भारतीय गैर न्यायिक

भारत

दस रुपये

रु.10

TEN RUPEES

Rs.10

INDIA NON JUDICIAL

लखनऊ विकास प्राधिकरण

लखनऊ

उत्तर प्रदेश UTTAR PRADESH

41AB 972747

For BHAVYA CREATORS PVT. LTD.

CERTIFICATE

In pursuance of order of the collector No. 59 Dated 11-04-2012 Passed under Section 10-A at the stamp act is certified that an amount of ₹ 1,29,64,300/- in words (Rupees One Crore Twenty Nine Lacs Sixty Four Thousands Three Hundred Only) has been paid by **M/s Bhavya Creators Pvt. Ltd., A-114-A, Kaushambi, Ghaziabad** in cash as stamp duty in respect of this instrument in the State Bank of India, Lucknow by Challan No. G-170021 dated 20-04-2012 a copy of which is annexed herewith.

Dated 23-04-12

प्रभारी अधिकारी (सम्पत्ति)
लखनऊ विकास प्राधिकरण
लखनऊ

Chief Treasury Officer
Lucknow
23/4/12

प्रिय रंजन कुमार
मुख्य कोषाधिकारी
कलेक्ट्रेट, लखनऊ

Typed copy of Sale Deed of Commercial Plot No. TC-24-V, bearing an area of 4775.42 Square meter, situated at Vibhuti Khand, Gomti Nagar, Lucknow annexed herewith.

948

ग्राम सभा.....

स्टाम्प विक्रय की तिथि..... 23/4/2002

स्टाम्प क्रय करने का प्रयोजन.....

स्टाम्प क्रेता का नाम व पता.....

.....

स्टाम्प का मूल्य.....

मुलाम हसनैन

आदेश सं. 221 [illegible] के अवधि

[illegible]

सिवन्धक (द्वितीय)

लखनऊ

वित्तीय नियम संग्रह खण्ड–5 भाग–2
प्रपत्र : संख्या – 43 ए (1)
(प्रस्तर 417 एवं 478 देखिए)
धनराशि जमा करने का चालान फार्म

उपकोषागार / बैंक का नाम व शाखा : State Bank of India, Govt. Business Branch, Lucknow.

1. जिस व्यक्ति (पदनाम यदि आवश्यक हो) या M/s Bhavya Creators Pvt. Ltd. संस्था के नाम से धनराशि जमा की जा रही है।
2. पता :– A-114-A, Kaushambi, Ghaziabad.
3. पंजीकरण संख्या / पक्ष का नाम व पता .....
4. जमा की जा रही धनराशि का पूर्ण विवरण :– For General Stamp Papers
(धनराशि किस हेतु जमा की जा रही है तथा किस विभाग के पक्ष में जमा की जा रही है)
5. चालान की सकल राशि रू. 1,29,64,300/-
6. चालान की निवल राशि रू. 1,29,64,300/-
7. लेखा शीर्षक का पूर्ण विवरण ..... लेखा
शीर्षक की मुहर ..... 2020-लाख तथा पर्याप्त
8. लेखा– शीर्षक का 13 डिजिट कोड

0202-(SAS) Gen Stamp

मुख्य लेखा– शीर्षक उप मुख्य– शीर्षक लघु–शीर्षक –उप–शीर्षक ब्यौरेवार–शीर्षक धनराशि (अंको में)

0	0	3	0	0	2	1	0	2	0	0	0	0	रू. 1,29,64,300/-

धनराशि (शब्दो में) Rupees One Crore Twenty Nine Lacs Sixty Four Thousand Three Hundred only

योग रू. 1,29,64,300/-

चालान में लेखा शीर्षक की पुष्टि करने वाले विभागीय अधिकारी के हस्ताक्षर मुहर सहित

जमाकर्ता का नाम व हस्ताक्षर
Arun Khanna, Advocate

केवल उपकोषागार / बैंक के प्रयोगार्थ

चालान संख्या .....

अंको में रू0
शब्दो में रू0

प्रभारी अधिकारी (सम्पत्ति)
लखनऊ विकास प्राधिकरण
लखनऊ

G170021

प्राप्त किया
प्राप्तकर्ता के हस्ताक्षर उपकोषागार / बैंक की मुहर सहित

For BHAVYA CREATORS PVT. LTD.
DIRECTOR

विवरण : रोकड़ (विवरण सहित)

नोट / सिक्के	(धनराशि रूपयों में)
1000 x	Cheque No. 848276 dated 19-04-2012 drawn on State Bank of India, Commercial Branch, Way Road, Gokhale Marg, Lucknow, for Rupees One Crore Twenty Nine Lacs Sixty Four Thousand Three Hundred only.
500 x	
100 x	
50 x	
20 x	
10 x	
5 x	
2 x	
1 x	
चेक (पूर्ण विवरण के साथ)	

टिप्पणी :–

1. जिन विभागों में अधिक संख्या में चालान द्वारा धनराशि जमा होती है (जैसे व्यापार कर, स्टाम्प एवं पंजीकरण, शिक्षा, लोक सेवा आयोग आदि) उन्हें बजट साहित्य के खण्ड–4 अथवा लोक लेखा खण्ड–2 के अनुसार लेखा शीर्षक मुद्रित कराना उचित होगा । अन्य प्रकरणों में बजट साहित्य के खण्ड–2 (लोक लेखा) तथा खण्ड–4 (राजस्व एवं पूंजी लेखों की प्राप्तियां) में दर्शाये गये लेखा–शीर्षक के स्तरों के अनुरूप विभागीय अधिकारी द्वारा प्रमाणित किया जायेगा।

2. जिन जमा धनराशियों के लिये विज्ञापन द्वारा सार्वजनिक रूप से प्रसारित लेखाशीर्षक विशेष में धनराशि जमा करने हेतु निर्देशित किया गया है, तो ऐसी दशा में चालान फार्म के लेखा–शीर्षक सत्यापित करना आवश्यक नहीं होगा।

3. यदि जमा की जाने वाली धनराशि में पैसे को कोई अंश है तो 50 पैसे से कम की धनराशि को छोड़ दिया जायेगा एवं 50 पैसे और उससे अधिक की धनराशि को अगले उच्चतर रूपये पर पूर्णांकित कर धनराशि जमा की जायेगी।

जी०एस०यू०पी० एफ० 3 कोषागार—10.2.2003(2230)—2003—3,00,000—(कम्प्यूटर / आफसेट)।

Ward	: Chinhat
Sale Consideration	: Rs. 18,52,03,913/-
Valuation	: Rs. 14,18,26,113/-
Stamp Duty paid	: Rs. 1,29,64,300/-

SUMMARY OF DEED

1.	Type of Land	:	Commercial
2.	Ward/Pargana	:	Chinhat
3.	Mohalla/Village	:	Vibhuti Khand, Gomti Nagar, Lucknow
4.	Details of Property	:	Plot No. TC-24-V
5.	Unit of Measurement in (Hect./Sq. meter)	:	Sq. meter
6.	Area of Property	:	4775.29 Square meter
7.	Details of Road (As per Schedule)	:	Corner
8.	Other details (9 mtr. Road/corner etc.)		
9.	Type of Property	:	Commercial Land
10.	Total area of Property (in case of multistoried building)	:	N.A.
11.	Total Covered Area	:	N.A.
12.	Status -Finished/ Semi-finished/other	:	N.A.
13.	Valuation of Trees	:	N.A.
14.	Boring/Well/Other	:	N.A.
15.	Built-up area	:	N.A.
16.	Year of Construction	:	N.A.
18.	Sale Consideration	:	Rs. 18,52,03,913/-

BOUNDARIES :

East	:	24.0 meter wide road,
West	:	Plot No. TC/25-V,
North	:	Plot No. TC/29-V,
South	:	18.0 meter wide road,

प्रभारी अधिकारी (सम्पत्ति)
लखनऊ विकास प्राधिकरण
लखनऊ

For BHAVYA CREATORS PVT. LTD.

DIRECTOR

Number of First Party (1)
Details of Seller

LUCKNOW DEVELOPMENT AUTHORITY, LUCKNOW through Prabhari Adhikari (Sampatti) SMT. SANTOSH MURDIYA, office situated at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow

Number of Second Party (1)
Details of Purchaser

M/S. BHAVYA CREATORS PVT. LTD., the company incorporated under the Companies Act, 1956, represented through Director - Sri Ambrish Tiwari, office situated at : 114-A, Kaushambhi, Ghaziabad (U.P.)-201010

SALE DEED

THIS SALE DEED entered between **LUCKNOW DEVELOPMENT AUTHORITY, LUCKNOW** through Prabhari Adhikari (Sampatti) **SMT. SANTOSH MURDIYA**, 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.**

A N D

M/S. BHAVYA CREATORS PVT. LTD., the company incorporated under the Companies Act, 1956, represented through Director - **SRI AMBRISH TIWARI**, office situated at : 114-A, Kaushambhi, Ghaziabad (U.P.)-201010 (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.**

प्रभारी अधिकारी (सम्पत्ति)
लखनऊ विकास प्राधिकरण
लखनऊ

For BHAVYA CREATORS PVT. LTD.

DIRECTOR

संचालक (द्वितीय)

LUCKNOW DEVELOPMENT AUTHORITY

LEASE TO SRI/SMT. : .....
PLOT/HOUSE NO. : TC/24-V
SIZE : : AS PER SITE
AREA : : 4775.29 SQMT.

BOUNDARY:
NORTH : PLOT NO-TC/29-V
SOUTH : 18.0 M. WD. ROAD
EAST : 24.0 M. WD. ROAD
WEST : PLOT NO-TC/25-V

VIBHUTI KHAND, GOMTI NAGAR , LUCKNOW.

For BHAVYA CREATORS PVT. LTD.

DIRECTOR

प्रभारी अधिकारी (सम्पत्ति)
लखनऊ विकास प्राधिकरण
लखनऊ

DRG. NO. :- 238/VIBHUTI/GN /2012 FILE NO. :- 600/C.T.P./INDEX/08	DATE :- 01/03/2012 DEALT BY :- VIKRAM SINGH	
THIS LEASE PLAN IS THE PART OF APPRO--VED LAYOUT PLAN OF VIBHUTI KHAND, GOMTI NAGAR SCHEEM DATED 10.09.96.	NORTH :- N	
THIS PLAN IS PREPARED ON THE BASIS OF SURVEY REPORT GIVEN BY E.E. -1, OF PLOT NO. -TC/24-V ON DATED- 12/12/11.		ANITA SRIVASTAVA A.T.P J.N.REDDY T.P

उप निबन्धक (द्वितीय)

लखनऊ

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 Plot No. TC-24-V, Vibhuti Khand, Gomti Nagar, Lucknow, bearing an area of 4775.29 (Four Thousand Seven Hundred Seventy Five point Two Nine) Square meter, has been allotted by way of public auction in consideration to the premium amount of Rs. 15,85,39,636/- (Rupees Fifteen Crore Eighty Five Lac Thirty Nine Thousand Six Hundred Thirty Six only) apart from the said amount 1% lease rent of the premium amount is payable per annum. But the Govt. of U.P. vide G.O. dated 10.05.1995 has provided to convert the leasehold property into freehold by charging 12% free hold charges which amount of Rs. 1,90,24,756/- (Rupees One Crore Ninety Lac Twenty Four Thousand Seven Hundred Fifty Six only) has also been deposited by the purchaser and for the delayed payment interest has also been charged. And in such manner total payment towards consideration amount paid by the lessee to the lessor comes to Rs. 18,52,03,913/- (Eighteen Crore Fifty Two Lac Three Thousand Nine Hundred Thirteen only). Apart from the said amount towards consideration paid by the lessee to the lessor, he has also paid Rs. 5000/- towards water sever charges and Rs. 500/- towards processing charges.

HENCE THIS SALE DEED WITNESSETH AS UNDER

1. That in consideration to the total amount of Rs. 18,52,03,913/- (Eighteen Crore Fifty Two Lac Three Thousand Nine Hundred Thirteen only) paid by the purchaser to the seller, which includes premium amount and 12% freehold charges alongwith interest accrued for delayed payments, the

प्रभारी अधिकारी (सम्पत्ति)
लखनऊ विकास प्राधिकरण
लखनऊ

For BHAVYA CREATORS PVT. LTD.

DIRECTOR

उप निबन्धक (द्वितीय)

seller has sold and transferred the commercial plot no. TC-24-V, bearing an area 4775.29 (Four Thousand Seven Hundred Seventy Five point Two Nine), situated in Vibhuti Khand, Gomti Nagar, Lucknow in favour of the purchaser, morefully detailed in schedule of property given at the foot of this deed.

2. 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.

3. 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 purposes within a period of 5 years in accordance with the provisions as contained under U.P. Urban Planning and Development Act, 1973.

4. 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.

5. 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.

For BHAVYA CREATORS PVT. LTD.

DIRECTOR

प्रभारी अधिकारी (सम्पदा)
लखनऊ विकास प्राधिकरण
लखनऊ

उप निबन्धक (द्वितीय)

6. 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.

7. That no legal proceedings of any kind may be commenced beyond the territorial limits of Lucknow Jurisdiction.

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

9. 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. And there shall be no change in the plan except with prior permission of the competent authority in this regard in writing.

10. That the ground coverage, FAR rules and regulations shall be applicable according to prevailing rules and building by-laws and any other for the time in force.

11. That the parking shall be provided by the second party according terms and conditions and prevailing rules.

12. 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.

13. 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

प्रभारी अधिकारी (सम्पत्ति)
लखनऊ विकास प्राधिकरण
लखनऊ

For BHAVYA CREATORS PVT. LTD.

DIRECTOR

after paying proper fees as may be applicable there at his own cost and expenses for getting the map sanctioned from the competent authority.

14. 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.

17. That the purchaser shall have no right to make transfer of land by making subdivision of the plot by metes and bounds allotted to him. But after raising constructions the built-up units/space can be transferred by the purchaser to prospective buyers.

18. That in case of violation of any rules and regulations, 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 according to law.

19. 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.

20. That the possession of the land in question has been delivered by the seller to the purchaser through this deed.

21. That the expenses for execution and registration of this deed shall be borne by the purchaser.

22. 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

For BHAVYA CREATORS PVT. LTD.

DIRECTOR

प्रभारी अधिकारी (सम्पत्ति)
लखनऊ विकास प्राधिकरण
लखनऊ

विक्रय पत्र

185,203,913.00 / **141,826,113.00** 10,000.00 40 10,040.00 2,000

फीस स्टैम्प स्कैन व प्रति शुल्क योग अग्र लगान

फोलियो सलिपात

मे.भव्य क्रियेटर्स प्रा0लि0द्वारा निदे.अम्बरीष तिवारी

पुत्र श्री ओ0पी0तिवारी

व्यवसाय व्यापार

निवासी स्थान 114-ए कौशाम्बी गाजियाबाद

अस्थायी पता

ये पत्र लेखपत्र इस कार्यालय में दिनांक 10/5/2012 समय 2:32PM

बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एच.के.पाण्डेय
उप-निबन्धक (द्वितीय)
लखनऊ
10/5/2012

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व पाठ धनराशि व फलोत्पादनसार उक्त

विक्रेता

क्रेता

मे.भव्य क्रियेटर्स प्रा0लि0द्वारा निदे.अम्बरीष तिवारी
पुत्र श्री ओ0पी0तिवारी
पेशा व्यापार
निवासी 114-ए कौशाम्बी गाजियाबाद

इस बात से सन्तुष्ट हो जाने पर कि इस लेखपत्र का निष्पादन श्री सन्तोष मुंदिया प्रा0लि0 ने अपने पद के अधिकार से किया है इसलिये उनकी उपस्थिति और हस्ताक्षरों की आवश्यकता नहीं है, और लेखपत्र रजिस्ट्रीकरण के लिए स्वीकार किया गया।

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री अभिनव तिवारी

पुत्र श्री ओ0पी0तिवारी

पेशा व्यापार

निवासी सी-1 एच आई जी लोहियानगर गाजियाबाद

व श्री शिव शरन लाल श्रीवास्तव सहायक ल0वि0प्रा0लखनऊ

पेशा नौकरी

निवासी

व श्री

स्थान पर पहचान के लिये प्रमाण निबन्धनकर्ता लिए गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एच.के.पाण्डेय
उप-निबन्धक (द्वितीय)
लखनऊ
10/5/2012

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.

23. That the total consideration amount paid by the purchaser to the seller comes to Rs. 18,52,03,913/- (Eighteen Crore Fifty Two Lac Three Thousand Nine Hundred Thirteen only) which includes premium amount of land, and 12% freehold charges, including interest. And according to D.M. Circle rate list, the rate of Vibhuti Khand has been fixed @ Rs. 22,000/- per sq. meter. Since the land is corner and situated on 24 meter wide road, hence making enhancement @ 35% is comes @ Rs. 29,700/- and since the area of demised land is 4775.29 sq. meter, as such the valuation of demised land comes to Rs. 14,18,26,113/-. Since the sale consideration paid by the purchaser is higher in comparison to the valuation arrived upon according to D.M. Circle Rate List, hence the stamp duty upon the highest valuation comes to Rs. 1,29,64,280/- as such the purchaser has made payment of Rs. 1,29,64,300/- towards stamp duty through Challan No. G170021, dated 20.04.2012 in Govt. Business Branch, State Bank of India, Main Branch, Hazratganj, Lucknow. And the certificate to the said effect has been issued by the Chief Treasury Officer, Lucknow in pursuance of order of the collector no. 59, dated 11.04.2012 passed U/s. 10-A of the Stamp Act. And accordigly the Chief Treasury Officer Collectorate, Lucknow has certified to have deposited the aforesaid amount towards stamp duty paid by the purchaser, which certificate of payment of stamp duty has been annexed herewith this deed.

SCHEDULE OF PROPERTY

All that piece and parcel of commercial Plot No. TC-24-V, bearing an area of 4775.29 (Four Thousand Seven Hundred Seventy Five point Two Nine) Square meter, situated at Vibhuti Khand, Gomti Nagar,

प्रभारी अधिकारी (सम्पत्ति)
लखनऊ विकास प्राधिकरण
लखनऊ

For BHAVYA CREATORS PVT. LTD.

DIRECTOR

क्रेता

Registration No. : 8261 Year : 2,012 Book No. : 1

0201 मे.मध्य क्रिएटर्स प्रा0लि0द्वारा निदे.अम्बरीष तिवारी

को0नि0तिवारी

114-ए वैशाली गाजियाबाद

व्यापार

सहायक उप निबन्धक (द्वितीय)

लखनऊ

Lucknow, delineated and marked with italic lines in the annexed map plan which forms part of this deed. The boundaries of the allotted land are as under :-

East	:	24.0 meter wide road,
West	:	Plot No. TC/25-V,
North	:	Plot No. TC/29-V,
South	:	18.0 meter wide road,

IN WITNESS WHEREOF, SMT. SANTOSH MURDIYA as Prabhari Adhikari (Sampatti), Lucknow Development Authority, Lucknow for and on behalf of the seller/first party and **SRI AMBRISH TIWARI** as Director for and on behalf of the purchaser both 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.

प्रभारी अधिकारी (सम्पत्ति)
लखनऊ विकास प्राधिकरण
लखनऊ

Lucknow/Dated : 26.04.2012

Witnesses :-

1. Signature.....
   Name Atal Behari Tiwari
   Father's Name Late G.N Tiwari
   Address S.O. Lucknow Development Authority

Seller/
First Party

For BHAVYA CREATORS PVT. LTD.

DIRECTOR

2. Signature.....
   Name Abhinav Tiwari
   Father's Name Mr. O.P Tiwari
   Address C-1 H.I.G Lohianagar Ghaziabad (U.P)

Purchaser/
Second Party

PAN Number:- AAACB5186F.

Drafted by :

[Anoop Kumar Asthana]
Advocate
Chief Retainer, LDA

आज दिनांक **10/05/2012** को

बही सं **1** जिल्द सं **12496**

पृष्ठ सं **191** से **212** पर क्रमांक **8261**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एच.के.पाण्डेय

उप-निबन्धक (द्वितीय)

लखनऊ

10/5/2012

कार्यालय उप निबन्धक (द्वितीय)

लखनऊ