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Sagun Agrawal

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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25000

पच्चीस हजार रुपये



Rs.
25000

TWENTY FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

14/128



स. को. अ/कोषाधिकारी
आदर्श कोषागार सखनऊ
B 107214
25 MAY 2011
L.K.O.T.R.Y.

Value as per D.M. Circle Rate : Rs. 22,53,000/-
 Sale Consideration : Rs. 75,00,000/-
 Stamp Duty Paid : Rs. 5,25,000/-
 Pargana : Lucknow

SALE DEED

Nature of Land	Agriculture
Village	Baghamau
Tehsil & District	Lucknow
Fasli Year : 1416-1421	


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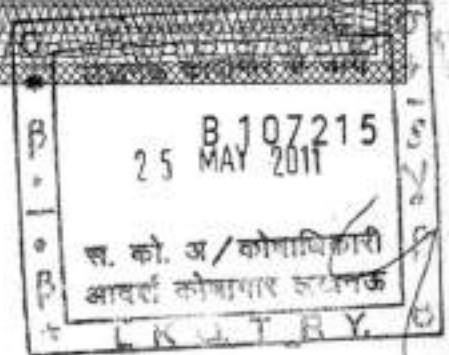
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- 2 -

Details of Property	Khata No. 00073, bearing Khasra No. 79
Total Area Purchased	0.7510 Hectare
Road	More than 500 Mts. away from Main Sultanpur Road/ Saheed Path Road/ Parishist-Ka Road Land Not Situated on the Link Road; Nor having any abadi within 200 mts. nor is having any tubewell, boring or trees.
Type of Property	Agriculture land



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पु. नं. १४७१
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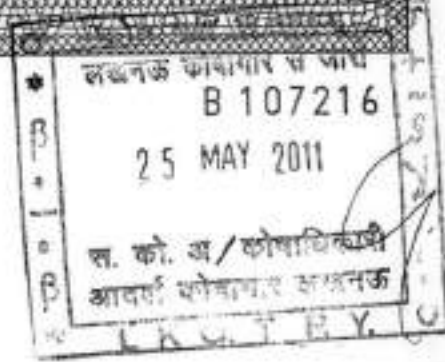
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- 3 -

BOUNDARIES OF LAND

Khasra No. 79

East : Khasra Nos. 80, 82 and 87
West : Khasra Nos. 78 and 77
North : Khasra No. 78
South : Khasra No. 82

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- 4 -

THIS DEED OF SALE is executed Between :

Shri Gulab son of Late Sri Sarju Prasad resident of Village
Baghamau, Pargana Tehsil and District Lucknow (Hereinafter referred
to as the "SELLER" which expression, unless repugnant to the context,
shall mean and include his heirs, legal representatives, successors,



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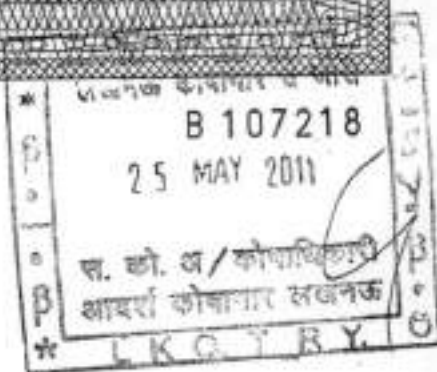
7/10/2020 Healthy Day' 1/2/20

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उत्तर प्रदेश UTTAR PRADESH



- 5 -

administrators, executors, transferees, assignees etc.) OF THE ONE
PART;

IN FAVOUR OF

Titanium Realty Project Pvt. Ltd. a company incorporated under the
Companies Act, 1956 having its registered office at **ANS House, 2nd**
Floor, 144/2, Ashram, Mathura Road, New Delhi through its Authorised



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James Realty Proj. Inc.



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लखनऊ कोषागार से जारी	B 107213
25 MAY 2011	
स. को. अ/कोषाधिकारी	
आदर्श कोषागार लखनऊ	
L.K.O.T.R.Y.	

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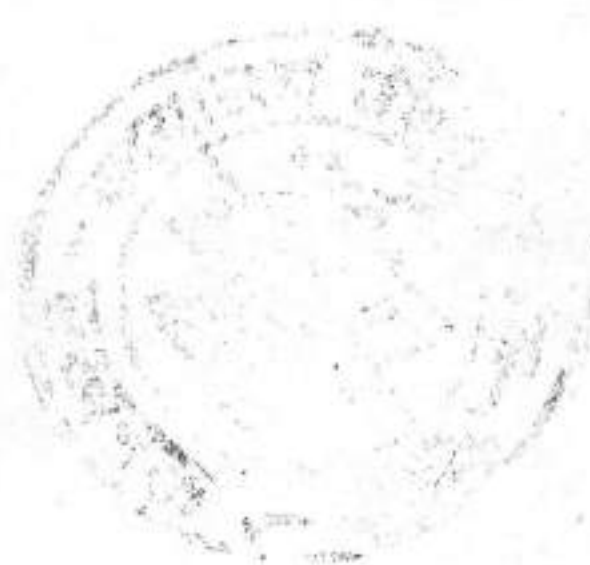
Signatory, Mr. Avinash Kashyap son of Sri Brij Kishore Kashyap authorised by board resolution dated 26.5.2011 (hereinafter referred to as the "PURCHASER") which expression, unless repugnant to the context, shall mean and include its legal representatives, administrators, executors, transferees, assignees etc OF THE OTHER PART ;

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WHEREAS the SELLER is the owner and in actual vacant possession with transferable rights and appurtenances in relation to the agricultural land bearing Khasra No. 79, at Village Baghamau, Pargana Tehsil and District Lucknow, moreover as per detailed below (hereinafter referred to as the "Said Land"). The said land has been inherited by the SELLER on the demise of their ancestors; The name of the SELLER has been mutated in the revenue records.

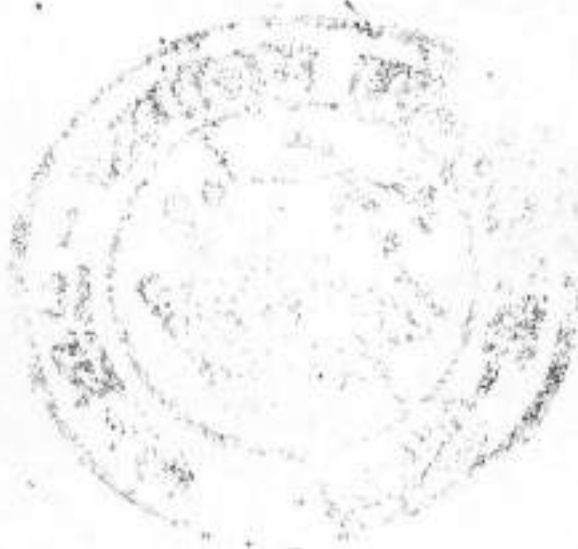


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कोषागार लखनऊ
लखनऊ कोषागार से जारी
B 107211
25 MAY 2011
स. को. अ/कोषाधिकारी
आदर्श कोषागार लखनऊ
* L.K.O.T.R.Y.

- 8 -

Details of Land Being transferred through the present deed is

Khasra Number	Area in Hectare
79	0.7510 Hectare

AND WHEREAS the SELLER represent that the Said Lands are neither an assigned land, nor an inam or jagir land and are not a part of any surplus land & have assured the PURCHASER that they have a good


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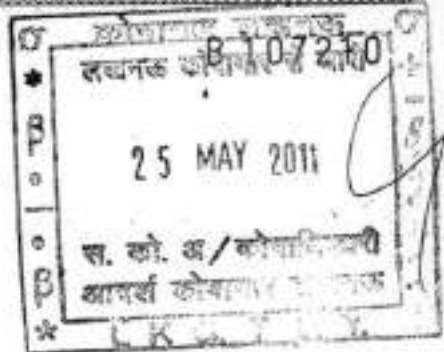
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marketable, transferable and unencumbered rights in the Said Land and there is no impediment or restriction of any sort whatsoever on it's transfer by the SELLER in favour of the PURCHASER;

AND WHEREAS the SELLER further represent and warrant that the Said Land is free from all encumbrances, including but not limited to, any pledge, negative lien, positive lien, non disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lispensens,



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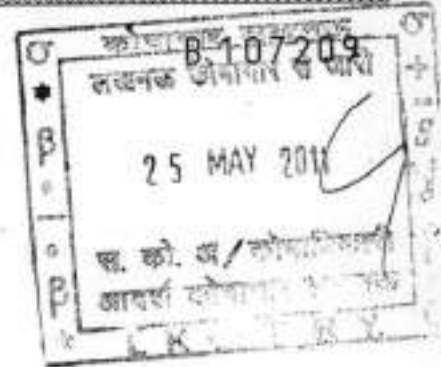
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acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Said Land.

The SELLER also represent and warrant that they have not sold and/ or executed any agreement and / or any agreement to sell with respect to the Said Land, to/ in favour of any third party, till the date of execution of this Sale deed.


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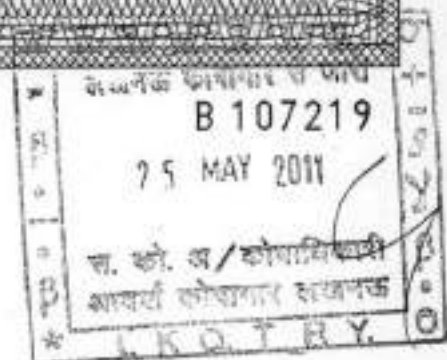
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- 11 -

WHEREAS the SELLER has agreed to sells, conveys, transfers and assigns all their rights, titles, interests in the Said Land together with all benefits, facilities, privileges, easements, advantages belonging to or in any way appertaining to the Said Land to the PURCHASER and the PURCHASER has agreed to purchase, acquire and possess the same for a total consideration of Rs. 75,00,000/- (Rupees Seventy Five Lacs Only) on the terms and conditions contained hereinafter;



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25 MAY 2011

स. द. अ. / कोटाधिकारी
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- 12 -

AND WHEREAS the PURCHASER has entered into this Sale Deed on the faith and strength of the representations, warranties and assurances of the SELLER contained herein for the sale of the Said Land.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

- 1(a) That the SELLER hereby sell, conveys, assigns and transfers to the PURCHASER by way of sale absolutely and forever all of the SELLER's rights, title and interest in the Said Land free from



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all encroachments, charges and Encumbrances, and to the extent applicable, together with trees, plants, shrubs, ways, paths, passages, common gullies, easements, profits, advantages, rights, tube wells, hand pumps, borings and appurtenances whatsoever on the Said Land or ground hereditaments and premises or any part thereof appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or


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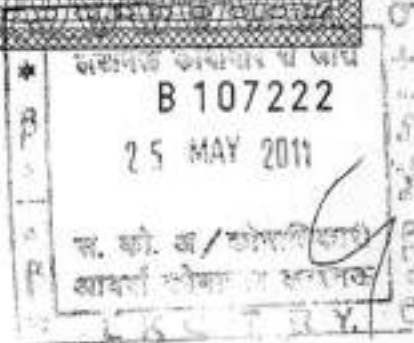
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be appurtenant thereto and all the estate right, title, interest, claim and demand whatsoever of the SELLER in, to, out of and upon the Said Land, hereditaments and premises, and every part thereof to have and to hold the Said Land, hereditaments and premises hereby granted, conveyed, transferred and assured or intended or expressed so to be with them and every of their rights, title, interest, privileges, and appurtenances unto and to the use and benefit of the PURCHASER for ever and

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quietly to hold under, enter upon, have, occupy, possess, develop and enjoy the Said Land hereby granted, conveyed, transferred, and assured with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit, eviction, interruption, disturbance, claim or demand whatsoever from or by the SELLER, his successors or assigns or any of him or from or by any person or persons lawfully or equitably claiming or to



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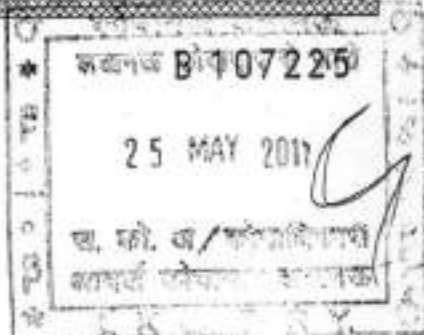
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claim by, from, under or in trust for it or them or any of them.

- (c) The SELLER is left with no right, title, interest of any nature whatsoever in the Said Land and the PURCHASER shall have the absolute right to construct / develop, transfers, assigns, conveys, encumbers, charges, mortgage the Said Land to any person, at such terms and conditions it deems fit and proper at its sole discretion and deal with the Said Land in any manner whatsoever, and hereafter the PURCHASER shall peacefully


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and quietly enjoy the Said Land and deal with the same in any manner he may deem fit without any hindrance, claim or demand of any nature whatsoever from the SELLER or any person(s) claiming under or through him.

2. That the SELLER do hereby grant, convey, sell, transfer and assure unto the PURCHASER the Said Land free from all encumbrances together with all easements, rights and use of all ways, paths, passages, rights, liberties, privileges, benefits and

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राष्ट्रिय काँग्रेस, लखनऊ
दिनांक: १७/११/१९३७
पृष्ठ: ११
वर्ग: ११
हस्ताक्षर:

१७/११/३७
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advantages whatsoever relating to the Said Land or in any way appurtenant thereto or therewith usually held or known as part and parcel thereof and all the estate right, title and interest whatsoever of the SELLER onto or upon the Said Land absolutely and forever for a total consideration of the sum of Rs. 75,00,000/- (Rupees Seventy Five Lacs Only).

3. : The SELLER shall and will, as and when required by the PURCHASER and at its own cost, risk and expenses and without



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25 MAY 2011

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any loss or damage to the PURCHASER, do all such acts and execute all such documents, deeds, agreements and present himself before the concerned authorities as may reasonably be required by the PURCHASER for morefully effectuating the sale being hereby made or for more fully assuring the ownership and enjoyment of the Said Land or the Resulting Consequences or defending any action or proceeding concerning the same. Further, the SELLER and all persons having or lawfully or equitably claiming


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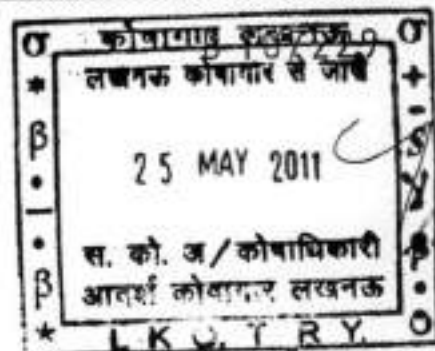
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any estate, right, title or interest in or to the Said Land Property
: hereby conveyed, transferred and assured or any part thereof from,
under, or in trust for the SELLER or his successors and assigns or
any of him shall and will from time to time and at all times hereafter
at the request and cost of the SELLER do and execute or cause to
be done and executed all such further and other acts, deeds,
things, matters, conveyances and assurances in law whatsoever for
the better, further and more perfectly and effectually and absolutely



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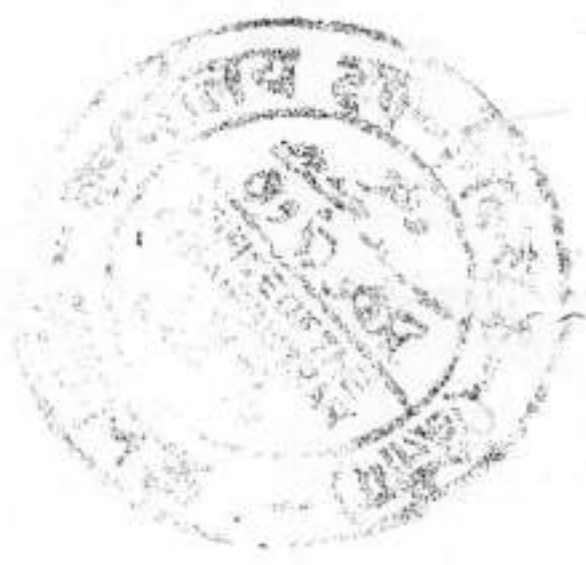
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granting unto and to the use of PURCHASER in the manner aforesaid or as may be reasonably required by the PURCHASER or its successors or assigns or its counsel in law for assuring the Said Land and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the PURCHASER.

4. The SELLER covenants that this Sale Deed is executed in his entirety and that the SELLER has transferred all its rights and title to the PURCHASER in and to the Said Land along with interest in relation to any Resulting Consequences. The PURCHASER is and will henceforth be empowered to use, develop or deal with the Said Land as per his own will and to get it mutated in its own name in the statutory records on the basis of this Sale Deed and/or such further deeds/documents as may be executed in favour of the PURCHASER in relation to any land which may become available to the SELLER as part of Resulting Consequences and upon notice from the PURCHASER, the SELLER hereby undertake and agrees to execute such further deeds for perfecting and conveying the PURCHASER's entitlement in relation to any land made available to the SELLER as part of Resulting Consequences in a form acceptable to the PURCHASER, provided any such deed or document shall represent the actual factual position existing on such date, within a reasonable time period stipulated by the PURCHASER being at the risk, cost, charges and expense of the SELLER without causing any harm or loss to the PURCHASER in any manner whatsoever.
5. That the SELLER hereby declare and have assured the PURCHASER that they are the sole owner of the Said Land having every right and legal capacity to transfer it to the PURCHASER and the same is free from all


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sort of liens, charges, encumbrances and litigations and the same is not under any Court attachments or acquisition.

6. That the SELLER has further assured the PURCHASER that all dues, taxes, cess, rents, demands and other outgoing including debts etc. whatsoever liable to be paid with respect to the Said Land transferred under this Sale Deed up to the date of execution of this Sale Deed have been fully paid and no dues, rents, claims, demands, taxes etc. of any nature whatsoever are outstanding with respect to the Said Land prior to the date of execution of this Sale Deed and in case any such dues, taxes, rents, claims, demands etc. are found subsequently to be due with respect to the Said Land then the SELLER shall be liable to reimburse the same to the PURCHASER the entire amount paid by the PURCHASER with respect to the Said Land on account of such taxes, dues, claims, rent, demands etc. pertaining prior to the date of execution of this Sale Deed. However, from the date of registration of this deed, the PURCHASER shall be liable to pay all such taxes, rents, demands etc. payable with respect to the Said Land.
7. That, the SELLER understands that the PURCHASER has purchased the Said Land relying upon the representations, assurances and covenants stated in this Sale Deed including the Preamble and has acted on the faith thereof. In the event, any of the covenants, representations, undertakings, assurances etc. made therein turns out to be incorrect or false or if the title of the SELLER in the Said Land is found to be defective thereby depriving the PURCHASER of whole or any portion of the Said Land thereby conveyed to the PURCHASER, the PURCHASER shall be entitled to recover from the SELLER, his legal representatives, executors, administrators, successors etc. whole or part of the sale consideration


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together with 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 Said Land transferred under this deed or to any part thereof, or if any one claims adverse rights in the Said Land, then the SELLER shall be liable and responsible for all the risks, costs, dues, losses, expenses, claims, expenses, arrears etc. on whatsoever account of whatsoever nature. The SELLER shall also be liable for and responsible to make good and pay such losses, damages, costs, expenses, loss of profits etc., suffered / sustained by the PURCHASER and shall keep the PURCHASER free, clear and absolutely acquitted and exonerated and forever saved, defended, harmless and indemnified from and against the same. The SELLER his legal representatives, executors, administrators, successors etc shall be responsible to fulfill all the losses that may be sustained by the PURCHASER from all its assets.

8. That all the cost for the stamp duty, expenses and charges for the registration of this Sale Deed shall be borne/ has been paid by the PURCHASER.
9. That the PURCHASER is entitled to get the Said Land mutated in its favour and the SELLER has given his consent to the PURCHASER for getting the Said Land mutated in its favour.
10. That the SELLER and all persons claiming under them do hereby further agree with the PURCHASER that at all times hereinafter and upon any reasonable request to do and execute, or cause to be done and executed, all such lawful acts, documents, deeds and things whatsoever and to present themselves before the concerned authorities as and when



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required by the PURCHASER for more fully effectuating the sale being hereby made and for fully owning and enjoying the Said Land and more perfectly conveying and assuring the Said Land or any part thereof to the PURCHASER and its representative and placing it in possession of the PURCHASER or defending any action or proceeding concerning the same, according to the true intent and meaning of these presents as shall or may be reasonably required. Further the SELLER shall be liable for and responsible to make good and pay such losses, damages, costs, expenses, loss of profits etc. sustained / suffered by the PURCHASER due to the non adherence of the SELLER to any such request as above made by the PURCHASER and shall keep the PURCHASER free, clear and absolutely acquitted and exonerated and forever saved, defended harmless and indemnified from and against the same.

11. That the SELLER has represented and assured to the PURCHASER that the SELLER's have not violated provisions of any bye-laws, rules and regulations etc. as applicable to the Said Land and have deposited / complied with all demands, dues etc. relating thereto.
12. That the SELLER has handed over the relevant original documents relating to the Said Land to the PURCHASER, simultaneously with execution of this Sale Deed.
13. That the SELLER further represent and covenant that the Said Land is not subject matter of any proposed or existing acquisition, requisition or reservation proceedings by any authority or public body and neither any notice under section 4 or 6 of the Land Acquisition Act, 1894 has been received nor any proceeding relating thereto is pending in any court(s) of



L.T.I. Gulab-

Arinath



Law and there are no legal impediments whatsoever for the sale of the Said Land in favour of the PURCHASER

14. 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 "SELLER" and "PURCHASER" herein before used shall include their respective heirs, legal representatives, successors and assigns.
15. That the Said Land transferred under this deed is not situated on any National Highway, State Highway, District Road. The said land is more than 500 meter from main Sultanpur Road / Shaheed Path road / Parishist-Ka Roads. Further, the Said Land hereby conveyed is not having abadi and no development work has been carried out within the peripheral limits of 200 meters of the same.

The present as well as the permanent addresses of the SELLER and the PURCHASER are the same as mentioned above and they are not BOTH belonging to the Scheduled Caste.

That the total area of the Said Land transferred under this deed is **0.7510 Hectares**.

The value of the Land being transferred (which is situated more than 500 mts from main Sultanpur Road/ Shaheed Path Road, Lucknow) as fixed by the Collector, Lucknow is **Rs. 30,00,000.00 per hectare**. Since the land is not having link road as such the collector value of the land according to the collector value of the said Khasra numbers (total area being purchased 0.7510 Hectares) is **Rs. 22,53,000/- (Rupees Twenty Two Lacs Fifty Three Thousand Only)**.



L.T.I. Gulab-

Arinsh

2,253,000.00/ 7,500,000.00 विक्रय पत्र 10,000.00 20 10,020.00 1,000
 फीस रजिस्ट्री स्कूल व प्रति शुल्क योग शब्द लगभग

प्रतिफल मालिपत
 श्री गुलाब
 पुत्र श्री स्व० सरजू प्रसाद
 व्यवसाय कृषि

२० ३०



निवासी खायी ग्राम बाघामऊ पर० तह० व जिला लखनऊ

अस्थायी पता ने यह लेखपत्र इस कार्यालय में दिनांक 27/5/2011 समय 4:39PM
 बड़े निबन्धन हेतु पेश किया।

रजिस्ट्रार अधिकारी के हस्ताक्षर

अखिलेश दुबे
 उप-निबन्धक (द्वितीय)
 लखनऊ

27/5/2011

निष्पादन लेखपत्र बाद युनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखनसार उक्त
 विक्रेता

श्री गुलाब -
 पुत्र श्री स्व० सरजू प्रसाद
 पेशा कृषि
 निवासी ग्राम बाघामऊ पर० तह० व जिला लखनऊ

२० ३०



टाईटेनियम प्रो०प्रा०लि० द्वारा अधि० हस्त० अविनाश
 कश्यप
 पुत्र श्री वृज किशोर कश्यप
 पेशा व्यापार
 निवासी ए०एन०एस०- द्वितीय तल 144/2 आशाराम
 मथुरा रोड न्यू दिल्ली

Avinash



However the actual sale consideration of the Said Land including all the appurtenances is Rs. 75,00,000/- (**Rupees Seventy Five Lacs Only**) which is higher than the collector value of Rs. 22,53,000/- (**Rupees Twenty Two Lacs Fifty Three Thousand Only**). Hence, the stamp duty of Rs. 5,25,000/- (**Rupees Five Lacs Twenty Five Thousand Only**) has been paid and affixed on sale consideration, The stamp duty has been paid and affixed by the PURCHASER,

The sale consideration of Rs. 75,00,000/- (**Rupees Seventy Five Lacs Only**) vide Cheque No. 556800 dated 26-05-2011 drawn on Oriental Bank of Commerce, Sadar, Lucknow has been paid in full by the purchaser to the SELLER detailed below:

SCHEDULE OF THE PROPERTY HEREBY SOLD

Agricultural land situated at Village Baghamau, Pargana, Tehsil and District- Lucknow, which is bounded as under: -

Khasra No. 79

East	:	Khasra Nos. 80, 82 and 87
West	:	Khasra Nos. 77 and 78
North	:	Khasra No. 78
South	:	Khasra No. 82



L. T. I. Gulab -

Arinsh

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री बाल किशन

पुत्र श्री गुलाब प्रसाद

पेशा व्यापार

बाल किशन

निवासी ग्राम बाधामऊ पर0 तह0 व जिला लखनऊ

व श्री उमेश कुमार

पुत्र श्री गुलाब

पेशा कृषि

उमेश कुमार

निवासी बाधामऊ पर0 तह0 व जिला लखनऊ

ने की।

प्रत्यक्षता भद्र साधियों के निजान अचूक नियमानुसार लिये गये हैं।



रजिस्ट्रार अधिकारी के हस्ताक्षर

अखिलेश दुबे
उप-निबन्धक (द्वितीय)
लखनऊ

27/5/2011



IN WITNESS WHEREOF, we the above named SELLER and the PURCHASER have hereto signed this deed on this the 27th Day Of May, 2011 at Lucknow in the presence of witnesses

WITNESSES :-

1. बालू मेहरा
बादायतु पो. अलीमपुर
लखनऊ



2. T.T. Guleri
SELLER

2. उमेश कुमार
बादायतु पो. अलीमपुर
लखनऊ



Arun Khanna
PURCHASER

Drafted by :

(Arun Khanna)
Advocate,
Civil Court, Lucknow.

Composed by :

(Shyam Narain)
Civil Court, Lucknow

विक्रेता

Registration No.: 6758

Year: 2011

Book No.: 1

0101 गुलाब

स्व० सरजू प्रसाद

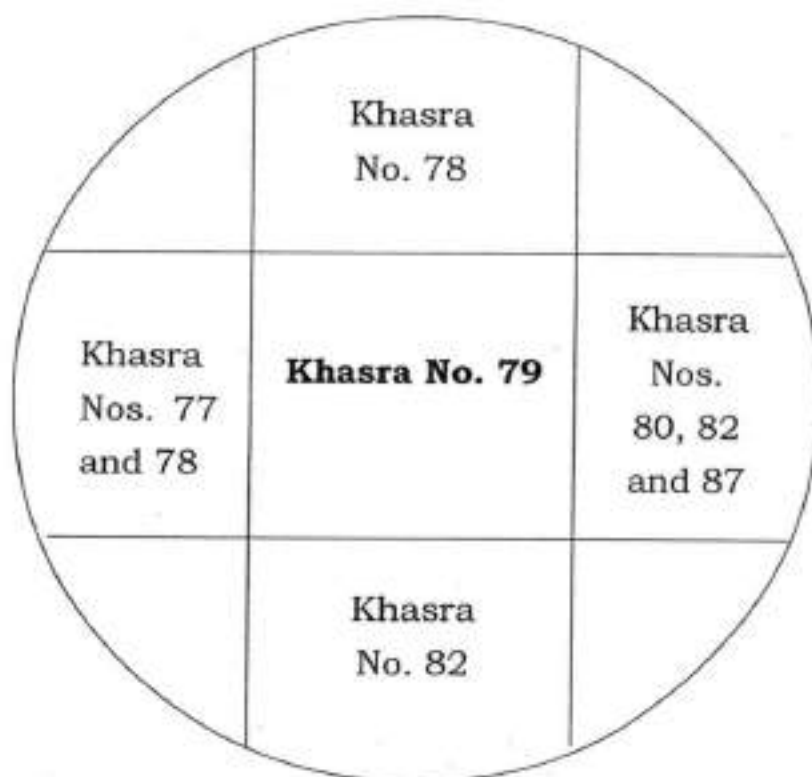
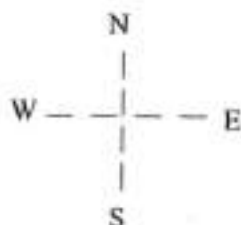
ग्राम बाघानऊ पर० लह० व जिला लखनऊ

कृषि



MAP OF Khasra No. 79, situate at Village Baghamau, Pargana, Tehsil
and District-Lucknow, measuring about 0.7510 hectare bounded as
under :-

East	:	Khasra Nos. 80, 82 and 87
West	:	Khasra Nos. 77 and 78
North	:	Khasra No. 78
South	:	Khasra No. 82



L. T. I. Guleb.
SELLER

Avinash

PURCHASER

क्रेता

Registration No. : 6758

Year : 2011

Book No. : 1

0201 टाईटेनियम प्रोप्रोपॉलिट द्वारा अधि हस्त अविनाश करण

कृज किशोर करण

एनएनएस- द्वितीय तल 144/2 आशाराम मधुरा रोड न्यू दिल्ली
व्यापार



रजिस्ट्रेशन अधिनियम - 1908 की धारा 32-ए, के अनुपालन हेतु फिंगर्स प्रिन्ट्स

प्रस्तुतकर्ता/विक्रेता/क्रेता का नाम व पता- Shri Gulab son of Late Sri Sarju Prasad
resident of Village Baghamau, Pargana Tehsil and District Lucknow.

बायें हाथ की अंगुलियों के चिन्ह :-



दाहिने हाथ की अंगुलियों के चिन्ह :-



प्रस्तुतकर्ता/विक्रेता/क्रेता के हस्ताक्षर

L. I. Gulab

विक्रेता/क्रेता का नाम व पता - Mr. Avinash Kashyap son of Sri Brij Kishore Kashyap,
ANS House, 2nd Floor, 144/2, Ashram, Mathura Raod, New Delhi.

बायें हाथ की अंगुलियों के चिन्ह :-



दाहिने हाथ की अंगुलियों के चिन्ह :-



Avinash

विक्रेता/क्रेता के हस्ताक्षर

आज दिनांक 27/05/2011 को

वही सं. 1 जिल्द सं. 10984

पृष्ठ सं. 185 से 244 पर क्रमांक 6758

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अखिलेश दुवे

उप-निबन्धक (द्वितीय)

लखनऊ

27/5/2011

