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उत्तरांचल UTTARANCHALSALE DEED

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X 8 MAP 2007

This INDENTURE OF SALE is made on this 12th day of March 2007 by:

कोष्पमार, देहरादून

Mrs. Anju Chauhan,

wife of Shri Yogendra Singh Chauhan

wherealers R/O 158/17, Kochar Colony, Rajpur Road, Dehradun

Through her lawful attorney:

Shri Yogendra Singh Chauhan

son of Shri J.S. Chauhan

R/O Lal Tappar, Majri Grant, Dehradun

(The said Power of Attorney dated 1st May 2006 is duly registered in the office of the S.R. Dehradun at Book no. 4 vol. 109 page 482 ADFB No. 4 vol. 196 pages 241/250 at sl.: No. 510 registered on dt. 1/5/2006 and has not been revoked or cancelled and still enforce)

(hereinafter called the Seller) of the one part;



In favour of

Smt. Sonal Agarwal,

wife of Shri Neeraj Agarwal

R/O Rama Mandir Marg

Ram Nagar, Uttrakhand

(hereinafter called the PURCHASER) of the other part;

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उत्तरांचल UTTARANCHAL

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PROVIDED ALWAYS and it is hereby expressly declared that the expressions Seller and the Purchaser, unless repugnant to the context, shall be deemed to has included their respective heirs, executors, legal representatives, administrators and assigns unless there is something repugnant to the context thereto.

Whereas, the seller is the sole and exclusive owner of a property, which is more fully described in the schedule given at the foot of this deed, hereinafter called the said property.

And whereas, one Shri Pawan Saini son of Shri S D Saini was the sole and absolute owner of land having an area 4000 Sq mts. bearing Khasra No. 225 in Village Dhoran Khas within the limits of Nagar Dehradun having purchased the same from the Nagar Nigam Dehradun in a public auction conducted by the Nagar Nigam Dehradun in respect of which the sale deed was executed on behalf of the Nagar Nigam Dehradun by its Tax Superintendent Shri Rajesh Naithani on dt. 7/2/2003 duly registered in the office of Sub Registrar Dehradun in Book no. I Vol. 963 page 316 ADFB No. I Vol. 1277 pages 265/274 at sl No. 744 dt. 7/2/2003.

And whereas the said Shri Pawan Saini sold a portion of the said land having an area $214.12 \, \text{Sq}$ mts. to the seller by virtue of sale deed dated 2^{nd} June 2005, which is duly regd. in the office of S.R. Dehradun at Book no. I Vol. $1337 \, \text{page}$ $869 \, \text{ADFB}$ No. I Vol. $1503 \, \text{pages}$ $757 \, \text{to}$ $768 \, \text{at}$ sl No. $3786 \, \text{dt}$. 2/6/2005.

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And whereas thus the seller became the owner of the said land and thereafter she got sanctioned a building plan for construction of multi-storied residential complex thereon, from the MDDA Dehradun vide sanction letter No. 593/05-06 dt/6/7/05 and constructed the building in accordance therewith and is thus the owner of the said residential complex which is known as Riverside Residency.

Whereas, the said multi storied building being sold in the parts to the different persons and the owners of the part of building form an Association of the Residents to maintain the common area, security, water supply, sewage, parking, cleaning and other essential and necessary facility and the purchaser shall abide by the all rules and regulations of the Association and also bound to pay the charges of the said facilities provided by the Association.

And whereas, the seller has agreed to sell, and the purchaser has also agreed to purchase one flat out of said building, situated on second floor, Flat No. 22, having super area 153.34 Sq mts. (Plot No. 8), (without roof rights) comprising under Khasra No. 225 of Village Dhoran Khas, Pargana Centraldoon Distt Dehradun, which is also more particularly described in the schedule, given at the foot of this deed, for a total sum of Rs. 12,00,000/- (Rs. Twelve lacs only) free from all kinds of encumbrances, charges, liens, lispenden, attachment of any kind whatsoever.

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NOW THIS DEED WITNESSETH AS UNDER:

- 1. That in pursuance of the said agreement and in consideration of a sum of Rs. 12,00,000/- (Rs. Twelve lacs) only paid by the Purchaser to the Seller, in the following manner:
 - a) Rs. 2,00,000/- already paid by cheque
 - b) Rs. 9,99,479/- by cheque No. 50070 dt. 7/2/07 drawn on ICICI Bank Ltd. Dehradun
 - c) Rs. 521/- by cash.

and the receipt of which is hereby acknowledged by the Seller to the full and final payment of the entire sale consideration, the Seller DOTH hereby conveys sells, assigns and transfers all that PROPERTY, morefully described in the schedule, at the foot of this deed and every part thereof unto and to the use of the Purchaser absolutely and forever alongwith all rights, titles, claims, easements, appurtenances rights of paths and passages and TO HAVE AND TO HOLD the same without any let or hindrances from the Seller or any other person claiming through or under her in any manner whatsoever.

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मुख्य दिन्यिको the seller hereby further covenants with the purchaser as under:

The title hereby transferred subsists and the seller has the power to transfer the same. The seller has done no act where by she is debarred from selling the said property.

- b. That the said flat is free from all sorts of encumbrances, charges and liens etc and is not subject matter of any proceedings of acquisition or requisition or any other disputes pending in any court or Tribunal, nor is subject matter of any court attachment or mortgaged with the bank or financial Institution and the seller has clear and subsisting title over the said flat.
- c. That no proceedings u/s 10 and Sect 20 of ULC Act pending before any authority Tribunal or court.
- d. That if at any time , due to any defect in the title of the seller the purchaser is deprived of the whole or any portion of property hereby sold , the seller shall keep the purchaser indemnified to the extent of the loss suffered by the Purchaser.
- e. The seller hereby further agree to execute any further document(s), paper(s) etc for further and more perfectly assuring the said flat to the purchaser in future but always at the cost and expenses of the purchaser.

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payable in respect of the said property for any period upto the date of this deed shall be payable by the seller and the same henceforth shall be payable by the purchaser.

- g. That the seller shall construct a servant quarter of size 8 ft by 10 ft on the roof of the said building and shall handover the same to the purchaser. The said servant quarter to be constructed shall also deemed to be part of the property sold and the purchaser shall be the sole and absolute owner of the same. and a dedicated covered car parking.
- h. That the seller has given the physical and vacant possession of the flat to the purchaser and the purchaser has entered into the flat without any hindrance/ interpretation from the seller or any person claiming through or under the seller.
- That all outer walls of the flat shall be common with the adjoining occupants.
- j. That the purchaser shall have right , to use common services and facilities provided in the said building, such as stairs, passage and common parking etc with the owners/ occupants of the other flat.

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That the purchaser is entitled to make internal renovation in the demised flat without causing any damage to the main building of which the flat is a part.

- I. That the maintenance charges of the common area like lighting, cleaning, general maintenance, white wash etc. etc. shall be paid by the purchaser to the Association of the residents.
- m. That the purchaser shall obtained Electricity connection, individually, in his/her own expenses, but for the common area electricity shall be provided by the Association of the residents and charges for the same shall be paid by the purchaser, to the Association.
- n. That the Association of Residents shall provide the water supply and charges of water supply shall be paid by the purchaser to the Association as per the consumption.
- o. That the security to the building shall be provided by the Association of residents and the charges will be paid by the purchaser as per her share.
- p. That the seller hereby transferred the proportionate land area in the property, to the purchaser, but the common area shall continue to vest with the seller.

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- 3. That the said property is situated inside Municipal limit, hence Act 29/2003 is not applicable on it.
- 4. That in case, the purchaser, fails to pay the maintenance charges, referred above, to the Association, the Association has right to take legal action against the purchaser or any action, as the Association may deem fit and proper.
- 5. That all taxes, charges, and government dues payable against the said property upto the date of this sale deed shall be paid by the Seller and thereafter the same shall be the sole liability of the Purchaser.
- That the Purchaser shall not make any additions, alterations or changes in the elevation or outside colour scheme of the demised property.
- 7. That the Purchaser shall take all precautions to avoid any inconvenience or disturbances to the other occupants of the said building and shall not do any thing which may cause nuisance to the seller and/or other occupants occupying other portions of the building.
- 8. That the seller and the purchaser do not belongs to SC/ST.
- 9. That the said flat is situated on the second floor.
- 10. That the said property is situated more than 350 mts. away from the main road i.e. Sahastradhara road.

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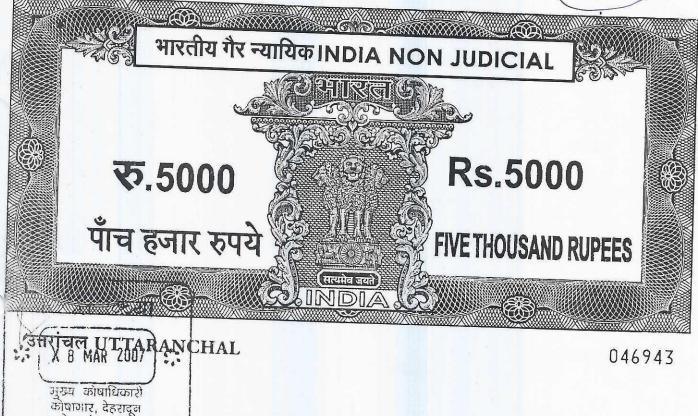
उत्तरांचल UTTARANCHAL

ठ्य कोषाधिकारी प्रयागस, देहराद्व डोड-संड्या**-6**01 143537

- 11. That the purchaser shall not hang clothes today on the front side of the property sold.
- 12. That for the purpose of stamp duty it is hereby made clear that the circle rate in the said vicinity for the land is Rs. 1300/- per sq mt (Max.) as per circle book page No. 1. The value of the land comes to 153.34 x 1300/- Rs. 1,99,342/- and the said flat is situated on second floor, hence the value of the land after 50% deduction comes to Rs.99,671/- and the value of the covered area 153.34 x 6500/-= Rs. 9,96,710/-, the total value of the said property comes to Rs. 10,96,381/- but the sale consideration of the said property is Rs. 12,00,000/- and the purchaser is a lady, hence proper stamp duty of Rs. 1,00,000/- is being paid.

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SCHEDULE OF THE PROPERTY

All that one residential flat comprised In property known as RIVERSIDE RESIDENCY situated on the Second floor, bearing Flat No. 22, Plot No. 8 having an area 153.34 Sq mts (total covered) (without roof rights) comprising under Khasra No. 225 of Village Dhoran Khas, Pargana Centraldoon Distt Dehradun (morefully shown in the annexed map which is the integral part of this deed), which is bounded and butted as under:

North: Open to sky and 30 ft wide road on ground floor

South: Open to Sky

कोड संख्या-०११

East: Stairs and property of Seller

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West: Property of Seller

IN WITNESS WHEREOF the Seller and the Purchaser have signed this deed on the day month and year first above written.

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२० की धार्धिका है

विद्याला है स्थान prints in compliance of sect. 32A, of Regn. Act 1908:

Seller: Smt. Anju Chauhan, through her Attorney: Shri Y S Chauhan

Left hand Thumb & Fin. Impression of Seller:



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Right hand Thumb & Fin. Impression of Seller:



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Sign. of Seller Hocelice

Purchaser: Smt. Sonal Agarwal

Left hand Thumb & Fin. Impression of Purchaser



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Right hand Thumb & Fin. Impression of Purchaser:



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Parties attested their photographs

Sign. of Purchaser_

WITNESSES:

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Mr Vikash Jindal

Mr Neerry Africul

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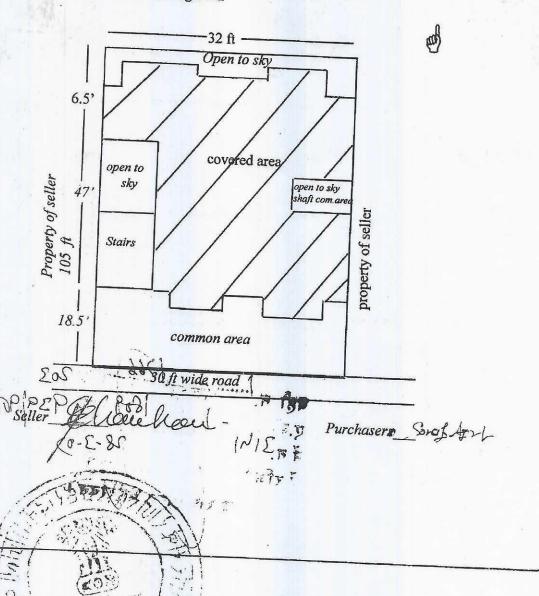
Drafted by: Shri R.S. Raghav, Advocate

Parties attacted into the Parties



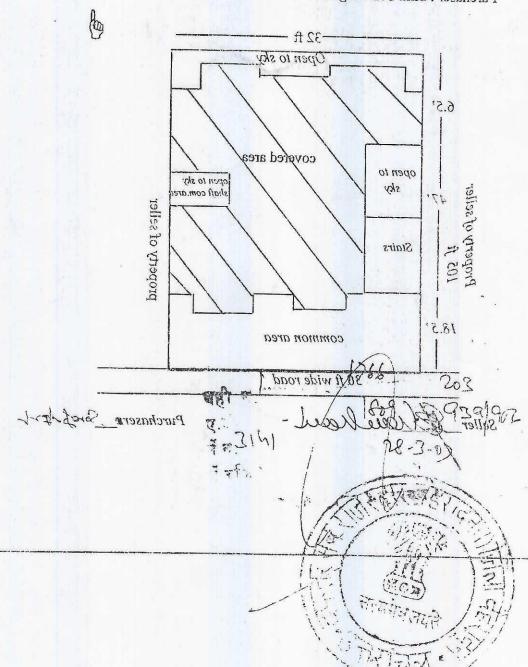
Site Plan of Flat No. 22 Plot No. 8 at Riverside Residency, IInd floor at Khasra No. 225 of Vill. Dhoran Khas Dehradun, having an area 153.34 Sq. mts. total covered.

Seller: Mrs. Anju Chauhan through Att. Shri Y. S. Chauhan South Purchaser: Smt. Sonal Agarwal



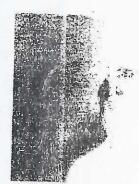
Site Plan of Flat No. 22 Plot No. 8 at Riverside Residency, Ilnd floor at Khasra No. 225 of Vill. Dhoran Khas Dehradun, having an area 153.34 Sq mts. total covered.

Seller: Mrs. Anju Chauhan through Att. Shri Y. S. Chauhan South Purchaser: Smt. Sonal Agarwal









विक्रेता मेवाह

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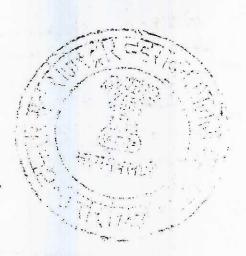
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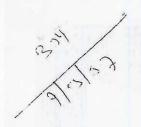
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R/O Ram Nagar

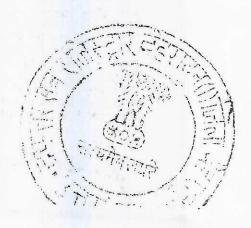


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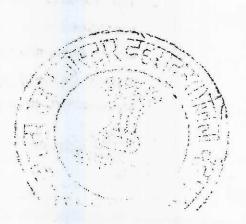


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R/O Ram Nagar



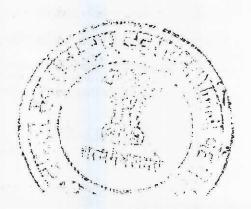


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R/O Ram Nagar

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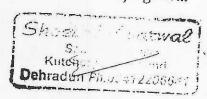
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10,000/- Smt. Sonal Agarwal, wife of Shri Neeraj Agarwal

R/O Ram Nagar





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10,000/- Smt. Sonal Agarwal, wife of Shri Neeraj Agarwal R/O Ram Nagar

ALE (IMMOVABLE)

incl.No. प्रलेख नः १ १५ ३१४१ (१५१०६०,

SALE

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श्री/श्रीमती/कुमारी सोनल अग्रवाल

पुत्र/पुत्री/पत्नी श्री नीरज अग्रवाल

बिवासी

रामनगर नैनीताल

ने आज दिनाँक 28/03/2007 समय 3.19.33 f-m.

कार्यालय उप निबन्धक सदर 1 देहरादून

में प्रस्तुत की

उपनिबंधक सदर 1 देहरादून

इस लेखपत्र का निष्पादन उक्त

श्री सोनल अग्रवाल ,w/o नीरज अग्रवाल , रामनगर नैनीताल

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से स्वीकार किया ।

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निवासी राम्मतगर नैनीताल

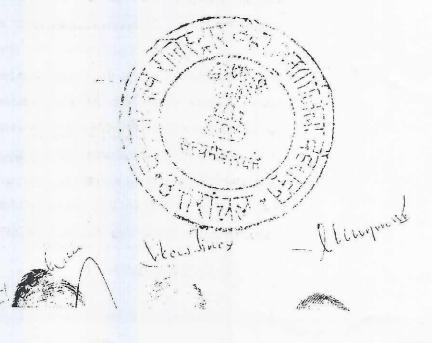
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उपनिबंधक सदर 1 देहरादुन



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10,000/- Smt. Sonal Agarwal, wife of Shri Neeraj Agarwal R/O Ram Nagar

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