

Stamp: Rs. 2,25,700/-

SALE DEED

Nature of Land Pargana Village Details of Property

Agriculture Lucknow Alloo Nagar Diguria Land bearing Khasra Nos. 94, 95-Ka & 96 In Hectare

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Area

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Type of Property Consideration Valuation

More than 200 meter away fro IIM Road Agriculture Rs. 22,56,750/-Rs. 7,35,000/-

COMBINED BOUNDARIES OF LAND KHASRA NOS. 94, 95-Ka & 96

East : Land of Khasra No. 93 West : Chak Road thereafter Land of Khasra Nos. 78, 81 & 82 North : Land of Khasra No. 91 South : Land of Khasra No. 97

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Sellers (4)

Name of the Sellers-

(1) KHAN TARIQ GAURI (2) KHAN KHALID GAURI (3) KHAN ASHAF GAURI, Sl. No. 2 and 3 through their registered attorney/real brother SHRI KHAN TARIQ GAURI, all sons of LATE SHRI RAFEEQ AHMAD KHAN and (4) ATEEQ AHMAD KHAN, son of SHRI SIDDIQ AHMAD KHAN, all R/o Gram- Alloo Nagar Diguria, Pargana, Tehsil & District- Lucknow, at present R/o 107/36-Ka, Bisi Ki Masjid (Malka Geti Phatak) Lucknow.

Name of the Purchaser- YOJNA 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 19th day of October 2007 by (1) KHAN TARIQ GAURI (2) KHAN KHALID GAURI (3) KHAN ASHAF GAURI, Sl. No. 2 and 3 through their registered attorney/real brother SHRI KHAN TARIQ GAURI, all sons of LATE SHRI RAFEEQ AHMAD KHAN and (4) ATEEQ AHMAD KHAN, son of SHRI SIDDIQ AHMAD KHAN, all R/o Gram- Alloo Nagar Diguria, Pargana, Tehsil & District- Lucknow, at present R/o 107/36-Ka, Bisi Ki Masjid (Malka Geti Phatak) Lucknow, (hereinafter jointly referred to as the Seller) which expression, unless repugnant to the context, shall mean and include their heirs, legal representatives, successors, administrators,

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executors, transferees, assignees etc. in favour of YOJNA CONSTRUCTIONS. 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, (hereinafter 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. The attorneys are registered in the office of Sub Registrar-II, Lucknow, in Book No. IV, Khand 197, Pages 219 to 228 at Serial No. 203/04 dated 03.07.2004 and in Book No. IV, Khand 173, Pages 73 to 78, at Serial No. 199 dated 26.02.2002 and the attorney Sri Khan Ashaf Gauri was again revalidated vide Register No. IV, Jild- 102, Pages 42 to 44, at Serial No. 199 dated 10.04.2002 and the said attorneys have never been revoked and are still effective as on date respectively.

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AND WHEREAS the Sellers are the absolute owner in possession with transferable rights in relation to the agricultural land of Khata No. 00397 Khasra No. 94 measuring 0.1540 hectare, Khasra No. 95-Ka measuring 0.0430 hectare, and Khasra No. 96 measuring 0.1390 hectare, total measuring 0.3360 situated at Village- Mutakkipur, Pargana, Tehsil and District- Lucknow, (hereinafter referred to as the said "Property"), the said property is the ancestral property of the Sellers;

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AND WHEREAS the Sellers have assured the Purchaser that they have 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 Sellers in favour of the Purchaser and that the name of the Sellers are already mutated in the revenue records, available with the appropriate regulatory authorities;

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AND WHEREAS the Sellers are in need of money for their personal use and therefore, are desirous to transfer by way of sale, their whole shares, ownership, rights, and all interests in the property;

AND WHEREAS the Purchaser is willing to buy the Property from the Sellers, and the Sellers are willing to sell the same absolutely to the Purchaser, the Purchaser has agreed with the Sellers for the absolute sale of all their shares in the Property for a total sale consideration of Rs. 22,56,750/- (Rupees Twenty Two Lacs Fifty Six Thousand Seven Hundred Fifty Only);

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AND WHEREAS the Purchaser has, on this day of the execution of this Deed of Sale, paid to the Seller a sum of Rs. 22,56,750/- (Rupees Twelly Dwoll activity Divol activity

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

1. That in consideration of the said sum of Rs. 22,56,750/- (Rupees Twenty Two Lacs Fifty Six Thousand Seven Hundred Fifty Only) paid by the Purchaser to the Sellers, the receipt whereof the Sellers hereby acknowledge, the Sellers doth hereby transfer, convey, release and assign by way of absolute sale of the agriculture land of Khata No. 00397 Khasra Nos. 94, 95-Ka & 96 total measuring 0.3360 hectare, situated at Village-Alloo Nagar Diguria, Pargana, Tehsil and District- Lucknow, the property morefully detailed at the foot of this deed and shown in the annexed plan

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with ALL the estate, rights, title, interests, claims, demands, easements, privileges and appurtenances whatsoever of the Sellers 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 Sellers have 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.

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रतीय गैर न्यायिक INDIA NON JUDICIAL **Rs.5000 হ**.5000 **FIVE THOUSAND RUPEES** पाँच हजार रुपये उत्तर प्रदेश UTTAR PRADESH 9 UC1 44 W. W. - 25 জোলালাই CASTOR জান্দা -10-That the Sellers hereby declare and has assured the Purchaser that they are 3. 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. Contd.....11.. ICIALA ) 4- Salmip



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भारतीय गैर न्यायिक INDIA NON JUDICIAL रता () **Rs.5000** रु.5000 FIVE THOUSAND RUPEES SUR PLS ৰতাগতলৈ ्रीर प्रदेश UTTAR PRADESH 0 -11-That the Sellers have further assured the Purchaser that all dues, taxes, 4. gents, 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 gature whatsoever are outstanding against the Sellers 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 Sellers 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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भारतीय गैर न्यायिक INDIA NON JUDICIAL **Rs.5000** FIVE THOUSAND RUPEES च हजार रुपय INDI ्रितर प्रदेश UTTAR PRADESH TOUR TRANSFER TIMES GROWN Q ULL LUU -12-5.

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 Sellers, the Purchaser shall be entitled to recover from the Sellers, 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 Sellers, 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 the registration of this Deed of Sale have been borne by the Purchaser.

7. That the Sellers and all persons claiming under them 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 effect to any contract or covenant herein contained the expressions "The Sellers" and "the Purchaser" herein before used shall include their respective heirs, legal representatives, successors and assigns.

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That the property transferred under this deed is not situated on any 9. National Highway, State Highway, District Road or Link Road, there are no trees, and there is no wells, constructions or tube-wells whatsoever on the aforesaid part of property hereby conveyed. The property situates beyond more than 200 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 within the peripheral limits of 200 meters of the same.

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

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The Sellers further declare categorically that barring the instant Sale Deed they have 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 Sellers and the Purchaser are the same as mentioned above.

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10. That the total area of the premises transferred under this deed is 0.3360 Hectare (Zero Point Three Three Six Zero), the value of the property as fixed by the Collector Lucknow is Rs. 17,50,000/- per hectare, according to which the market value of the property comes to Rs. 5,88,000/- (Rs. Five Lacs Eighty Eight Thousand Only) but the Purchaser is company hence after enhancement of 25% the enhanced value is Rs. 7,35,000/- (Rs. Seven Lacs Thirty Five Thousand only). The actual sale consideration of Rs. 22,56,750/- (Rupees Twenty Two Lacs Fifty Six Thousand Seven Hundred Fifty Only) is higher than the market value of Rs 7,35,000/- (Rs. Seven Lacs Thirty Five Thousand only). Hence, the stamp duty on sale consideration of Rs. 22,56,750/- (Rupees Twenty Two Lacs Fifty Six Thousand Seven Hundred Fifty Only) i.e. on the actual value paid for the transfer of the property comes to Rs. 2,25,700/-(Rupees Two Lacs Twenty Five Thousand Seven Hundred only) and has accordingly been paid by the Purchaser.

#### SCHEDULE OF PAYMENT

- Rs. 3,40,000/- (Rupees Three Lacs Forty Thousand only) vide Cheque no. 619338 dated 18.10.2007 drawn on The Bank of Rajasthan Ltd., Aliganj Branch, Lucknow.
- Rs. 3,40,000/- (Rupees Three Lacs Forty Thousand only) vide Cheque no. 619339 dated 18.10.2007 drawn on The Bank of Rajasthan Ltd., Aliganj Branch, Lucknow.
- Rs. 3,40,000/- (Rupees Three Lacs Forty Thousand only) vide Cheque no. 619340 dated 18.10.2007 drawn on The Bank of Rajasthan Ltd., Aliganj Branch, Lucknow.

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- Rs. 10,28,3% (Rs. Ten Lacs Twenty Eight Thousand Five Hundred Sevel, Five only) vide Cheque no. 619337 dated 18.10.2007 drawn on the Bank of Rajasthan Ltd., Aliganj Branch, Lucknow.
- 5. Rs. 2,08,2**5**%- (Rs. Two Lacs Eight Thousand <del>Two</del> Hundred Fifts only) paid in cash.

Received a sum of Rs. 22,56,750/- (Rupees Twenty Two Lacs Fifty Six Thousand Seven Hundred Fifty Only) as detailed above and now nothing is payable to the Sellers by the Purchaser.

#### SCHEDULE OF THE PROPERTY HEREBY SOLD

Agricultural land of Khata No. 00397 Khasra Nos. 94, 95-Ka & 96 total measuring 0.3360 hectare, situated at Village- Alloo Nagar Diguria, Pargana, Tehsil and District-Lucknow, which is bounded as under: -

## COMBINED BOUNDARIES OF LAND KHASRA NOS. 94, 95-Ka & 96

East : Land of Khasra No. 93

West : Chak Road thereafter Land of Khasra Nos., 78, 81 & 82

North

Land of Khasra No. 91

South

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Land of Khasia No. 91

Land of Khasra No. 97

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

WITNESSES:-1. Hellign Ansarul Hag/ue <sup>5</sup>/oSis Mobinul Hag/ue Lakedmandi Dalignj unknow

2. Sarvesh Kumar Gupta Civil Court, Inethion

SELLERS

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Drafted by:

Typed by:

 $\Delta A \wedge$ (Sarvesh Kumar Gupta)

Sarvesh Kumar Gupta Advocate

ने निष्पादन स्वीकार किया । जिनकी पहचान श्री <u>सर्वेश गुप्ता एडवो0</u> पुत्र श्री पेशा

निवासी सिविल कोर्ट लख0

व श्री अन्सारूल हक पुत्र श्री मोबिनुल हक पेशा व्यापार

निवासी लकडमण्डी डालीगंज लख0 ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



<u> ADX</u> एस.एस.पाल उप निबन्धक (द्वितीय ) **लखनऊ** 19/10/2007



5 ы С ĥ ų 2739 6 d vy d's' d's و م ĥ 10:00 비가 SLAVE 5: 2J e: fair परिया - यन रोड नादर् भूमि लिरेहा में 94,95क म 96 तीका - आंभे खरगर (म. 97 3717 - 21 - 20 - 7 An A1 नकरा। नजरी श्रीमें उत्तरा तं.94,95 के ज 96 र्रव - भूमि रब्सरा नाः 93 Htur with anon on by Ran (1) 4 cr · 0.3360 Eazar de use a fim Shipur Alused Kenas ) le filar EUC (221) الديرار

## विक्रेता

Registration No

9620

Year : 2007 Book No.

खात तारिक स्वय व बहै.मु.खालिदगौर,अशफगौरी 0101

> स्व0 रफीक अहमद खान 107/36क बाईसी की मस्जिद लख0 सेवानिवृत्त





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अतीक अहमद खान 0102 सिददीक अहमद खान अल्लू नगर डिगुरिया लख0 कृषि







## क्रेता

Registration No. 9620 Year : 2007 Book No. 1 योजना कान्स. प्रा.लि.द्वारा निदे.टी.के.दीक्षित पुत्र स्व0 सी0एस0दीक्षित







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बी-703 महानगर लख0 नौकरी



विक्रेता/क्रेता के इस्तांक्षर

| आज दिनांक               |            | <u>19/10/2007</u> को |            |           |             |
|-------------------------|------------|----------------------|------------|-----------|-------------|
| बही सं                  | <u>1</u>   | जिल्द सं             | <u>69</u>  | <u>90</u> |             |
| पृष्ठ सं                | <u>309</u> | से                   | <u>350</u> | पर कमांक  | <u>9620</u> |
| रजिस्ट्रीकृत किया गया । |            |                      | passed     |           |             |
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एस.एस.पाल

19/10/2007

उप निबन्धक (द्वितीय ) लखनऊ