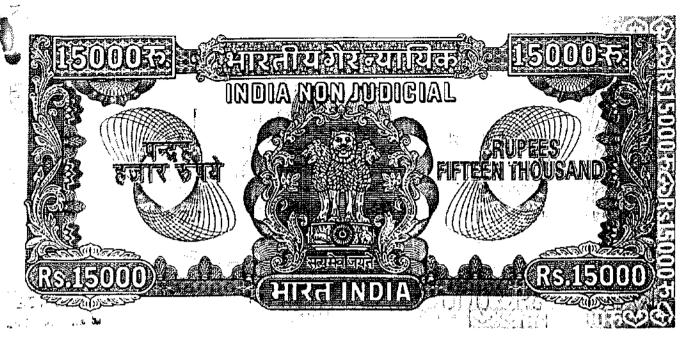
-106-

North:

Land Khasra no. 158

South:

Chak Road thereafter Land Khasra no. 160



03BB 768800

-107-

### **BOUNDARIES OF KHASRA NO. 154**

East

Land Khasra no. 155

West:

Chak Road and Boundary of Gram- Mubarakpur



जन्तर प्रदेश स्थापतार भारतास्था

लखनऊ कोशगार से जारी

1 0 AUG 2006 - उ

स. को. अ/कोषाधिकारी
आदर्श कोषागार लखनऊ

L K O. T R Y.

-108-

North:

Land Khasra no. 153

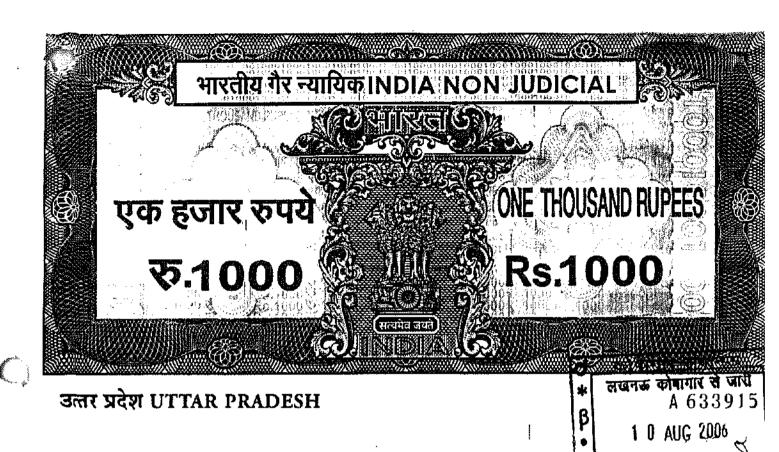
South:

Land Khasra no. 156

Jany

Contd...........109..

COLUMN TO THE PARTY OF T



-109-

IN WITNESS WHEREOF, we the above named authorized signatories of Seller

Cognin

Contd......110...

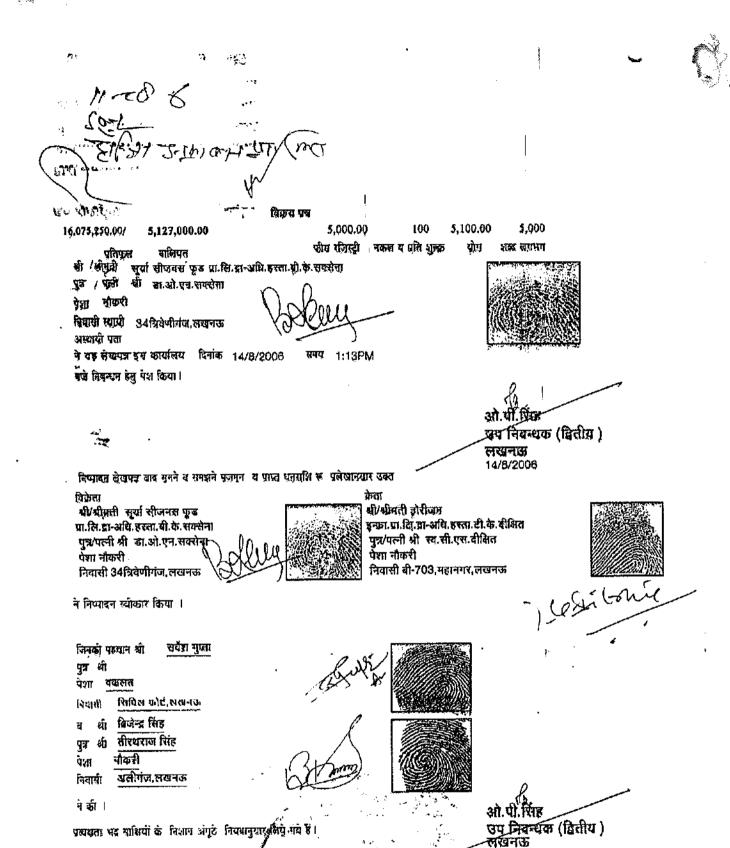
स. को. अ/कोपाधिकारी आदर्श कोषागार लजन



-110-

and Purchaser have hereto signed this deed in the presence of witnesses on the date, month and year first above mentioned at Lucknow.

- tout



14/8/2006

एक सौ रुपये ₹. 100 **HUNDRED RUPEES** भारत INDIA INDIA NON JUDICIALS 188188 B 535615 उत्तर प्रदेश UTTAR PRADESH -111-Drafted by: Typed by: (Sarvesh Kumar Gupta) Advocate



10 2 - CO- 1 -

## विप्रेन्ता

Registration No

7513

Yçar :

2006

Book No.

1

0101 पूर्या भीजनस फूड पा.चि.झ-अधि.एरसा.पी.क्रे.सक्सेना

छ। ज्योत्एम संवर्धपा

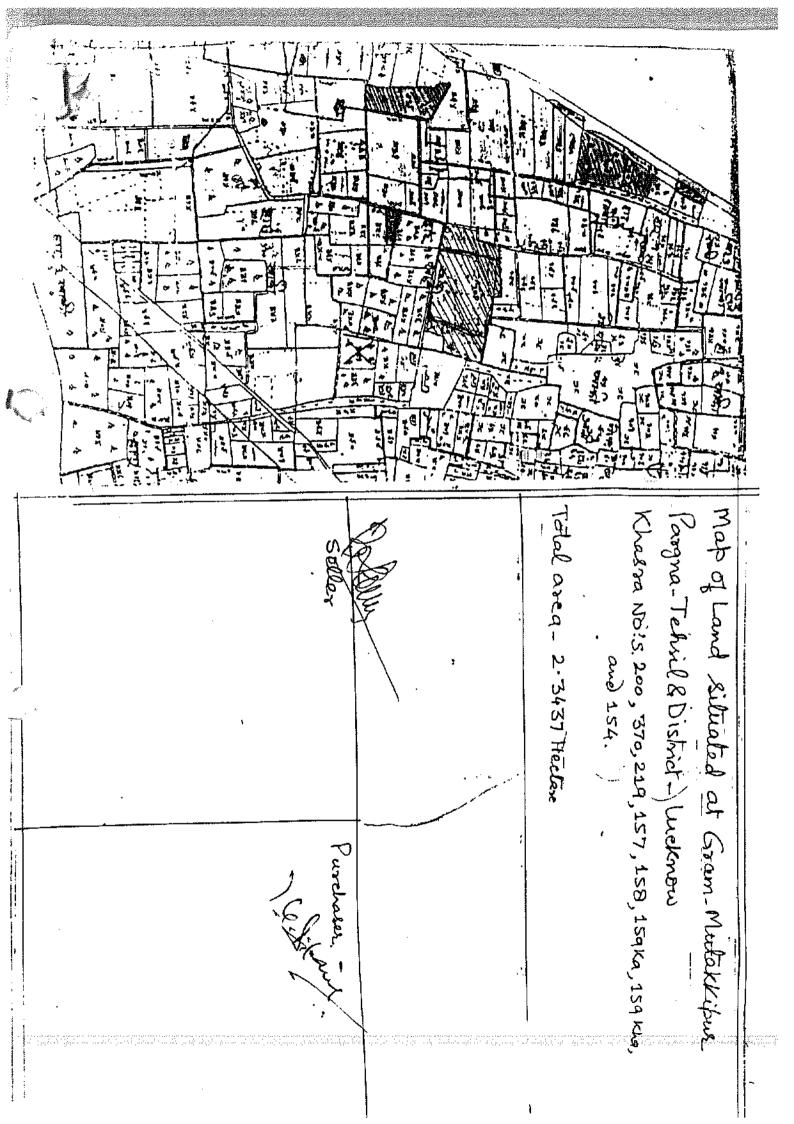
34 त्रिवेशीगचा, लराज्यक

मुक्स









Registration No.

7513

Year:

2006

Book No.

1

0201 होरीजन इन्फ्रा.प्रा.लि.द्रा-अधि.हस्ता.टी.के.दीक्षित

स्व.सी.एस.दीक्षेत

बी-703,महानगर,लखनऊ

नौकरी







# रिज़ड़्द्रेशन अधिनियम-1908 की धारा 32-ए, 'के अनुपालन हेतु फिंगर्स प्रिन्टर्स्

प्रत्त्वकर्ता विक्रेता का नाम व पता :- B.K. Sarena St. Dro.N. Sarena दाये हाथ के अंगुलियों के चिन्ह :-दाहिने हाथ के अंगुलियों के चिन्ह :-B-703. Mahanagar. Luckryw दाये हाथ के अंगुलियों के चिन्ह :-दाहिने हाथ के अंगुलियों के चिन्ह :

आज दिनांक <u>14/08/2006</u> को वहीं मं <u>1</u> दिल्ल मं <u>5966</u> पृष्ट मं <u>1</u> ते <u>226</u> पर क्यांक <u>7513</u> रिजरट्रीकृत किया गर्सा ।

> थो.भी.सिंह जप निदम्धक (दितीय ) लखनऊ ~14/8/2006

> > .