



1. OFFICE NAME : SUB-REGISTRAR, ZONE-IV,
KANPUR NAGAR
2. DATE OF PRESENTATION : .11.2020
3. DATE OF EXECUTION : .11.2020
4. NAME OF PRESENTER : **SHRI ANAND KUMAR GUPTA**, adult, son of Sri Ram Nath Gupta, resident of 14/75, Civil Lines, Kanpur Nagar.
5. NATURE OF DOCUMENT : SALE DEED
6. SALE CONSIDERATION : Rs. -----/-
7. MARKET VALUE AS PER CIRCLE RATE : Rs. -----/-
8. NAME OF VENDOR : **AISHWARYA COLONISERS (P) LTD.**, having its registered office at 117/K/13, Gutaiya, Kanpur Nagar through its authorized Director - **Shri Anand Kumar Gupta**, adult, son of Sri Ram Nath Gupta, resident of 14/75, Civil Lines, Kanpur Nagar.
9. NAME OF VENDEES: **Mr. -----** son of -----
resident ----- Nagar,
Kanpur Nagar.

DESCRIPTION OF PROPERTY :

1. Place : Gutaiya, Kanpur Nagar
2. Chak Number : 117
3. Nagar Nigam Number : 117/K/13
4. Plot Number : -----
5. Area of the Plot : -----
6. Nature of Use : Residential
7. Nature of Construction : open plot
8. Width of Road : ----- ft. wide road
9. Boundaries of the Entire Premises known as 'INDRADHANUSH'
 - NORTH : Temple thereafter Railway Line
 - SOUTH : 60 feet wide Road thereafter other land of Premises No. 117/K/13
 - EAST : Part of Land INDRADHANUSH' apartment
 - WEST : *Partially Canal & Part Land thereafter Seller's Plot No. G-3 ('B')*

10. Boundaries of the demised Plot No. hereby sold: -

NORTH :
SOUTH :
EAST :
WEST :

DETAILS OF STAMP DUTY PAID :

- | | |
|------------------------------|------------------------------|
| 1. Fixed Circle rate of land | : Rs. 49,400/- per sq. metre |
| 2. Value of Land | : Rs. -----/- |
| 3. Stamp Duty Payable | : Rs. -----/- |
| 4. Total Stamp Duty paid | : Rs. -----/- |

Note : There is neither two side road nor park facing the demised property.

THIS INDENTURE OF SALE is made and executed at Kanpur Nagar
BETWEEN

Aishwarya Colonisers Pvt. Ltd., a registered Private Limited Company, duly incorporated under the provisions of Indian Companies Act, 1956, having its Registered office at 117/K/13, Gutaiya, Kanpur Nagar through its authorized Director - Shri Anand Kumar Gupta, adult, son of Sri Ram Nath Gupta, resident of 14/75, Civil Lines, Kanpur Nagar, hereinafter referred to as the "VENDOR" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its directors, successors, assignees, nominees, administrators, and agents etc.) the party of the FIRST PART.

AND

-----, Kanpur Nagar hereinafter referred to as the "VENDEES", which expression unless repugnant to the context, shall mean and include their her, legal representatives, successors, executors, and assigns etc., the party of the SECOND PART.

WHEREAS Vendor, the Party of the First Part is the absolute owner in possession of Plot No. G-3 (B) admeasuring 4269.86 square metres, forming part of Premises No. 117/K/13, Gutaiya, Kanpur, fully described and detailed at the foot of this Deed and for better clearness shown on the plan annexed hereto, besides other flats of aforesaid building, on facts given herein below.

WHEREAS Originally, besides various other persons Shri Babulal Beharilal, son of Late Laxman Prasad, resident of The Mall, Kanpur was then Zamindar of Village VINAYAKPUR and KAKADEO, Kanpur (Now District Kanpur Nagar).

AND WHEREAS aforesaid Zamindar and various others granted perpetual lease in respect of certain plots of land situated in Village Vinayakpur, Kakadeo, Distt. Kanpur as aforesaid to M/s Union Indian

Sugar Mills Co. Ltd., by 8 (eight) separate perpetual Lease Deeds with a

right to sub-lease, besides various other terms and conditions were agreed which were enumerated in the said lease deeds, and which were duly registered in the office of the Sub-Registrar, Kanpur.

AND WHEREAS later of Shri Babulal Biharilal, unfortunately, died and his Zamindari rights devolved upon his three sons, namely Shri Shyam Sunderlal, Shri Madanlal and Shri Jagmohanlal who all became lessors/Zamindar of the said plots of land.

AND WHEREAS the aforesaid Shri Shyam Sunderlal, Madanlal and Jagmohanlal, sons of Late Babulal Biharilal, sold their respective Zamindari rights in respect of the various plots of land situated in Village Vinayakpur and Kakadeo, District Kanpur to one Shri Rai Saheb

Ram Prasad Singh, by a Sale deed dated 01.09.1941 which was duly registered in the office of Sub-Registrar, Kanpur on 10.09.1941 at Book No.1, Volume No.480 at Serial No.2260 on pages 249 to 261.

AND WHEREAS the aforesaid M/s Union Indian Sugar Mills Co. Ltd., on account of heavy losses went in liquidation under the orders of Hon'ble High Court of Allahabad passed in case 181/1931 the properties of the said Company were sold to Shri Kamalpat and Shri Motilal partners of M/s Kamalpat Motilal and all lease rights of the 8 lease deeds besides other lease deeds were also transferred to them through sale deed dated 18.05.1932 which was duly registered in the Office of Sub. Registrar, Kanpur at Book No. 1, Volume No. 728 at page No.264 to 293 at serial No.1365. M/s Motilal Padampat Sugar Mills Company Pvt. Ltd. was incorporated on 16.02.1932. The aforesaid plots of land besides other plots of land were given to M/s Motilal Padampat Sugar Mills Company Pvt. Ltd. By M/s Kamalpat Motilal under an Exchange Deed dated 10.11.1958, which was duly registered at Salempur Distt. Deoria at Book No.1 Zild No.9, Page 229 to 251 Documents No. 370 on 27.03.1959. M/s Motilal Padampat Sugar Mills Company Pvt. Ltd. was later on incorporated as a public limited Company in the name and style of M/s Motilal Padampat Sugar Mills Company Ltd. on 19.05.1973. Subsequently the name of the Company was changed in the name and style of M/s Motilal Padampat Udyog Ltd. with effect from 26.05.1973. Thus the M/s Motilal Padampat Udyog Ltd. became owner thereof and all rights, title and interest in respect of the

aforesaid plots of land besides other plots of land including house No. 117/K/13, Gutaiya, Kanpur constructed on a part these of vested in the M/s Motilal Padampat Udyog Ltd.

AND WHEREAS Rai Saheb Ram Prasad Singh, during his life time, executed his only and last WILL dated 24.06.1964, wherein he bequeathed his Zamindari rights to his two sons namely Shri M.P. Singh

and Sri B. K. Singh respectively. Unfortunately, the said Rai Saheb Ram Prasad Singh, breathed his last on 19.02.1965, leaving his aforesaid two sons namely Sri M. P. Singh and B. K. Singh as his sole heirs. Thereafter Shri M. P. Singh also died Intestate on 23.03.1983 leaving behind him, his 5 (five) sons namely Dr. Ratan Kumar Singh, Shri Vinay Kumar Singh, Vinod Kumar Singh, Bijoy Kumar Singh and Shri Ajai Kumar Singh and two daughters namely Smt. Usha Singh and Smt. Vibha Singh and widow Smt. Janki Devi respectively. Shri B.K. Singh also died Intestate on 08.03.1988 leaving his 6 (six) sons namely Shri Ashok Kumar Singh, Arun Kumar Singh, Anil Kuamr Singh, Ajai Kumar Singh, Ajit Kumar Singh and Bal Prabhakar Singh and one daughter namely Smt. Raj Laxmi and widow Smt. Sumitra Devi.

AND WHEREAS the U.P. Urban Area Zamindari Abolition and Land Reforms Act, 1956, was promulgated and was enforced by Notification No. 2203/I-A/168-6 dated 16.06.1964 and the Zamindari rights of all Zamindars of village Vinayakpur and Kakadeo were abolished and extinguished under aforesaid Act.

AND WHEREAS the M/s Motilal Padampat Udyog Ltd. became the absolute owner of all the plots of land situated in both villages Vinayakpur and Kakadeo, District Kanpur together with Premises No.117/K/13, Gutaiya, Kanpur. Since the Zamindari rights of Zamindars were abolished and extinguished under the aforesaid Act, therefore, their successors did not succeed any rights nor could they succeed any rights in respect of the aforesaid plots of land together with house etc.

AND WHEREAS all the legal heirs of Shri M.P. Singh and B.K. Singh aforesaid admitted in Suit No.1192/95 between Dr. Ratan Kumar Singh & Others Vs. Motilal Padampat Udyog Ltd. & Others in the Court of III A.C.J. (S.D.), Kanpur Nagar that their all zamindari rights were abolished and further that the M/s Motilal Padampat Udyog Ltd. become

the absolute owner and in possession of the said plots of land & House No. 117/K/13, Gutaiya, Kanpur. The said Suit was decreed on 28.04.1999 and decree of declaration and perpetual injunction was passed in Suit No. 1192/95 and the M/s Motilal Padampat Udyog

Ltd was declared to be absolute owner in possession of all plots of village Vinayakpur & Kakadeo and House No. 117/K/13, Gutaiya, Kanpur and all legal heirs of M.P. Singh & B. K. Singh were restrained by decree of perpetual injunction from interfering in peaceful possession of M/s Motilal Padampat Udyog Ltd. company in respect of the said plots of land & House No. 117/K/13, Gutaiya, Kanpur.

AND WHEREAS the Vendor M/s Aishwarya Colonisers Pvt. Ltd., the Party of the First part through its authorized Directors Sri Anand Kumar Gupta and Sri Raghvendra Garg, after satisfied the rights on decision of pending cases No. 635/02 and 580/02 in respect of the said property, purchased the Plot Nos. H-1('y') admeasuring 3685.51 square metres and Plot No. G-3 (β) admeasuring 4269.86 square metres, forming part of Premises No. 117/K/13, Gutaiya, Kanpur from M/s Motilal Padampat Udyog Ltd. through its authorized Director M/s M.K. Jhunjhuwala, vide Sale Deed dated 31.01.2006, duly registered in Photostat Book No.1 Khand 3285 on Page 267 to 562 at Serial No. 711 with the Office of Sub-Registrar, Zone-IV, Kanpur Nagar on 31.01.2006.

AND WHEREAS after purchase the said Plots of Land Vendor M/s Aishwarya Colonisers Pvt. Ltd., the party of the First Part got ----- residential complex commonly known as '-----', containing various Plots, on of Plot No. G-3 (β) admeasuring 4269.86 square metres, forming part of Premises No. 117/K/13, Gutaiya, Kanpur, according to the sanctioned plan vide permit letter No. ----- dated -----/2020.

AND WHEREAS as narrated above Vendor M/s Aishwarya Colonisers Pvt. Ltd., the party of the First Part is the absolute owner in actual physical possession of aforesaid Land, duly constructed over the Plot No. G-3 (β) admeasuring 4269.86 square metres, forming part of Premises No. 117/K/13, Gutaiya, Kanpur and Plot No. ----- of the said Land is free from all sorts of encumbrances, charges, attachments, liens, demands and has not been attached or Public Auction under any order or decree of any courts whether, civil, criminal, revenue, income tax or trade tax, nor the Vendor, the Party of the First Part, or any of its director have been restrained by any order of any court whatsoever from alienating, assigning, transferring or selling the entire or any portion of aforesaid Plot No. G-3 (β) admeasuring 4269.86 square metres, forming part of Premises No. 117/K/13, Gutaiya, Kanpur or any portion thereof including Plot No. ----- having a Land area of ----- square meters, described and detailed at the foot of this Deed in any way,

wise or manner, meaning thereby the Vendor - M/s Aishwarya Colonisers Pvt. Ltd., the Party of the First Part is fully and legally competent and authorized to sell its aforesaid subjected Plot No. ---- described and detailed at the foot of this Deed to any person whosoever.

AND WHEREAS the Vendor - M/s Aishwarya Colonisers Pvt. Ltd, the Party of the First Part in its meeting of the Board of Directors dated ----- authorized its one of the Director - SHRI ANAND KUMAR GUPTA to sell the flats of the said building and to negotiate the terms of Sale, execute Agreement(s) to Sell/Sale Deed(s), get the Agreement(s) to Sell and Sale Deed(s) registered, to receive Advance/Total Sale Consideration and to complete the entire formalities related to such sale.

AND WHEREAS on negotiations by the Vendor through its Director, VENDEES the Party of the Second Part after perusal and satisfying himself regarding the title of the property and measurement and workmanship and material used therein and also understood his rights on decision of pending cases No. 635/02 and 580/02 etc. offered to purchase the Plot No. -----, having Land area ----- square meters, hereinafter referred to as 'Subjected Property', situated in residential complex commonly known as '-----', duly constructed over the Plot No. G-3 (B) admeasuring 4269.86 square metres, forming part of Premises No. 117/K/13, Gutaiya, Kanpur Nagar for a total sale consideration of Rs. -----/- (Rupees ----- only) exclusive of stamps and registration charges.

AND WHEREAS the price offered being most reasonable and fair and none having offered better price Vendor, the Party of the First Part agreed to sell the subjected Plot/Property fully described and detailed at the foot of this Deed and for better clearness delineated on the plan annexed hereto to the VENDEES, the Party of the Second Part on above sale consideration.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in pursuance of the above understanding and in consideration of the total sale consideration of Rs. -----/- (Rupees ----- only) received by the Vendor the Party of the First part, as detailed at the foot of this Deed from the VENDEES the Party of the Second part, the receipt whereof is hereby confirm and acknowledged by the Vendor, the Party of the First Part before the Registering Authority the Sub-Registrar, Zone-IV, Kanpur Nagar and now nothing remain due to the Vendor the Party of the First Part from the VENDEES the Party of the Second Part, the Vendor through its director with his freewill without any force or coercion doth

hereby assign, convey and transfer by way of absolute sale its aforesaid subjected Plot No. -----, described and detailed at the foot of this Deed, with right to use and enjoy all the common facilities and amenities as provided in the said residential complex commonly known as '-----', duly constructed over the Plot No. G-3 (β) admeasuring 4269.86 square metres, forming part of Premises No. 117/K/13, Gutaiya, Kanpur Nagar, UNTO AND UPON and in favour of the Vendees, the Party of the Second Part and the Vendor, the Party of the First Part has put the Vendees, in actual physical possession of the subjected Plot hereby sold by way of absolute sale and now the Vendees, the Party of the Second Part her heirs, successors, legal representatives etc. are fully competent to use, occupy and enjoy the said Plot No. ----- without any hindrances, interruption or interference by the Vendor the Party of the First Part or by any person claiming title paramount to the Vendor in any way, wise or manner.

2. That Vendor the Party of the First Part, all person claiming through it shall do and execute all the such acts and deeds at the request and cost of the Vendees as may be reasonably required for more effectively to give the perfect title and possession over the property hereby sold according to the true intent and meaning of these present and more particularly will attend to get it mutated in the name of purchaser in the records of Kanpur Nagar Nigam/Kanpur Development Authority/Jal Sansthan and get separate number at her cost and expenses.
3. That Vendor the Party of the First Part has handed over vacant and peaceful possession of the said Plot with undivided proportionate share in the aforesaid land hereby sold to the Vendees and the Vendees is now the full and absolute owner of the same with right and title in respect thereof. The Vendees authorised and empowered to get her name mutated in the relevant records of the Kanpur Nagar Nigam, Kanpur Development Authority, Jal Sansthan. The Vendees shall be entitled to sell Mortgage or assign the Plot hereby purchased as absolute owner thereof and the Vendor shall have no objection of any sort in respect thereof.
4. That the Vendees is fully satisfied, with the workmanship, and all specification of the Plot and Vendees shall have no objection of any sort in respect of the same.

5. That the Vendees shall be entitled to the benefits of use of common areas facilities as given and shall also be liable for the costs, expenses, outgoing and obligations as this deed.
6. That Vendees shall use the common area and facilities without causing any nuisance or, hurdle to the other occupiers/ owners of the various other Plots of the premises commonly known as '-----'.
7. That the common passage, spaces and areas shall be used and remain common between and amongst all the owners and legal occupants of the Plots of the premises.
8. That the Vendees and other purchasers of the Plots in aforesaid complex will form and constitute a society/association for the management supervision and maintenance of the said complex known as '-----'. The Vendees shall sign all papers and document and make all payments and do all acts and things as may be necessary for the purpose and would be bound by the provisions of the bye-laws of the society. The bye-laws of the society or associations to be formed by the Vendees shall provided for the following interalia:
 - (a) Objects of the society.
 - (b) Persons who shall be eligible for the membership of society.
 - (c) Constitution of the Managing Committee thereof.
 - (d) Powers of the Managing committee.
 - (e) Obligations of the members.
 - (f) Conduct of the meeting of the managing committee and of annual general meeting and meeting of the members of the society together with business to be transected thereof.
 - (g) Regulation of affairs of managing committee.
 - (h) Accounts and audit of the society.
 - (i) Finance of the society.
 - (j) Such other matters as may be decided by the founders of the society or as mutually agreed upon.

It is further agreed that till the legal formation of the society, Vendees shall pay proportionate amount, which may be demanded from time to time by the Vendor/towards maintenance charge of the building and common areas and Facilities, in case of default in the payment thereof the common facility as given in the schedule No.3 shall be withdrawn. The cost of the maintenance shall be recovered

from the purchasers through process of law along with bank interest @ 24% P.A.

9. That is after the possession of the Plot any addition or alternation in any about or relating to the said Plot is required to be carried out be the Govt./K.D.A. or any Statutory Authority, the same shall be carried out by the Vendees at his own cost and the Vendor shall not in any matter be liable or responsible for the same.
10. That the Vendees shall be bound from time to time and at all to sign all papers, document to do all the acts, deeds and things a the society may require him to do for safeguarding the interest of the Vendor, builder or society or purchasers of the other Plots in the said complex.
11. That the Vendees undertake to maintain the said Plot/House in good and proper shape of repairs and in good condition at her cost/expenses and shall abide by laws, by-laws, rules and regulation or the Govt. / K.D.A. or any other Authority any Local Body or society to be formed under these present and as refer to herein above and shall be responsible for all deviation, violation or breach of any of the terms and conditions, Laws, By-Laws, Rules and Regulation.
12. That the Vendees shall not throw or accumulate any dirt, rubbish, rage or other refuse in the compound or any other portion of the premises.
13. That the premises shall always be known in the name of '-----' and the said name shall never be changed or modified in any way.
14. That the Vendees shall abide by the law and condition, which may be imposed by the Kanpur Development Authority/ Kanpur Nagar Nigam or by any local Govt. and shall pay all such sums, dues or charges which arise and/or accrue after the legal possession of the Flat which may be demanded by him and in case any Trade Tax is imposed upon the Vendor for execution the construction work the same shall be borne by the said Vendees.
15. That the Vendees hereby covenant to pay all proportionate local taxes i.e. General Tax Water tax, Sewer Tax etc. till separate number allotted by the local body i.e. Kanpur Nagar Nigam, Kanpur Jal Sansthan and there after shall pay and discharge in times all such taxes impose and/ or to be imposed to local authority like Kanpur Nagar Nigam, Kanpur and shall also pay and discharge regularly the entire electricity dues to KESCO or any other authority as the case may be but entire taxes and all types of liabilities of the property in

question before the possession of the Flat will be payable by the Vendor and after the date of this Deed shall be liability of the Vendees.

16. That the Stamp Duty and all other expenses of the execution and registration of this Sale Deed are borne by the VENDEE, the party of the Second Part.
17. That the road to the complex shall be in common use and the Vendees shall be entitled to use the same. No encroachment or construction shall be made in the road. No vehicle shall be parked in the said road, excepts as marked parking allotted to the Vendees.

IN WITNESS WHEREOF both the Parties i.e. Vendor M/s Aishwarya Colonisers Pvt. Ltd, the First Part through its authorized Director – Shri Anand Kumar Gupta and the Vendees, the Party of the Second Part with their respective free-will without any force or coercion after due advise from their respective well-wishers and advisors have executed this Deed of Sale by putting their respective signatures on all the pages and by putting the impressions of Left land thumb on All the page in presence of witnesses on the day, month and year first above mentioned.

SCHEDULE-I

Boundaries of the Plot No-----square metres Part of Plot No. G-3 (β) admeasuring 4269.86 square metres, forming part of Premises No. 117/K/13, Gutaiya, Kanpur wherein '-----' is been constructed, shown in key plan attached to this deed, bounded as under :-

NORTH :
SOUTH :
EAST :
WEST :

DETAIL OF THE SALE CONSIDERATION RS. -----/-
(RUPEES ----- ONLY)

Witnesses :

1. Sd/- VENDOR
2. Sd/- VENDEE