

हो न० जिल्द 2879 ए०डी०फा०वर्ग (जिल्द प्राप्त 301/357 में न०7100र जाज दिनांक 14-12-2009

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10000

Rs. 10000

TEN THOUSAND RUPEES

SHREUS UTTARAKHAND

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SALE DEED

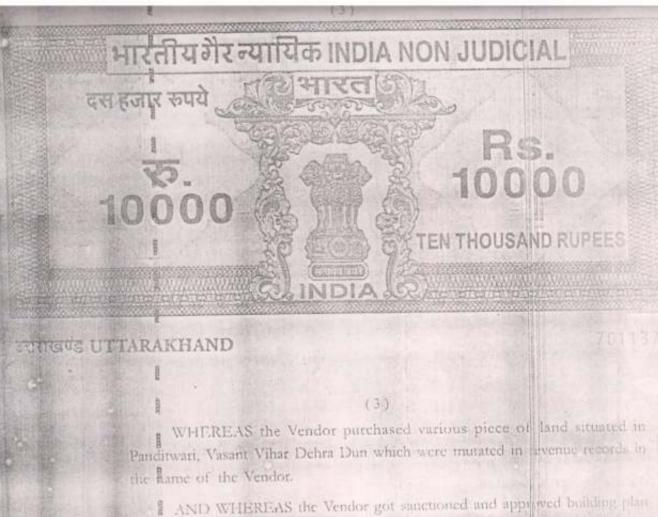
This deed of sale is made on this the 14th day of December, 2009 between Siddharth Buildwell Pvt. Ltd. PAN No AAJCS1167Q through its autiliorized signatories (1) Shri Umesh Agarwal S/o Shri Chunnilai, R/o 34 Mallean Mohalla, Dehra Dun and (2) Shri Ram Govind Taval S/o Shri Ram Niwas Taval, R/o M-119, Guru Har Krishan Nagar, Paschim Vihar New Delliston hereinafter referred to as the "The Vendor", which term shall include, unless repulgiant to the context its respective, legal representatives, executors, successors in-injuriest and assigns etc.) of the one part.

AND

Shri Kailash. C. Melana S/o Shri L.L. Melana having PAN No ABKPM9684K and Mrs. Sunita Melana W/o Shri Kailash. C. Melana having PAN No. ABCPM9356A, both R/o E-11, UPSIDC Industrial Area, Selague, Debradou 248197 (hereinafter referred to as the "The Venders", which term shall include unless repugnant to the context his respective heirs, legal representatives executors or successors in-interest and assigns etc.) of the other page

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and WHEREAS the Vendor got sanctioned and approved building plan of Group Housing from Mussoprie Dehra Dun Development Authority. Dehra Dun vide sanction letter no. 303/2005-2006 dated 27.64-2606 and got konstructed multi storeyed residential apartments—ardance with sanctioned building plan, on the said land under the name and style of Siddharth Paracise, Panditwari Road, Vasant Vihar, Dehra Dun.

AND WHEREAS the Vendees expressed his desire to purchase Apaltment No. 401 having total covered area of 1445 Sq. feet or 134.29 Sq. Mrs. situated on Fourth floor of Alaknanda Block in said Siddharth Paradise situated on Panditwati Road, Vasant Vihar, Debra Don, morefully described in the schedule given at the foot of this deed;

Vendor has agreed to purchase and the Vendor has agreed to sell the above mentioned residential apartment to the Vendees for the price mentioned hereinafter, free from all type of liens, attachments, loans, encombrances, mortgages, ceiling and acquisition proceedings and agreement of sale etc. etc.;

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AND WHEREAS the Vendor is the absolute owner of the aforesaid apartment described in the schedule below and has every right to sell the same:

AND WHEREAS the parties entered into an oral agreement and agreed upon the terms and conditions governing the contractual relationship between the pagies and the said terms and conditions also form part of the present conveyance.

AND WHEREAS the Vendor Company vide resolution dated 13 10-2008 of its Board of Directors has appointed Shri Umesh Agarwal and Shri Ram Gelvind Tayal as authorised signatories of the Vendor company to execute on belialf of the Vendor Company this conveyance and any other required document relating to the transfer of the said apartment in favour of the Vendees.

NOW THIS DEED WITNESSES AS UNDER :-

That in pursuance of the said agreement and in consideration of the sum of Rs. 24,00,000/- (Rupecs Twenty Four Lacs only) paid by the Vendees to the Vender as under:

By Cash on 21-11-2009

Rs. 1 (9),000/-

By Cheque No. 137148 dated 30-11-2009

drawn on Axis Bank

Rs. 16. 0.000/-

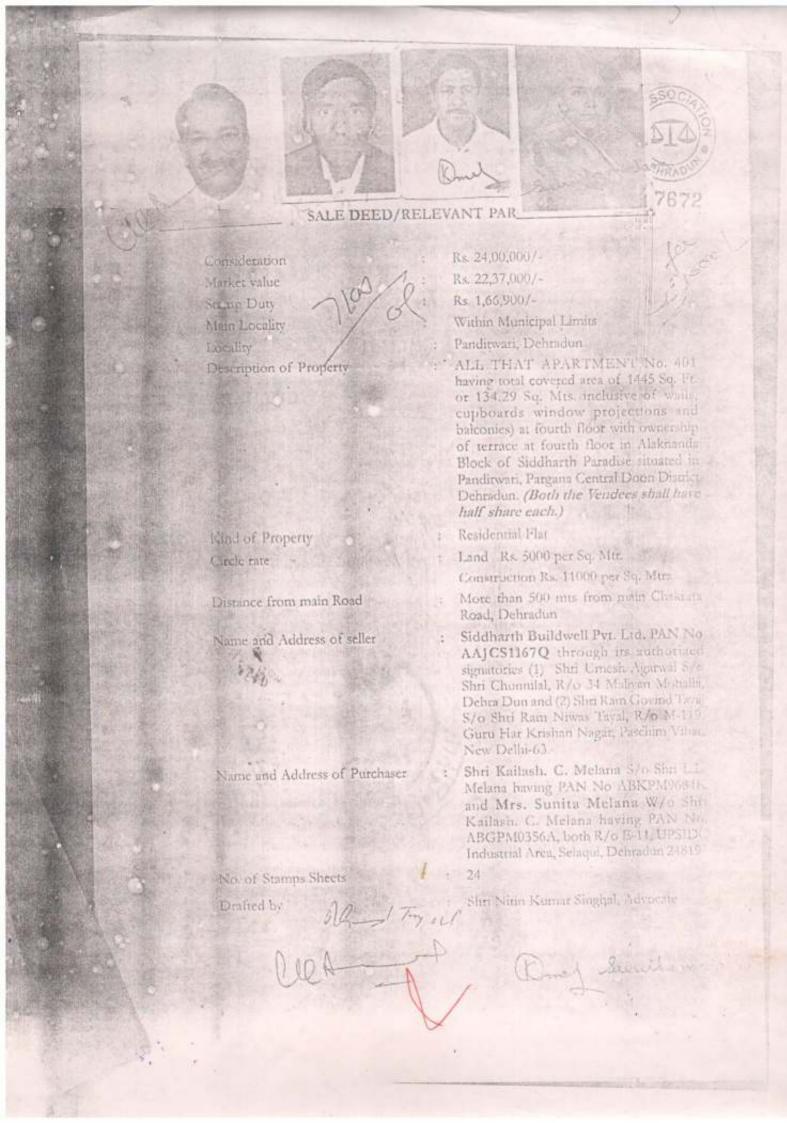
By Cheque No. 002037 dated 12-12-2009 drawn on Axis Bank

Rs. 3,00,000/

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18 miles & horast 100 11 me confeel 30 प्रतिक स्टब्स्ट (100) ---2400000.00 मास्तियत (स्टाम्प दिया गया) 40000000 al line with the Electronic Processing Fee कल योग 10.00 520.60 LIMI Language K. T. 170 10530.00 क्षित्रती/कृतारी कलाश वी मेलाना पुनिप्नी/पत्नी औं एल एल मेलाना निवासी सेलाकुद देहरादून े अगज दिमाँक 14/12/2009 समय वालिय उप नियन्यक रहर 2 देहराइन । प्रस्तुत की केलाश की मेलाना लेखपत्र का नियादन उक्त के किया भी मेलाना ,sto एल एल मेलाना , सेलाकुइ देहरादून / सुनीता मेलाना , W/o केलार ही मेलाया , उक्त ल्बीकार किया तथा विलेख का निष्पादन तथा उसमें वर्णित विक्रय to 90 2400000.00 पुर्विताद मेरे समान-प्राप्त कर हो। उमेश अग्रवाल .s/o चुनोलाल . 34 मालियान मोहल्ला देहरादून / राम गोविन्द लायल .s/o श्रीराम लिवास लायल . मूम 119 मुरु हर किशन नगर पश्चिम विहार नई दिल्ली ने स्वीकार किया । ्रजान श्री डिम्पल गर्मा of the said of the said ि प्रसी पटेल स्थार देहराइन औं आग बहार प्रज श्री पवन यहात्र विधासी प्रमानमा देहरादम अपनियधन सहर 2 रेक्स्स राम गाँधिन्द शायात केलाग भी मेलाना मोम भगदर 7 17 E







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By Cheque No. 326534 dated 12-12-2009 drawn on Punjab National Bank

Rs. 4.00.000/-

Rs. 24.00

the receipt whereof is hereby acknowledged by the Vendor in full and final payment of the sale consideration and the Vendor hereby conveys, transfers and assigns to the said Vendees, Shri Kailash, C. Melana S/o Shri L.L. Melana and Mrs. Sunita Melana W/o Shri Kailash C. Melana, both R/o E-11, UPSIDC Industrial Area, Selaqui, Dehrstian 248197 said apartment no. 401 having total covered area of 1445 Sq. Veet or 134.29 Sq. Mts. situated on Fourth Floor of Alaknanda Block (hereinafter called the said Apartment), with all the rights, title, interest, easements and appurtenances etc. thereto belonging to the Vendor in respect of the said apartment to have and to hold the same to the Vendees absolutely and forever.

That the aforesaid Block consists of four floors and each floor consists of four apartments. Thus the aforesaid entire Block consists of 16 apartments in all. These 16 apartments are proposed to be sold as individual pairs. The land underneath the aforesaid entire Block consist of 561.71 Sq. Mis. in which the ownership of the Vendees shall be to be extend of 6.25%.

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That the said apartment is being sold free from all sorts of disputes and claims, attachments, loans, encumbrances, charges, and liens etc. and is neither subject matter of any proceedings of ceiling, acquisition or requisition, nor is subject matter of any court attachment or auction sale and the Vendor have a subsisting, clear and marketable title over the laid apartment and the same is being sold as such.

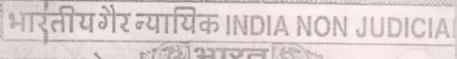
That in case the Vendees suffers any loss due to defect in the title of the Vendors as assured above, the Vendor shall pay the proportion te sale consideration as damages to the Vendees.

That the Vendor have given actual possession of the Property hereby sold to the Vendees. The Vendees shall be entitled to use and enjoy the Property hereby sold without any let or hindrance, interference or interruption. from the Vendor or any person claiming through or under them.

That all the taxes, cesses, land revenues and other charges, etc., if also, upto the date of this deed and in respect of the said apariment shall be paid by the Vendor and hereafter all sums on all accounts shall be paid by the Vendees. The Vendees shall pay the demanded taxes of all and every kind whatsoever, whether levied or leviable now or in future, on the land or building(s), as the case may be, from the date of the this sale deed and

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so long as each apartment is not separately assessed for such place, for the land and/or building(s), the same shall be payable and be paid by the Vendees in proportion to the area of his apartment. Such apportionment shall be made by the Vendor or maintenance agency, as the case may be, and the same shall be conclusive, final and binding upon the Vendors.

That the Vendees do not have any claim against the Vender as to any item of work, material, installation etc. etc. in or in respect of the said apartment on any ground whatsoever.

8. If That the Vendees having taken possession of the said aparament shall, have no objection to the Vendor constructing or continuing with the other construction adjoining the apartment hereby sold or at any other place in the said Siddharth Paradisc.

9. That Vendor shall be entitled to connect the electric, water, sanitary, drainage, fittings ere, to additional structure/stories with the existing electric, water, sanitary or drainage, system etc. at its will and cost.

That if other addition or alteration in, about or relating so the said apartment or in Siddharth Paradise complex are required to be carried out by the Government/MDDA/Municipal Authorities or any other Statutory

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Authority or in any way pursuant to any statutory requirement, the same shall be carried out by the Vendees in cooperation with other apartment holders in the manner as may be prescribed or required, according to building byelaws at his own costs and the Vendor shall not be liable or responsible for the same.

That save and except in respect of the particular apartment hereby purchased by the Vendees, the Vendees shall have no claim, right, title or interest of any type or nature, on any common area, such as lobbies, stangease, lifts, corridors, club, swimming pool, open spares, public amenities and other facilities etc. and the same shall remain the property of the Vendor whose responsibility will be to maintain and tokeep the same on such terms as may be pre-cribed and may be mutually decided, for the use by the apartment holders until the same are transferred or assigned by the Vendor to any other body, association, society or agency as may be decided by the Vendor or as may be required under any Statutory program, and their part for formation of association/ society for maintenance and control of use, of such common facilities in Siddharth Paradise. However, the Vendoes shall be entitled to use parking space on the ground floor gearmarked for the said apartment for parking of his car or scooter.

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That the Vendees shall be the owner of the terrace and shall be entitled to use the open terrace of their apartment subject to right of common use of common area for other apartment holders of the block such as keeping water storage tank, DTH. Antena and other such amenites as may be prescribed by the Vendor or the society.

That the Vendor alone shall be entitled to obtain the refund of various securities deposited by it during construction of the apartments with various Government/Local Authorities for electric, water and sewer connection, etc or any other deposits, refunded back to the Vendor from various Government/Local Agencies.

- 14. (a) 'That the Vendees shall not store in the apartment any goods, which may be of combustible nature or which are so heavy as to affect the construction or structure of the said Block or any part thereof.
 - (b) The Vendees shall not do or cause to be done or suffer involving in or about the said apartment which may tend to cause damage to any flooring or ceiling of any apartment over, below or adjacent to their apartment, or which may in any manner interfere with the use thereof or of any open space, passages or amenities available for the common use.

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(c) The Vendees shall not at any time demolish the apartment or any part thereof nor will at any time make or cause to be made any addition or alteration of whatever nature to the said apartment or any part thereof.

(d) The Vendees shall not do or permit to be done the following acid

The closing of verandas or lounges or balconies or common passages or common corndors, even if a particular floor/floors are occupied by the same Vendecs.

ii. Make any alteration in the elevation and outside. It has seberae of the exposed walls of the verandah, lounge or any external wall, on both the faces, of the external doors and windows of the apartment hereby purchased by the Vendees, which in the opinion of the Vendor differ from the colour scheme of Siddharth Paradise.

(e) Neither the Vendees nor occupier of his apartment shall put up name place or signboard, publicity or advertisement material anywhere in the common areas except at the outer door of his own apartment, without prior permission in writing of the Vendor or his nominee.

(f) The Vendees shall not fix/install the air-conditioners/coolers at any place other than the space(s) provided for in the design of the apartment/

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Block or project or open them in the inside passages, common areas or in the staircase, and shall ensure that no water drips from any conter/sir conditioner. Outside the apartment hereby sold.

(g) The Vendees shall not use the said apartment or permit the same to be used for any purpose other than residential as permitted by the Development Authority or Govt./I ocal agencies.

That the said complex shall always be known as "SIDDHARTH
PARADISE" and this name shall never be changed by the apartment
owner(s) or anybody else. The name of the Complex and the Vendor's
name shall always be displayed at the prominent place as may be decided
by the Vendor.

That the Vendor shall have the first lien and charge on the said apartment, in the event of the Vendoes parting with any interest therein, for ill its dues as are and/or that may hereafter become due and payable by the Vendoes to the Vendor.

That the Vendor coverants with the Vendees that on the Vendees paging the dues and performing the terms and conditions of this conceyance on his part, the Vendees he shall percefully hold and enjoy the said that

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without any interruption by any person claiming through under or in trust for the Vendor.

That the terms and conditions contained berein shall also be binding on every occupier of the apartment and in case of any default by the occupier, the same shall be treated as that of the Vendees, unless it is otherwise in the context.

That the delay or indulgence by the Vendor in enforcing the terms of this conveyance or any forbeatance or giving of time to the Vendoes, shall not be construed as a waiver on the part of the Vendor, of any breach or non-compliance of any of the terms and conditions of this conveyance by the Vendoes nor shall the same, in any manner prejudice the uguts of the Vendor to take appropriate action in the matter at any time.

That it is clarified that the cost/ charges of obtaining individual electric connection and meter installation and charges of the maintenance for the fighting equipment, power backup for the said apartment, membership of the club/ society etc. are not included in the basic sale price mentioned herein and same shall be separate hability of the Vendees.

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OTHER TERMS & CONDITIONS OF THIS CONVEYANCE ARE AS FOLLOWS :-

The Vendecs shall use the said apartment according to laws, rules and regulations of the Local Municipal Body and Development Authority

The maintenance, upkeep, repair, security etc. of the Siddhard Paradise in general and of the Block and apartment in particular tocholing the landscaping and common area of the Block and erslony will be organised by an Association of apartment owner's as and when formed at its own risk and costs.

The Vendees shall extend full co-operation in forming an association/ society of the Vendor and apartment owners in Siddharth Paradise Colony and shall pay regular subscription and dues thereof, for performing and carrying out various terms and conditions of this conveyance connected the cwith.

In future if any decoration of the exterior of the building is warranted, the Vendees shall not decorate the exterior of the building himself but the same shall be decorated by the Association of apartment owner's as and when formed and unto then by the Vendor and the occupiers of the particular apartment /Block shall jointly bear the cost.

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- 5. The Vendees shall not post any advertisement or poster of any kind in the premises of the Siddharth Paradise without permission of the Association/ Vendor.
- The Vendees shall not make or allow the making of any noise at high pitch or do any work or thing or act or conduct himself of allow any other person in the apartment to conduct or do anything in such a way that might reasonably cause irretation, annoyance or disturbative to any other resident or occupier of the said Block/ Colons.
 - The Vendees shall not hang clothes and garments from the windows or balcomes of the said apartment in a manner which might cause inconvenience or tritation or annoyance to any other occupier or resident of the said Block or Colony or adversely effect the outer beauty and look of the Block.
- 8 | The Vendees shall not take up any syring for electrical or telephonic installation T.V. Antenna, Air Conditioning unit or other plant or machinery on the exterior of the said apartment that protrudes through the walls or roof or floor of the apartment except with the written permission of Association/ Vendor.

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9. The Vendecs shall not arrange or hold any public function in any part of the said Block or Colony except with the permission of the Association/ Society/ Vendor.

The Vendees shall not use the said apartment for illegal or immoral purposes or for storing any inflammable or hazardous goods, majorials or articles and shall not bring in the said apartment, Block or Colony any item of whatsoever nature which might cause harm to other occupiers or residents of the said Block/ Colony.

The Vendees shall get the said Apartment fully insured for 150% of the market value or consideration value, which ever is higher at its cont.

THE VENDEES DO HEREBY, INTER ALIA, COVENANTS WITH THE VENDOR:-

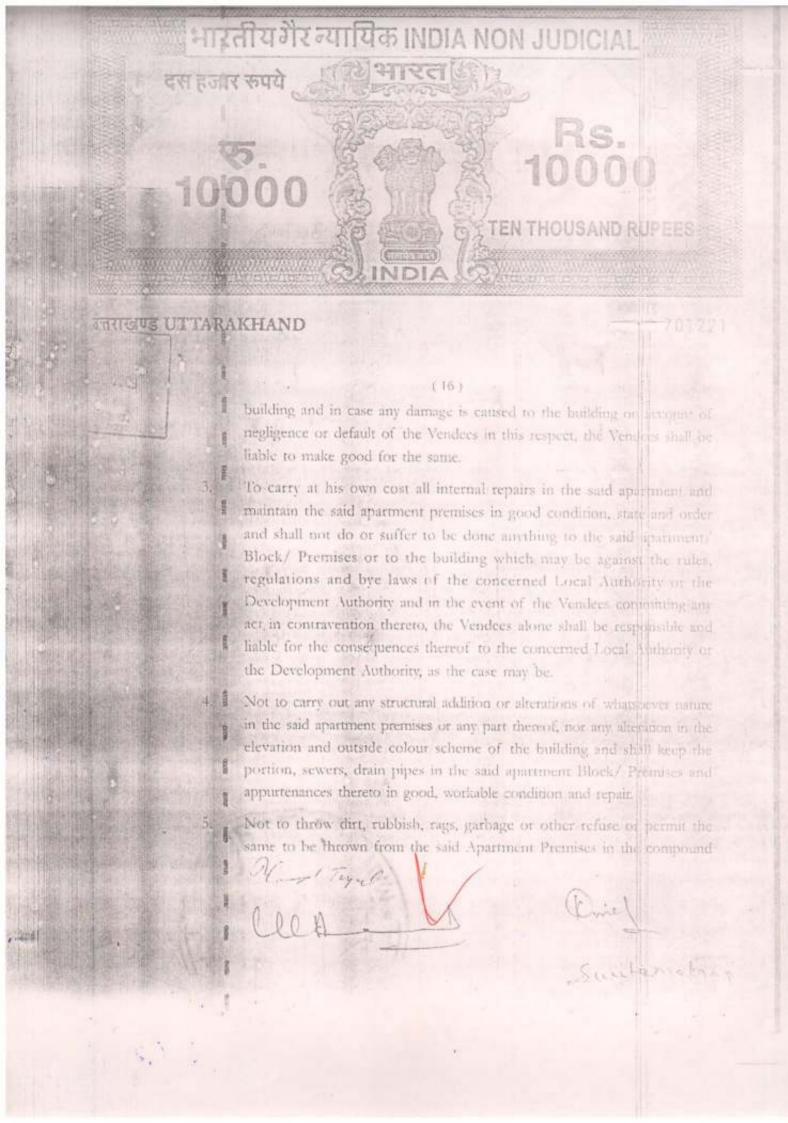
To maintain at his own costs the said apartment in good, habitable repair and confined leagues in view that the walls, flows and colleges/ roof are continued.

2.1 Not to store in the said apartment, parking space/other common space any good which is of hazardous, combustible or dangerous nature and shall not earry or cause to be carried heavy nackages which a cause damage to the staircase, common passages or any other structure of the

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or any portion of the said Block or Colony and except at an as/places-earmarked for the purposes in the said complex.

To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which may be imposed by the concerned Local Authority and or/Government and/or other Public Authority.

The Vendees shall observe and perform all the rules and reput in which the Association/ Society may adopt and the additions, aidelations or amendments thereof, as may be made from time to time for protection and maintenance of the said Block/ Colony. The Vendees shall also observe and perform all the stipulations and conditions laid down by the Association/ Society shall pay and contribute regularly and potentially his does to the Association/ Society.

Not to transfer, assign and/or part with interest or benefit factor of the said apartment/ Premises until all the dues payable by the Venders, either to the Vender and/or the Society are fully paid up and only if the Venders had not been guilty of breach of or non-observance of any of the terms and conditions of this deed and until the Venders has intimated to the Vendor and/or to the Society.

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9. In case of sale of the apartment by the Vendees, the Vendees shall inform the Vendor of the proposed sale and the Vendor shall have first right to purchase the same on available price. After formation of the sociate this term shall be applicable instead of Vendor to the Society.

DETAILS FOR THE SUB-REGISTRAR OFFICE :-

- (a) The property hereby sold is situated at a distance of more than 500 Mos. from Chakrata Road, Dehradun in Panditwari, Pargana Central Doon, District Dehradun.
- (b) The property hereby sold is not hit by the provisions of ULC Act, 1976 and no cases are pending under section 10(3) and 15(3) thereof.
- (c) That structure constructed is of good entegory.
- (d) That property hereby sold is situated within the limits of the Muricipal Corporation, Dehradun.
- (e) That there is no violation of the provision of The Uttananchal (The Uttananchal (The

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- Total Govered area is 3628.63 Sq.Mr. and total open common area is 11493.24 3628.63 = 7864.61 Sq.Mt.
 - (g) That there are 136 flats in total, constructed in said Siddhartha Paradise and average open common area in respect to flat hereby sold is 7864.61 Sq.Mt./136= 57.83 Sq.Mt.
 - That the circle rate fixed in the locality is Rs. 5000/- Sq. Mts. according to which the value of the land hereby sold comes to (134.29 × Rs. 5000) = Rs. 6,71,450/- less 30% cost of the land i.e. Rs. 4,70,055/- (the property being on the Fourth floor) while the cost of construction comes to (134.29 × Rs. 11,000) = Rs. 14,77,190/-. Value of the open common area of the share of the flat hereby sold comes to (57.83 × 5000) = Rs. 2,89,150/-. Thus the total market value of the property as per circle rate comes to Rs. 22,36,355/- say Rs. 22,37,000/-, which is less than the agreed sale price, hence for purposes of stamp duty the deed is valued at Rs. 24,00,000/-, on which the requisite stamp duty of Rs. 1.66,9(8)/- is being paid as under:

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(i) 1/2 (half) Share of Vendee No. 1 on Circle Rate of 22,37,000/- i.e. Rs. 11,18,500 @ 8% =

(ii) 1/2 (half) Share of Vendee No. 2 on Circle Rate of 22,37,000/- i.e. Rs. 11,18,500 @ 6.25% =

(iii) On remaining sale consideration of Rs. 1,63,000 @ 4.5%

Rs. 89,5007

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Rs. 7,400%

SCHEDULE OF APARTMENT

ALL THAT APARTMENT No. 401 having total covered area of 1445 Sq. Ft. or 134.29 Sq. Mts. inclusive of walls, cupboards, window projections and balconies at Fourth floor, with ownership of Terrace at fourth floor subject to right of other apartment holders on common area as stated above, in Alakanda Block of Siddharth Paradise situated in Panditwari, Pargana Central Doon District Dehradun, delineated in redveolour on the map attached with common passage and wall shown in yellow golour and service areas shown in green colour.

Note :- Both the Vendees shall have half share each.

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Finger Prints in compliance of Sec 32-A Registration Act 190%

Name & Address of the Vendor

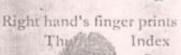
(1) Shri Umesh Agarwal S/o Shri Chennilal, R/o 34 Maliyan Mohalla, Delha Dun

Left hand's finger prints

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(2) Shiri Ram Govind Tayal S/o Shri Ram Niwas Tayah R. & M Gura Kristian Nagar, Paschim Vinor, New Delbist

Left hand's finger prints
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Index

Middle

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Right and finger prints

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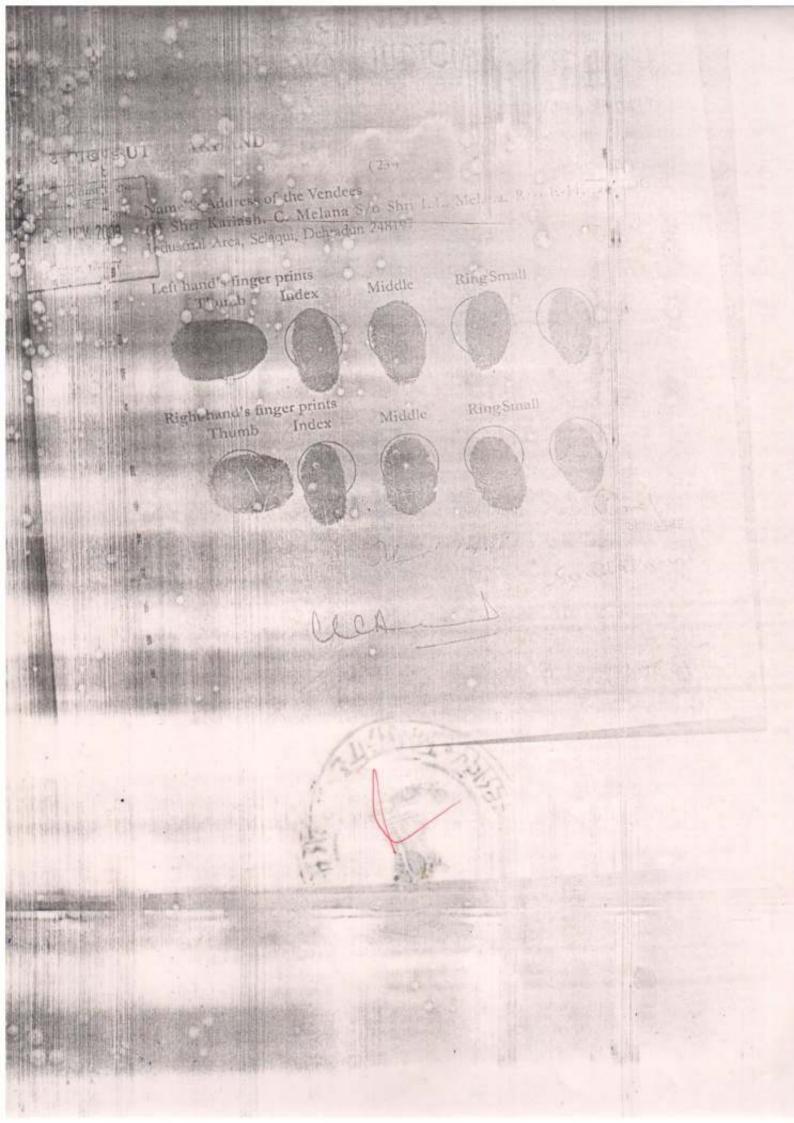


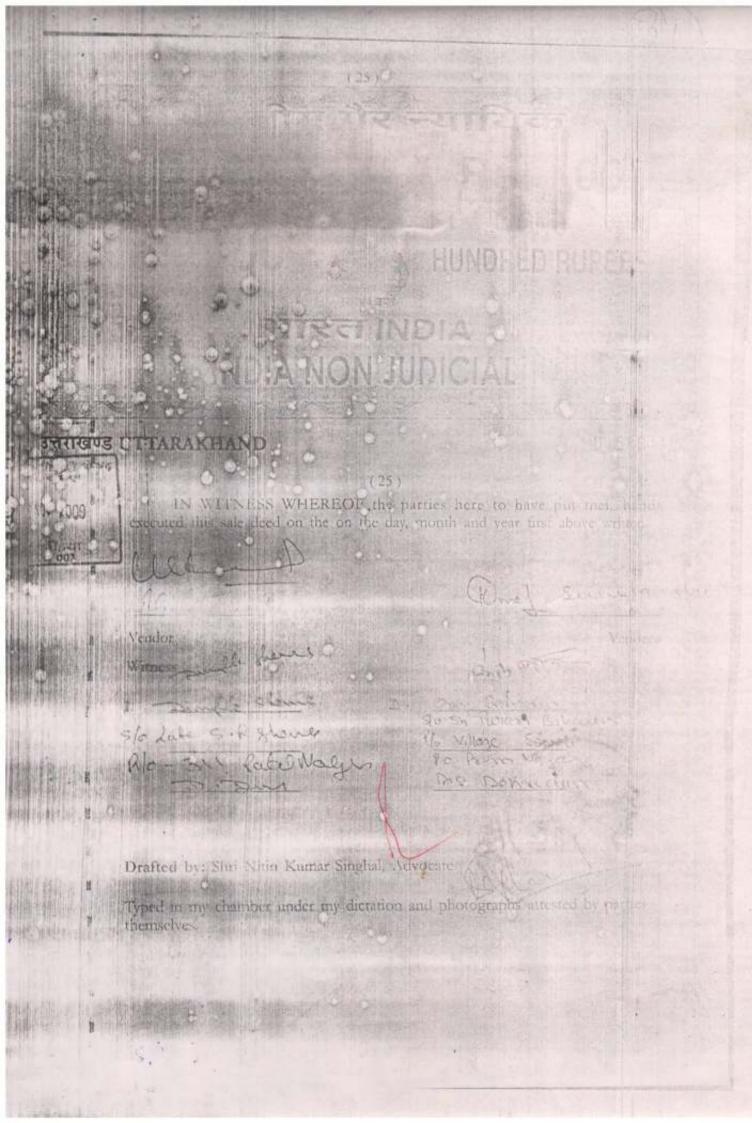




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