

162
72



उत्तर प्रदेश UTTAR PRADESH



Signature of the woman



Signature of the woman



Signature of the man

:: OM ::

Name of the office : Sub-registrar, zone no.3
Kanpur, Nagar.
Date of presentation : 22-11-2007
Date of execution : 22-11-2007
Nature of document : Sale deed
Sale consideration : Rs. 16, 00,000/-
Market value : Rs. 16, 00,000/-

Signature of the woman

Signature of the woman

Signature of the man



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उत्तर प्रदेश UTTAR PRADESH

391769

---2---

Name and address of :
Presenter/vendor

PARVARISHTEX Product
Private Limited, a company
duly incorporated under the
Indian companies act 1956,
having registration no. 20-
19463 of 1996, through its
Managing director **Smt.**
Rekha Jain, wife of Late
Kailash Chand Jain, adult,
Hindu, resident of 1/8,
Navsheel Apartment, 56,
Cantonment, Kanpur as self
and as well as duly
constituted power of
attorney holder of
1) Sri. Ashish Jain,
2) Sri. Vardhman Jain,
3) Smt. Parineeta Jain,

Rekha Jain

Vardhman Jain
Parineeta Jain





उत्तर प्रदेश UTTAR PRADESH

391770

---3---

All sons and daughter of
Late Kailash Chand Jain,
adult, Hindu, resident of 1/8,
Navsheel Apartment, 56,
Cantonment, Kanpur

Name and address of :
Vendees

1) Smt. Aradhana Trivedi,
wife of Sri. Arvind Trivedi,
2) Sri. Arvind Trivedi, son of
Sri. Rameshwar Trivedi,
Both adult, Hindu, residents
of 190, Anandpuri, Kanpur

Details and description of the property

- 1) Place : Anandpuri, Kanpur, Nagar
- 2) Premises no. : 133/60
(Built over plot no. 47)
- 3) Flat/unit no. : F-5 (2nd floor)
- 4) Nature of use : Residential/flat
- 5) No. of floor : 03 (GF + FF + SF)

Kailash Jain

Aradhana
Arvind



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उत्तर प्रदेश UTTAR PRADESH

391771

---4---

- 6) Sold land area : 76.16 Sq. Mt.
(Undivided/proportionate land)
7) Sold cons. area: 107.03 Sq. Mt.
8) Total land area: 595 Sq. Mt.
9) Total cons. area: 836.18 Sq. Mt.
10) Construction : R.C.C. (New cons.)
11) Width of road: 60' Ft. Wide road

Boundaries of flat/unit no. F-5 on second floor

- North : flat/unit no. F-6
South : 60' Ft. wide road
East : Common passage
West : 40' Ft. wide road thereafter park

Boundaries of entire premises no. 47, Anandpuri,

- North : Plot no. 46
South : 60' Ft. wide road
East : Plot no. 30
West : 40' Ft. wide road thereafter park

Note : There are two side roads and park facing the property hereby sold

Signature

Signature
Signature





उत्तर प्रदेश UTTAR PRADESH

C 424582

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Details of stamp duty paid

- 1) Circle rate of land : Rs. 7,000/-
20% Extra on two side road as well as park facing
+ Rs. 1400/- Total Rs. 8400/-
- 2) Circle rate of cons : Rs. 7500/-
- 3) Value of land : Rs. 6,39,744/-
- 4) Value of cons : Rs. 8,02,725/-
- 5) 15% extra : Rs. 1,20,409/-
- 6) Total value : Rs. 15,62,878/-
- 7) Sale consideration : Rs. 16,00,000/-
- 8) Stamp payable : Rs. 1,44,000/-

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Honcharer
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उत्तर प्रदेश UTTAR PRADESH

C 424583

---6---

9) Stamp duty paid : Rs. 1, 44,000/-

Note: Both the purchasers have equal shares in the property i.e. 50% each

:: SALE DEED ::

This Indenture of sale is made and executed at Kanpur.

By

PARVARISHTEX Product Private Limited, a company duly incorporated under the Indian companies act 1956, having registration no. 20-19463 of 1996, through its Managing director **Smt. Rekha Jain**, wife of Late Kailash Chand Jain, adult, Hindu, resident of 1/8,

Rekha Jain

Asacharya
Minister



उत्तर प्रदेश UTTAR PRADESH

C 424584

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Navsheel Apartment, 56, Cantonment, Kanpur as self and as well as duly constituted power of attorney holder of Sri. Ashish Jain, Sri. Vardhman Jain, and Smt. Parineeta Jain, all sons and daughter of Late Kailash Chand Jain, adult, Hindu, resident of 1/8, Navsheel Apartment, 56, Cantonment, Kanpur registered in Book no. 4, Volume 133, on pages 143 to 156, at serial no. 83 dated 21-04-2007 with the office of sub-registrar, Kanpur Nagar; hereinafter referred to as the "vendor"/ first party of the first part, (which expression unless repugnant to the context shall mean

Ashish Jain

Vardhman Jain
Parineeta Jain





उत्तर प्रदेश UTTAR PRADESH

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and include her heirs, directors, partners, attorneys, successors, legal representatives and assignees etc.)

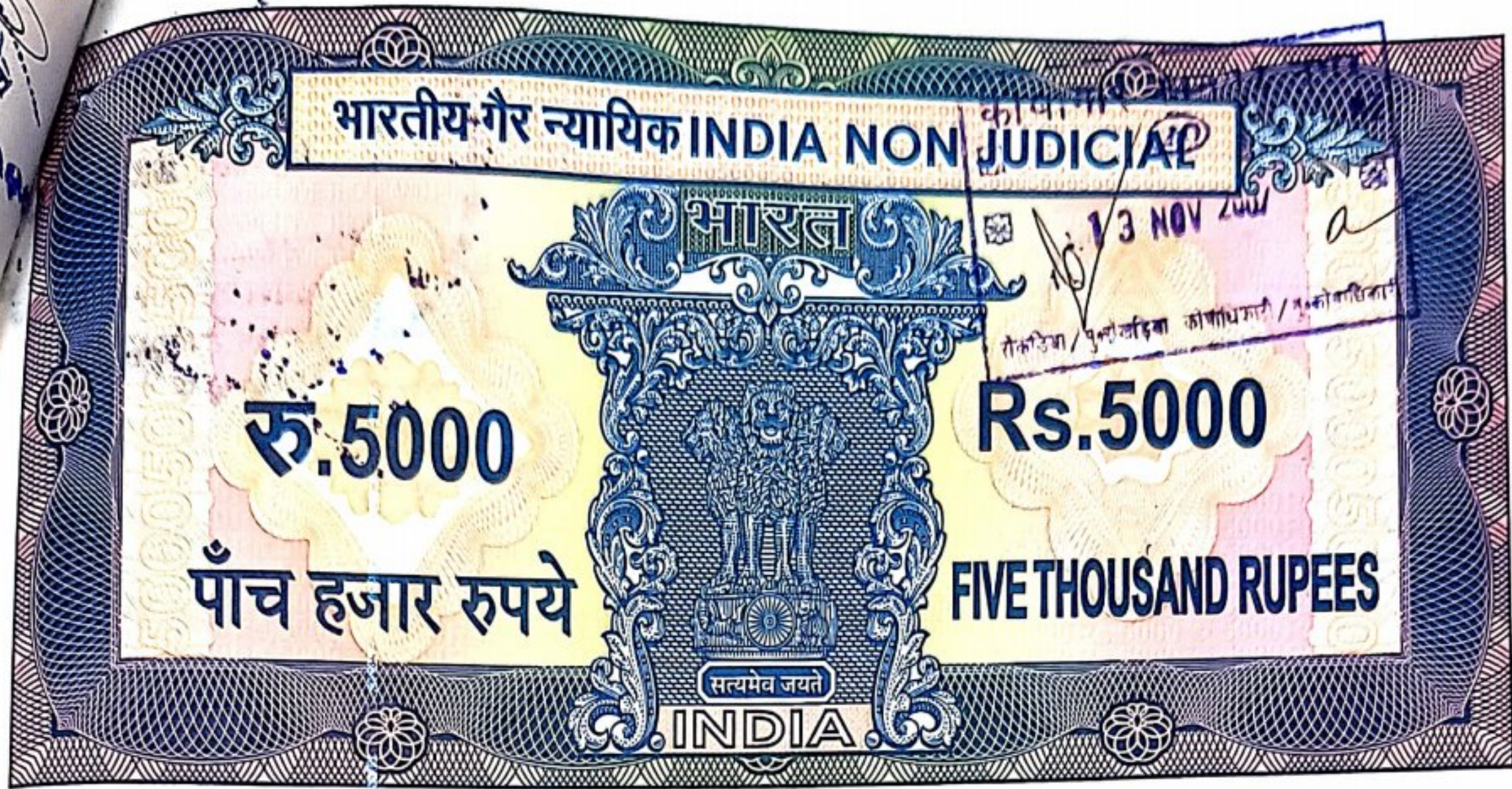
IN FAVOUR OF

- 1) Smt. Aradhana Trivedi, wife of Sri. Arvind Trivedi,
 - 2) Sri. Arvind Trivedi, son of Sri. Rameshwar Trivedi,
- Both adult, Hindu, residents of 190, Anandpuri, Kanpur Nagar; hereinafter referred to as the "vendees"/second party of the second part (which expression unless repugnant to the context shall mean and include their heirs, legal representatives successors and assignees etc.)

Rameshwar

Aradhana
Arvind





उत्तर प्रदेश UTTAR PRADESH

C 424586

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WHEREAS Sri. Kailash Chand Jain and Smt. Rekha Jain had jointly purchased the property bearing premises no. 133/60, built over plot no. 47 admeasuring 595 Sq. Mt. situated at Anandpuri, Kanpur, Nagar by virtue of a sale deed dated 24-09-1988 duly registered in Book no. 1, Volume 4656 on pages 336 to 339 at serial no. 22813, with its duplicate no. 22814 registered on 04-03-1989 with the office of sub-registrar, Kanpur, Nagar from its erstwhile owner Sri. Ramesh Chandra, son of Sri. Trijugi Narain, adult, Hindu, resident of 49/74, Naughara, Kanpur and since then they were

Ramesh Chandra
for Rajar

Ramesh Chandra
for Rajar





उत्तर प्रदेश UTTAR PRADESH

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enjoying their exclusive right as exclusive owner and in proprietary possession over the said property;

AND WHEREAS unfortunately Sri. Kailash Chand Jain expired on 14th June 2006 leaving behind Smt. Rekha Jain, Sri. Ashish Jain, Sri. Vardhman Jain, and Smt. Parineeta Jain, as legal heirs who stepped in the shoes of the deceased and became co-owners of the aforesaid property;

AND WHEREAS PARVARISHTEX Product Private Limited, a company duly incorporated under the Indian Companies act 1956, having registration no.

Rekha Jain

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उत्तर प्रदेश UTTAR PRADESH

C 469232

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20-19463 of 1996, entered into an oral agreement dated 02-02-2006 to construct a multi-storied building over the said land admeasuring 595 Sq. Mt.

AND WHEREAS the aforesaid company is consisted of:-

- 1) Smt. Rekha Jain, (Managing director)
- 2) Sri. Ashish Jain, (Director)
- 3) Sri. Vardhman Jain, (Director)
- 4) Smt. Sonika Jain, (Director)

AND WHEREAS the premises under reference has been constructed according to the bye-laws of

Rekha Jain

Ashish Jain
Sonika Jain



उत्तर प्रदेश UTTAR PRADESH

C 469233

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Kanpur Development Authority and plan was sanctioned vide permit/order no. 2221/451/BHAVAN/06-07 dated 25-07-2006 on the application dated 04-07-2006 for using it as purely residential property and it cannot be used for any commercial activities in future;

AND WHEREAS for better perfection in the title of the property the legal heirs of Late Kailash Chand Jain, namely Sri. Ashish Jain, Sri. Vardhman Jain, Smt. Parineeta Jain had jointly executed a constituted power of attorney dated 21-04-2007 in favour of their real

Ashish Jain

Vardhman Jain
Parineeta Jain



उत्तर प्रदेश UTTAR PRADESH

D 088238

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mother Smt. Rekha Jain, duly registered in Book no. 4, Volume 133, on pages 143 to 156, at serial no. 83 dated 21-04-2007 with the office of sub-registrar, Kanpur Nagar;

AND WHEREAS an emergent meeting of the company was held on 12-10-2007 by the board of directors, unanimously it was resolved that premises situated at Anandpuri, Kanpur Nagar be sold out in the shape of units/flats and the Managing director Smt. Rekha Jain, wife of Late Kailash Chand Jain, adult, Hindu, resident of 1/8, Navsheel Apartment, 56,

with income tax or sale.

Rekha Jain

Anandpur

Anandpur





उत्तर प्रदेश UTTAR PRADESH

D 088239

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Cantonment, Kanpur is duly empowered/authorized to sign this deed on behalf of the company.

AND WHEREAS the property hereby agreed to be sold is free from all types of encumbrances, charges, demands, liens etc. mortgages, defects whether latent and patent and no litigation in respect of the title of the said property is pending in any court of law whether to its original jurisdiction, appellate, revisional or writ jurisdiction and neither the said property is attached with income-tax or sales-tax nor the vendor has been

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Asadhana

Amir

मप वेन्डरों को बिक्री का
19 NOV 2007
ताक्षर...
रमेश चन्द्र सक्सेना
सहायक रोकड़िया



उत्तर प्रदेश UTTAR PRADESH

D 088240

---15---

restrained by any court of law from selling/transferring the said property in whole or part.

AND WHEREAS vendor company is in construction business and the property under reference is in shape of various units/flats and the object of the vendor company is to yield more profits therefore Smt. Rekha Jain in her various capacities has decided to sell / dispose off the said property in the shape of flats/units and made negotiations with various persons and ultimately the vendees had proposed to purchase the aforesaid property for a total sale consideration of

Rekha Jain

Asachman:

Aming

Aming





उत्तर प्रदेश UTTAR PRADESH

D 088241

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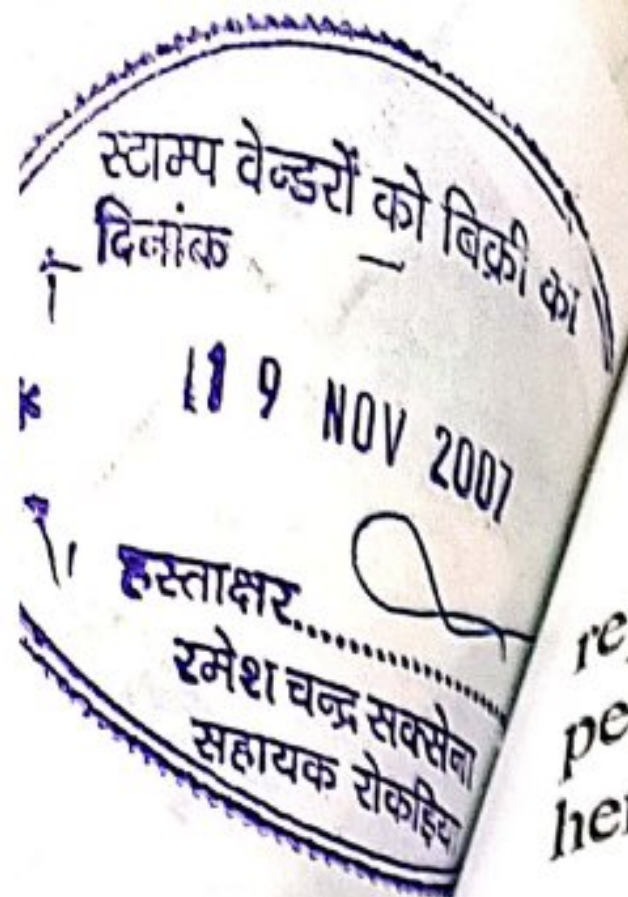
Rupees 16,00,000/- which is the most reasonable and fair market price of the said property and none other has proposed the said price so proposed by the vendees, as such the vendor had accepted the offer of the vendees for total sale consideration of Rupees 16,00,000/- and all other terms and conditions of the sale have been settled between the parties, the vendor has legal valid and subsisting right to transfer the said property and now there is no impediment to transfer the same.

Subhrajais

Asachaner

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AND WHEREAS the state of U.P. has already repealed the U.P. Urban Land ceiling act and no permission from the income tax department is required hence this deed of sale.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in consideration of Rupees 16, 00,000/- (Rs. Sixteen Lac only) paid by the vendees to the vendor as detailed at the foot of the deed and in consideration thereof the vendor hereby transfer, alienate, convey and sell her aforesaid property along with all rights, privileges attached thereto more particularly detailed in the introductory part of sale deed and also shown in the map attached hereto to the vendees and TO HAVE and TO HOLD the same to the vendees for ever as sole and absolute owner/s thereof, free from all sorts of encumbrances, charges, liens, defects whether latent and patent and without reserving any right over it by delivering actual physical possession thereof.
2. That this deed of sale is made as per provisions of section 55 of The Transfer of property Act 1882 and the vendor & vendees are subject to the liability and rights embodied under the act.
3. That the demised property hereby sold and transferred shall be quietly entered into upon and held and enjoyed and profit received therefore by the vendees as absolute owner/s without any interruption or disturbance by the vendor or any person claiming through or under it and without

Ramajain Arachman
Arachman



any lawful disturbance or interruption by any other person whatsoever.

4. That the vendor has transferred and delivered the actual physical possession of the demised property hereby sold to the vendees as absolute owner/s thereof and now the vendor and / or her heirs, successors, legal representative's etc. shall have no concern, right, title or interest over it.
5. That all rights, title and interest of the vendor now vest in the vendees hereto and the vendor or any person claiming under it will not have any right title or interest therein.
6. That the vendor, her heirs, successors and legal representatives will upon the request and cost of the vendees do and execute and cause to be done and execute all such acts, deeds and things necessary for more perfectly assuring the demised property and every part thereof UNTO and TO the vendees as absolute owner/s thereof and placing him/her/them in possession of the same as true and absolute owner/s thereof according to the true intent and meaning of these presents at the cost and expenses of the vendees.
7. That the vendees shall have right to get her/his/their name mutated in the records of Kanpur Nagar Nigam / Kanpur Jal Sans-than or any other government records and also obtain/transfer electric connection, telephone connection in his/her/their name and if for the said purposes any documentary or oral evidence or consent of the vendor shall ever be required, the

for the vendor

for the vendees

vendor shall be ready to give such consent and this deed itself shall ever be construed as due consent of the vendor.

8. That the vendor does hereby agree and declare to indemnify the vendees, his/her/their successors, heirs and legal representative from and against all losses, cost damages, which he/she/they might have to sustain or incur by reason of any claim or demand made by any person or authority who-so-ever, in the demised property hereby sold/transfer or due to any defect in the title of the vendor in the demised property or any part thereof.
9. That the vendor further declares and assures that the demised property hereby sold and transferred is free from all sort of encumbrances, charges, liens, claims or demands whatsoever and the vendor or any person claiming under it has not done any thing whereby the demised property or any part thereof may be, or is subject to any attachment or auction in any proceedings or decree of any court or any authority the vendor has not mortgaged its aforesaid property with any Institution, person or body whatsoever nor the demised property is attached in any proceedings of the department of Income-Tax or Trade/Sales-Tax or any where else. The vendor had also not been restrained by any court or authority from transferring or selling the aforesaid property. The vendor being the absolute owner is fully competent to transfer and sell the same in favour of the vendees hereto.

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Amerkhaner

Amir

That the vendor does hereby declares that all dues, rent, charges and taxes etc. in respect of the demised property hereby sold are paid up to the date of this sale deed and hence forth the vendees shall be liable to pay all charges, taxes to the concerned departments as absolute owner/s thereof.

11. That the vendor shall have right to use the top floor for raising additional / further construction in accordance with the local bye-laws and under a sanctioned plan of Kanpur Development Authority and the occupier of the additional construction and / or of the other floors and portions/units shall also have right to enjoy all the common facilities, spaces including staircase etc. of all the floors along with vendees, but shall not be entitled to use the top roof in any way.
12. The all expenses of stamp duty, registration charges and other incidental expenses are being borne by the vendees.
13. That the terrace of the building and the space above the building shall always be the property of the vendor and the vendor shall also be entitled to use the same upper space for any purpose including the installation of antenna, new construction which may be raised in future.
14. That the vendees will have right to make suitable alterations, addition and renovations in the property hereby purchased by this deed of sale in such manner at her/his/their own costs and expenses without causing any injury and damage to the remaining building or any part thereof.

Lekhraj

Arachames.



The vendees shall put / install / exhibit their neon signboard / metal board in front of the flat/unit at her/his/their own costs and expenses.

15. That the vendees shall not throw or accumulate any dirt, rubbish or other refuse in the compound, lobby and staircase or on the common passage of the premises nor shall cause any hindrance therein.
16. That it has been agreed by the vendees that he/she/they shall pay all the proportionate taxes or other charges which may be imposed by the Kanpur Nagar Nigam, Kanpur Jal Sans than or by the government or semi government or local authority or by any other public authority with respect to the said unit. However the vendees will be bound to be the member of the association / society, so long as the portion purchased by the vendees is not separately assessed by Kanpur Nagar Nigam, vendees shall pay proportionate house tax etc. to the said society/association. The vendees undertake to get his/her/their portion assessed from Kanpur Nagar Nigam at the earliest so that assessed amount may be reduced from total assessment made by Kanpur Nagar Nigam. The vendees had further agreed to bear all the expenses proportionately for maintenance, upkeep and smooth running of common spaces and facilities to the society/association. The vendees will allow the person authorized by the society/association to inspect the unit for maintenance.
17. That the vendees had agreed not to cause any nuisance while enjoying the property under sale which may cause any interference in the use and

Devi Rajin

Doadhana
Amir

- etc. and also that the portion of the property under sale shall not be used for illegal purposes or for carrying on any unlawful activities.
18. That the vendees will have right to sell/dispose off, mortgage, gift etc. of the said unit but the same shall be reported to the said society/association.
 19. That the vendees shall not at any time demolish or cause to be demolished or cause to be damaged the property under sale. The vendees shall not encroach or permit to be, encroached the common space, balcony or passage etc., however the vendees will have right to make necessary alterations and additions in their portion. The vendees in this process will not cause any damage to the existing building or any part thereof such as beams, pillars etc.
 20. That the vendees has inspected the original title deeds along with other relevant papers in respect of the title of the property hereby sold and transferred to the vendees and after being fully satisfied has purchased the said flat/unit. The vendor assures the vendees that if in future said documents are required she will be ready to produce before the authority for inspection.
 21. That the vendees had inspected and fully satisfied herself/himself/themselves with the quality of construction, fittings, fixtures etc. used in the premises under reference.
 22. That one open car parking space has been allotted to the vendees on the ground floor of the premises.

Perchajari

Anadhama
Shim

23. That one solar water heating system is also been provided for the beneficial use and enjoyment of the vendees.
24. That the name and style of entire premises is and shall always be (AARJAV) and it cannot be changed or modified in any manner whatsoever.

SCHEDULE-A

The common areas mentioned in this sale deed shall mean.

1. The foundation, columns, girders, beams, supports, main walls, corridors, lobbies, stair-cases, stair-ways and entrance to and exits from the building intended for common use.
2. Common lobby.
3. Common area lighting and wiring.
4. Passage and common road.

SCHEDULE-B

Common facilities/utilities referred to the sale deed will mean.

1. Tube-well with motor lifting pumps.
2. Water supply pipe and others.
3. Overhead water storage tank.
4. Sewerage line and drainage pipe lines.
5. Common passage.
6. Drainage system.
7. Main structure and particular thereof, drainage system, rain water discharge arrangement and arrangement for supply of electricity to all common areas described above.

AARJAV

AARJAV

AARJAV



8. Cleaning and lighting of the entrance of the apartment, the passage and space around the apartment, lobbies, corridors, staircase etc.
9. Cost of decoration of the exterior of the apartment.
10. Salary and wages of accountant, liftmen, plumber, electrician, guards, servants and sweeper etc. which may be considered necessary for maintenance and protection of the said apartment.
11. Working maintenance, running and replacement of lift, transformer, water-lifting pumps, common lights and generator.
12. To meet the cost and expenses of formation of a limited company or society/association of all the owners including fees of lawyers and charges for registration for the purpose of upkeep and maintenance and running of the apartment as indicated above.
13. Such other expenses which are necessary or incidental to the maintenance and upkeep of the premises and the common area facilities and amenities.
14. Solar water heating system.
15. Fire fighting system

Details of payment of Sale consideration

Rs. 13, 60,000/- vide pay order no. "001975"

Dated 17-11-2007 Issued by HDFC Bank Ltd. Kanpur

Rs. 2, 40,000/- vide cheque no. "768836"

Dated 22-11-2007 Drawn on ICICI Bank Ltd. Kanpur

Total Rs. 16, 00,000/- paid by the vendees


Leelrajais

Asachama


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As per the unen-

A.

निष्पादन लेखपत्र वाद सनने व समझने मज्जुन व प्राप्त धनराशि रु. प्रलेखानुसार उक्त
विक्रेता
श्री/श्रीमती रेखा जैन 
पुत्र/पत्नी श्री कैलाश चन्द्र जैन
पेशा
निवासी 56 कैन्ट कानपुर नगर

क्रेता
श्री/श्रीमती
पुत्र/पत्नी
पेशा



क्रेता
श्री/श्रीमती आराधना त्रिवेदी
पुत्र/पत्नी श्री अरविन्द त्रिवेदी
पेशा
निवासी 190 आनन्दपुरी कानपुर नगर

श्री/श्रीमती अरविन्द त्रिवेदी
पुत्र/पत्नी श्री रामेश्वर त्रिवेदी
पेशा
निवासी 190 आनन्द पुरी का नपुर नगर

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री शिव गोपाल अवस्थी
पुत्र श्री आर०डी० अवस्थी
पेशा

निवासी 124/ई/53 गोविन्द नगर कानपुर नगर
श्री मयंक गोयल एडवोकेट
श्री

Chad 42

भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

आनन्द श्रीवास्तव {प्रभारी}
उप निबन्धक तृतीय
कानपुर नगर
22/11/2007

Left hand impression of vendor (Smt. Rekha Jain)

Thumb Index Middle Ring Little



Right hand impression of vendor (Smt. Rekha Jain)

Thumb Index Middle Ring Little



Left hand impression of vendee (Smt. Ardhana Trivedi)

Thumb Index Middle Ring Little



Right hand impression of vendee (Smt. Ardhana Trivedi)

Thumb Index Middle Ring Little



Left hand impression of vendee (Sri. Arvind Trivedi)

Thumb Index Middle Ring Little



Right hand impression of vendee (Sri. Arvind Trivedi)

Thumb Index Middle Ring Little



Rekha Jain

Ardhana

Arvind

at no F-5, 2nd Floor
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Left hand impression of vendor (Smt. Rekha Jain)
Thumb Index Middle Ring Little

Right hand impression of vendor (Smt. Rekha Jain)
Thumb 1 Index Middle Ring Little

Registration No 9431
0101 रेखा जैन
कैलाश चन्द्र जैन
56 कैन्ट कानपुर नगर

विक्रेता
Year : 2007

Book No. 1



Right hand impression of vendor (Smt. Rekha Jain)
Thumb Index Middle Ring Little

Left hand impression of vendor (Smt. Rekha Jain)
Thumb Index Middle Ring Little

Right hand impression of vendor (Smt. Rekha Jain)
Thumb Index Middle Ring Little



IN WITNESS WHEREOF the parties hereto have put their respective signature on this indenture of sale by their free will in sound mind, health without undue influence, pressure or coercion in the presence of witnesses on the day, month and year first above written.

Peshajain

Vendor

Witnesses:-

- 1) Sunder Lal Goel Advocate
124/E/53 Ground Floor
Kanpur
- 2) Mayank Goel

MAYANK GOEL
Reg. No. 5187/04 Advocate
Civil Court, Kanpur
Mob. 9415051909

Vendees

Shachana Anand

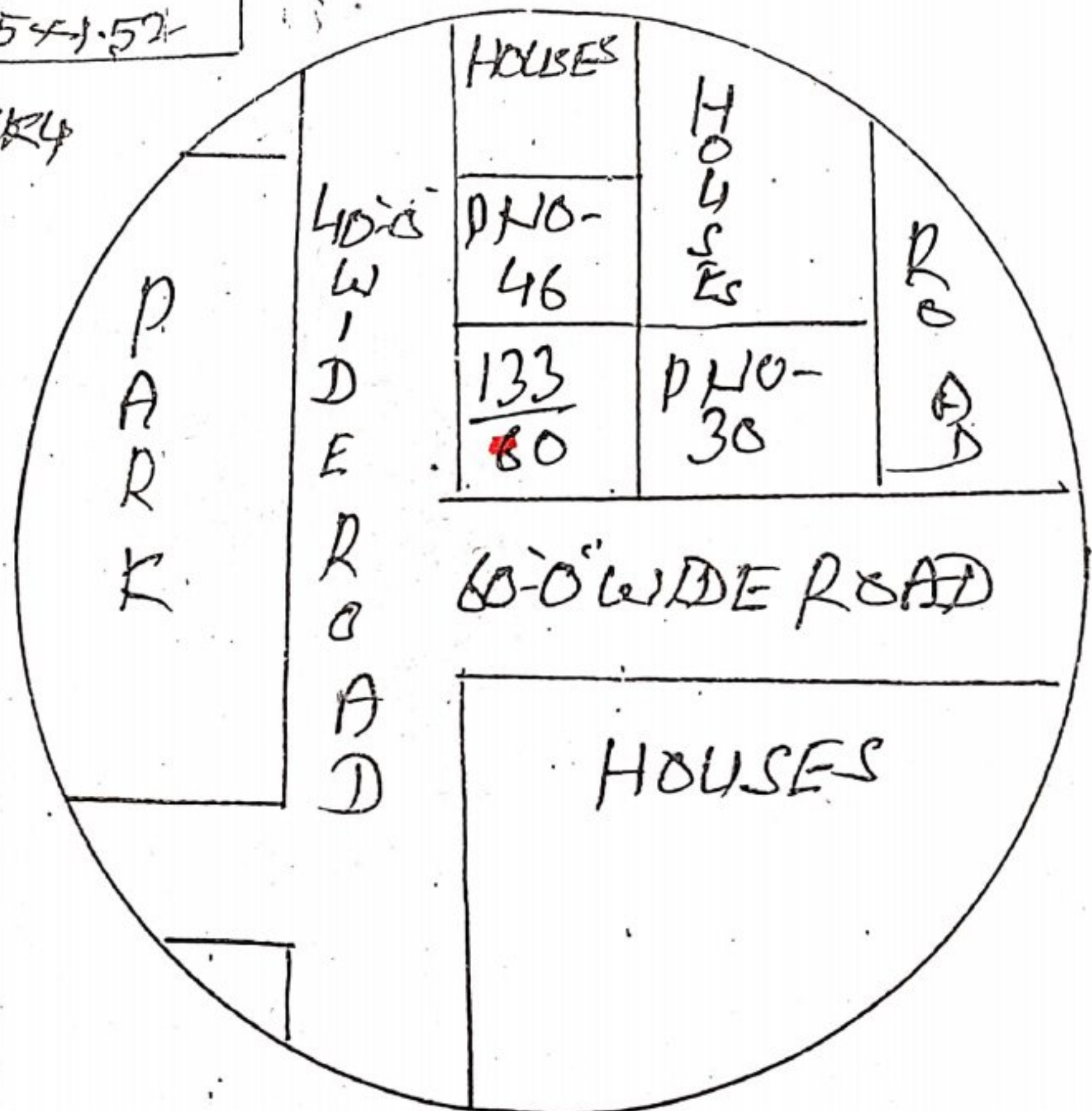
Drafted by me and typed in my office

Sunder Lal Goel
Reg. No. 3204/1962 Advocate
Civil Court, Kanpur
Mob. 9415051909

(Sunder Lal Goel)
Advocate

EXISTING BUILDING PLAN OF FLAT-NO-5.
 ON 1ST FLOOR IN PREMISES NO-133/44.
 AT ANAND PURI KANPUR NAGAR
 AREA OF FLAT - 107.03 SQM

(2)



आज दिनांक 22/11/2007 को
वही सं 1 जिल्द सं 8061
पृष्ठ सं 37 से 92 पर क्रमांक 9431
रजिस्ट्रीकृत किया गया ।

आनन्द श्रीवास्तव{प्रभारी}
उप निबन्धक तृतीय
कानपुर नगर
22/11/2007

