



SALE DEED

Fr. A 46159

1. Value of Sale Deed
2. Market value/Circle rate on which Stamp Duty has been paid
3. Stamp duty paid
4. No. of stamp sheets.
5. Nature of property
6. Description of property being sold

Rs. 18,70,000/-
Rs. 18,94,000/-

Rs. 95,000/-
12
Residential Flat

1560
2013

The all that flat/apartment bearing No.A-206, Block "A", 2nd. Floor, having One Bed Room set with attached toilet, One Kitchen, one drawing cum dining room, having Super Area whereof is 690 sft. sq. ft or 64.103 sq.mts; covered area 39.67 sq.mts. and common covered area 24.43 sq.mts. situated at Pacific Estate (brought up by Vendor), part of Khasra No. 540,541,546 to 550 Village/mauza Kanwali, Pargana Central Doon, situated on Anurag Nursery Road (on Balliwala Chowk- Vasant Vihar Chowk) Distt. Dehra Dun

7. Name of Seller

M/s. PACIFIC DEVELOPMENT CORPORATION LTD; (formerly known as M/S Naman Buildcon Ltd.), (PAN No. AAACN3524H) a Company duly incorporated under the Companies Act, 1956 vide No. U74999DL1996PLC077149 at Registrar of Companies, NCT of Delhi and Haryana and having its Registered Office at Plot No. 5, Sagar Complex, LSC, New Rajdhani Enclave, Main Vikas Marg, Delhi, 110 092 through Sh. Manish Kumar Jain son of Shri Satish Chand R/O Jakhan, Rajpur Road, Dehra Dun.
I.D. D/L No. UA-0720080050044-RTO, Dehra Dun

8. Name and address of Purchasers

- (1) VIPIN KUMAR SHARMA, son of Late Shri Jagdish Prashad Sharma
PAN:ALOPS7881A
- (2) AMIT SHARMA, son of Shri Vipin Kumar Sharma
PAN:AXBPS8655D

Both Resident of B-84, Sarswati Lok, Delhi Road, Meerut, U.P.

9. Entire sale consideration of Rs.18,70,000/- has been received in full before execution of this Sale Deed.

Signature of SELLER

Signature of PURCHASER

Drafted by: S.K. Sharma, Advocate, 09458383871

1050 1,560

(भाग-1)

कम संख्या - 50/ 15

(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

प्रस्तुत करने का दिनांक

19-February-2013

प्रार्थी का नाम

विपिन कुमार शर्मा

Sale (Immovable)

/ Sale (Residential Building)

प्रार्थी की पत्नी

1,870,000.00 / 1,894,000.00 / 0.00

1. रजिस्ट्रेशन शुल्क

10,000.00

2. प्रतिलिपि शुल्क

10.00

3. इलेक्ट्रॉनिक शुल्क

440.00

4. निरीक्षण या तलाश शुल्क

0.00

5. मुख्तारनामा के अभिपणालोकरण के लिए शुल्क

0.00

6. कमीशन शुल्क

0.00

7. नकल शुल्क

0.00

8. विविध

0.00

9. यात्रिक भत्ता

0.00

10. कम रजिस्ट्रीकरण शुल्क

0.00

11. योग

10,450.00

शुल्क वसूल करने की दिनांक

19-February-2013

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र वापस करने के लिए तैयार होगा

19-February-2013

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबंधक,

प्रथम देहरादून

मुख्य कोषागार, देहरादून

14 FEB 2013

जि.स. विभाग

THIS SALE DEED is executed on this 19th day of February 2013.

BETWEEN

M/s. PACIFIC DEVELOPMENT CORPORATION LTD; (formerly known as M/S Naman Buildcon Ltd.), (PAN No. AAACN3524H) a Company duly incorporated under the Companies Act, 1956 vide No. U74999DL1996PLC077149 at Registrar of Companies, NCT of Delhi and Haryana and having its Registered Office at Plot No. 5, Sagar Complex, LSC, New Rajdhani Enclave, Main Vikas Marg, Delhi, 110 092 through Sh. Manish Kumar Jain son of Shri Satish Chand Jain duly authorized officer of the Seller/Company who has been authorized vide Board's Resolution dated 8th December 2012 hereinafter referred to as the "VENDOR", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns, of the ONE PART;

AND

- (1) VIPIN KUMAR SHARMA son of Late Shri Jagdish Prashad Sharma
PAN: ALOPS7881A
- (2) AMIT SHARMA, son of Shri Vipin Kumar Sharma
PAN: AXBPS8655D

Both resident of B-84, Sarswati Lok, Delhi Road, Meerut Uttar Pradesh (hereinafter referred to as "VENDEES", which expression shall, unless it be repugnant to the context or meaning thereof, mean and shall include his/their respective legal heirs,

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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15000

पन्द्रह हजार रुपये

FIFTEEN
THOUSAND RUPEES

Rs.
15000

INDIA

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उत्तराखण्ड UTTARAKHAND

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SALE DEED

THIS SALE DEED is executed on this 19th. day of February 2013.

BETWEEN

M/s. PACIFIC DEVELOPMENT CORPORATION LTD; (former known as M/S Naman Buildcon Ltd.), (PAN No. AAACN3524H) a Company duly incorporated under the Companies Act, 1956 vide N U74999DL1996PLC077149 at Registrar of Companies, NCT of Delhi a Haryana and having its Registered Office at Plot No. 5, Sagar Complex, LS New Rajdhani Enclave, Main Vikas Marg, Delhi, 110 092 through S Manish Kumar Jain son of Shri Satish Chand Jain duly authorized officer the Seller/Company who has been authorized vide Board's Resolution dat 8th. December 2012 hereinafter referred to as the "VENDOR", wh expression shall, unless it be repugnant to the context or meaning there mean and include its successors-in-interest and assigns, of the ONE PART;

AND

- (1) VIPIN KUMAR SHARMA son of Late Shri Jagd Prashad Sharma
PAN: ALOPS7881A
- (2) AMIT SHARMA, son of Shri Vipin Kumar Sharma
PAN: AXBPS8655D

Both resident of B-84, Sarswati Lok, Delhi Road, Mee Uttar Pradesh (hereinafter referred to as "VENDEES", wh expression shall, unless it be repugnant to the context or mean thereof, mean and shall include his/their respective legal hei

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FIFTEEN
THOUSAND RUPEES

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executors, administrators, legal representatives and assigns, of the
OTHER PART;

WHEREAS:

- A. The Vendor Company acquired a total land admeasuring 15054 sq. meters, or 3.72 hectares comprising Khasra Nos. 540, 541, 546, 547, 548, 549 and 550 situated in village/mauza Kanwali, Central Doon, Distt. Dehra Dun through registered Sale Deed dated 15.05.2006 which is registered with the office of Sub Registrar, Dehra Dun in Book no. 1, Vol.1547 page 253 ADF Book No. 1 Volume 1597 at pages 181 to 218 at S.No. 3330 on 15.05.2006.
- B. After acquisition of land as stated herein above, the Vendor, seized and possessed of or otherwise well and sufficiently entitled to the Said Land, applied to Mussoorie Dehra Dun Development Authority (MDDA) for sanction of building plans for construction of a Group Housing Project (hereinafter called as 'Project') on the Said Land in village Kanwali, pargana Parwa Doon, Distt. Dehra Dun. Which was sanctioned by MDDA vide its plan no. R-0978/08-09 dated 23.01.2009. Thereafter, the Vendor developed and constructed the Group Housing Project along with a convenience market under the name and style of "PACIFIC ESTATE" on the Said Land in accordance with the sanctioned plans, comprising of several residential buildings/blocks therein and other common services and facilities being part of the Project.
- C. The Vendor offered for allotment and sale of Apartments/Flat in various buildings in the said project of the Vendor, and upon interest shown by the VENDEES, the Vendor had agreed to allot to the VENDEES an/a apartment/flat No. A-206 (2nd. floor), (One Bed Room Flat) and the VENDEES had agreed to purchase an apartment/ flat No. A-206 (More

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S. D. Sharma

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FIFTEEN
THOUSAND RUPEES

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specifically detailed at the foot of this deed), specifically detailed at the foot of this deed), having a super area of 690 sq. ft. or 61:103 sq. mt. in the aforesaid project for an agreed consideration and in accordance with the terms and conditions as contained.

The VENDEES having paid the total consideration to the Vendor, is entitled to get the Sale Deed executed and registered in his/her/their name(s), in respect of the said Apartment/Flat, and this sale deed is being executed and registered, as under:-

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the allotment and in consideration of the amount of Rs.18,70,000.00 (Rupees Eighteen lacs Seventy thousand only), paid by the VENDEES to the Vendor before signing this deed, the receipt whereof the Vendor hereby admits and acknowledges, and the VENDEES agreeing to observe and perform the terms and conditions herein contained and as contained in the allotment, referred in the recitals hereinabove, and as such by way of this Sale Deed, the Vendor doth hereby sell, convey and transfer the Said Apartment, (more particularly described in Schedule-1 hereunder written), and for greater clearness has been delineated on the plan attached hereto), together with the undivided and impartibly proportionate share in the land underneath of the Said Building and the proportionate share in the common areas of the Said Building and along with all rights and easements whatsoever necessary for the enjoyment of the Said Apartment/Flat together with the right to use the covered parking space at the Basement, one in number specifically earmarked in the Said Project, subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.

2. That the VENDEES has already paid the Sale Consideration, as stated above, and all other dues, which are payable from the date of application and/or in

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FIFTEEN
THOUSAND RUPEES

Rs.
15000

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terms of allotment/ offer to sale, if any additional charges, levies, taxes, demands etc. including service tax, Van Work Contract tax, Metro tax, development charges for the provision of peripheral and/or external services for any other reason attributable to the said apartment project are levied future retrospectively or otherwise, then they shall be treated as unpaid consideration in respect of the said apartment payable by the VENDEES and the Vendor shall have first charge/lien on the apartment for recovery of the same.

3. The vacant and peaceful possession of the Said Apartment/Flar has been delivered by the Vendor Company through its authorized representative to the VENDEES simultaneously with the signing and execution of this Sale Deed and the VENDEES confirm having been satisfied himself as to the area of the Said Apartment, quality and extent of construction and the specifications relation thereto and the VENDEES agree not to raise any dispute at any time future in this respect.

4. For computation purpose, the Plinth Area means the covered area inclusive half of the area under common walls between two apartments, full area of all other walls, columns and projections, balconies, cupboards, plus proportionate share in the common areas such as projections, corridors, passages, area under lifts, staircases, entrance lobbies, and other common areas and facilities in the Said Building.

5. The VENDEES has received exclusive possession of the covered area of the Said Apartment. The VENDEES shall also have undivided proportionate share in the common areas and facilities within the Said Building. As such, the VENDEES shall use such common areas and facilities within the Said Building harmoniously with other occupants, without causing any inconvenience or hindrance to them. Further the use of such common areas

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and facilities within the Said Building shall always be subject to timely payment of maintenance charges.

The VENDEES shall be entitled to use the general common areas and facilities within the Said Project, which may be within or outside the foot print of the Said Building earmarked for common use of all the occupants of the Said Project. As such, the VENDEES shall have no right, interest or title in the general common areas and facilities within the Said Project, which may be within or outside the foot print of the Said Building such as Club, swimming pool, community centre, parking spaces (except if specifically allotted), road parks, overhead water tanks, underground water tanks, electric sub-station open areas, entrance, pump house, guard rooms, storage area etc., which shall always remain the property of the Vendor. The right of usage of the general common facilities is subject to the covenants herein and up to date payment of all dues.

Except for the Said Apartment transferred herein along with all common easementary rights attached therewith, including common areas and facilities of the Said Building as mentioned in **Schedule-II**, all adjoining areas including the un-allotted terrace/roof, unreserved open and covered space parking space, swimming pool, club and facilities therein, storage areas etc., the entire allotted/unsold areas of the Said Project, shall remain the property of the Vendor and the same shall always be deemed to be in possession of the Vendor.

The VENDEES shall not make any additional construction or place structure or encroach upon the covered parking at Basement, one number, specifically earmarked for his use. It is so understood that designated covered parking at the ground shall always remain attached to the Said Apartment and shall in no case be dealt with in any manner in separation.

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with the Said Apartment. Whenever, the Said Apartment is transferred in a manner, the same shall be inclusive of the transfer of the right to use the designated parking simultaneously.

The Said Apartment is free from all sorts of encumbrances, liens and charges etc. except those created at the request of the VENDEES himself to facilitate him to have loan for purchase of the Said Apartment.

That the VENDEES shall be entitled to sell, mortgage, lease, gift, exchange otherwise alienate the Said Apartment hereby conveyed to any person subject to the terms contained herein after obtaining a No Objection/No D Certificate as regards to clearance/payment of outstanding maintenance charges payable by the VENDEES from the Vendor or the Residents Welfare Association / Maintenance Agency concerned with maintenance of common areas, facilities and services, as the case may be and subject to the conditions imposed by his financier/ Bank.

That whenever the title of the VENDEES in the Said Apartment is transferred in any manner whatsoever, the transferee(s) shall be bound by all covenants and conditions contained in this Sale Deed, Allotment and the Maintenance Agreement and he / she / they be answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Apartment.

The VENDEES shall not be entitled to claim partition of his undivided share in the land underneath the Said Building, as aforesaid, and the same shall always remain undivided and impartibly and unidentified.

The VENDEES shall from time to time and at all times pay all existing or future rents, taxes (municipal tax, property tax, water tax, sewer tax, other annual taxes), charges, levies, impositions and assessments of every

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मुख्य कोषाधिकारी
कोषागार, देहरादून

14 FEB 2013

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description which are now or may at any time hereafter be assessed, charged imposed upon the Said Apartment hereby transferred on pro-rata basis. A taxes or charges, present or future, on the Said Land, Said Project or the Sa Apartment levied by any authority from the date of booking shall be borne at paid by the VENDEES on pro-rata basis.

The VENDEES shall, at all times duly perform and observe all the covenan and conditions which are contained in this Sale Deed, as referred hereinabov and observe the same as applicable and pertaining to the Said Apartment.

15. The VENDEES agree to enter into a maintenance agreement with the Vend or any associated condominium such as Resident's Welfare Association , apartment owners and/or nominee/agency) or any other body (hereinaft referred to as the 'Maintenance Agency') as may be appointed/nominated t the Vendor for the maintenance and upkeep of the Said Project.
16. The Vendor shall handover the maintenance of the said building to th Residents Welfare Association within a period of two years from the date o completion of the Said Building or as early as may be possible. The Vende shall transfer the Interest Free Maintenance Security, net of default o maintenance and electricity charges, to the Residents Welfare Association Maintenance Agency for maintenance of the Said Building. The Vendor ma outsource any or all maintenance activities to outside agencies and authoriz them to do all acts necessary in this regard.
17. That the Vendor reserves the right to entrust the job of maintenance an upkeep of the open areas, common areas facilities of the Said Project to an agency as they may deem fit.

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ONE THOUSAND RUPEES

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सहायक न्यायिक अधिकारी
कोटवाली, हरद्वार
14 FEB 2013
निर्गत किया
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The VENDEES is liable to pay monthly/quarterly/yearly maintenance charges as demanded by the Vendor/Maintenance Agency, irrespective whether VENDEES is in occupation of the apartment or not, within a period of 7 days of demand. The Vendor/Maintenance Agency reserves the right to enhance the maintenance amount payable by way of further one time, annual or monthly charge. In case of delay in monthly maintenance charges within the period, interest @ 18% per annum shall be charged for the period of delay. In case of failure of the VENDEES to pay the maintenance bill, other charge or before the due date, the VENDEES is permitting the Vendor/Maintenance Agency to deny them the maintenance services that may include disconnection of water/sewer, power/power backup and debarment from usage of any of the common facilities within the Said Project. The Vendor may also, apart from the other remedies open to it, restrict or object to the transfer of the Apartment by the VENDEES.

That the Vendor has provided power back up system to each apartment and the common services/facilities in the project. The VENDEES shall be liable to pay regularly and timely the charges towards electricity consumed by the VENDEES through the power supply and proportionate running cost of power backup system over and above the general maintenance charges, electricity consumed through power back up system at such rates, taxes, levies, service charges etc. as determined by the Vendor/nominated facilities, maintenance agency failing which supply of electricity through mains or power back up system will be disconnected by the nominated facilities maintenance agency.

In case of continuous failure of the VENDEES to pay the maintenance charges, the Vendor / RWA / Maintenance Agency, as the case may be, shall have the right to adjust the amount of outstanding maintenance charges along with interest accrued thereon from the IFMS kept with it.

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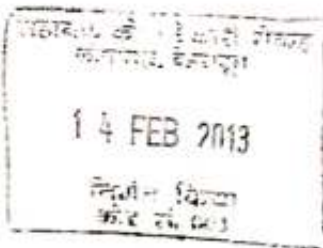
ONE THOUSAND RUPEES

Rs.1000

उत्तराखण्ड UTTARAKHAND

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21. The Vendor is not bound to maintain the Said Building beyond a period of 1 year subsequent to the date of completion of the same. However, the vendor is only playing the role of maintenance facilitator till that period, if the Resident Welfare Association fails to take over the maintenance within the said period. Vendor is authorized to stop the maintenance, if such association fails to take over the maintenance even within a period of two years.
22. Provided that electricity supply meter to the sold flat shall be made available by the seller company to the purchaser within reasonable time.
23. The VENDEES shall permit the Vendor and/or Maintenance Agency, servants and agents with or without workmen and others at all reasonable time to enter into and upon the Said Apartment/or any part thereof for the purpose of making, repairing, maintaining, cleaning, lighting and keeping in order, in good condition and services, drains pipes, cables, water coverings, gutters, wires or other conveniences belonging to or serving or used for the Said Building and also for the purpose of laying down, maintaining, repairing and testing draining and water pipes and electrical wires and for similar purposes. The VENDEES shall allow the complex maintenance team to have full access to and through his apartment and terrace area for the period of inspection, maintenance and repair of service conduits and the structure.
24. The VENDEES shall not carry on or permit to be carried on, in the Said Apartment any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential purpose or to do anything which may suffer to be done therein any act or thing whatsoever which in opinion of the Vendor may be a nuisance, annoyance or disturbance to the other owners/occupants of the Said Project and persons living in the neighborhood. The VENDEES shall not store or keep any inflammable articles/goods in the apartment/flat except domestic LPG cylinders not more than two in number.

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ONE THOUSAND RUPEES

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रजिस्ट्रार, उत्तराखण्ड
14 FEB 2013
मिर्जापुर, उत्तराखण्ड

25. The VENDEES shall maintain at their own costs, the Said Apartment including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in the same good condition, state and order in which it is delivered to him and shall abide by all bye-laws, Rules and Regulations of the Government, any other competent authorities and local bodies and shall be responsible for all deviation, violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions.

26. The VENDEES shall not remove any walls of the Said Apartment including load bearing walls and all the walls / structures of the same shall remain common between the VENDEES and owners/occupiers of the adjacent Apartment. Further, the VENDEES shall neither himself do nor permit anything to be done which may cause damage to any part of the adjacent apartment(s) etc.

27. The VENDEES shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the Said Apartment / Said Project or the covered Car Parking space one in number on the ground floor by the VENDEES shall be liable to be removed at his cost by the Vendor and/or Maintenance Agency as the case may be.

28. That it shall be incumbent on VENDEES to join an Association comprising of the VENDEES that has been formed and may be formed by the residents for the purpose of management and maintenance of the Said Project. Only common services shall be transferred to the Association. Ownership of facilities like parking, shopping, club, storage spaces, community centre, servant rooms, swimming pool, parks etc. shall not be transferred to the association but it shall be handed over to the association for the purpose of

M. J. P.

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ONE THOUSAND RUPEES

Rs.1000

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सहायक को. अधिकारी, जिला
कोषागार, देहरादून

18 FEB 2013

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maintenance. It shall remain property of Vendor always. The central green lawns and other common areas shall not be used for conducting personal functions; the same shall be used on such charges as may be prescribed by the Vendor/RWA/Maintenance Agency.

29. The Said Building along with lifts, pump houses, generators etc., may be got insured against fire, earth-quake and civil commotion at the expenses of the VENDEES by the Vendor / Maintenance Agency provided all the occupiers of the apartments pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The VENDEES shall not do or permit to be done any act which may render void or voidable any insurance or cause an increased premium. Such charges may be integrated into the pre-paid power supply metering system.

30. That the VENDEES shall not be permitted to use the lawns, parks and other common areas for organizing personal functions such as marriages, birthday parties etc. If any common space is provided in any building/club for organizing meetings and small functions, the same may be used by the VENDEES on payment of such charges as may be fixed by the FM agency (facility management) from time to time.

31. The VENDEES may get insurance of the contents lying in the Said Apartment at their own cost and expenses. The VENDEES shall not keep any hazardous explosive, inflammable material in the Said Apartment or any part thereof. The VENDEES shall always keep the Vendor or Maintenance Agency or Resident Welfare Association, as the case may be, harmless and indemnified for any loss and/or damages in respect thereof.

32. The VENDEES shall not put up any name or sign board, neon-light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the

M. J. S.

G. S. D. S.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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ONE THOUSAND RUPEES

Rs.1000

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सहायक न्यायिक अधिकारी
उत्तराखण्ड, देहरादून
18 FEB 2013
नियमित विज्ञापन
संख्या सं. 001

exterior façade of the Said Building or anywhere on the exterior or on common areas or on roads leading to the Said Apartment / Said Building.

The VENDEES may undertake minor internal alterations in their apartment only with the prior written approval of the Vendor/Maintenance Agency. The VENDEES shall not be allowed to affect any of the following changes/alterations:

- i) Changes, which may cause any damage to the structure (column, beams, slabs etc.) of the Said Apartment or any part of adjacent unit. In case damage is caused to an adjacent unit or common area, the VENDEES will get the same repaired failing which the cost of repairs may be deducted from the VENDEES's IFMS.
- ii) Changes that may affect the facade of the Said Apartment (e.g. change in windows, tampering with external treatment, changing wardrobe position, changing the paint color of balconies and external walls, putting different grills on doors and windows, covering balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
- iii) Making encroachments on the common spaces in the Said Project.
- iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Apartment.

34 The VENDEES shall strictly observe following points to ensure safety, durability and long term maintenance of the building.

Signature

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- i. No changes in the internal layout of a Said Apartment should be made without consulting a qualified structural consultant and without the written permission from the Vendor.
 - ii. No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
 - iii. All the plumbing problems should be attended by a qualified or experienced plumber only in the Said Building. The Plumbing Network inside the Said Apartment shall not be tampered with or modified in any case.
 - iv. Use of acids for cleaning the toilets should be avoided.
 - v. All the external disposal services to be maintained by periodical cleaning.
 - vi. No alterations will be allowed in elevation, even of temporary nature.
 - vii. Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
 - viii. The VENDEES shall not cover the balcony/ terrace of the Said Apartment by any structure, whether permanent or temporary.
 - ix. The VENDEES shall make sure that all water drains in the Said Apartment (whether in terraces, balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on areas following below the level.
 - x. The VENDEES should avoid random parking of his/ her vehicle and use only allotted parking bay.
 - xi. In case VENDEES rents out the Said Apartment, he is required to submit all details of the tenant(s) to the maintenance Agency. The VENDEES shall be responsible for all acts or omission and commission of his tenant. The maintenance Agency can object to renting out the Said Apartment to the person(s) of objectionable profile.
 - xii. The VENDEES is not allowed to put the grills in the Said Apartment as per his own wish. Only the designs approved by the Vendor will be permitted for installation.
35. The provisions of the Uttar Pradesh Apartments Act, 2003 as amended from time to time and the Uttar Pradesh Ownership of Flats Rules, 1984 and all other rules, regulations, and statutory laws, as adopted and wherever applicable to the State of Utrakhand, will be observed and complied with.

36. Even after execution of deed or agreement, sale deed etc. in favor of the VENDEES, the Vendor shall have right to make additions, raise additional stories on the building or put up additional structures as required under the law and the provisions have been made/is being made in the said complex and they shall be the sole property of the Vendor who shall have the absolute right to dispose off the same in any manner he likes without any interference from any VENDEES and VENDEES hereby expressly consents to the same. The Vendor and/ or their nominee shall have the right at all times to connect the electric, water, sewerage fittings of the additional structures or stories with the existing electric, water sewerage connections but at the Vendor's own cost. Further terrace of the building except the portion sold including the parapet walls shall always be the property of Vendor. It is made clear that the roof rights are not being sold/ transferred to the VENDEES(s).
37. All the cost and expenses to the preparation, execution and registration of this deed, including, stamp duty, registration charges and other incidental charges, Advocate's fee etc. is to the VENDEES's account who has paid the same.
38. The watch and ward security of the complex shall comprise of general security of the complex. The responsibility of providing watch and ward security service to the said complex shall be entrusted to some outsourced security agency. The FM agency will be entitled to regulate entry into the complex. The security agency may not guarantee or ensure fool proof safety and security of the said complex or VENDEES residing in the said complex or their belongings and properties. It is made clear and agreed by the parties herein that neither the Vendor nor the FM agency shall have any financial/criminal liability for any loss to life and property by any reason of any theft, burglary, fire or any other incident of crime/mishap/accident occurring in the said apartment/building/complex or any part or portion thereof due to any laps/failure/shortcoming on part of staff of the security agency and/or the Vendor/FM agency and house keeping agency etc.
39. That the vendor is negotiating with the BPCL/HPCL/ Gas Authority of India Ltd and/or any other gas supply company to install domestic gas pipeline to be used in the kitchens of the project, if it is installed in near future, the VENDEES(s) shall be liable to pay all charges for gas consumed in the kitchen as per meter reading along with other charges as may be levied from time to time.
40. If complex due to any reason whatsoever require major renovation or of its any common assets to be replaced, the same will be done by way of proportionate contributions from all the flat owners whether they are residing there or not as decided by RWA/Maintenance Agency from time to time.
41. All the provisions contained herein and the obligations arising hereunder in respect of the said apartment/flat/building/complex shall equally be applicable and to be enforceable against any or all occupier, tenants, licensees, and/or

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subsequent purchasers/transferees of said apartment/flat. When ever right, title and interest of the VENDEES is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this sale deed and the complex maintenance and management agreement referred to elsewhere in this sale deed and he/she/they shall be liable and answerable in all respects thereof in so far as the same may be applicable to the effect and relate to the said apartment/flat.

42. That when ever title of the said apartment/flat is transferred in any manner whatsoever, it shall be the duty of the transferor to pay the outstanding maintenance charges, other charges if any, payable to the maintenance agency/FM agency before effecting the transfer of said apartment/flat, failing which the transferee shall have to pay the outstanding dues of the maintenance agency/maintenance agency before occupying the said apartment.
43. The Said Project is situated within the limits of Nagar Nigam, Dehra Dun as such the provisions of Uttrakhand Act no. 29 of 2003 are not applicable to the Said Project.
44. The aforesaid Flat/Apartment (residential) is situated on Anurag Nursery Road (Balliwala chawok to Vasant Vihar Chawok – page 27,item No.4) in revenue village Kanwali, pargana Central Doon, Distt. Dehra Dun.
45. The flat/apartment being sold is situated more then 350 meters away from GMS Road, within 50 meters away from Anurag Nursery road, and 3 & 5 kilometers from Railway Station and Clock Tower respectively.
46. The flat/apartment is not situated in the Industrial Area.
47. There is no written/registered agreement between the parties prior to execution of this sale deed which is more fully described/detailed in para 56 below.
48. The area is under R-3/residential in the Master Plan as approved by MDDA.
49. The property is part of multistory building and is constructed on columns, pillars & beams.
50. Super area of the flat/apartment means and includes net area under the flat/apartment along with common areas such as verandah/gallery, lift, staircase, stilt area and parking area etc.
51. Photos of Vendor and VENDEES are verified by themselves.
52. The ownership of the Proportionate Open area per flat is not being transferred. The flat is situated, within 50 meters away from Balliwala Vasant Vihar Road, Dehra Dun.
53. The VENDEES has satisfied himself about the interest and the title of the Vendor in the Said Land on which the Said Apartment as part of a Group

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Housing Project is constructed and understood all limitations and obligations in respect thereof as explained to him by the vendor company that his property is free from all encumbrances.

54. In view of the fact that the Vendee has availed of a loan facility from **State Bank of India, Vasant Vihar Branch, Dehra Dun**, for purchase of the said apartment, the terms and conditions imposed by the aforesaid Bank in the loan documents shall exclusively binding and applicable upon the Vendee only & the Vendee shall alone be responsible for repayment of dues of the Bank/Financial Institution, Department along with interest/penalty accrued thereon or any default in re-payment thereof.
55. That the Vendor Company is aware of the fact that "the said property/flat" is being **mortgaged with the State Bank of India, Vasant Vihar Dehradun**, so as to secure certain financial assistance to purchase the said flat by the Vendee. The Vendor Company has no objection in this regard.
56. Stamp duty/registration fee and other all incidental charges required for execution and registration of this deed are being borne by the VENDEES in the following manner:-

| | |
|--|---------------|
| (1) Cost of area underneath the flat/ Super area (including common areas As mentioned in para 48) 64.103 Sq. Mts. x Rs.10,500 per Sq.Mt. = | Rs. 6,73,082 |
| (-) 20 % rebate as flat is on 2nd. floor | 1,34,616 |
| After deducting 20%, value is Rs. | 5,38,466 |
| Cost of Construction of flat (area x Rs.14,000) (64.103 X 14,000/-) | Rs. 8,97,442 |
| SUB TOTAL | Rs. 14,35,908 |

| | |
|---|-------------------|
| Total Land area of the project | 15054 Sq. mtrs |
| Ground coverage area | 4243.29 Sq. mtrs |
| Open area | 10810.71 Sq. mtrs |
| Total Number of flats (including of ISP area) | 248 units |
| Proportionate area per flat | 43.59 Sq. meters |

| | |
|--|---------------|
| Value of open area per flat 43.59 X Rs.10500 | Rs. 4,57,695 |
| Total value of the flat as per circle rate Say Rs.18,94,000/- | Rs. 18,93,603 |

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The property is sold for a sale consideration of Rs. 18,70,000/-

On which the Stamp duty has been paid in the following manner:-

| | |
|--------------------------|-------------|
| On Rs. 18,94,000/- @ 5% | Rs. 94,700 |
| | ----- |
| Total Stamp duty payable | Rs. 94,700 |
| Stamp Duty paid | Rs.95,000/- |

Schedule-I

SCHDULE OF APARTMENT/DWELLING UNIT

The all that flat/apartment bearing No.A-206, Block "A", 2nd. Floor, having **One Bed Room** set with attached toilet, One Kitchen, one drawing cum dining room, having Super Area whereof is 690 sft. sq. ft or 64.103 sq.mts; covered area 39.67 sq.mts. and common covered area 24.43 sq.mts. situated at Pacific Estate (brought up by Vendor), part of Khasra No. 540,541,546 to 550 Village/mauza Kanwali, Pargana Central Doon, situated on Anurag Nursery Road (on Balliwala Chowk- Vasant Vihar Chowk) Distt. Dehra Dun fully detailed in red colour in the plan annexed and bounded and butted as under:-

By East : Flat No. A-204
By West : Lift & Stair case
By North : Common Passage
By South : Open to sky & common passage at Ground Floor

along with undivided and impartiable proportionate share in the land underneath the block and the proportionate share in the common areas and facilities of the block, along with all rights and easements whatsoever necessary for the enjoyment of the Said Apartment together with the right to use the covered parking at the Basement, one in number specifically earmarked in the Said Project.

Schedule-II

SCHEDULE FOR COMMON AREAS AND FACILITIES

- (i) The land on which the building is located and all rights of easements & appurtenances annexed to the land and the building,

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- (ii) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapes, fire staircase, security and fire control rooms and entrances and exits of the building,
- (iii) The basements, stilts, yards, gardens and parking areas of common use,
- (iv) The premises for the lodging of Generators or work of persons employed for the management of the property,
- (v). Installations of central services, such as, power, light, gas and sewage,
- (vi) The elevators, lift machine rooms, tanks, pumps, motors, cable pipe line (TV & Phone lines, electricity etc.) rain water harvesting system, ducts and in general all apparatus and installations existing for common use,
- (vii) Driveways, sidewalks, all electrical shafts, plumbing and fire shafts on all floors staircases munties,
- (viii) Such other Community and Commercial facilities as may be specified in the bye-laws,
- (ix) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use and other areas to be used by the occupants of the Said Building.

FINGER PRINTS IN COMPLIANCE OF SEC. 32-A OF REGISTRATION ACT

Name and Address of the Seller:-

M/s. PACIFIC DEVELOPMENT CORPORATION LIMITED, a Company duly incorporated under the Companies Act, 1956 through **Sh. Manish Kumar Jain** son of **Sh. Satish chand Jain** (Manager Administration).

Prints of the Left Hand:-

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Prints of the Right Hand:-

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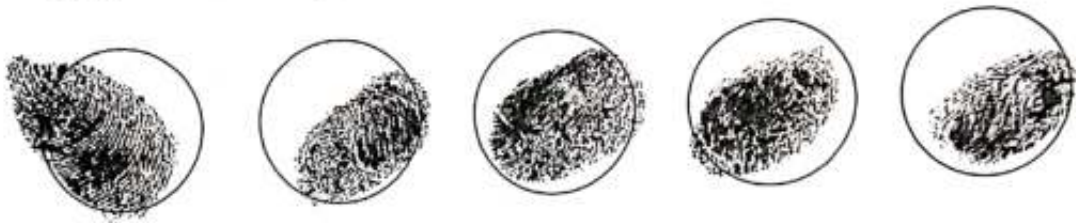
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1. Name of the Purchaser

VIPIN KUMAR SHARMA son of Late Shri Jagdish Prashad Sharma

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Prints of the Right Hand:-

Thumb Index Finger Middle Finger Ring Finger Little Finger

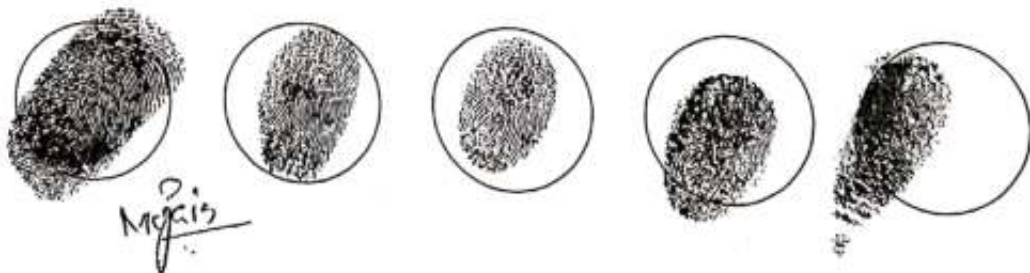


2. Name of the Purchaser

AMIT SHARMA son of Shri Vipin Kumar Sharma

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Prints of the Right Hand:-

Thumb

Index Finger



Middle Finger

Ring Finger Little Finger



IN WITNESS WHEREOF THE SELLER AND PURCHASERS
HAVE EXECUTED THIS DEED ON THE DAY MONTH AND
YEAR FIRST ABOVE WRITTEN.


.....
Seller

 
.....
Purchasers

Witnesses 1:

Name ARPAN KUMAR

Father's Name Shri ARJUN KUMAR

Address 43A Satowali Ghat
Kauli Dehradun

I.D. No. 2MV0226191

Witnesses 2:

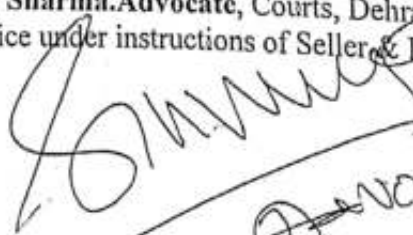
Name AMAN SHARMA

Father's Name Shri ANIL

Address 48 JHANDA B.
D. DUV


I.D. No. WW202602

Drafted by S.K. Sharma, Advocate, Courts, Dehra Dun. 09458383871
Typed in my office under instructions of Seller & Purchaser.


Advocate

SITE PLAN OF FLAT NO. A-206 (SECOND FLOOR) PACIFIC
ESTATE SITUATED ON ANURAG NURSERY ROAD
REVENUE VILLAGE KANWALI DEHRADUN

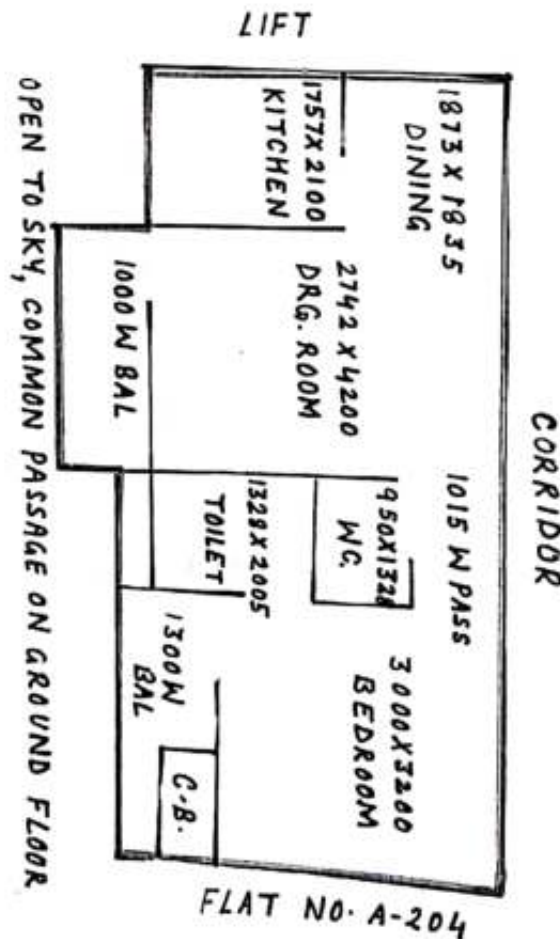
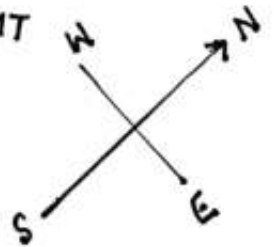
SOLD BY: PACIFIC DEVELOPMENT CORPORATION LIMITED
SOLD TO: MR. VIPIN KUMAR SHARMA & MR. AMIT SHARMA

SOLD AREA SHOWN RED 

SUPER AREA: 690 SQFT OR 64.10 SQMT

COVERED AREA: 427 SQFT OR 39.67 SQMT

COMMON AREA: 263 SQFT OR 24.43 SQMT



* NTS



SIG. OF SELLER





PURCHASER