









A 529826

THE SUB-REGISTRAR, ZONE-III, KANPUR NAGAR

Date of Presentation

: 11/02/2010

Date of Execution

: 11/02/2010

Name of Presenter

: Smt. Manju Devi Agarwal, adult,

Wife of Late Suresh Chandra Agarwal

Resident of 133/O/208, Anandpuri,

Kanpur Nagar.

Nature of Document

: Sale Deed

whed Bym. Sale Consideration

: Rs. 37, 50, 000/-

Market Value As per

Circle rate.

: Rs. 60, 91, 075/-

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उत्तर प्रदेश UTT



Name of Vendors

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- : 1) Smt. Manju Devi Agarwal, adult, wife of Late Suresh Chandra Agarwal PAN No. AQXPA7103R
 - Sri Adesh Agarwal, adult,
 PAN No. AQWPA3692E
- 3) **Sri Rajesh Agarwal**, adult,

 <u>PAN No. AFUPA6735P</u>

 Both son of Late Suresh Chandra

 Agarwal all resident of 133/O/208,

 Anandpuri, Kanpur Nagar.

Name of Vendees

 Mr. Arvind Kumar Trivedi, adult, PAN No. AEYPT8821L

S/o Sri Rameshwar Trivedi

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2) Mrs. Aradhana Trivedi, adult,

PAN No. AIPPT9261K

W/o Mr. Arvind Kumar Trivedi Of M/s Arvind Logistics at 133/60, Flat No. 5, Plot No. 47 Anandpuri, Kanpur Nagar.

Description of Property:-

1. Place

: Anandpuri, Kanpur Nagar.

2. Private Plot Number

: House No. 133/O/208 built over

Plot No. 208

3. Area of House

: 272.22 Sq. yards equal to 227.60 Sq..

Meters

4. Type of Property

: Residential House

5. Covered Area

: 314.95 Sq. Meters

6. Nature of use

Residential House

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7. Width of Road

: 25 Feet wide Road

8. Boundaries of House No. 133/O/208, Aanandpuri, Kanpur Nagar built over Plot No. 208

NORTH BY

: 25 Feet wide Public Road

SOUTH BY

: Plot No. 205

EAST BY

: Plot No. 207

WEST BY

: Plot No. 209

House/Plot/Agriculture

: House

<u>©ETAILS OF STAMP DUTY:-</u>

Circle rate of Land

: Rs. 15, 000/- per Sq. Meter

Fixed by D.M.

2. Value of Land

: Rs.34, 14, 000/-

3. Rate of Constriction

: Rs. 8, 500/- per Sq. Meter

4. Value of Construction

: Rs.26, 77, 075/-

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5. Total Value of Land & : Rs. 60, 91, 075/-Constructions

6. Stamp Duty Payable

: Rs. 4, 26, 440/-

Stamp Duty Paid at the

: Rs. 95, 000/-

time of Agreement

8. Stamp Duty Payable after : 3, 31, 440/-

Adjustment

Total Stamp Duty paid

: 3, 31, 600/-

After Adjustment

SALE DEED

THIS DEED OF SALE IS MADE AND EXECUTE AT KANPUR NAGAR

- 1) Smt. Manju Devi Agarwal, adult, wife of Late Suresh Chandra Agarwal
- 2) Sri Adesh Agarwal, adult,

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3) Sri Rajesh Agarwal, adult, both son of Late Suresh Chandra Agarwal all resident of 133/O/208, Anandpuri, Kanpur Nagar, Kanpur Nagar, (hereinafter referred to as the "VENDORS" party of the First Part; (which expression shall mean and include its successors, representatives, attorneys, successors-ininterest and assignees);

IN FAVOUR OF

2) Mrs. Arvind Kumar Trivedi, adult, son of Sri Rameshwar Trivedi
2) Mrs. Aradhana Trivedi, adult, wife of Mr. Arvind Kumar Trivedi
of M/s Arvind Logistics at 133/60, Plot No. 47, Flat No. 5,
Anandpuri, Kanpur Nagar, (hereinafter referred to as the
"VENDEES" party of the First Part; (which expression shall mean
and include its successors, representatives, attorneys, successorsin-interest and assignees);

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WHEREAS State Bank of India Supervising Staff Co-operative Housing Society Limited had acquired land in shape of 92 (Ninety Two) Plots, Total Admeasuring 24605. 33 Sq. yards by means of a Sale Deed dated 19th June, 1973 duly registered in the office of Sub-Registrar of Assurance at Kanpur Nagar in Book No. I, Volume No. 2929 on Pages No. 302 to 310 at Serial No. 2692 with its duplicate No. 2693 and 2694, dated 15.10.1973 from its erstwhile owner Swadeshi Cotton Mills Company Limited at Juhi Kalan, Lanpur (now known as Anandpuri) Kanpur Nagar, known as (ANANDPURI HOUSING SCHEME for the use by its members. Sri Suresh Chandra Agarwal was one of the members of State Bank of India Supervising Staff Co-operative Housing Society Limited.

ANDWHEREAS State Bank of India Supervising Staff Cooperative Housing Society Limited after purchased the aforesaid plot of land, prepared its Lay-out plan and carved out various small



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plots which as duly approved by the Competent Authority for aising Residential houses by the members of the Society.

ANDWHEREAS under Rules, relating to the disposal of the Building sites in Anandpuri Housing Scheme, the Society had greed to demise Mr. Suresh Chandra Agarwal of the Plot of Land, numbered as Plot No. 208, hereinafter described in the manner appearing and Mr. Suresh Chandra Agarwal had agreed to accept the sail demised plot of land.

ANDWHEREAS by virtue of Resolution passed by the State Eank of India Supervising Staff Co-operative Housing Society Limited, the Society had duly allotted Plot no. 208 admeasuring 227.60 Sq. Meters land in the said Housing Scheme to Suresh Chandra Agarwal vide an allotment order earlier for consideration of Rs. 35, 000/-.



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ANDWHEREAS the said Mr. Suresh Chandra Agarwal passed away on 16.01.2003 leaving behind his wife Smt. Manju Devi Agarwal, his daughter Smt. Rekha Agarwal, Smt. Poonam Agarwal, Smt. Mamta Agarwal and his sons Adesh Agarwal & Rajesh Agarwal as legal heirs/successors and representatives of the deceased Mr. Suresh Chandra Agarwal, as such on the request of Smt. Manju Devi Agarwal the Society had mutated her name in place of Late husband as Member of the said Society and the Society has agreed to execute the Lease Deed in her favour and erms of the lease have been settled between the parties and now there is no impediment to transfer the said lease hold plot in favour of the lessee Smt. Manju Devi Agarwal.



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ANDWHEREAS Smt. Rekha Agarwal, Smt. Poonam Agarwal, Smt. Mamta Agarwal, consented that they have no objection if their shares in the aforesaid property transferred their mother Smt. Manju Devi Agarwal vide Affidavit dated 20.03.2003.

ANDWHEREAS the Lessor State Bank of India Supervising Staff Co-operative Housing Society Limited executed lease deed for the term of 99 years of Plot No. 208, admeasuring 227.60 Sq. Meters Situated at Juhi Kalan (now known as Anandpuri), Kanpur lagar in favour of Smt. Manju Agarwal W/o Late Suresh Chandra Agarwal on 31.03.2003 duly registered in the office of Sub-Registrar, Zone-III, Kanpur Nagar in Book No. I, Volume No. 4454 on Pages No. 193 to 214 at Serial No. 9012, dated 31.03.2003.

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ANDWHEREAS Smt. Manju Agarwal W/o Late Suresh Chandra Agarwal, after sanctioning map of the property, construct a house over the aforesaid plot and got a new municipal number i.e. House No. 133/O/208, Anandpuri, Kanpur Nagar and mutated her name along with her sons namely Sri Adesh Agarwal & Sri Rajesh Agarwal both S/o Late Suresh Chandra Agarwal in the records of Kanpur Nagar Nigam. Thus now the above named all three persons became title holders of the above property.

ANDWHEREAS the Vendors are having absolute and equal rights of the property House No. 133/0/208, Anandpuri, Kanpur Nagar built over Plot No. 208, admeasuring 227.60 Sq. Meters situated at Anandpuri Housing Scheme, Kanpur Nagar free from all encumbrances, charges, lien, claims, demands and/or lispendens. There being no litigation regarding title of the vendor pending in

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any court of law and the vendor has got absolute power to sell and transfer the said flat alongwith the undivided share in the land.

ANDWHEREAS the Vendors are in need of funds and they do not want to retain their aforesaid property any more, therefore, after due consultation from his kith and kins, made negotiations for the sale of aforesaid property and on their representation that the aloresaid property is free from all encumbrances, Vendees agreed to purchase the aforesaid property at or for a sale consideration of Rs. 37, 50, 000/-only (Rupees Thirty Seven Lacs Fifty Thousand Only), the said offer of the vendees is most reasonable, considering the market and location and the same is accepted by the Vendors. Since some time is required to the parties for the execution of Sale Deed, therefore, the parties hereto deem it fit and proper to reduce the terms and condition in writing.

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ANDWHEREAS Vendors Smt. Manju Devi Agarwal wife of ate Suresh Chandra Agarwal, Sri Adesh Agarwal & Sri Rajesh Agarwal both son of Late Suresh Chandra Agarwal executed a Registered Agreement to Sale of the aforesaid property in favour of he Vendees vide Agreement to Sale dated 10.12.2009 which was duly registered in Book No. I, Volume No. 9844 on Pages No. 119 to 148 at Serial No. 1209, dated 10/12/2009 in the office of Sub-Registrar, Kanpur Nagar.

ANDWHEREAS since vendee jointly purchasing the property hence both after registration of this indenture both vendee have 50% - 50% ownership over the property in question.

NOW THIS DEED OF SALE WITHNESSETH AS FOLLOWS:

1. That in Consideration of the sum of Rs. 37,50,000/- (Rupees Thirty Seven Lac Fifty Thousand Only) paid by the Vendees/Purchasers to the Vendors/Sellers as per details



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given at the foot of this deed receipt where of the vendors/Sellers do hereby admit and acknowledge, the Vendors/Sellers hereby convey, transfer and sell to Vendees/Purchasers House No. 133/O/208, Anandpuri, Kanpur Nagar built over Plot No. 208, admeasuring 227.60 Sq. Meters situated at Anandpuri Housing Scheme, Kanpur Nagar in the shape of open land detailed and bounded at the foot of this deed with all easements and appurtenances available to the Vendors/Sellers.

- To HAVE and TO HOLD the same UNTO the Vendees/Purchasers is absolute owner of the property free from all encumbrance.
- 3. That the Vendors/Sellers hereby covenant with the Vendees/Purchasers may at all times here in after possess

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and enjoy the said property hereby sold and conveyed to him without any obstruction or hindrance from the side of the Vendors/Sellers or any person claiming under or through him or anybody else.

4. That the Vendors/Sellers is not in any manner prohibited by any court of law or revenue or other authorities from selling or transferring the said property nor it is under any scheme of acquisition. The property is free from all encumbrances, lien and charges and the Vendors/Sellers have full right to sell and transfer the same. The Vendors/Sellers alone is the owner of the property hereby sold and there is no one else to claim any right, title or interest in the demised property. In case anything contrary to above is found the Vendors/Sellers hereby undertakes to keep the Vendees/

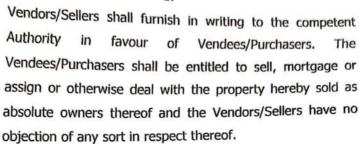
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Purchasers duly indemnified against all losses etc. suffered or incurred by him. Any liabilities or dues of any department like K E S C O, Jal Sansthan, Jal Nigam etc. or any other department/authorities prior to the date of this deed shall be the sole responsibility of the Vendors/Sellers to pay, with which Vendees/Purchasers have nothing to do nor does he be responsible in any manner what so ever.

5. That the Vendors/Sellers have handed over vacant and peaceful possession of the said property to Vendees/Purchasers and the Vendees/Purchasers is now the full and absolute owner of the same with all rights and title in respect thereof. The Vendees/Purchasers is authorized and empowered to get his name mutated in the relevant records of Municipal Authorities and other records as owner of the said property at his own expenses. If required the

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That the stamp duty, registration charges and all other expenses and contingencies about the sale deed is borne and paid by the Vendees/Purchasers only.

IN WITNESS WHEREOF the parties to this agreement to sale have put their respective signatures in the presence of witnesses on this Indenture of Lease of their own free-will, in sound mind without any coercion or undue pressure on the day, month and year first above written.

<u>DESCRIPTION AND BOUNDARIES OF HOUSE NO. 133/O/208</u>

<u>BUILT OVER PLOT NO. 208 admeasuring 227.60 Sq. Meters</u>

<u>Situated at Anandpuri, Kanpur bounded as under:-</u>

NORTH BY : 25 Feet wide Public Road

SOUTH BY : Plot No. 205

EAST BY: Plot No. 207

WEST BY: Plot No. 209

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DETAILS OF TOTAL SALE CONSIDERSATION OF RS. 37, 50, 000/-(RUPEES THIRTY SEVEN LAC FIFTY THOUSAND ONLY) PAID BY VENDEES TO THE VENDORS.

- 1. Rs. 2, 50, 000/- through Cheque No. 473589 in favour of Vendor No.1
- 2. Rs. 2, 50, 000/- through Cheque No. 473590 in favour of Vendor No. 2
- 3. Rs. 2, 50, 000/- through Cheque No. 615914 in favour of Vendor No. 3, All aforesaid Cheque's dated 10.12.2009, drawn on Bank of India Branch Transport Nagar Kanpur Nagar.
- 4. Rs. 10, 00, 000/- through Cheque in favour of Vendor No. 1 vide Cheque No. 036518 drawn on HDFC Bank at 25 Ashok Marg, Hazratganj, Lucknow, dated 09.02.2010.
- 5. Rs. 10, 00, 000/- through Cheque in favour of Vendor No. 2 vide Cheque No. 036516 drawn on HDFC Bank at 25 Ashok Marg, Hazratgani, Lucknow, dated 09.02.2010
- 6. Rs. 10, 00, 000/- through Cheque in favour of Vendor No. 3 vide Cheque No. 036517 drawn on HDFC Bank at 25 Ashok Marg, Hazratganj, Lucknow, dated 09.02.2010.

Rs. 37, 50, 000/- (RUPEES THIRTY LAC FIFTY THOUSAND ONLY)

Thus the entire sale consideration is paid and now nothing remain balance due to receive or to pay towards the sale consideration.

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विक्रेता

Registration No

1036

Year:

2010

Book No.

मंजू देवी अग्रवाल 0101

सुरेश चन्द्र अग्रवाल

133/ओ/208 आनन्दपुरी कानपुर





0102 आदेश अग्रवाल

सुरेश चन्द्र अग्रवाल 133/ओ/208 आनन्दपुरी कानपुर





0103 राजेश अग्रवाल

सुरेश चन्द्र अग्रवाल 133/ओ/208 आनन्दपुरी कानपुर







-19-LEFT & RIGHT PALM'S FINGER IMPRESSION OF Smt. Manju Devi Agarwal (Vendor No. 1) LTTLE THUMB **INDEX** MIDDLE **RING** LTTLE RING **MIDDLE INDEX** THUMB LEFT & RIGHT PALM'S FINGER IMPRESSION OF Sri Adesh Agarwal (Vendor No.2) LITTLE RING MIDDLE **INDEX** THUMB LTTLE RING **MIDDLE** INDEX THUMB LEFT & RIGHT PALM'S FINGER IMPRESSION OF Sri Rajesh Agarwa (Vendor No. 3) LITTLE MIDDLE RING THUMB

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री अजय प्रकाश मिश्रा अपय जिस पुत्र श्री राम बली मिश्रा

पेशा

निवासी 128/54 ए जी यशोदा नगर कानपुर

श्री प्रशान्त जौहरी

पुत्र श्री महेश चन्द्र जौहरी

पेशा

निवासी 602 शिवरतन स्टेट कानपुर ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

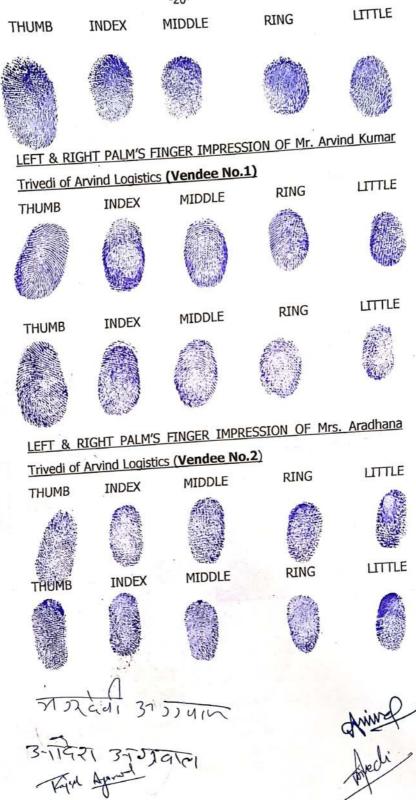




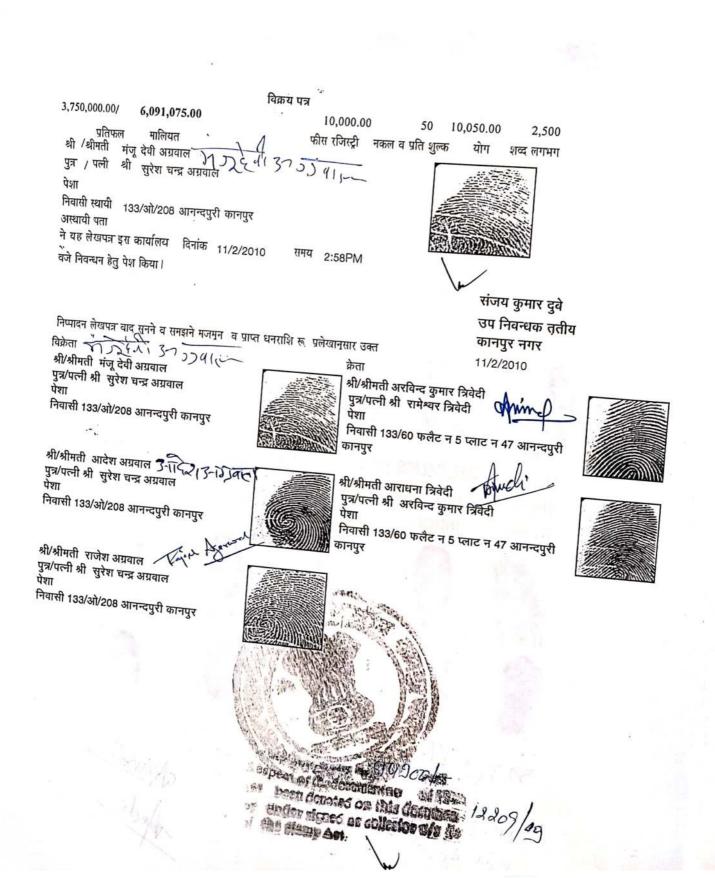
संजय कुमार दुबे उप निबन्धक तृतीय कानपुर नगर 11/2/2010



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IN WITHNESS WHERE OF the parties hereto have set and subscribed their respective hands on the day, month and the year first above mentioned.

Witnesses:-

1. क्राणपिकशे अजय ज्याश भित्रा ४० श्री राम बती भित्रा २० १२८/५५, ७ लाक - भी भू श्री वा भार, कानपुर नगर 7-11-27 3-12/9/01 7-11-27 3-12/9/01

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2. Hoham

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SHEST CITY SHEET R/0

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CONTYC

VENDEES/PURCHASERS

Drafted by me typed & printed in my office

(Shiva Kant Dixit) Advocate



क्रेता

Registration No.

1036

अरविन्द कुमार त्रिवेदी 0201

रामेश्वर त्रिवेदी

133/60 फलैट न 5 प्लाट न 47 आनन्दपुरी कानपुर

0202 आराधना त्रिवेदी

अरविन्द कुमार त्रिवेदी

133/60 फलैट न 5 प्लाट न 47 आनन्दपुरी कानपुर

Year:

2010

Book No.













SITE PLAN OF PLOT NO 208 SITUATED AT ANANDPURI KANPUR

TOTAL AREA OF PLOT = 227.61 SQM = 133.39 SQM COVD AREA OF G FLOOR COVD AREA OF FIRST FLOOR = 133.39 SQM COVD AREA OF TOP FLOOR = 48.17 SQM ≈ 314.95 SQM TOTAL COVD AREA











ROUTE CHART

SIGN. OF SELLER

SIGN. OF PURCHASER

Er. Tahzeerbur Rahman Civil Engineer Ch. 71, Sharabud Adhivakta Bhawan Court Kanpur Nagar, M. 923615261

आज दिनांक <u>11/02/2010</u> को बही सं <u>1</u> जिल्द सं 9980

पृष्ठ सं. <u>235</u> से <u>280</u> पर कमांक <u>1036</u>

रजिस्ट्रीकृत किया गया ।

संजय कुमार दुबे उप निबन्धक तृतीय कानपुर नगर 11/2/2010

Margal 14/9/12

