(4) 22

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000

पच्चीस हजार रुपये

RS. 25000

TWENTY FIVE THOUSAND RUPEES

INDIA

उत्तर प्रदेश UTTAR PRADESH

B 418918

1. OFFICE NAME : SUB REGISTRAR, ZONE-II, KANPUR NAGAR

2 DATE OF PRESENTATION : 30 JUNE 2011

3. DATE OF EXECUTION : 30 JUNE 2011

4. NATURE OF DOCUMENT : SALE DEED

For RKA Shelters (I) Pvt. Ltd.

Authorised Signatory/Director

उत्तर प्रदेश UTTAR PRADESH

D 418917

5. SALE CONSIDERATION : Rs.25,00,000/-

6. MARKET VALUE : Rs. 1,70,55,000/-

7. NUMBER OF VENDOR : ONE

8. NUMBER OF VENDEE : ONE

9. NAME AND ADDRESS OF VENDOR:

Shri Arjun Deo Kehr, S/O. Late Vasudeo Kehr previously resident of R/o C-1/317 Indra Nagar, Kanpur Nagar, presently R/o. 1/221, Gomti Nagar, Lucknow, through his regd. power of attorney holder Shri Bhanu Kehr, Adult S/o. Shri Arjun Deo Kehr, R/o. 1/221, Viram Khand, Gomti Nagar, Lucknow.

Bhanu Kehr

For M/s Vinod Kumar Gupta & Co.

Authorised Signatory

उत्तर प्रदेश UTTAR PRADESH

B 418916

10. NAME AND ADDRESS OF CONSENTING PARTY:

Krishna Deo Kehr, S/o. Late Shri Vasudeo Kehr R/o. 195, Ground floor, Greater Kailash, Part II, New Delhi, through his regd. power of attorney holder Shri Bhanu Kehr, Adult S/o. Shri Arjun Deo Kehr, presently R/o. 1/221 Viram Khand Gomti Nagar, Lucknow.

11. NAME & ADDRESS OF VENDEE:

M/s. NEWDIME PROPERTIES (P) LTD having its Regd. office at 15/79 Civil Lines, Kanpur Nagar through its Authorised Signatory Shri Arvind Pandey, S/o. Shri P.K.Pandey, R/o. 119/235 Om Nagar, Darshanpurwa, Kanpur Nagar.

For M/s Newdime Properties (P) Ltd.

Authorised Signatory

उत्तर प्रदेश UTTAR PRADESH

B 418915

(4)

12. NATURE OF LAND : AGRICULTURE

13 VILLAGE : Village Bairi Akbarpur Bangar, Tehsil & Distt. Kanpur Nagar.

14. NATURE OF MEASUREMENT : HECTARE

15. DETAILS OF PROPERTY SOLD: Sankramani Bhoomidhari Agriculture Arazi No's. & admeasuring:

Arazi No. 1105 admeasuring 0.072 hectares
Arazi No. 1107 admeasuring 0.256 hectares
Arazi No. 1110 admeasuring 0.297 hectares
Arazi No. 1111 admeasuring 0.133 hecatres
Total 4 Kita Arazi admeasuring 0.758 hectares

उत्तर प्रदेश UTTAR PRADESH

B 418914

(5)

16. MAL GUJARI (Lagan) : Rs. 40/-

17. Sources of Water : Natural Rain

18. Details of Road : Situated on Janpadiya Marg,

: 5.72 metres.

19. Nature of Use : Agricultural

20. Whether it has construction : NO

21. Boundaries of Arazi Land Sold:

For NEW DIME PROPERTIES (P) LTD

Auth. Signatory

उत्तर प्रदेश UTTAR PRADESH

B 4 8913

(6)

Boundary of Arazi No. 1105:

NORTH : Arazis of Village Bairi Akbarpur Kachhar

SOUTH : Arazi No. 1104, 1105 of Villg Bairi Akbarpur \ Bangar,

EAST : Arazi No 1108, Villg Bairi Akbarpur Bangar

WEST : Arazi No.1101 , Villg. Bairi Akbarpur Bangar

Boundary of Arazi No. 1107:

NORTH : Arazi No.1106 of Villaga Bairi Akbarpur Bangar,

SOUTH : 130 ft. Road.

EAST : Arazi No 1110, Villg Bairi Akbarpur Bangar

WEST : Arazi No.1106,1122, Villg. Bairi Akbarpur Bangar

For NEW DIVE PROPERTIES PVT. LTD

Auth. Signatory

उत्तर प्रदेश UTTAR PRADESH

B 416912

(7)

Boundary of Arazi No. 1110:

NORTH : Arazi No 1108 of Village Bairi Akbarpur Bangar,

SOUTH : 150 ft Road,

EAST : Arazi No 1112,1113,1109 Villg Bairi Akbarpur Bangar

WEST : Arazi No.1107, Villg. Bairi Akbarpur Bangar

Boundary of Arazi No. 1111:

NORTH : Arazi No.1112/1113 of Village Bairi Akbarpur Bangar,

SOUTH : 150 ft. Road,

EAST : Arazi No 1118, Villg Bairi Akbarpur Bangar,

WEST : Arazi No.1110, Villg. Bairi Akbarpur Bangar.

For NEW DAWN PROJECTS PVT. LTD.

Authorised Signatory

उत्तर प्रदेश UTTAR PRADESH

B 418911

DETAILS OF PAYMENT OF STAMP DUTY:

1. Fixed Land Rate	:	Rs. 1,80,00,000/- per Hectare + 25% Extra charges for Residential houses, within 200 metre vicinity.
2. Value of Land		Rs. 1,70,55,000/-
3. Stamp Payable	:	Rs. 11,93,850/-
4. Stamp Paid	:	Rs. 11,95,000/-

NOTE:

The Vendor or Vendee do not belonging to Schedule Caste and Schedule Tribe. The said land is purely Agricultural Land at the

उत्तर प्रदेश UTTAR PRADESH

B 418910

present time and it is recorded in the relevant records as Agricultural Land and it is not a Nazul Land. The entire area of the land is hereby sold and it is not being sold in part and/or on plot basis. There is no construction on it and it has no Tree, Well, Tube Well etc. A map of the said Land is being attached herewith. The said Land is surrounded by Residential houses within 200 mtrs.

THIS INDENTURE OF ABSOLUTE SALE IS EXECUTED AT KANPUR NAGAR ON 30th JUNE'2011 IN BETWEEN:

(1) Shri Arjan Deo Kehr, adult aged about 80 years, son of Late Shri Vasudeo Kehr previously resident of R/o. C-1/317

उत्तर प्रदेश UTTAR PRADESH

IB 418909

(10)

Indira Nagar, Kanpur Nagar, presently R/o. 1/221 Viram Khand, Gomti Nagar, Lucknow through his regd. power of attorney holder Shri Bhanu Kehr, adult Son of Arjun Deo Kehr presently residing at R/o. 1/221, Viram Khand, Gomti Nagar, Lucknow, vide regd. Power of attorney dated 7/5/2011 duly regd. in photo state Book no. 4 vol. no. 338 on page 49 to 62 at serial no. 337 Regd on 7/5/2011 with the Sub Registrar-II, Lucknow, hereinafter called the "Vendor" which expression unless repugnant to the context shall include and mean his heirs, successors, legal

For KEW DUKE PROPERTIES PVT LTD

Auth. Sign./Director

उत्तर प्रदेश UTTAR PRADESH B 418908

(11)

representatives, Administrators and assignees etc the party of the FIRST PART;

(2) Krishna Deo Kehr, adult aged about 82 years, son of Late Vasudeo Kehr presently resident of 195 Ground floor Greater Kailash, Part II, New Delhi, through his regd. power of attorney holder Shri Bhanu Kehr, adult Son of Arjun Deo Kehr presently R/o. 1/221, Viram Khand, Gomti Nagar, Lucknow, vide regd. Power of attorney dated 23/04/2009 duly regd. in photo state Book no. 4 vol. no. 529 on page 197 to 199 at serial no. 1327 Regd on 28/4/2009 with the Sub

Bhanu Kehr

For KEYNOTE PROPERTIES PVT. LTD

Auth. Sign./Director

उत्तर प्रदेश UTTAR PRADESH

B 41890/

(12)

Registrar VI-A, New Delhi (hereinafter called confirming party which expression unless repugnant to the context shall include and mean his heirs, successors legal representatives, administrators and assignees etc. the party of the SECOND PART);

AND

(3) M/s. NEWDIME PROPERTIES (P) LTD (formerly M/s. New Dimension Apartments (P) Ltd), name duly changed under section 21 of the Indian Companies Act of 1956, as a company duly incorporated under the Indian Companies

For NEWDIME PROPERTIES PVT. LTD.

Authorised Signatory

उत्तर प्रदेश UTTAR PRADESH

B 418906

(13)

Act 1956 having its Regd. office at 15/79 Civil Lines Kanpur Nagar through its Authorised Signatory Shri Arvind Pandey, S/o. Shri P.K.Pandey, R/o. 119/225 Om Nagar, Darshanpurwa, Kanpur Nagar, who has been authorized by the Board of Directors of the company vide resolution dated 31st May'2017, to execute the Registered Deed on behalf of the company, hereinafter referred to as VENDEE, which expression unless repugnant to the context shall mean and include its directors officers, Authorized representatives

For NEW ONE PROPERTIES PVT LTD

Director

उत्तर प्रदेश UTTAR PRADESH

B 418905

administrators and assignees etc the party of the THIRD PART.

WHEREAS the vendor Arjun Deo Kehr the party of the First part besides 2 Kita Sankramaniya Bhoomidhari Araziyats Nos. 1108, 1138, total admeasuring 0.062 Hectares, is the absolute owner in Actual physical possession of Sankramaniya Bhoomidhari Araziyat Nos. 1105, 1107, 1110, 1111 admeasuring 0.758 hectares, situated in village Bairi Akbarpur Bangar Tensil & Distt Kanpur Nagar, fully described and detailed at the foot of this Deed & for better

For NEW DWIJ PROPERTIES PVT LTD

Auth. Sign./Director

उत्तर प्रदेश UTTAR PRADESH

B 418904

clearness delineated by colour RED on the plan annexed hereto, hereinafter for the sake of brevity referred to as the aforesaid 4 Kita agricultural fields on the facts and circumstances given hereon below.

2- AND WHEREAS vendor's father namely Shri Vasudeo Kehr obtained An Izazatnama from one Shri Suraj Prasad S/o. Shivram the then Zamindar of Mohal Janak Singh Bairi Akbarpur, Bangar, of agricultural fields no. 1104, 1105, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1115, 1116, 1280, all situated in Mohal Janak Singh, village Bairi Akbarpur

For NEW DIVE PROPERTIES PVT. LTD

Auth. Sign./Director

उत्तर प्रदेश UTTAR PRADESH

B 418903

Sangar, Cawnpore, vide Izazatnama dated 17/05/1942 and aforesaid Shri Vasudeo Kehr Kanpur came into actual physical actual physical possession of all the aforesaid agricultural fields mentioned above.

3:- AND WHEREAS in pursuance of the said Izazatnama dated 17/05/1942 the name of Shir Vasudeo Kehr son of Late Shyam Dev Kehr was duly mutated and recorded as "Dawami" on all the aforesaid agricultural fields 1104, 1105, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1115, 1116, 1280 all

For NEW DAWN PROPERTIES PVT. LTD.

Auth. Sign./Director

situated in Mohal Janak Singh village Bairi Akbarpur Bangar Cawnpore in all the relevant revenue record.

4. AND WHEREAS the aforesaid Shri Vasudeo Kehr alongwith his son Arjun Deo Kehr Vendor party of the first part was carrying out work of Horticulture & Farming over the aforesaid fields and the aforesaid Vasudeo Kehr after leaving will dated 03/10/1975 died on 15/12/1975;

5. AND WHEREAS in pursuance of the aforesaid Will, Shri Vasudeo Kehr Party of the First part became the absolute owner in actual physical possession of all the aforesaid 12

Authorised Signatory

Director

उत्तर प्रदेश UTTAR PRADESH

B 418901

Kita Sankramaniya Bhoomidhari Arraziyats fields no. 1104, 1105, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1115, 1116, 1280 all situated in Mohal Janak Singh, Village Bairi Akbarpur Bangar, Cawnpore, total admeasuring 12 Bigha, 1 Biswa and continued the business of farming over the aforesaid all the 12 agricultural fields.

6- AND WHEREAS the Kanpur Development Authority (KDA) Kanpur served a notice dated 22/01/1991 and 19/02/1991 and second notice dated 19/02/1991 on the vendor Arjun Deo Kehr only, then residing at 7/77 Tilak

उत्तर प्रदेश UTTAR PRADESH

B 418900

Nagar, Kanpur, threatening for taking forcible possession of all the 12 aforesaid Araziyans fields no. 1104, 1105, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1115, 1116, 1280 all situated in Mohal Janak Singh, Village Bairi Akbarpur Bangar, Kanpur and seeing no other alternative the vendor Arjun Deo Kohr party of the first part filed a regular Civil Suit bearing no 414/1991 in the court of Civil Judge (Senior Division) Kanpur Nagar on 3rd April'1991 as Arjun Deo Kohr Vs. Kanpur Development Authority, Kanpur, seeking permanent injunction, restraining the defendant, their

For NEW CHAE PROPERTIES PVT. LTD

Auth. Signatory

उत्तर प्रदेश UTTAR PRADESH

B 418899

servants, agent, employees and representatives from interfering into the peaceful possession of Plaintiff (Vendor) on Arazi No. 1104, 1105, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1115, 1116, 1280 measuring about 12 Bigha 1 Biswa.

Party of the first Part also filed an application under order 39 Rule 1 and 2 read with section 151 C.P.C. for restraining the defendant, Kanpur Development Authority and representative from interfering into the peaceful possession of Plaintiff over the Arazi No. 1104, 1105, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1115, 1116, 1280 all situated in Mohal

For NEW CUBE PROPERTIES PVT LTD

Auth. Signatory

B 418898

Janak Singh Village Bairi Akbarpur Bangar, Kanpur, on which the court was pleased to grant a temporary injunction during the pendency of the Suit

AND WHEREAS the defendant of the aforesaid Suit no. 414/92 the Kanpur development Authority Kanpur did not file any objections against the aforesaid injunction application under order 39 Rule 1 C.P.C. but filed the written statement alleging that vast area of villages Bairi Akbarpur Bangar including aforesaid agricultural fields nos. 1104, 1105, 1107, 1108, 1109, 1110, 1111, 1112, 1113,

For NEW DIVE PROPERTIES PVT LTD

Auth. Sign./Director

उत्तर प्रदेश UTTAR PRADESH

B 418697

(22)

1115, 1116, 1280 all situated in Mohal Janak Singh Village Bair, Akbarpur Bangar, Kanpur, total admeasuring 12 Bighe 7 Biswa were acquired vide award no. 31 dated 30/12/1968 and obtained possession thereof on 09/09/1969 and also alleged that vendor Arjun Deo Kohr the plaintiff of that Suit is a trespasser and also illegal occupier and prayed the Suit filed by vendor Arjun Deo Kohr be dismissed with cos..

AND WHEREAS the aforesaid Suit no. 414/91, Arjun Deo Kohr Vs. Kanpur Development Authority was transferred

For M/s BLUE PROPERTIES PVT. LTD

Auth. Sig. /Director

उत्तर प्रदेश UTTAR PRADESH

B 418896

to the court of II Additional Civil Judge (Senior Division) Kanpur Nagar who framed about more than half a dozen issues and parties lead documentary as well as oral evidence and the court heard arguments and delivered judgement dated 03/10/1996 holding that aforesaid Arazi No's 1104, 1105, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1115, 1116, 1280, in Suit i.e. Mohal Jarak Singh, Village Bairi Akbarpur Bangar, Kanpur were never acquired nor the plaintiff Arjun Deo Kehr or his predecessor Vasudeo Kehr was ever dispossessed from the fields in Suit and thus decreed the

For NEW DIVE PROPERTIES PVT. LTD.

Auth. Sig. - Director

उत्तर प्रदेश UTTAR PRADESH

B 418895

Suit no 414/1991 filed by the vendor Shri Arjun Deo Kehr against Kanpur Development Authority, Kanpur.

9- AND WHEREAS against the aforesaid judgement and decree dated 03/10/96 passed by the IIIrd Additional Civil Judge (Senior Division) Kanpur in the aforesaid Suit no. 414/91 Arjun Deo Kehr Vs. Kanpur Development Authority Kanpur, Defendant Kanpur Development Authority Kanpur preferred First Appeal no. 286/98, in the court of District Judge, Kanpur Nagar, which after transfer was also dismissed by the 9th Additional District Judge Kanpur

For GOLDEN HOME PROPERTIES PVT LTD

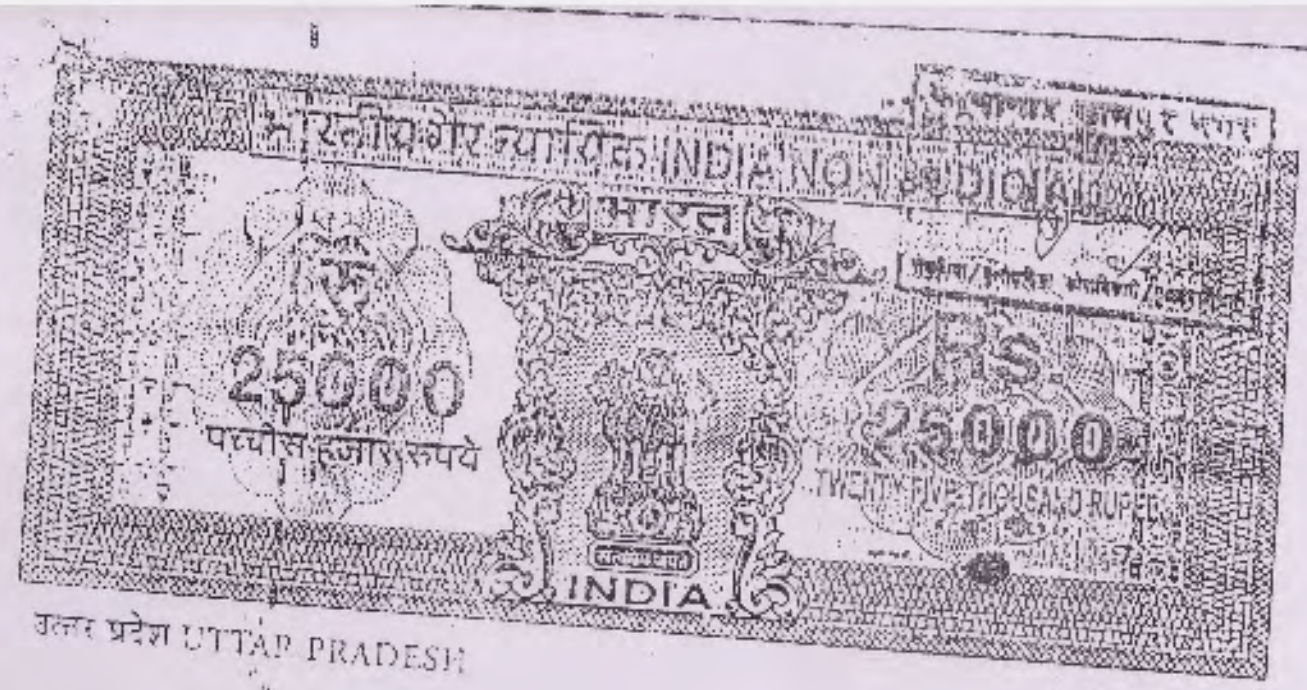
Authorised Signatory

उत्तर प्रदेश UTTAR PRADESH

B 418894

Nagar, vide judgement and decree dated 28/04/2001 and confirmed the judgment and decree passed by the third additional Civil Judge (Senior Division) Kanpur Nagar in aforesaid Suit no 414/1991 filed by the vendor Arjun Deo Kehr against K.D.A Kanpur.

AND WHEREAS against the aforesaid Judgement and decree dated 28/04/2001 passed in aforesaid First appeal no. 260 of 2008 defendant Kanpur Development Authority Kanpur preferred a Second Appeal no. 161/04 before the Hon'ble High Court of Judicature at Allahabad on



उत्तर प्रदेश UTTAR PRADESH

C 478893

28/05/2010, much beyond the Limitation, hence an application for condonation of delay under section 5 of the Limitation Act the Hon'ble Chief Justice and his Companion Judges of the Hon'ble High Court of Judicature at Allahabad were please to issue notices to the Plaintiff/Respondent Arjun Deo Kohr the vendor of this Indenture, who preferred objections against the application for condonation of delay of 2 years and 305 days and after hearing arguments from both the sides the Hon'ble High

FOR NEW DELHI PROPERTIES PVT. LTD.

Auth. Signatory

उत्तर प्रदेश UTTAR PRADESH

E 418892

Court of Judicature at Allahabad dismissed the said Second Appeal also, as per judgement dated 20/09/07.

11:- AND WHEREAS against the aforesaid judgement dated 20/09/2007 passed by the Hon'ble High Court of Judicature at Allahabad in Second Appeal no. 161/04 Kanpur Development Authority V/s. Arjun Deo Kohr the aforesaid defendant appellant Kanpur Development Authority Kanpur preferred a Special Leave Petition (SLP) before the Hon'ble Supreme Court, New Delhi as numbered 2364/08 which was also rejected as per order dated 07/03/2008;

For NEW DIME PROPERTIES PVT. LTD.

Authorised Director

उत्तर प्रदेश UTTAR PRADESH

Ø 418591

12:- AND WHEREAS as narrated above in the preceding paras it has been confirmed that all the Twelve Sankramanj Bhoomidhari Arazies Nos. 1104, 1105, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1115, 1116, 1280 all situated in Mohal Janak Singh Village Bairi Akbarpur Bangar, Kanpur and all adjacent to each other and previously owned by Shri Vasudeo Kehr son of Late Shyam Lal Kehr, in whose favour Izazatnama dated 17/05/42 granted by the then Zamindar Shri Suraj Prasad son of Shivram, was never acquired, nor the vendor or his predecessor Shri Vasudeo Kehr was ever

For NEW DAWN PROPERTIES PVT. LTD.

Auth. Signatory

उत्तर प्रदेश UTTAR PRADESH

B 418890

dispossessed from the aforesaid all the Twelve Araziyats or from any of them and the judgement and decree dated 03/10/96 passed in O.S. No. 414/91 by the III Additional Civil Judge (Senior Division) Kanpur stood confirmed by all the First Appellate court, Second Appe late Court and the Hon'ble Supreme Court of India.

13:- AND WHEREAS the vendor Arjun Deo Kehr the party of the first part applied to the A.D.M. (Land Acquisition) for mutation of his name over all the aforesaid 12 Araziyats no. 1104, 1105, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1115,

For PRIME PROPERTIES PVT. LTD

उत्तर प्रदेश UTTAR PRADESH

B 418889

(30)

1116, 1298 all situated in Mohal Janak Singh Village Bairi Akbarpur Bangar, Kanpur Nagar. The Learned A.D.M. (L.A.) was pleased to issue order to the Tahsildar Kanpur Nagar to mutate the name of the Vendor Arjun deo Kehr on 10 Ainiyats no.

1104, admeasuring	0.389 Hectares
1105, admeasuring	0.372 Hectares
1107, admeasuring	0.256 Hectares
1110, admeasuring	0.297Hectares
1111, admeasuring	0.133 Hectares

For NEW DELHI POLYCRETES PVT. LTD.

Auth. Sign./Director

उत्तर प्रदेश UTTAR PRADESH

B 418886

1112, admeasuring 0.136 Hectares

1113, admeasuring 0.236 Hectares

1115, admeasuring 0.092 Hectares

1116, admeasuring 0.605 Hectares

1280 admeasuring 0.184 Hectares

Total 2.397 Hectares

All situated in Mohal Janak Singh Village Bairi-Akbarpur Bangar, Kanpur Nagar and when the said order was not complied with, the vendor Arjan Deo Kehr the party of the first part again applied to the A.D.M. (Land Acquisition) per

For NEW ONE PROPERTIES PVT. LTD.

Auth. Sign./Director

उत्तर प्रदेश UTTAR PRADESH

B 418887

application dated 07/10/2008 annexing all the orders and judgements referred to above, thereafter the learned A.D.M. (L.A.) sent an order dated 16/12/2008 as numbered 1671/8-a-g-(Bhu/Aa) Kanpur Nagar, on which the name of the vendor Arjun Deo Kohr party of the first part was mutated as recorded Sankraman Bhoomidhar of the aforesaid 10 Arazyans no

1204, admeasuring 0.359 Hectares

1205, admeasuring 0.072 Hectares

1207, admeasuring 0.256 Hectares

For M/S SINE PROPERTIES PVT. LTD.

Auth. Sign. Director

उत्तर प्रदेश UTTAR PRADESH

B 416886

1110, admeasuring	0.297 Hectares
1111, admeasuring	0.133 Hectares
1112, admeasuring	0.153 Hectares
1113, admeasuring	0.236 Hectares
1115, admeasuring	0.092 Hectares
1116, admeasuring	0.105 Hectares
1280 admeasuring	0.184 Hectares
Total	2.397 Hectares

in Khata Khatauni No. 00013, Since Fasli No. 1420, mentioned in Fasli Year 1415-1420.

Bhawna Kaur

For KAILASH PROPERTIES PVT. LTD.

Authorised

उत्तर प्रदेश UTTAR PRADESH

B 418885

(34)

24 AND WHEREAS it shall not be out of place to mention that the aforesaid Vasudeo Kehr who breathed his last on 15-12-1975 after leaving a Will dated 3-10-1975, bequeathing all the aforesaid 12 Arazyats in favour of his son Arjun Deo Kehr, he also left Two more sons namely Indra Deo Kehr and Krishna Deo Kehr and widow Smt. Laadrani and a daughter Smt. Reema W/o Rohit.

25- AND WHEREAS not only the remaining two sons Indra Deo Kehr and Krishna Deo Kehr made various admissions regarding the absolute ownership of Arjun Deo Kehr, over

Indra Kehr

उत्तर प्रदेश UTTAR PRADESH

B 418884

all the aforesaid 12 Agricultural Araziyats and also did not claim any share in any portion of the said agricultural Araziyats while filing return before the competent Authority, Urban Land Ceiling and Regulation Act 1976, claimed only 1/5th share in bungalow premises no. 7/77 Tilak Nagar, Kanpur and however they did not claim any part or portion out of any of the aforesaid 12 agricultural Bhoomidhari Araziyats left by their predecessor Shri Vasudeo Kehr who died on 15-12-1975 and secondly Indra Dee Kehr son of Late Vasudeo Kehr who died in 1995.

उत्तर प्रदेश UTTAR PRADESH

B 418883

during his life time Indra Deo Kehr admitted and acknowledge the Will left by his father vide his letter dated 21/4/1976

However, since there was no written admission of Krishna Deo Kehr - the Party of the first Part , Shri Arjun Deo Kehr filed a regular Suit for declaration as Suit no. 659 /2009 as Arjun Deo Kehr versus Krishna Deo Kehr, in the Court of Civil Judge (Senior Division) Kanpur Nagar which was transferred to the Court of 1st Additional Civil Judge (Senior Division) Kanpur Nagar.

उत्तर प्रदेश UTTAR PRADESH

B 418862

(37)

16:- AND WHEREAS after receiving the summons of the aforesaid Suit, Sari Krishna Dev Kehr son of Late Vasudeo Kehr the defendant of the aforesaid Suit no. 659 /2009 executed a registered power of attorney dated 23/04/09 admitting the execution of WILL dated 03/10/1975 by his father Late Vasudeo Kehr bequeathing all the 12 aforesaid Sankramaniya Bhoomidhari Arraziyats in favour of his son Arjun Dev Kehr and also authorised his attorney holder to admit the contents of the aforesaid Suit no. and to file written statement and a compromise, and also authorised

उत्तर प्रदेश UTTAR PRADESH

B 418881

his regd. attorney holder to execute any deed for on behalf of him as "Concenting Party", whereupon the regd. Attorney holder Shri Bhanu Kehr filed compromise petition in the aforesaid Suit nor 659 /2009 before the Transferee Court No. 1 Additional Civil Judge (Senior Division) Kanpur Nagar during hearing of the case, on which the court has been pleased to accept the compromise and decreed the plaintiff's Suit vide order dt. 30/5/2009.

7:- AND WHEREAS as narrated above Vendor Arjun Deo Kehr the party of the first part besides besides 2 Kita

उत्तर प्रदेश UTTAR PRADESH

B 418880

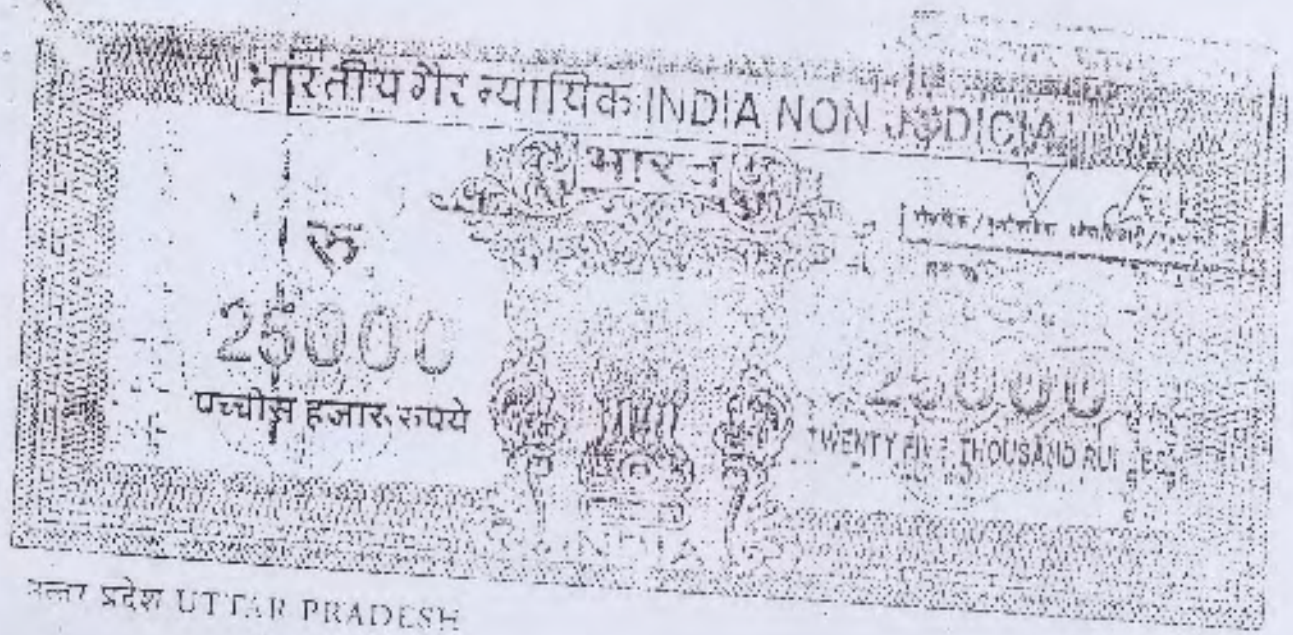
(39)

Sankramaniya Bhoomidhari Araziyats Nos. 1108, 1109, total admeasuring 0.062 Hectares, is the absolute owner in Actual physical possession of Sankramaniya Bhoomidhari Araziya; Nos. 1105, 1107, 1110, 1111 admeasuring 0.758 of Khatauni Khata No.00013 of village Bairi Akbarpur Bangar Tehsil and District Kanpur Nagar, fully described and detailed at the foot of this Deed and for better clearness delineated by colour RED on the plan Annexed hereto and none else has any right, title or interest therein, which are free from all sorts of encumbrances, charge demands liens

उत्तर प्रदेश UTTAR PRADESH

B 418679

and neither has been mortgaged nor has been given in any security with any Bank or any other financial institution or with any other person, either by deposit of title deed or by any regd. Documents nor the aforesaid all the subjected Sankramaniya Bhoomidhari Araziyats or any of them or any portion thereof has been attached nor is under any public auction under any order or decree of any court whatsoever whether Civil Revenue Criminal Income Tax, or Trade Tax etc., nor they are under any scheme of acquisition as no notice of acquisition has ever been received by the vendor,



उत्तर प्रदेश UTTAR PRADESH

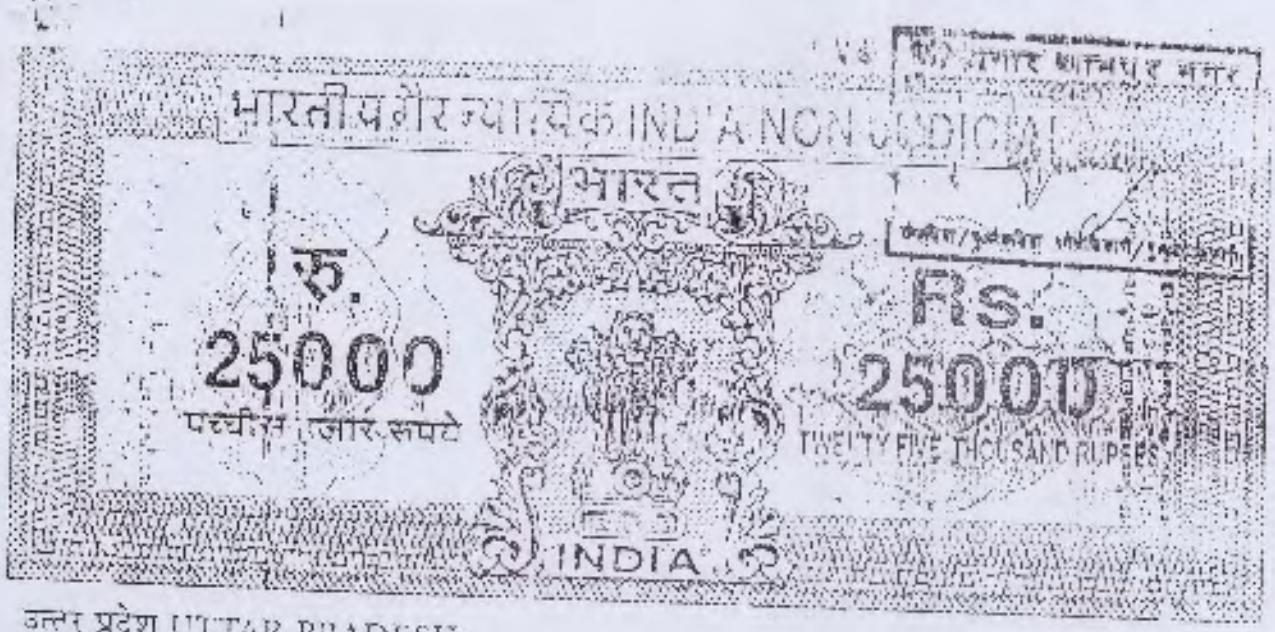
9 4 8678

(11)

meaning thereby that the aforesaid all the subject Sankramaniya Bhoomidhan Avadyats are free from all encumbrances and patent defects meaning thereby the vendor Shri Arjun Dev Kohli the party of the first part possessed all legal right to transfer assigns convey and sell by way of absolute sale [illegible] all the subject Sankramaniya Bhoomidhan Avadyats fully described and detailed at the foot of this Deed and for better clearness delineated by colour red on the plan annexed hereto.

for NEW DLF PROPERTIES PVT. LTD.

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

B 418577

(3)

AND WHEREAS as negotiated the vendor Arjun Deo Kohr the party of the first part entered into a regd. Agreement dated 3/2/2007 duly regd in Photostat Book no. I-3[illegible] and 35[illegible] on pages 5[illegible] to 72 at serial no. 366 with the Sub-Registrar Zone No. 2, Kanpur Nagar on 3/2/2007 agreed to sell his s/o Sankramaniya Bhoomidhari Arazi yats no. 1116 and 1260 and both situated in Village Jajai, Akbarpur Rasulabad tehsil and Distt. Kanpur Nagar for total consideration of Rs. 3,87,000 (Three Lacs Eighty thousand only) in Shri Yogesh Verma aged son of Shri Shiv

For NEW DIRE PROPERTIES PVT LTD

Auth. Sign. Director

उत्तर प्रदेश UTTAR PRADESH

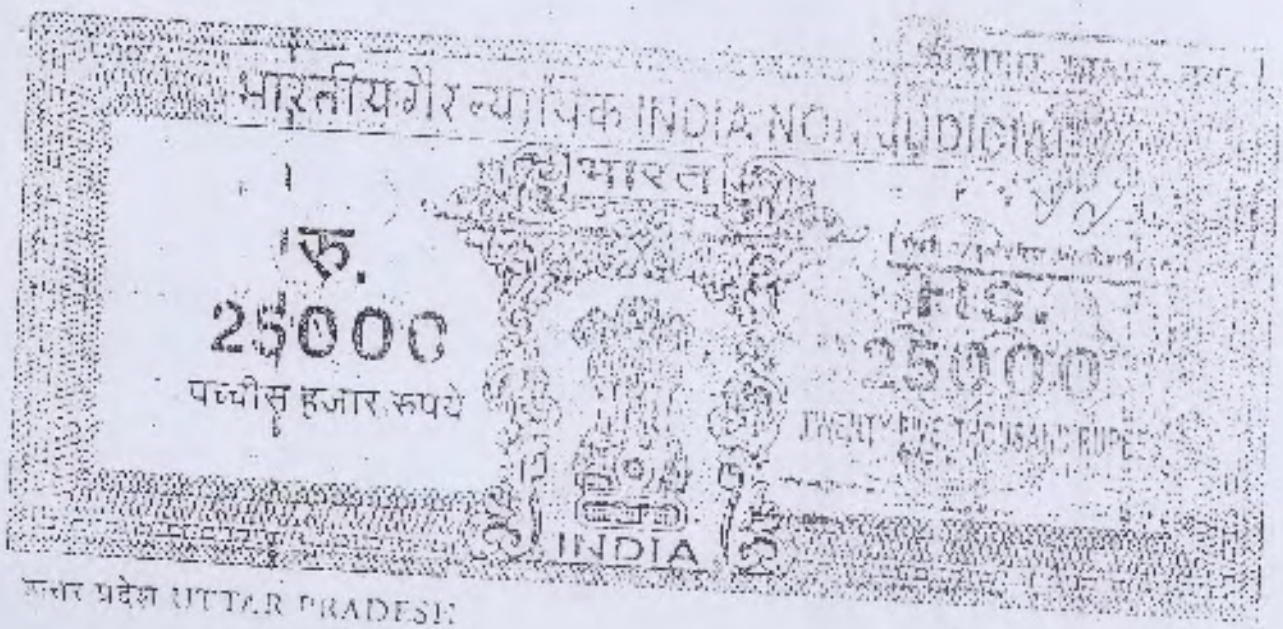
B 418876

(43)

Prasad Verma R/O 139/132, Bombo Road, Dershanpurwa, Kanpur Nagar and Smt. Yogesh Verma declined to get the sale deed executed in terms of the aforesaid Regd. Agreement dated 7/2/2007, then aforesaid Yogesh Verma got the Agreement to Sell Cancelled as "Cancellor" and Arjun Das Sahi as Vendor got the aforesaid Regd. Agreement of Yogesh Verma cancelled on 31/12/2008. Registered as Cancellation Deed with the Sub Registrar Zone-I Kanpur Nagar in Photostat Book No.1 Volume No.1048 Page No.78 to 98 Serial Item 4023 on 31/12/08.

For NEW [illegible] LIMITED

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

(4)

AND WHEREAS then the vendor Arjun Deo Kohli the party of the first part per regd. Agreement dated 31/10/2008 [illegible] Book No. 1 volume no. 1646, at pages [illegible] and 74 with the Sub Registrar Zone-II, Kanpur Nagar on 31/12/08, agreed to sell off as aforesaid bon Sarkichariya Bhoomidhari Arziyan 1428 and 1281 both situated in village Bolri Akbarpur Bangar of Tehsil and District Kanpur Nagar for total sale consideration of Rs. 55 Lacs (fifty five lac only) with the vendee the party of the third part and vendor the party of

उत्तर प्रदेश UTTAR PRADESH

D 4188/4

the first part received Rs. 35,00,000/- (Thirty five lac only) as advance out of the agreed total sale consideration of Rs. 55 Lacs (fifty lacs only) and agreed to receive the balance sale consideration of Rs. 20,00,000/- (Twenty lac only) at the time of execution and registration of the deed of sale before the Registration Authority Kanpur.

AND WHEREAS the name of the vendee M/s. New Dimension Apartments Pvt. Ltd. Under section 21 of the Indian Companies Act 1956, has been changed to New Dime Properties Pvt. Ltd with the same regd. office at 15/79 Civil

उत्तर प्रदेश UTTAR PRADESH

B 418873

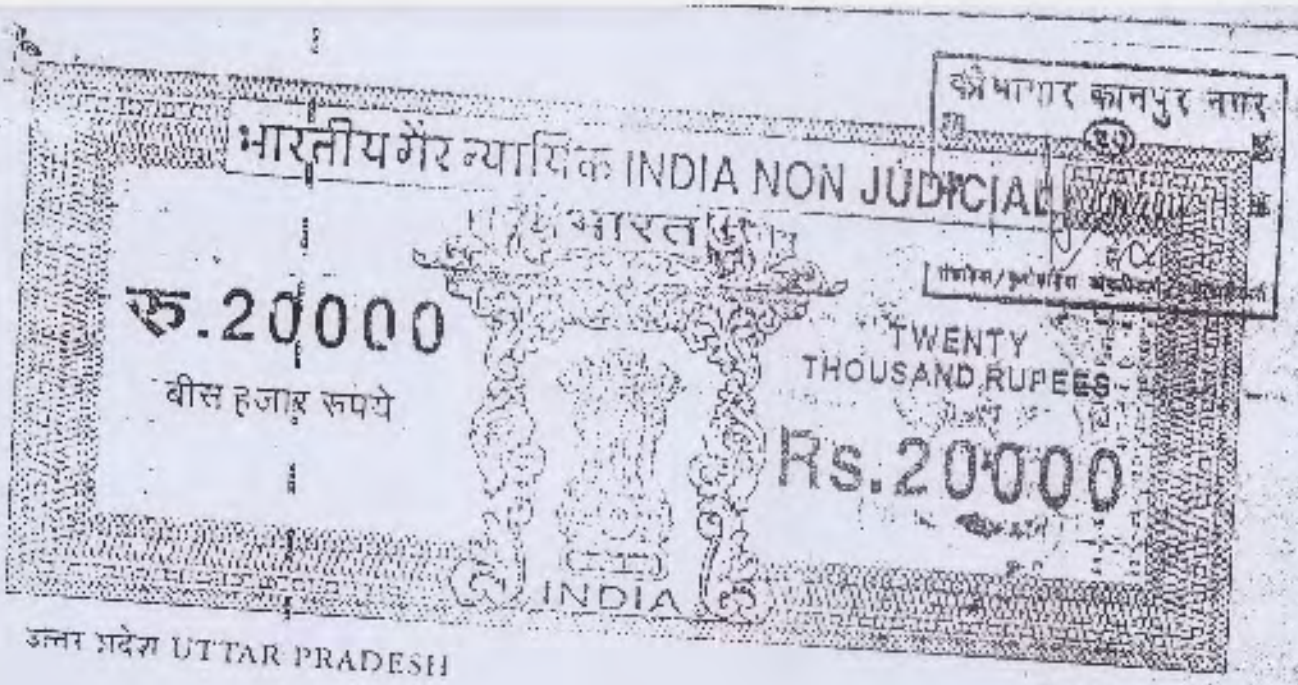
Lines, Kanpur and same directors meaning thereby that all the rights title and interest and obligations of M/s. New Dimension Apartments Pvt. Ltd. statutorily shall remain vested in New Dime Properties Pvt. Ltd and Registrar of Companies Uttar Pradesh & Uttaranchal has issued a certificate dt.22/5/2009 to the effect of change of name, hence vendee is entitled to get the sale deed registered in pursuance of aforesaid regd. Agreement dated - 31/12/2008.

उत्तर प्रदेश UTTAR PRADESH

B 478872

(47)

AND WHEREAS the Vendor Shri Arjun Deo Kelu, in pursuance of the above mentioned Registered Agreement to Sell, executed Sale Deed in favour of the Vendee M/s.New Dime Properties (P) Ltd., Kanpur for Araziyat No's. 1116 & 1280 vide Registered Sale deed dated 2/6/2009 and duly Registered as Sale deed with the Sub Registrar Zone-II, Kanpur Nagar at Book No.1, Volume No.4136, Page no. 1 to 180 at serial no. 1609 and also executed Sale deed for Araziyat No's 1112,1113 and 1118 vide Registered Sale deed dated 2/6/2009 with the Sub Registrar Zone-II, Kanpur



उत्तर प्रदेश UTTAR PRADESH

A 215390

(48)

Nagar at Book No.1, Volume No.4156, Page no. 101 to 178 at serial no. 1618. The Vendor further executed Sale Deed in favour of the Vendee M/s.New Dime Properties (P) Ltd., Kanpur for Area/ar No. 1104 vide Registered Sale deed dated 4/6/2011 and duly Registered as Sale deed with the Sub Registrar Zone-II, Kanpur Nagar at Book No.1, Volume No.4923 Page no. 1 to 262 at serial no. 2821.

AND WHEREAS now there is no impediment or hurdle in execution and registration of this deed of sale.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1- That in pursuance of the above Regd. Agreement dated 31/12/2008 and in total sale consideration of Rs. 25,00,000/- (Twenty Five lacs only) received by the vendor Arjun Deo Kelu, the party of the First part, from the vendee the party of the Third part, as detailed in schedule of payment given at the foot of this deed, the receipt whereof is hereby acknowledge and confirmed by the vendor the party of the first part before the registering authority Sub-Registrar Zone no II, Kanpur Nagar and now nothing remained due to the vendor the party of the first part from the vendee the party of the Third part, the Vendor Arjun Deo Kelu, Son of late Shri Vasudeo Kelu, the party of the first part Doth hereby alienate convey, assign and transfer by way of absolute sale, His aforesaid Sankarmaniya Bhoomidhari Arazyan Nos. 1105, 1107, 1110, 111, admeasuring 0.75 hectares, situated in Village Bairi Akbarpur Bangar of Tehsil and Distt. Kanpur Nagar, fully described and detailed at the foot of this deed and for better clearness, delineated by colour red on the plan annexed hereto alongwith all its Easements and Appurtenances to and in favour of the vendee the party of the third part and the vendor the party of

For [illegible] PVT. LTD.

Authorised Signatory

the first part have put the vendee the party of the third part in actual and physical possession over Sankramaniya Bhoomidahri Araziyat Nos. 1103, 1107, 1110, 1111 admeasuring 0.758 hectares described and detailed below, hereby sold by way of absolute sale and now the Vendor the party of the First part or his heirs and successors and representatives have left no right, title or interest therein and now the vendee the party of the Third part and its successors, Assignees, etc are fully competent and authorised to use, enjoy the property hereby purchased, Which is fully described and detailed below at their own chattel and property without any interruptions, hurdles and impediments by the vendor or anyone claiming through the vendor or by anyone claiming title paramount to the vendor in any way wise or manner.

2- That the vendor Arjun Deo Kols the party of the first part hereby further covenant and declare that the Sankramaniya Bhoomidhari Araziyats situated village Bairi Akbarpur Rangar Tehsil & Distt. Kanpur Nagar hereby sold by way of absolute sale to the vendee the party of the third party is absolutely owned by the vendor and not as have any right title or interest therein and the property hereby demised is free from all sorts

For [illegible]

Auth. Signatory

of encumbrance charges, demand, lien, any agreement, nor the same have been mortgage, nor given as any security to any bank of any other financial institution or any their person either by the deposit of title deed or by any registered instrument, nor the same has been attached, nor is under auction, nor the vendor has been restrained from transferring the same or any portion thereof by any order of any court where civil revenue criminal income tax, trade tax etc. is pending, nor the said demised property is any under scheme of acquisition, nor any notice of acquisition has been received by the vendor, meaning thereby that the aforesaid demised Arazi is free from all latent and patent defects, meaning there by that vendor Arjun Dev Kehr has absolute and legal title to alien, convey assign and transfer by way of absolute sale deed his aforesaid 4 kita Sankramaniya Bhoomidhari, fully described at foot of this deed and for better clearness delineated by the colour red on the plan annexed hereto, if any thing or any version mentioned above is ever found to be untrue, the vendor Arjun Dev Kehr the party of the first part and Power of Attorney holder, shall be liable for all legal consequences.

For NEW DELHI PROPERTIES PVT. LTD.

Auth. Signatory

3- That vendee the party of the third part is now entitled to get his name mutated as Sankramnan ya Bhoomidhar after deleting the name of the vendor from Ataziyat Nos. 1105, 1107, 1110, 1111 admeasuring 0.758 hectares, situated in village Bairi Akbarpur Bangar of Tehsil and Distt Kanpur Nagar, hereby purchased by the vendee and sold by the vendor, in all the relevant revenue records and if for the said purpose any consent oral or in writing shall be ever required vendor, the party of the first part shall be ever ready to give such consent and this deed of sale duly executed and got regd. by the vendor the party of the first part shall also be deemed to be construed as due consent of the vendor for the same.

4- That for all the dues and obligations over the property hereby demised upto the date of this deed shall be of the vendor and since after the date of this deed, shall be the liability of the vendee the party of the third part.

5- That the vendor the party of the first part hereby further covenant and declare to do and/or causes to be done and to execute and/or causes to be executed all other and further documents which may be reasonably required to give the perfect title and possession to the vendee as may be reasonably

For ALAN DRAKE CITY PVT. LTD.

Auth. Sign./Director

required in accordance with true intent and meaning of these presents at the cost and expenses of the vendee the party of the third part.

6- That the Power of Attorney of Shri Krishna Deo Kehr dated 23/04/2009 duly Regd. at serial no. 1327 additional book no.4 volume no. 529 page no. 197 to 199 Registered with the Sub – Registrar VIA, New Delhi on 28/4/2009, executed by the party of the Second Part Krishna Deo Kehr, is still subsisting and has not been revoked and hereby covenant and declare that he or his heirs and successors have no right, title or interest in the demised property nor shall ever claim.

And that the Power of Attorney of Shri Arjun Deo Kehr dated 7/5/2011 duly regd. in photo state Book no. 4 vol. no. 338 on page 49 to 62 at serial no. 337 Regd on 7/5/2011 with the Sub Registrar-II, Lucknow, executed by the Vendor Shri Arjun Deo Kehr is still subsisting and has not been revoked and hereby covenant and declare that he or his heirs and successors have no right, title or interest in the demised property nor shall ever claim.

7- That neither the Vendor nor the Vendee belong to any Schedule Caste and Schedule Tribe.

For Self and ...

Auth. Signatory

8- That there is neither any tree or well or any construction over the property hereby transferred by sale.

9- That the property hereby transferred is situated on the Janpadiya Road.

10- That if due to any act, omission or commission on the part of the vendor and/or if due to the defect in the title of the vendor and/or if due to any version of the vendor stated above, shall be ever found to be incorrect, the property hereby purchased or any portion thereof be lost by the vendee or his heirs, successors and assigns, etc. they shall be entitled to realise all there losses and damages with interest @ 18% p.a. from the person and other properties whether moveable or immovable of the vendor in which the vendor or his heirs and successors shall have no objection.

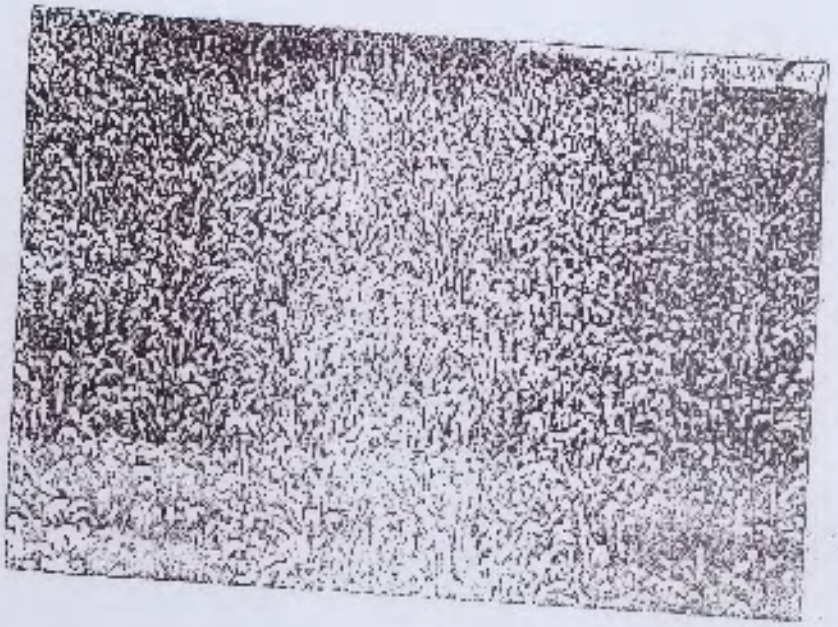
SCHEDULE OF PROPERTY

Hereby transferred by way of absolute sale four kitta Sankramaniya Bhoomidhari Arazi(s) Nos. 105, 107, 1113, 1117 admeasuring 0.758 hectares, situated in village Bhati Asharpur Bangar, Tehsil & Distt. Kanpur Nagar, fully delineated by colour RED on the plan annexed hereto bounded as above.

FOR M/S SUN PROPERTIES PVT. LTD.

AUTH. SIGN./DIRECTOR

1105, 1107, 1110, 1111, बैरी अकबरपुर
बॉगर कानपुर।



ह0 विक्रेता

For NEW DIGIC PROPERTIES PVT. LTD.
Auth. Sign. Director

ह0 क्रेता

SCHEDULE OF PAYMENT

Rs.25,00,000/- (TWENTY FIVE LAC ONLY) vide Cheque no. 642848

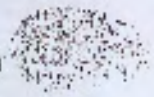
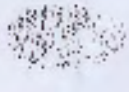
drawn on HDFC BANK LTD. Kanpur, dated 30/6/2011.

PAN CARD DETAILS:-

ARJUN DEO KEHR - VENDOR : BBRPK4278P

NEW DIME PROPERTIES (P) LTD.

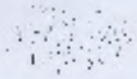
- VENDEE : AACCN0572Q

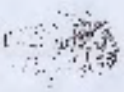
Left palm impression of the Vendor/Consenting party	Right palm impression of the Vendor/ Consenting party
1- Thumb	1- Thumb
2- Index Finger	2- Index Finger
3- Middle Finger 	3- Middle Finger
4- Ring Finger	4- Ring Finger
5- Little Finger 	5- Little Finger

FOR NEW DIME PROPERTIES (P) LTD.

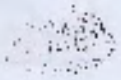
Auth. Signatory

Left palm impression of the Vendee

1- Thumb 

2- Index Finger 

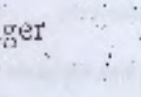
3- Middle Finger

4- Ring Finger 

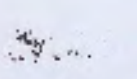
5- Little Finger

Right palm impression of the Vendee

1- Thumb

2- Index Finger 

3- Middle Finger

4- Ring Finger 

5- Little Finger

IN WITNESSES WHEREOF all the parties to this indenture that the vendor Arjun Dev Kohr through his registered power of attorney holder Shri Bhanu Kohr the party of the First part and the Consenting Party Shri Krishna Dev Kohr, through his registered power of attorney holder Shri Bhanu Kohr the party of the Second part and the [illegible] to acknowledged and countersigned Signatory Shri [illegible] the party of the Third part with their respective free will, without any force or coercion, after taking due advise from their near wishers, family members, advisors and after reading and understanding the entire content of this deed, have put their signature on all the pages and have also put the

Page 1

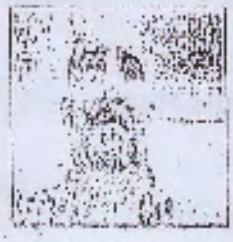
Registration No : 3177 Year : 201 Book No. : 1

3101 भानु शेखर बहेडा उर्फ अर्जुन देव शेखर , आई.

अर्जुन देव शेखर

1/221 हिमा खण्ड गोल्टी नगर सत्यनाक

सत्यन



In presence of me at the time of execution of these both the parties on the last page in presence of witnesses on the day month and year first above mentioned.

WITNESSES:-

1-

Kaushal Joshi
S/o Late Damodar Joshi
R/o. L4/42, Gangaganj Colony,
Panki,
Kanpur

VENDOR

2-

Kailash Nath Tripathi
S/o. Sri Murlidhar Tripathi
R/o. 707 B.W.S, Barra-II,
Kanpur Nagar.

CONSENTING PARTY

PURCHASER

Drafted by me & Typed in my office

(Manoj Kumar Mishra)
Advocate
Court Compound, Kanpur Nagar

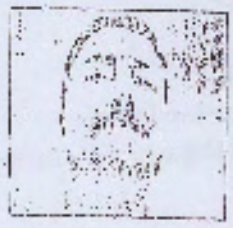
Delhi

Registration No. 3177 Year 2011 Book No. 1

0201 सेवायें चार्टर्ड अकाउंटेंट प्रोफेशनल अकाउंटेंट सर्विसेज

116/22a और एस.एस.आर. कानपुर

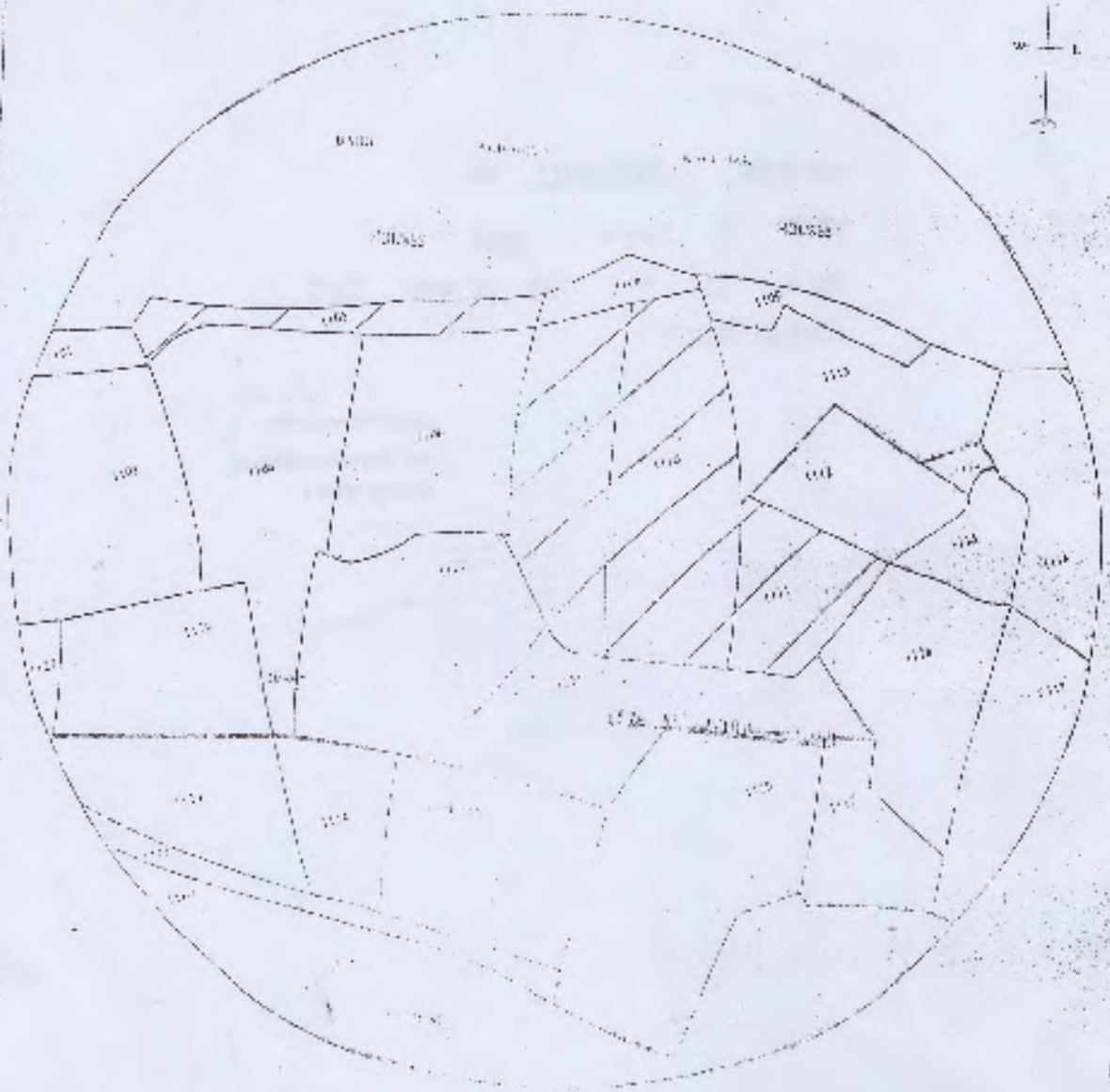
कानपुर



MAP OF ARAZI NO'S. 1165 , 1167 , 1110 & 1111 , BAIRI SARPUR BANGAR ,KANPUR-NAGAR ALONG WITH LOCATION OF 200 M. RADIUS

S.No.	AREA	
1165	0.017	HECTARE
1167	0.359	HECTARE
1110	0.053	HECTARE
1111	0.132	HECTARE
TOTAL	0.561	HECTARE

N



आज दिनांक 30/06/2011 को

पारी सं 1 जिल्द सं 4965

पृष्ठ सं 31 से 148 तक डाक 3322

रजिस्ट्रीकृत किया गया ।

अध्यक्षित (प्रभारी)
उप निबन्धक (जोन-2)
कानपुर नगर ।