212/07

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RS. 25000 TWENTY FIVE THOUSAND RUPEES

उत्तः प्रदेश UTTAR PRADESH





स्तारं A.037.106.

1 DEC 2008 -

Stamp: Rs. 2,27,900/-

## SALEDEED

Nature of Land

Pargana

Village

Details of Property

Area

Area of the Property

Agriculture

Lucknow

Mutakkipur

Land benning Khasra No. 330

In Hectare

0.2740 Hectare

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Road

More than 500 meter away from

IIM Road

Type of Property

Agriculture

Consideration

Rs. 32,55,000/-

Valuation

Rs. 8,76,800/-

#### **BOUNDARIES OF LAND KHASRA NO. 330**

East

Land of Khasra Nos. 331 & 343

West:

Chak road thereafter Land of Khasra No. 317

North:

South :

Land of Khasra No. 357

Nali thereafter Land of Khasra No. 329

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Seller (1)

Name of the Seller-

Purchaser (1)

SMT. ALEEMUN NISHAN, W/O SHRI ISRAR BEG, R/o Gram- Mutakkipur, Pargana, Tehsil & District-Lucknow.

Name of the Purchaser-

M/S. UTSAV CONSTRUCTIONS 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.

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THIS DEED OF SALE is executed this the day of January 2009 by SMT. ALEEMUN NISHAN, W/O SHRI ISRAR BEG, R/o Grain- Mutakkipur, Pargaria, Tehsil & District- Lucknow, (hereinafter referred to as the Seller) which expression, unless repugnant to the context, shall mean and include their heirs, legal representatives, successors, administrators, executors, transferees, assignees etc. in favour of M/S. UTSAV CONSTRUCTIONS PVT. LTD., a Company

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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, (hereignafter referred to as the Purchaser) which expression, unless repugnant to the context, 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 lund of Khata No. 00013 Khasra No. 330 measuring 0.2740 hectare, situated at Village-Mutakkipur, Pargana, Tehsil & District-Lucknow, as mentioned above (hereinafter referred to as the said "Property") the said property is the purchased property of the Seller duly mutated in revenue records vide order dated 10.07.2001;

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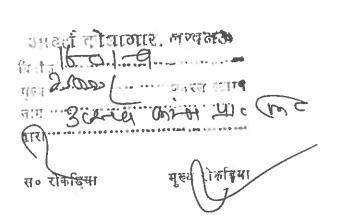
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AND WHEREAS the Seller has assured the Purchaser that she has good, marketable, transferable and unencumbered rights in the Property and there is no impediment or restriction of any sort whatsoever on it's transfer by the Seller in favour of the Purchaser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

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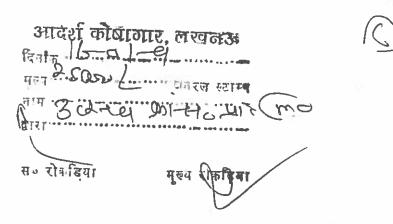




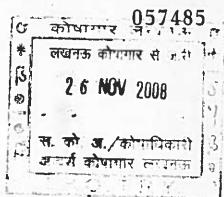
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AND WHEREAS the Seller is in need of money for her personal use and therefore, is desirous of transferring by way of sale, her whole share, ownership rights and all interests in the property mentioned hereinabove;

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 her share in the Property for a total sale consideration of Rs. 32,55,000/- (Rs. Thirty Two Lacs Fifty Five Thousand Only), An and 3 Ame.







AND WHEREAS the Purchaser has, on this day of the execution of this Deed of Sale, paid to the Seller a sum of Rs. 32,55,000/- (Rs. Thirty Two Lacs Fifty Five Thousand 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. 32,55,000/- (Rs. Thirty Two Lacs Fifty Five Thousand 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

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agricultural land Khata No. 00013 Khasra No. 330 measuring 127405 The 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, privileges and appurtenances whatsoever of the Seller in or to the property hereby sold and every part thereof, with variant 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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- 2. That the Seller has delivered to the Purchaser the vacant and peaceful 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 she is the sole owner of the property transferred under this deed, 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 litigations and the same is not under any Court attachments or acquisition.

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4. That the Seller has further assured the Purchaser that all dues, taxes, rents, 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 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 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 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.
- 7. That the Seller and all persons claiming under her do hereby further agree 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 Purchaser 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 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions "The state of the scope and 2008 effect to any contract or covenant herein contained the expressions are scope and 2008 effect to any contract or covenant herein contained the expressions are scope and 2008 effect to any contract or covenant herein contained the expressions are scope and 2008 effect to any contract or covenant herein contained the expressions are scope and 2008 effect to any contract or covenant herein contained the expressions are scope and 2008 effect to any contract or covenant herein contained the expressions are scope and 2008 effect to any contract or covenant herein contained the expression are scope and 2008 effect to any contract or covenant herein contained the expression are scope and 20

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 property hereby conveyed. The property situates beyond more than 300 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 no development work has been carried out on the said land within the peripheral limit of 200 meters of the same.

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

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

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10. That the total area of the land transferred under this deed is 0.2740 Hectare (Zero Point Two Seven Four 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. 8,76,800/- (Rs. Eight Lacs Seventy Six Thousand Eight Hundred Only). The actual sale consideration of Rs. 32,55,000/- (Rs. Thirty Two Lacs Fifty Five Thousand Only) which is higher than the market value of Rs. 8,76,800 (Rs. Eight Lacs Seventy Six Thousand Eight Hundred Only). Hence, the stamp duty on sale consideration of Rs. 32,55,000/- (Rs. Thirty Two Lacs Fifty Five Thousand Only) i.e. on the actual value paid for the transfer of the property comes to Rs. 2,27,900/- (Rupees Two Lacs Twenty Seven Thousand Nine Hundred Only) and has accordingly been paid by the Purchaser as per G.O. dated 30.06.2008.

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#### SCHEDULE OF PAYMENT

- 1. Rs. 32,00,000/- (Rs. Thirty Two Lacs only) vide Cheque no.342079 dated 16.01.2009 drawn on HDFC Bank, Aliganj Branch, Lucknow.
- 2. Rs. 55,000/- (Rs. Fifty Five Thousand only) paid in cash through Ansarul Haq Associates.

Received a sum of Rs. 32,55,000/- (Rs. Thirty Two Lacs Fifty Five Thousand Only) as detailed above and now nothing is payable to the Seller by the Purchaser.

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## SCHEDULE OF THE PROPERTY HEREBY SOL

Agricultural land of Khata no. 00013 Khasra No. 330 total measuring 0.2740 hectare, situated at Village-Mutakkipur, Pargana, Tehsil & District- Lucknow, which is bounded as under: -

### **BOUNDARIES OF LAND KHASRA NO. 330**

East: Land of Khasra Nos. 331 & 343

West: Chak road thereafter Land of Khasra No. 317

North: Land of Khasra No. 357

South: Nali thereafter Land of Khasra No. 329

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फीस रजिस्ट्री नकल व प्रति शुल्क

योग शब्द लगभग

पुत्र / पली श्री इसरार बेग

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निवासी स्यायी मुतक्कीपुर लखनऊ

अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 19/1/2009

वजे निवन्धन हेतु पेश किया।

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अधिलेश दूबे उप निबन्धक (द्वितीय) लखनऊ.

19/1/2009

निष्पादन लेखपत्र वाद सनने व समझने मजमून व प्राप्त धनराशि रू पुलेखानुसार उक्त

विक्रेता

श्री/श्रीमती अलीमून-निशा पुत्र/पत्नी श्री इसरार बेग

पेशा गृहिणी

निवासी मुतक्कीपुर लखनऊ

क्रेता



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निवासी बी-703 महानगर लखनऊ



ने निप्पादन स्वीकार किया ।

जिनकी पहचान श्री अन्सारूल हक

पुत्र श्री मोबिनुल हक

पेशा व्यापार

लकडमण्डी डालीगंज लखनक निवासी

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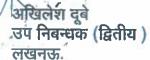
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ने की ।

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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: -

1. Ansaml Haque 5/0 bis Mobinul Haque Lakadmondi, Dalipaj. Lucknow

2. Sarvesh Kumar Gufsta civil Court Marker Pres SELLER

PURCHASER Utsav Constructions Pvt. Ltd. PAN No. AABCU0016G

Drafted by:

Typed by:

(Sarvesh Kumar Gupta) Advocate

## विक्रेता

Registration No

515

Year:

2009

Book No.

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इसरार बेग

मुतक्कीपुर लखनऊ

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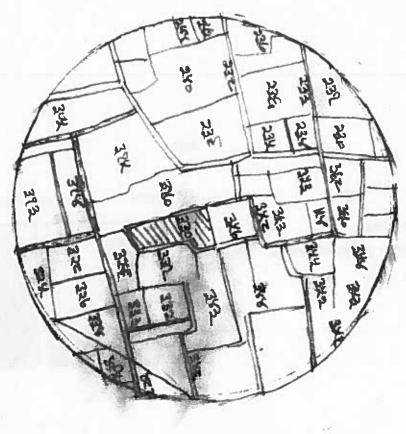
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हें जीता

J. W. Hearing

नवशा नजरी भूमि खसरा नं 330
स्थित शाम भूनक्की पुर परंगना व तहसील न जिला- लरबनेक. दीनाल - गेमि मिसरा न 331 व 343 परियम - म्रिम मिसरा न 331 व 343 परियम - म्रिम मिसरा न 357 उत्तर-भूमि मिसरा न 357 दिस्ठा - नाली नायह भूमि समा। क 329

### क्रेता

Registration No.

515

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> निदेशक टी0के0दीक्षित पुत्र स्व0 सी0एस0दीक्षित यी-703 महानगर लखनऊ

नौकरी

Year:

2009

Book No.





## हेतु फिंगसं प्रिन्टम्

ास्तुतकर्ता / विक्रेता का नाम व पता :- Smit Aleemun Nishan W/ Si Israr Bea Milaklipur, lucknow ायें हाथ के अंगुलियों के चिन्ह :-वाहिने हाथ के अंगुलियों के चिन्ह :-विक्रेता / केता का नाम व पता :- प्राचित्रिता / केता के प्रमा B-703 Mahanapar, Cucknow गर्ये हाथ के अंगुलियों के चिन्ह :-शहिने हाथ के अंगुलियों के चिन्ह :-विकीर / क्रेता के हस्ताक्षर

आज दिनांक <u>19/01/2009</u> को वही सं <u>1</u> जिल्द सं <u>8257</u>

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रजिस्ट्रीकृत किया गया ।

अखिलेश दूर्व

उप निबन्धक (द्वितीय-)

ल्खनऊ. 19/1/2009