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Rs. 84,000/-Stamp:

### SALE DEED

Nature of Land

Pargana Village

Details of Property

Area

Area of the Property

Road

Type of Property Consideration Valuation

Agriculture

Lucknow

Mutakkipur

Land bearing Khasra Nos. 182 &

183

In Hectare

0.1010 Hectare

More than 500 meter away from

IIM Road

Agriculture

Rs. 12,00,000/-

Rs. 4,52,480/-

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# COMBINED BOUNDARIES OF LAND KHASRA NOS. 182 & 183

East

Balance part of land Khasra No. 182 thereafter Land

Khasra No. 181

West:

Land of Khasra No. 171

North:

Land of Khasra Nos. 178, 179 & 180

South:

Chak road thereafter Land of Khasra Nos. 185 & 186

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Purchaser (1)

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Seller (1)

Name of the Seller-

MIRZA ATEEQ BEG S/O LATE SHRI NASEEM BEG, R/o Gram- Mutakkipur, Pargana, Tehsil & District-Lucknow.

Name of the Purchaser-

M/S. UTSAV CONSTRUCTION PVT. LTD., a Company incorporated under the Companies Act, 1956 having its registered office at 1<sup>st</sup> Floor, Pragati Kendra, Kapoorthala, Aliganj, Lucknow, through its Director 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 23rd day of January 2009 by MIRZA ATEEQ BEG S/O LATE SHRI NASEEM BEG, R/o Gram- Mutakkipur, Pargana, Tehsil & District-Lucknow, (hereinafter referred to as the Seller) which expression, unless repugnant to the context, shall mean and include their heirs, legal représentatives, successors, administrators, executors, transferees, assignees etc. in fayour of M/S. UTSAV CONSTRUCTION PVT. LTD., a Company incorporated under the Companies Act, 1956 having its registered office at 1st Floor, Pragati Kendra, Kapoorthala, Aliganj, Lucknow, through its Director Sri T.K. Dikshit S/o Late Sri C.S. Dikshit, R/o B-703, Mahanagar, Lucknow, (hereinafter referred to as the Purchaser) which expression, unless repugnant to the contest, shall mean and include it's legal representatives, administrators, executors transferees, assignees etc.

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WHEREAS the Seller is the absolute owner in possession with transferable rights in relation to the agricultural land of Khata No. 00131 Khasra No. 182 total measuring 0.1520 hectare out of which 0.0950 hectare, and Khasra No. 183 measuring 0.0060 hectare total measuring 0.1010 hectare, situated at Village-Mutakkipur, Pargana, Tehsil & District- Lucknow, as mentioned above (hereinafter referred to as the said "Property") the said property is the ancestral property of the Seller;

AND WHEREAS the Seller has assured the Purchaser that he has good, marketable, transferable and unencumbered rights in the Property and there is no impediment or restriction of any sort whatsoever on it's transfer by the Seller in favour of the Purchaser and that the name of the seller is already mutated in the revenue records, available with the appropriate regulatory authorities.

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AND WHEREAS the Seller is in need of money for his personal use and therefore, is desirous of transferring by way of sale, his whole share, ownership rights and all interests in the property mentioned here in above.

AND WHEREAS 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 agreed with the Seller for the absolute sale of all his share in the Property for a total sale consideration of Rs. 12,00,000/- (Rs. Twelve Lacs Only);

AND WHEREAS the Purchaser has, on this day of the execution of this Deed of Sale, paid to the Seller a sum of Rs. 12,00,000/- (Rs. Twelve Lacs Only) which constitutes the total sale consideration, the receipt and sufficiency whereof is hereby acknowledged by the Seller, as per details given under Schedule of Payment at the end of this Deed of Sale.

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## NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in consideration of the said sum of Rs. 12,00,000/- (Rs. Twelve Lacs Only) paid by the Purchaser to the Seller, the receipt whereof the Seller hereby acknowledge, the Seller doth hereby transfers, conveys, releases and assigns by way of absolute sale of the agricultural land Khata No. 00131 Khasra No. 182 & 183 measuring 0.1010 hectare, situated at Village-Mutakkipur, Pargana, Tehsil & District- Lucknow, the property morefully detailed at the foot of this deed and shown in the annexed plan with ALL the estate, rights, title, interests, claims, demands, easements, primileges and appurtenances whatsoever of the Seller in or to the property hereby sold and every part thereof, with vacant possession, in favour of the 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.

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- That the Seller has delivered to the Purchaser the vacant and peaceful JAN 2009 2. possession of the piece of land transferred under this deed and the Purchaser shall be entitled to use and enjoy the same in the manner in which it may consider proper.
- That the Seller hereby declares and has assured the Purchaser that he is the 3. sole owner of the property transferred under this deed, having every right ard legal capacity to transfer it to the Purchaser and the same is free from all sort of liens, charges, encumbrances and litigations and the same is not under any Court attachments or acquisition.

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demands etc. whatsoever liable to be paid with respect to the property transferred under this deed up to the date of execution of this deed of sale whatsoever are outstanding against the Seller prior to the date of execution of this deed and in case the Purchaser has to pay any 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. However, from the date of execution of this deed, the Purchaser shall be liable to pay all such taxes, rents, demands etc. payable with respect to the said 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, 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 commission on the part of the Seller, any other person finally establishes any claim to the property transferred under this deed or to any part thereof, the Seller doth hereby agree to save harmless and keep indemnified the Purchaser and to refund the sale consideration to the extent of right affected in the property transferred under this deed and to make good the logs, if any, sustained by the Purchaser.

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- That all the cost for the stamp duty, expenses and charges for the 2009/ 6. registration of this Deed of Sale have been borne by the Purchaser.
- That the Seller and all persons claiming under him do hereby further agree 7. with the Purchaser that at all times hereafter and upon any reasonable 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 Parchaser and its 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.

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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 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.
- 9. That the property transferred under this deed is not situated on any National Highway, State Highway, District Road or Link Road, nor there are any trees on the Seller land, and there is no well, constructions or tube-wells whatsoever on the aforesaid part of property hereby conveyed. The property situates beyond more than 500 meters from the main IIM Road. The property hereby conveyed is an agricultural land. Further, the property hereby conveyed situates beyond the Municipal Limits and there is Abadi within the peripheral limit of 50 meters from the boundary of the same.

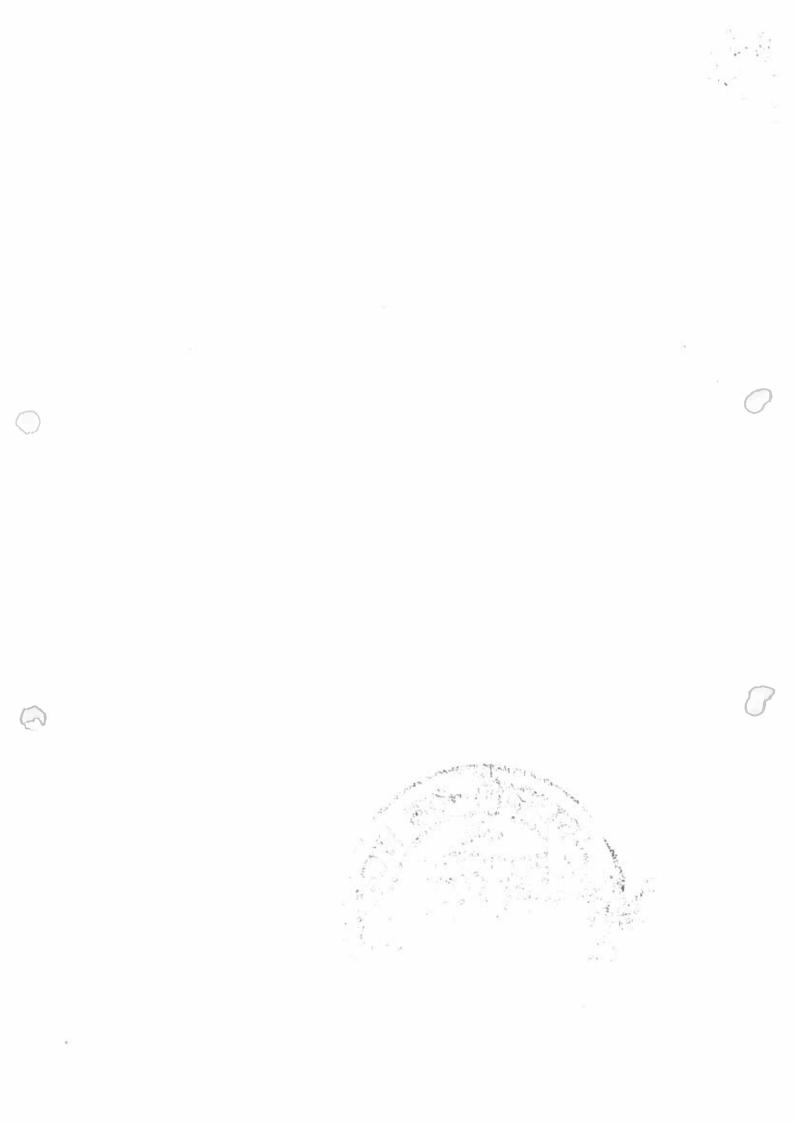
It is further declared that the Seller is NOT a member of the Scheduled Caste/Scheduled Tribe. The property transferred under this deed has not been acquired by Government or any Authority like LDA & U.P. Avas Evam Vikas Parishad, or Body under any plan whatsoever.

The Seller further declares categorically that barring the instant Sale Deed 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.

10. That the total area of the land transferred under this deed is 0.1010 Hectare (Zero Point One Zero One Zero), the value of the property as fixed by the Collector, Lucknow is Rs. 32,00,000/- per hectare, according to which the market value of the property comes to Rs. 3,23,200/- (Rs. Three Lacs Twenty Three Thousand Two Hundred Only). There is Abadi within the 50 meter peripheral of the said land, hence valuation is enhanced by 40% and the enhanced valuation of the said land comes to Rs. 4,52,480/- (Rs. Four Lacs Fifty Two Thousand Four Hundred Eighty Only). The actual sale consideration of Rs. 12,00,000/- (Rs. Twelve Lacs Only) which is higher than the market value of Rs. 4,52,480/- (Rs. Four Lacs Fifty Two Thousand Four Hundred Eighty Only). Hence, the stamp duty on sale consideration of Rs. 12,00,000/- (Rs. Twelve Lacs Only) i.e. on the actual value paid for the transfer of the property comes to Rs. 84,000/- (Rupees Eighty Four Thousand Only) and has accordingly been paid by the Purchaser as per G.O. dated 30.06.2008.

#### SCHEDULE OF PAYMENT

Rs. 12,00,000/- (Rs. Twelve Lacs Only) vide Cheque no. 342081 dated
 23.01.2009 drawn on HDFC Bank, Aliganj Branch, Lucknow.

Received a sum of Rs. 12,00,000/- (Rs. Twelve Lacs Only) as detailed above and now nothing is payable to the Seller by the Purchaser.

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1,200,000.00/ 453,000.00

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निवासी स्थायी मुतक्कीपुरम लखनऊ अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 23/1/2009

वजे निवन्धन हेतु पेश किया।

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योग शब्द लगभग



समय 3:33PM

निप्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त

अखिलेश दुवे उप निबन्धक (द्वितीय) लखनऊ.

23/1/2009

विक्रेता

श्री/श्रीमती मिर्जा तकी बेग पुत्र/पत्नी श्री स्व0 नसीम बेग

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पेशा व्यापार

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ने की ।

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अखिलेश दूबे उप निबन्धक (द्वितीय) लखनऊ. 23/1/2009

#### SCHEDULE OF THE PROPERTY HEREBY SOLD

Agricultural land of Khata no. 00131 Khasra Nos. 182 & 183 total measuring 0.1020 hectare, situated at Village-Mutakkipur, Pargana, Tehsil & District-Lucknow, which is bounded as under: -

#### COMBINED BOUNDARIES OF LAND KHASRA NOS. 182& 183

East

Balance part of land Khasra No. 182 thereafter Land

Khasra No. 181

West:

Land of Khasra No. 171

North:

Land of Khasra Nos. 178, 179 & 180

South:

Chak road thereafter Land of Khasra Nos. 185 & 186

IN WITNESS WHEREOF, we the above named Seller and Director of Purchaser have hereto signed this deed in the presence of witnesses on the date, month and year first above mentioned at Lucknow.

#### **WITNESSES: -**

Sorverh Kuman Turfy Advocate Civil count Luck

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405/120/Cakalmanely
Delpany (150 Drafted by:

Typed by:

(Sarvesh Kumar Gupta) Advocate

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Registration No

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Year:

2009

Book No.

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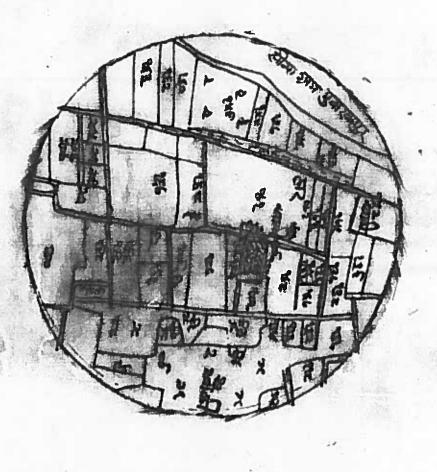
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तहसील न जिला- जरवनड, कार प्राम्य केन्द्र पर्शना व अवने भूकि खसरा ने 182 व 183

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Registration No.

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बी-703 महानगर लखनऊ

व्यापार

Year:

2009

Book No.

-1





# रिजस्ट्रेशन अधिनियम-1908 की धारा 32-ए, के अनुपालन

प्रस्तुतकर्ता/विक्रेता का नाम व पता :- Mirza Aleag Beg Shlate Si Nasseam Beg Mutakkipur, lucknow बायें हाथ के अंगुलियों के चिन्ह :-दांहिने हाथ के अंगुलियों के चिन्ह :-प्रस्तुतकर्ता/विक्रेता/क्रेता के हस्ताक्षर

T.K. Dikshir Splato Si C.S. Dekshir

Mahanaa---विक्रेता केता का नाम व पता :-B-703 Mahanagar, lucknow बारों हाथ के अंगुलियों के चिन्ह :-दाहिने हाथ के अंगुलियों के चिन्ह :-विक्रेता / क्रेता के हस्ताक्षर

आज़ दिनांक <u>23/01/2009</u> को

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पृष्ठ सं. <u>29</u> से <u>60</u> पर कमांक <u>743</u>

रजिस्ट्रीकृत किया गया ।

अखिलेश दूबे

उप निबन्धक (द्वितीय )

**लखर्नऊ.** 23/1/2009

