

SALE-DEED

Sale consideration : Rs. 12,50,000/-

Market Price : Rs. 9,08,040/-

Stamp duty : Rs. 1,25,000/-

including Avas Vikas Fee

No. of Stamps Sheets : 07

1. Bachan Singh Pokhriyal, 2. Chandravir Singh Pokhriyal, 3. Ramesh Pokhriyal all S/o Late Shri Natha Singh Pokhriyal, 4. Kirti Singh Pokhriyal S/o Late Shri Gauri Singh Pokhriyal, 5. Keshav Pokhriyal S/o Sh. Kirti Singh Pokhriyal, all R/o Kailash Gate, Muni-ki-Reti, Distt. Tehri Garhwal, 6. Dinesh Singh Rawat & 7. Vijender Singh Rawat both S/o Late Sh. Sunder Singh Rawat, R/o Bhajangarh Road, Kailash Gate, Muni-ki-Reti, Distt. Tehri Garhwal through attorney Sh. Bachan Singh Pokhriyal S/o Late Sh. Natha Singh Pokhriyal and M/s Aradhna Builders Pvt. Ltd., Gole Market, Rishikesh, Distt. Dehradun (which is a Pvt. Ltd. Company having Regn.No.20-15523 of 1993 through Managing Director Shri Ashok Kumar Agarwal S/o Late Shri Shiv Charan Agarwal, R/o 72, Adarsh Nagar, Rishikesh, Distt. Dehradun.

.....Sellers

Sellers are the owner of Flat Nos.3&4, Type-B, Ground Floor, having total area of 141 sqm., situated at Gangasthal-2, Nagar Panchayat Muni-ki-Reti, Distt. Tehri Garhwal, which has sold to Shri Gopal Agarwal S/o Shri Ram Prasad Agarwal and Smt. Rashmi Agarwal W/o Shri Gopal Agarwal, R/o Ram Ashram, Muni-ki-Reti, Shivanand Nagar, Distt. Tehri Garhwal.

Sale Consideration : Rs. 12,50,000/- received as per detailed given.

Description of Property : As described in Schedule of Property.

[Signature]
Gopal Agarwal
Rashmi Agarwal

[Signature]



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SALE-DEED

This Deed of Sale is made on this 6th day of March 2005 at Muni-ki-Reti (Tehri Garhwal) between 1. Bachan Singh Pokhriyal, 2. Chandravir Singh Pokhriyal, 3. Ramesh Pokhriyal all S/o Late Shri Natha Singh Pokhriyal, 4. Kirti Singh Pokhriyal S/o Late Shri Gauri Singh Pokhriyal, 5. Keshav Pokhriyal S/o Sh. Kirti Singh Pokhriyal, all R/o Kailash Gate, Muni-ki-Reti, Distt. Tehri Garhwal, 6. Dinesh Singh Rawat & 7. Vijender Singh Rawat both S/o Late Sh. Sunder Singh Rawat, R/o Bhajangarh Road, Kailash Gate, Muni-ki-Reti, Distt. Tehri Garhwal through attorney Sh. Bachan Singh Pokhriyal S/o Late Sh. Natha Singh Pokhriyal and M/s Aradhna Builders Pvt. Ltd., Gole Market, Rishikesh, Distt. Dehradun (which is a Pvt. Ltd. Company having Regn.No.20-15523 of 1993 through Managing Director Shri Ashok Kumar Agarwal S/o Late Shri Shiv Charan Agarwal, R/o 72, Adarsh Nagar, Rishikesh, Distt. Dehradun, hereinafter referred to as the SELLERS of the first part (which expression shall include their respective heirs, executors, administrators, representatives and assigns) of the FIRST PART.

AND

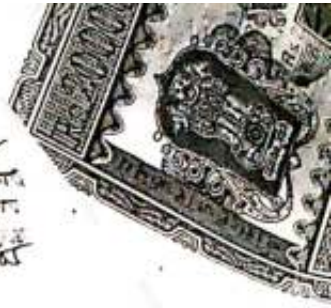
Shri Gopal Agarwal S/o Shri Ram Prasad Agarwal and Smt. Rashmi Agarwal W/o Shri Gopal Agarwal, R/o Ram Ashram, Muni-ki-Reti, Shivanand Nagar, Distt. Tehri Garhwal, hereinafter called the 'PURCHASERS' (which expression shall include their respective heirs, executors, administrators, representative and assigns) of the SECOND PART.



Gopal Agarwal
Rashmi Agarwal

[Signature].....2

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NOW THIS INDENTURE WITNESSETH as under :-

Whereas the Sellers Shri Bachan Singh Pokhriyal and others are in possession and absolute owner of a Freehold Land situated on Khasra No.7 Old Dhalwala, present Khasra No.20/3 and 20/4 and there names are entered in revenue record. And according to an agreement between above landlords and M/s Aradhna Builders Pvt. Ltd., M/s Aradhna Builders Pvt. Ltd. has constructed three storeyed residential flats viz. A&B type on the above land, which is known as Gangasthal Part-2, and the map of which is duly approved by Haridwar Development Authority vide Order No.104/99 dt. 21.12.99 and Summon Order dt. 12.07.2000.

Whereas it is verbally agreed by the sellers in question to sell one flat of the above property to Shri Gopal Agarwal S/o Shri Ram Prasad Agarwal and Smt. Rashmi Agarwal W/o Shri Gopal Agarwal, R/o Ram Ashram, Muni-ki-Reti, Shivanand Nagar, Distt. Tehri Garhwal. Now this sale-deed is witnesseth as under :-

Whereas the sellers sold out one Flat No.3 & 4, Type-B , Ground Floor, total area 141 sqm., situated at Gangasthal-2, Nagar Panchayat Muni-ki-Reti, Distt. Tehri Garhwal to Shri Gopal Agarwal S/o Shri Ram Prasad Agarwal and Smt. Rashmi Agarwal W/o Shri Gopal Agarwal, R/o Ram Ashram, Muni-ki-Reti, Shivanand Nagar, Distt. Tehri Garhwal, with a total sale consideration of Rs.12,50,000/- (Rupees twelve lacs fifty thousand only) and the Purchasers have paid the total sale amount as below :-

[Signature]
Gopal Agarwal
Rashmi Agarwal

[Signature]...3



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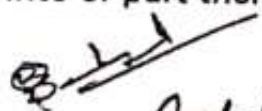
-3-

1. Rs. 1,00,000/- through Ch.No.439820 dt. 23.7.2003 drawn on Punjab National Bank.
2. Rs. 1,00,000/- through Ch.No.549522 dt. 26.7.2004 drawn on Punjab National Bank.
3. Rs. 10,50,000/- through Ch.No.467287 dt. 01.03.2005 drawn on State Bank of India, Swargashram.

Whereas the Sellers have received the sale amount Rs. 12,50,000/- and have handed over the possession of the flat No.3&4, Type-B, Ground Floor at Gangasthal Part-2, Muni-ki-Reti (Tehri Garhwal) to Purchaser Shri Gopal Agarwal S/o Shri Ram Prasad Agarwal and Smt. Rashmi Agarwal W/o Shri Gopal Agarwal, R/o Ram Ashram, Muni-ki-Reti, Shivanand Nagar, Distt. Tehri Garhwal.

Whereas the Purchasers has got the transferable rights and title in the Flat No.3&4, Type-B, Ground Floor.

Whereas the Sellers have sold out the flat with undivided proportionate and impartible interest or share in the land underneath the said flat along with share or interest in the staircase, landings, passages and all other common spaces in and around the said buildings and all amenities, liberties and facilities therein and the right of use of common passage and open space in the first floor as well as right of use of overhead tank, lights, motor pump gangways, liberties benefits, privileges easements, etc. and upon whatsoever the said residential apartment and all that estate right, title and interest to claim and demand whatsoever of the Sellers into or part thereof together with copies of all deeds and muniment


Gopal Agarwal
Rashmi Agarwal

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-4-

of title whatsoever in anywise exclusively relating to or any part thereof which now or hereafter shall or may be in the possession, power and control of the Sellers and the developers together with the benefits of all covenants relating to any deed or title whatsoever in any way relating to the said land or any part thereof to have and to hold own and possess, their heirs, executors, administrators, assigns, representatives and that notwithstanding any act, deed or things hereto before done executed or knowingly suffered to the contrary Sellers and Sellers are now lawfully seized and possessed all such further acts and deeds and things whatsoever as may be reasonably required for further and more perfectly conveying assuring the said apartment and every part thereof unto and to the use of the Purchasers.

AND

That the Purchasers have agreed to become a member of the Gangasthal Part-2 Welfare Association for the purpose of maintenance, management and repairing of the external portion of the building premises including roof, rain water and soil pipes and water pipes and electric wiring, water tank and all other common spaces and also agreed to bear the proportionate costs and expenses of the same to be decided by the Association time to time.

2. That the Purchasers shall maintain and repair the internal portion of the flat in all respects at its own costs without the intervention of the Sellers and/or the said association.
3. That the Purchasers shall not make any construction and alteration on the roof top and the roof top shall be as it is. The Sellers shall also not make any construction or alteration on the roof top.

Propd April
Rashmi Agrawal

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4. That the Sellers have provided overhead reservoir for supply of water with electric motor pump and the Purchasers from time to time and at times if and when necessary will be responsible for due maintenance and repairs and for proper functioning of the same at the proportionate costs to be settled and/or determined by the developer of the building and/or the aforesaid association/society as the case may be.
5. That the Purchaser will pay proportionate share of Municipal Tax or other taxes, if any, as applicable from the date of taking over the possession of the flat and/or date of registration of the conveyance of the apartment if not assessed, separately.
6. That the Purchasers shall not use the said flat in such manner as may or like to cause annoyance or nuisance in the building nor shall be use the same for any illegal, immoral and or for any purposes against the public policy.
7. The Purchasers shall abide by the rules and regulations and bye-laws of the Association and/or Society and shall pay proportionate charges settled by the society.
8. That the sellers Chandravir Singh Pokhriyal, Ramesh Pokhriyal, Kirti Singh Pokhriyal and Keshav Pokhriyal have executed a Power of Attorney in the name of Shri Bachan Singh Pokhriyal to execute the Sale-Deed, which is duly regd. in the Officer of Sub-Registrar, Rishikesh in Bk.No.4, Zild No.1, Pg. 107-114, Sl.No.2 on dt. 23.02.2004 and Dinesh Singh Rawat & Vijender Singh Rawat have also executed a Power of Attorney in the name of Shri Bachan Singh Pokhriyal to execute the Sale-Deed, which is duly regd. in the Officer of Sub-Registrar, Rishikesh in Bk.No.4, Zild No.1, Pg. 99-106, Sl.No.1 on dt. 23.02.2004, which is still active. Therefore Shri Bachan Singh has signed on behalf of all of them.

[Handwritten signatures]
Rashmi Agrawal
.....6



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9. That total land area of Ganga Sthal Part-2 is 3788 sqm., which includes passage, ladders, setback and some open land. Only flat including portionate share of land is being sold to the Purchaser.

10. That there is Seller's hotel and other property on the North side of flat, whose owner is seller Bachan Singh Pokhriyal and others. There is a common passage left by sellers in North-East to approach in their hotel, other flats and Ganga Sthal Part-1. All flat owners and sellers will use this passage without any hindrance. No body has any right to make any construction or to do any obstruction on this passage.

NECESSARY PARTICULARS

- (a) That the seller and Purchasers do not belong to SC/ST community.
- (b) That the property is situated at Gangasthal, Muni-ki-Reti, Distt. Tehri Garhwal.
- (c) That total covered area of flat is 141 sqm., and total value of the constructed portion is Rs. 6,20,400/- @ Rs. 4400/- per sqm, the total value of land is Rs. 2,87,640/- @ Rs. 2040/- per sqm., therefore the total value of the flat including land is Rs. 9,08,040/- but the Purchasers have purchased the said flat with Rs. 12,50,000/- for which Rs. 1,25,000/- is paid as stamp duty.
- (d) That no agreement has been executed earlier between the parties.
- (e) That photographs of Purchasers and sellers are certified by Mr. M.S. Negi, Advocate, Rishikesh.

[Handwritten signature]
[Handwritten signature]
Rashmi Agrawal
[Handwritten signature] 7



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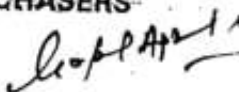
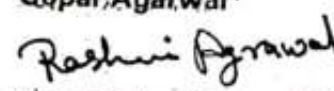
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SCHEDULE OF THE PROPERTY

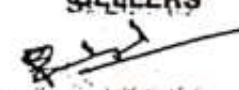
Flat Nos. 3&4, Type B, Ground Floor, having total area of 141 sqm., situated at Gangasthal-2, Nagar Panchayat Muni-ki-Reti, Distt. Tehri Garhwal.

Now both the parties have put their respective signatures on this Sale-Deed today on this 6th day of March 2005 at Muni-ki-Reti (Tehri Garhwal).

PURCHASERS

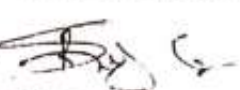
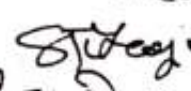
1. 
Gopal Agarwal
- 
Rashmi Agarwal
2. Smt. Rashmi Agarwal

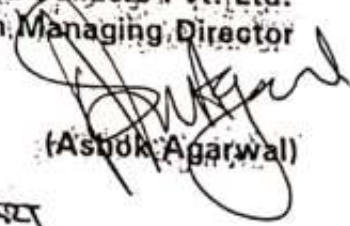
SELLERS


(Bhashan Singh Pokhriyal)

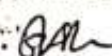
M/s Aradhna Builders Pvt. Ltd.
Through Managing Director

Witnesses:

1. 
आर.एस. उपाध्याय SI-
अ रामेश्वर व्यास वीरभद्र सिंह जयपूरिया
2. 
शुशील त्यागी SI- देवदत्त त्यागी
जोह मारुत जयपूरिया


(Ashok Agarwal)

Drafted by: M.A. M.S. Negi Advocate, Rishikesh.

Typed by: Shrikant Sharma, Rishikesh. 

हरिद्वार विकास प्राधिकरण

प्रपत्र संख्या-29 (म0 यो0)

उ0 प्र0 नगर योजना और विकास अधिनियम की धारा 15 के अन्तर्गत स्वीकृत

फाइल संख्या भान/रसीद/104/99-2000

श्री कचन सिंह पौखरिया (आदिवासी)
निवासी गुनि की झोली, टिहरी (उत्तरांचल)
जिनोंने उ0 प्र0 नगर योजना और विकास अधिनियम की धारा 15 के अन्तर्गत निर्माण कार्य करने के लिए
नोटिस दिनांक 30-11-99 को दिया था, का निर्माण कार्य
करने की अनुज्ञा निम्नलिखित शर्तों के साथ दिनांक 21 मार्च 1999 को दी जाती है :-

- (1) निर्माण कार्य स्वीकृत मानचित्र के अनुसार ही किया जायेगा।
- (2) निर्माणित कार्य का कोई भी भाग सरकार अथवा नगर पालिका की भूमि का अतिक्रमण नहीं करेगा और न वह उस पर प्रोजेक्ट करेगा।
- (3) पानी का मूल्य रसीद नं0..... दिनांक..... द्वारा अदा कर दिया गया है।
- (4) निर्माण अनुज्ञा प्राप्त करने के पश्चात् कार्य की प्रगति के सम्बन्ध में अनुज्ञा प्राप्तकर्ता विकास प्राधिकरण को निर्माण की प्रगति के बारे में निम्नलिखित सूचना देगा :-
(अ) निर्माण प्रारम्भ करने की तिथि।
(ब) नींव भर जाने के पश्चात् तथा दीवार उठाने से पूर्व।
(स) स्वीकृत नक्शे के अनुसार निर्माण पूर्ण हो जाने की तिथि गृह प्रवेश के पूर्व।
- (5) दी गई अनुज्ञा केवल पांच वर्ष के लिए मान्य होगी, जिसके भीतर इमारत पूर्ण रूप से बनाने का प्रमाण-पत्र देना अनिवार्य होगा और ऐसा न होने पर यदि अनुज्ञा प्राप्तकर्ता उक्त समय के भीतर प्रार्थना करे तो स्वीकृति एक वर्ष के लिए और बढ़ा दी जावेगी परन्तु यह बढ़ाव उक्त समय के लिए लागू नियमों के अधीन होगा। स्वीकृत अवधि के पश्चात् किया गया निर्माण अवैध समझा जायेगा।
- (6) कोई भी नई बनाई गई/फिर से बनाई गई या रद्दोबदल की गई इमारत के पूर्ण भाग में या किसी भाग में उक्त समय तक रहने की आज्ञा नहीं होगी जब तक ऐसा करने के लिए हरिद्वार विकास प्राधिकरण द्वारा सर्टिफिकेट न दे दिया जाये जिसमें यह लिखा हो कि वह इमारत सब प्रकार इन उपविधियों के उपलब्धों की पूर्ति करती है और रहने योग्य है।
- (7) उपरोक्त निर्माण इण्डियन इलेक्ट्रिसिटी रूलस 1956 के नियम 79 तथा 80 के अनुसार किया जायेगा और इस सम्बन्ध में पूरी जिम्मेदारी निर्माणकर्ता की होगी।

यदि कार्य न करने का निर्णय लिया जाये तो
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21/12/99
उपाध्यक्ष
हरिद्वार विकास प्राधिकरण
यू0 पी0 नगर योजना और विकास अधिनियम
हरिद्वार विकास क्षेत्र, हरिद्वार