आरवीय गेर ज्यायिक RUPEES Rs.1 INDIA NON JUDICIAI

उत्तर प्रदेश UTTAR





33AA 927408

In this pursuance of the order of the Collector No. 16/2 Dated 17-08-2007 passed under Section 10-A of Stamp Act it is certified that an amount of Rs.=1917,400= (Rupees=Ninter Lacs Seventeen thousands four has been paid in cash as stamp duty in respect of this instrument in sub treasury/State Bank of India, Lucknow by Challan No. 1172.3388 Dated 14.08.2007A copy of which annexed herewith.

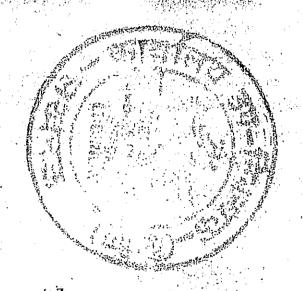
Dated:

17.08.2007

प्रमारी अधिकारी (सम्पति) स्वयम् विकास प्राधिकरण For SAS Hotels & Properties (P) Ltd.

शिक्षिण्येषा चवचरा

क 5576 मार्क निर्मा अध्या अध्या कार्य कार





Ward

Valuation : Chinhat : Rs. 16,05,18,666/Stamp Duty Paid : Rs. 1,60,51,900/Stamp Duty paid at

the time of agreement Stamp Duty paid at the

: Rs. 1,41,34,100/-

time sale deed

: Rs. 19,17,900/-

SUMMARY OF DEED

1. Type of Land

: Commercial/Official/ Group Housing

2. Ward/Pargana

: Chinhat

3. Mohalla/Village

: Vibhuti Khand

STREET (ETT) FOR SAS HOTELS & PROPERTIES (P) LTD.

THE THE PROPERTIES (P) LTD.

DIRECTO



(2)

4. Details of Property : TC/G-1/1 5. Unit of Measurement in : Sq. meter (Hect./Sq. meter)

Area of Property

7. Details of Road (As per Schedule)

Other details (9 mtr. Road/corner etc.)

Type of Property

10. Total area of Property (in case of multistoried building)

11. Total Covered Area

12. Status – Finished/ Semi-finished/other

13. Valuation of Trees

14. Boring/Well/Other

15. Built-up area

16. Year of Construction

...17. Whether related to the member of Sahkari Avas Samiti

18. Sale Consideration

: 20288.67 Square meter

: 30 meter wide road

: Commercial Plot

: N.A.

: Rs. 16,05,18,666/

त स्वाय

FOR SAS HOTELS & PROPERTIES (P) LTD.



BOUNDARIES:

East

T.C./G-2/2

West

Park

North South

30 meter wide road Part of T.C./G-4 & 5

Number of First Party (1) Details of Seller

Lucknow Development Authority Lucknow through Prabhari Adhikari (Sampatti) Sri K.K. Singh, office situated at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow

(3)

Number of Second Party (1) Details of Purchaser

M/s S.A.S. HOTELS AND PROPERTIES PVT. LIMITED through Director Sri Sanjay Seth, having its registered office at Narang Building, Ashok Marg, Lucknow.

> मधिकारी (सम्प्री विकास प्राचित्र क त्यंत्र क

FOR SAS HATTELS & PROPERTIES (P) LTD.





(4) SALE DEED

THIS SALE DEED entered between LUCKNOW DEVELOPMENT AUTHORITY Lucknow through Prabhari Adhikari (Sampatti) Sri K. K. Singh, office situated at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow (hereinafter referred as the "SELLER/FIRST PARTY/L.D.A.", which expression unless repugnant to the context shall always mean and include the seller itself, its executors, administrators, legal representatives and assigns) on the ONE PART.

AND

M/s.S.A.S. HOTELS AND PROPERTIES PVT. LIMITED, registered office at Narang Building, Ashok Marg, Lucknow, through Director Sri Sanjay Seth son of Sri L.N. Seth

प्राथी अधिकारी (सम्पति) उद्यक्तिक विकास प्राधिकरू जुद्धकुक FOR SAS MOTELS & PROPERTIES (P) LTD.

DIRECTOR



ESTINDIA NON SUDICIALS

उत्तस्त्रदेश UTTAR PRADESH

(5)

(hereinafter referred to as the "PURCHASER/SECOND PARTY" which expression unless repugnant to the context shall always mean and include the purchaser company itself, its executors, administrators, successors, legal representatives and assigns) on the OTHER PART.

WHEREAS, the land was acquired in public interest by the Lucknow Development Authority under the provisions of Land Acquisition Act 1894 under the Ujarioan Housing Scheme and after acquisition of land the seller has developed the land popularly known as Vibhuti Khand, Gomti Nagar, Lucknow and as such the seller possess the land free from all encumbrances.

AND WHEREAS, the commercial/office/group Housing Plot No. TC/G-1/1, bearing an area of 20288.67 (Twenty Thousand Two Hundred Eighty Eight Point Six Seven) Square meter was allotted by

WARD STREET REPORTS

FOR SAS HOTELS & PROPERTIES (P) L

DIRECT

L.D.A. in favour of the purchaser in consideration to the premium amount of Rs. 12,61,95,527.40p (Rupees Twelve Crore Sixty One Lac Ninety Five Thousand Five Hundred Twenty Seven and paisa Forty Only) apart from the said amount 12% free hold charges amount to Rs. 1,51,43,465/- (Rupees One Crore Fifty One Lac Fourty Three Thousand Four Hundred Sixty Five Only) were also charged for conversion of the said land into freehold and upon making part payment amounting to Rs. 5,34,16,991/- (Rupees Five Crore Thirty Four Lac Sixteen Thousand Nine Hundred Ninety One Only) anagreement to sell was entered between both the parties which is duly registered in the office of Sub-Registrar-II, Lucknow vide Bahi. No. 1, Zild No. 5397 on pages 369/398 serial No. 10218 dated 30.11.2005 and at the time of registration of agreement to sell the purchaser had mae payment of stamp duty in advance amounting to Rs. 1,41,34,100/- (One Crore Fourty One Lac Thirty Four Thousand One Hundred Only) out of which the sum of Rs. 1,41,34,000/- is liable to be adjusted at the time of the present sale deed.

AND WHEREAS the purchaser has made the balance payment of sale consideration amount to the seller and has requested to execute the sale deed, hence the present sale deed is executed.

HENCE THIS SALE DEED WITNESSETH AS UNDER

1. That the seller has allotted a piece of land bearing TC/G-1/1, bearing an area of 20288.67 (Twenty Thousand Two Hundred Eighty Eight Point Six Seven) Square meter for commercial/office/group Housing purposes situated at Vibhuti Khand, Gomti Nagar, Lucknow in favour of the purchaser, more fully described in schedule of property given at the foot of this deed and marked with red colour in the annexed plan with agreement to sale already registered in consideration to the premium amount of Rs. 12,61,95,527/- and 1% lease rent per annum. The purchaser

प्रभारी अधिकारी (सम्पर्ति) कुखनक विकास प्राधिकरण कुखनक DIRECTOR

FOR SAS HOTELS & PROPERTIES (P) LTD.

was also required to make payment of free hold charges @ 12% of the premium amount which stands paid by the purchaser pertaining to the said piece of land to L.D.A.

- 2. That the purchaser has deposited the aforesaid full consideration amount with interest including 12% free hold charges and Rs. 500/- towards Misc. Charges. And as such the total payment made by the purchaser to the seller comes to Rs. 16,05,18,666/- (Rupees Sixteen Crore Five Lac Eighteen Thousand Six Hundred Sixty Six Only) more fully described in Schedule of payment attached as Annexure 1.
- 3. That in consideration to the above the seller does hereby sell, transfer, convey and assign the said piece of land to the purchaser for commercial/office/group Housing purposes forever free from all encumbrances subject to conditions as stipulated and covenant made by the purchaser in the present deed in forth coming paragraphs.
- 4. That the terms and conditions of the agreement to sell as earlier entered between both the parties in this regard pertaining to the present piece of land shall equally be applicable and binding upon the purchaser.
- That the land has been allotted on the principle of as it is where it is basis and only external development like approach road, S.W. Drain, Trunk Sewer and source of electricity shall be provided. The seller shall not be responsible for any water system or source and purchaser shall have to develop its own plot out of its own cost and expenses.
- 6. That the second party shall raise constructions according to plan duly approved in this regard from the competent authority L.D.A. Lucknow for commercial/official/group Housing purposes

FOR SAS HOTELS & PROPERTIES (P) LT

प्रभारी अधिकारी (सम्प्रिंग)

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within a period of 5 years in accordance with the provisions as mentioned in the agreement deed dated 30.11.2005, if the purchaser fails to raise construction within aforesaid stipulated time then the levy charges @ 2% per annum of the current market price shall be chargeable by L.D.A.

- 7. That the purchaser shall pay all the taxes, charges and any other thing leviable after sale deed which may be lawfully levied and imposed by any local authority, State or Central Government or any other competent authority.
- 8. That if in future the seller may be directed to make payment towards compensation to the farmers on higher rate under the judgment and order passed by court of law then the seller shall be entitled to make demand pertaining to increased amount of compensation payable to the farmers in proportionate manner and upon such demand in future the purchaser shall be liable to make payment of the aforesaid amount lawfully demanded by L.D.A. for making payment to farmers towards increased amount of compensation. And the purchaser covenant to abide by the same. And the said consideration shall be equally applicable to the transferees of the purchaser who shall be bound to make payment if demanded by L.D.A. in this regard.
- 9. That the second party covenant with the first party to abide by all the rules, regulation passed by L.D.A./State Government from time to time and the same shall be binding and applicable upon the purchaser.
- 10. That no legal proceedings of any kind may be commenced beyond the territorial limits of Lucknow Jurisdiction.

11. That in case of any dispute arising out of these presents pertaining to the property in question, then the matter shall be

प्रभारी अधिकारी (कम्पति) विकास प्राधिकारी विकास FOR SAS HOTELS & PROPERTIES (P) LTD.

DIFFCIOR

referred for arbitration and the Vice Chairman L.D.A., shall appoint the Arbitrator and the matter shall be referred to him. The decision given by the arbitrator shall be final and binding upon both the parties.

- 12. That so far the land use of the allotted land is concerned in this regard it is clarified that the second party shall have to construct and use the same for commercial purposes on the ground floor while the first floor and so on may be used for the office/group housing purposes. And there shall be no change in the plan except with prior permission of the competent authority in this regard in writing.
- 13. That the ground coverage shall be permissible maximum 30% of the land area and the FAR shall be 2.0.
- 14. That the set backs shall be applicable in accordance with भवन निर्माण एवं उपविधि 2000
- 15. That the parking shall be provided by the second party as mentioned in clause-5 of the terms and conditions of the tender/ auction which reads as follows :- "पार्किंग प्रति 100 वर्गमीटर तल क्षेत्रफल समान कार स्थल 1.5"
- 16. That the purchaser shall also be bound to raise construction with a provision of anti earth quack system including the provision for rain water harvesting. And making provision according to rules of Fire fighting.
- 17. That the second party shall have to obtain the permission regarding construction from Nagar Nigam, State Government, Central Government and other organization as may be required after paying proper fees as may be applicable there at his own cost and expenses.

FOR SAS HOTELS & PROPERTIES (P) L

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प्रमारी अधिकारी (सम्पर्ति) भूषकारः विकास प्राधिकरण

- 18. That in case at any time it may be found that the second party have obtained the allotment by fraud or mis-representation, undue influence etc. then the allotment will be cancelled and if a sale deed is executed on the basis of such allotment obtained by fraud, undue influence etc. then the sale deed will also be cancelled and 50% of the sale price will be forfeited.
- 19. That the purchaser shall have no right to make transfer of land by making subdivision of the plot by meters and bounds allotted to him or to make land use other than the purposes it is meant for as described above. It is hereby provided that in case of violation of the said term the Vice Chairman, L.D.A. shall have power to cancel the allotment or take any other action as may be deemed fit and proper.
- 20. That after raising full constructions and complete development of the property over the land in question the purchaser shall have to obtain the completion certificate from the competent authority as provided under the provisions of U.P. Urban Planning and Development Act, 1973.
- 21. That the possession of the land in question has already been delivered to the purchaser after execution of agreement to sell between both the parties and proprietary possession of the land in question is hereby delivered by the seller to the purchaser through this deed.
- 22. That the expenses for execution and registration of this deed shall be borne by the purchaser.
- 23. That it is to clarify and the second party/purchaser has undertaken and covenant with the seller that in case of any omission or misinterpretation if any rule or directions or miscalculation, the premium/consideration amount may be

प्रभारी अभिकारी (सम्पन्ति) कुखन्क विकास प्राधिकरण कुखन्क FOR SAS HOTELS & PROPERTIES (P) LTD.

DIRECTOR

प्रमारी अधिकारी (सम्पास) छखनक विकास प्राप्तिकरूप छखनक प्राप्त किया प्राप्तकर्ता के हस्ताक्षर उपकोषागार/ वैंक की मुहर सहित विवरण : रोकड़ (विवरण सहित)

100 x

500 x

100 x

500 x

100 x

50 x

20 x

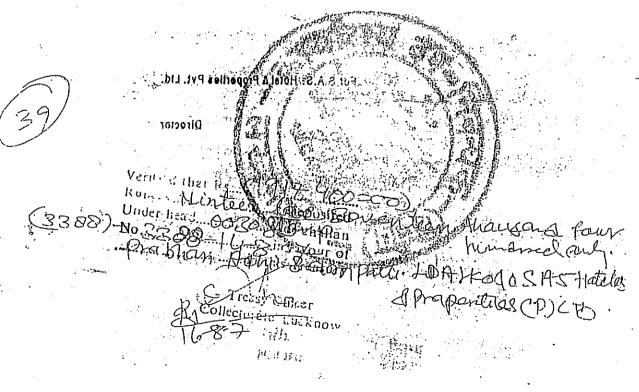
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टिप्पणी:

- 9. जिन विभागों में अधिक संख्या में चालागों द्वारा धनराशि जमा होती हैं (जैसे व्यापार कर, स्टाम्प एवं पजीकरण, शिक्षा लोक सेवा आयोग आदि) उन्हें बजट साहित्य के खण्ड-४ अथवा लोक लेखा खण्ड-२ कं अनुसार लंखा शीषक मुद्रित करांगा उचित होगा। अन्य प्रकरणों को बजड साहित्य के खण्ड-२ (लोक लंखा) तथा खण्ड-४ (राजस्व एवं पूंजी लेखे, की प्राप्तियां) में दर्शाये गयं लेखा-शीषक के स्तरों के अनुरूप विभागीय अधिकारी द्वारा प्रमाणित किया जायगा।
- २. जिन जमा धनराशियों के लिए विज्ञापन द्वारा सार्वजिनक रूप से प्रसारित लेखाशीर्षक विशेष में धनराशि जमा करने हेतु निर्देशित किया गया है, तो ऐसी दशा में चालान फार्म के लेखा-शीर्षक की सत्यापित करना आवश्यक नहीं होगा।
- 3. यदि जमा का जान वाली धनराशि में पैसे का कोई अंश है तो ५० पैस से कम का धनराशि का छाड़ दिया जायगा एवं ५० पसे उससे अधिक की धनराशि का अगले उच्चतर रूपये पर पूर्णांकित कर धनराशि जमा



found as less charged by L.D.A. in all such circumstances the purchaser shall be bound to remove such deficiency and shall make the payment good as may be actually admissible according to law and demanded by the seller.

24. That the valuation for the purposes of payment of stamp duty the premium of the demised plot is Rs. 12,61,95,527.40p and a sum of Rs. 1,51,43,465/- has been paid by the purchaser towards 12% free hold charges including Misc. charges of Rs. 500/-, since due to terms of agreement for making payment interest was charged as such total payment made as aforesaid by the purchaser comes to Rs. 16,05,18,666/- upon which stamp duty worth Rs. 1,60,51,900/- is payable. Since a sum of Rs. 1,41,34,100/- has already been paid by the purchaser in advance at the time of agreement to sell, hence after making adjustment of the advanced paid stamp duty worth Rs. 1,41,34,000/- a sum of Rs. Rs. 19,17,900/- is being paid by the purchaser at the time of present sale deed.

SCHEDULE OF PROPERTY

All that piece and parcel of commercial/official/Group Housing and bearing plot No. TC/G-1/1 bearing an area of 20288,67 (Twenty Thousand Two Hundred Eighty Eight Point Six Seven) Square meter, situated at Vibhuti Khand, Gomti Nagar, Lucknow, delineated and marked with red colour in the annexed map plan which forms part of this deed. The boundaried of the allotted land are as under :-

East T.C./G-2/2

West Park

North:: 30 meter wide road South: Part of T.C./G-4 & 5

प्रभारी अधिकारी (सम्पन्ति) जयमक विकास प्राधिकाल FOR SAS HOTELS & PROPERTIES (P) LTD.

DIRECTOR -

.60,518,666.00/

5,000.00

2,000

ं फीस रजिस्ट्री नकल च प्रति शुल्के योग शब्द लगभग

श्री /श्रीमती अमेसर्स एस.ए.एस.होटलस एंण्ड प्रापःप्राःलि:हारा

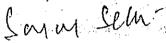
पुत्र / पली श्री निदेशक संजय सेठ पुत्र एस एन सेठ

निवासी स्थायी नौरंग बिल्डिंग अशोक मार्ग लखनऊ

अस्यायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 24/8/2007 समय 4:24PM

बजे निबन्धन हेतु पेश किया।



निष्पादन लेखपत्र बाद सुनने व समझने मजमून व प्राप्त धनराशि क् प्रलेखानुसार उक्त

इस बात से संतुषट हो जाने पर कि इस लेखपत्र का निष्पादन श्री के.के.सिह

ने अपने पद के अधिकार से किया है इसलिये उनकी उपसिथति और हस्ताक्षरों की आवश्यकता नहीं है, और लेखपंत्र

रजिस्टीकरण के लिए स्वीकार किया गया।

ने निष्पादन स्वीकार किया । मदन प्रसाद सिंह जिनकी पहचान श्री पुत्र श्री योजना सहायक पेशा नौकरी

लखनऊ विकास प्राधिकरण लखनऊ निवासी

के.सी.जोशी श्री

स्व.जी.एन जोशी पुत्र श्री

नौकरी पेशा

502/65 मुकारिमनगर डालीगंज लखनक निवासी

'प्रत्यक्षतः भद्रं सक्षियों के निशान अंगुठे नियमानुसार लिये गये हैं

.उप निबन्धक (द्वितीय) लखनऊ

आर.के.श्रीवोस्तव

24/8/2007

श्री/श्रीमती मेसर्स एस.ए.एस.होटलस एंण्ड प्राप.प्रा.लि.हारा

पुत्र/पत्नी श्री निदेशक संजय सेठ पुत्र एल.एन.सेठ पेशा व्यापार 😘 💮 🗀

निवासी नोरंग बिल्डिंग अशोक मार्ग लखनक





आर.के.श्रीवोस्तव उप निबन्धक (द्वितीय) लखनऊ 24/8/2007

-1317

IN WITNESS WHEREOF, Sri K.K. Singh as Prabhari Adhikari (Sampatti), Lucknow Development Authority, Lucknow for and on behalf of the seller/first party and Sri Sanjay Seth as Director for and on behalf of the purchaser have appended their hands to these presents in presence of the witnesses at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar Scheme, Lucknow on the day, month and year mentioned below.

Lucknow Dated

Dated:		
Witnesses:-		
1. Signature.		
Name (Laid Han Proper)		
Father's Name S. P. Pala	M	·
Address. S. D. Hiscur	Seller/	
L.D.A. Lucknow	First Party	
2. Signature	FOR SAS HOTEL SACE ROPER	(代) (肥) Lid
NameK.C. Joshi	1 Ly Depos	lix—
Father's Name. Lati & G.N.	to Viet	DIRECT
Address 502 69 muligar Inc	Durchnood	
Nafin Dal	すれ Second Party	
	11. A.	.)

विक्रेता

Registration No

2019

Year:

2007

Book No.

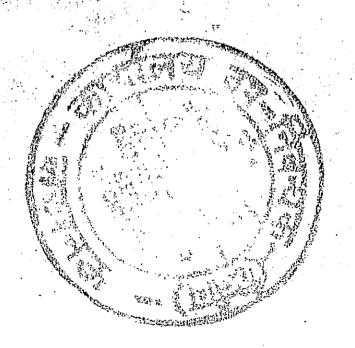
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प्रमारी अधिकारी सम्पत्ति लखनक विकास प्राधिकरण, लखनक नौकरी

OR SAS HOLELS & Francisco

ELOTOBNIO

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क्रेता

Registration No.

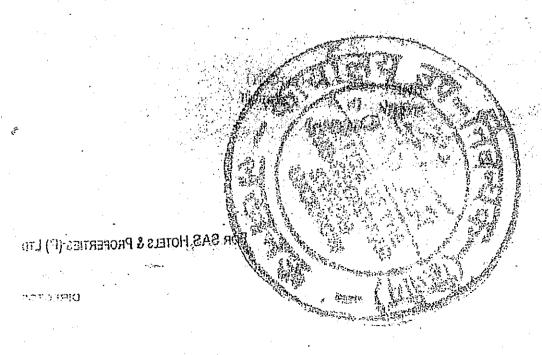
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Year

2007

Book No.

0201 मेसर्स एस.ए.एस.होटलस एंण्ड प्राप्त.प्रा.लि.हारा निदेशक संजय सेठ पुत्र एल.एन.सेठ नौरंग बिल्डिंग अशोक मार्ग लखनऊ व्यापार



ः श्निस्ट्रेशन अधि० 1908 की धारा - 32 ड्र० के अन् फिंगर्स प्रिन्द्श

प्रस्तुतकती/विक्रेता नाम व पता :-	
वार्ये हाथ के अंगुलियों के चिन्ह :-	······································
दाहिने हाथ के अंगुलियों के चिन्ह :-	
	المن المنظم ا
विक्रेता / क्रेता नाम व पता :- संजिप रेड	प्रस्तुत्र क्रुक्तेन (क्रेता के हस्ताक्ष
अपर्यं ज भाठ लिठ बायें हाथ के अंगुलियों के चिन्ह :-	व्यक्तक २,८१८ ५०१२ - ६.५५८५५ ० व्यक्ति
दाहिने हाथ के अंगुलियों के चिन्ह :-	
	FOR SAS HOTELS & PROPERTIES (P) LTD.

बही सं 1 जिल्द सं 2 6866

पृष्ठ सं. <u>347</u> से <u>378</u> पर कमांक

रजिस्ट्रीकृत् क्रिया गया ।

आर के श्रीवास्तव

उप निबन्धक (द्वितीय) लखनऊ



्राहर स्थानक दि शहर