



Circle Rate Value
 Consideration

Consideration
Consideration on which Stamp duty paid

Consideration on v
 Stamp Duty paid
 Avas Vikas Duty

6. Total Stamp Duty paid

Main Locality
 Locality

Rs. 1,23,97,801.00

Rs. 1,50,00,000.00 Rs. 1,50,00,000.00 Rs. 7,50,000.00

NIL

Rs. 7,50,000.00

Within Nagar Nigam Limit Subhash Road, Dehradun

9. Particulars of the property

10. Kind of Property

11. Circle rate

All that Flat No. 102 situated at First Floor on "Lord Krishna Terraces" in property Old No. 68, Lytton Road, New No. 118, Subhash Road, Dehradun and property No. 1-A, (Old No. 68), Race Course Road, Dehradun having super area 269.51 Sq. Mts. (2900 Sq. ft.) Carpet area as per RERA Act 176.58 Sq. Mts. (1900 Sq. ft.) consisting of 4BHK along with all the common rights in all the common space i.e. stair cases, shafts, public corridors, entrance passages, water supply arrangements and installations etc.,

without roof rights Residential property

Rs. 40,000/- per Sq. Mts.

12. Distance from main Road : That the property being sold is situated at Subhash Road, Dehradun

13. Name and Address of Vendor : MahalaxmiBuildwell Enterprises Pvt. Ltd. (PAN-AAGCM9002K) a registered Private limited company, duly incorporated under The Companies Act,1956, having its office at Load Krishna Residency, 5/28, Teg Bahadur Road, Dalanwala, Dehradun, through its Director Smt. Jagrati Sharma (Aadhar No. 841356523836) wife of Shri Anil Sharma resident of Load Krishna Residency, 5/28, Teg Bahadur Road, Dalanwala, Dehradun

14. Name and Address of Purchaser : (1) Shri Shubham Gupta (PAN-AIAPG6948F) son of Shri Arun Gupta through his brother/attorney holder Shri Shivam Gupta son of Shri Arun Gupta and (2) Shri Shivam Gupta (PAN-AHAPG2492F) son of Shri Arun Gupta both residents of 10, Aradhana, Civil Line, Bareilly, Uttar Pradesh

15. Stamp

E-Stamp

16. Drafted by

Mr. Vijay Uniyal, Advocate, Dehradun.

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<sub>жніт</sub> А 10637

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## **Online Public Data Entry Summary**

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DISTRICT NAME :देहरादून SRO :देहरादून

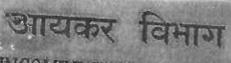
UKPDE2019045107540 28-Mar-2019 12:14:26 Appointment Date: 28 Mar 2019 Appointment Time:12:30 p.m to 1:30 p.m Appointment TokenNo:3 Deed/Article Type :Sale (immovable) Sub-Deed/Sub-Article :Sale(Residential Building) Village/Location For Index :सुभाष रोड (श्रेणी D) Village/Location/Road Selected for Circle RateList :सुभाष रोड (श्रेणी D) Khewat Khatoni Khasra House/Flat No: 102 Area :269.51 वर्ग मीटर Latitude 30.3140526000 Longitude 78.0469809000 Land Value :0.00 Construction Value :0.00 Transaction Value :15,000,000.00 Market Value :12,397,801.00 Advance :0.00 Lease Period: 0.00 Avg. Rent :0.00 Stamp Duty :750,000.00 Regn Fees :50,000.00 Words. :1,000 Page व्यवसायिक निर्माण का विवरण क.सं निर्माण का प्रकार आवासीय निर्माण का विवरण निर्माण क्षेत्र निर्माण का प्रकार निर्माण तल द्वास वर्ष रक्वा निबंधक शुल्क का विवरण क्र सं मुगतान की विश्वि धनराशि संदर्भ क्रमांक 50,000.00 स्टाम्प शुल्क का विवरण क सं भुगतान की विधि धनस्यशि संदर्भ कमांक जारी दिनांक स्टांप विक्रेता आईडी e-Stamp 750,000.00 0 28-Mar-2019

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Deed Writer /Advocate Name :SHRI VIJAY UNIYAL



INCOME TAX DEPARTMENT

SHIVAM GUPTA

ARUN GUPTA

03/05/1083

Permanery Account Number

AHAPG2492F

The an after

Signature



धारता सरस्यर GOVT OF INDIA





Shi an eft



आपका आधार क्रमांक / Your - No...

8413 5652 3836

आधार - आम आदमी का अधिका



भारत सरकार Government of India

जागृति भार्या Jagrall Shorma मिता : केदार नाथ जिल्ला Father KEDAR NATH MISHIDA अन्य तिथि। DOB : 10/08/19/-6 महिला / Francis



8413 5652 3836



## Mussoorie Dehradun Development Authority

Transport Nagar, Saharanpur road, Near ISBT, Dehradun-248001

(Uttarakhand) INDIA

Phone

: +91 135 6603100

Fax

: +91 135 6603103

**Email** 

: info@mddaonline.in

Website

: www.mddaonline.in

## Certificate of Completion of Building Construction

Letter No.

: CC/0005/17-18

Date :

23/11/2017

Map No.

: R-1849/13-14-RE1

Sector

: Sector 4

From

The Vice Chairman

Mussoorie Dehradun Development Authority,

Dehradun.

To

M/s MAHALAXMI BUILDWELL ENTERPRISES PVT LTD.,

5/28 TEG BAHADUR ROAD, LORD KRISHNA RESIDENCY, Dehradun-248001. Uttarakhand.

India.

Subject

: Completion Certificate of Map No.R-1849/13-14-RE1

Dear Sir/Madam,

This is to certify that the construction / Re-construction / or Demolition of Property No. 118 SUBHASH ROAD Khasra No. 118 SUBHASH ROAD situated at Colony Road OOPT CRONY SKETING WORLD, Mohalla / Bazar opsite CRONY SKETING WORLD has been completed as per the approved map dated 21/09/2017 ( As per Junior Engineer's Report Dated 18/11/2017 ) subsequently the Completion Certificate is being issued.

Date:

Exe. Engr./Assist. Engr./Sup.Engr.

Secretary / Vice Chairman Mussoorie Dehradun Development Authority Dehradun

Digitally Signed by Mr. Prakash Chandra Dumka(PCS) Secretary, MDDA Date: Thu Nov 23 10:44:19 IST 2017

Reason: Online Map Approval Location: Dehradun

Page 1 of 1

Photograph of All that Flat No. 102 situated at First Floor on "Lord Krishna Terraces" in property Old No. 68, Lytton Road, New No. 118, Subhash Road, Dehradun and property No. 1-A, (Old No. 68), Race Course Road, Dehradun having super area 269.51 Sq. Mts. (2900 Sq. ft.) Carpet area as per RERA Act 176.58 Sq. Mts. (1900 Sq. ft.) consisting of 4BHK along with all the common rights in all the common space i.e. stair cases, shafts, public corridors, entrance passages, water supply arrangements and installations etc., without roof rights

**SOLD BY** 

Mahalaxmi Buildwell Enterprises Pvt. Ltd.

SOLD TO

(1) Shri Shubham Gupta through his brother/attorney

holder Shri Shivam Gupta and (2) Shri Shivam Gupta



VENDOR

PURCHASER No. 2 for self and attorney holder of Purchaser No. 1



## INDIA NON JUDICIAL Government of Uttarakhand

## e-Stamp

#### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UK10558552674821R

27-Mar-2019 11:12 AM

NONACC (SV)/ uk1202704/ DEHRADUN/ UK-DH

SUBIN-UKUK120270416637762665084R

SHIVAM GUPTA AND SHUBHAM GUPTA

Article 23 Conveyance

SUBHASH ROAD DEHRADUN

: 1,50,00,000

(One Crore Fifty Lakh only)

MAHALAXMI BUILDWELL ENTERPRISES PVT LTD

SHIVAM GUPTA AND SHUBHAM GUPTA

SHIVAM GUPTA AND SHUBHAM GUPTA

7,50,000

(Seven Lakh Fifty Thousand only)



ad Sharma Vendor Cour

Please write or type below this line-----

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- The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
   The onus of checking the legitimacy is on the users of the certificate.
   In case of any discrepancy please inform the Competent Authority.

SHIIL

Verified and Locked

Eur Registrar-IV
Debrydun

"The contents of this certificate can be verified and authenticated world-wide by any members of the public at www.shcilestamp.com or at any Authorised collection center address displayed at www.shcilestamp.com free of cost."

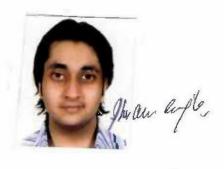
"Any alteration to this certificate renders it invalid. Use of an altered certificate without all the security features could constitute a criminal offence"

"This document contains security feafures like coloured background with Lacey Geometric Flexible patterns and Subtle Logo images, Complex ornamental design borders, Anti - copy text, the appearance of micro printing, artificial watermarks and other Overt and Covert features."



Para III. 1990.





### SALE DEED

This Deed of Sale is made on this the 27th day of March, 2019 between MahalaxmiBuildwell Enterprises Pvt. Ltd. (PAN-AAGCM9002K) a registered Private limited company, duly incorporated under The Companies Act,1956, having its office at Lord Krishna Residency, 5/28, Teg Bahadur Road, Dalanwala, Dehradun, through its Director Smt. Jagrati Sharma (Aadhar No. 841356523836) wife of Shri Anil Sharma resident of Lord Krishna Residency, 5/28, Teg Bahadur Road, Dalanwala, Dehradun (Hereinafter called the SELLER) of the One part;

#### IN FAVOUR OF

(1) Shri Shubham Gupta son of Shri Arun Gupta through his brother/attorney holder Shri Shivam Gupta son of Shri Arun Gupta and (2) Shri Shivam Gupta son of Shri Arun Gupta both residents of 10, Aradhana, Civil Line, Bareilly, Uttar Pradesh (Hereinafter collectively called the PURCHASER) of the Other Part

The expression the "SELLER" AND "PURCHASER" used herein unless repugnant to the context, shall mean and include their respective heirs, executors administrators, assignees and successors, etc.

WHEREAS the seller purchased land at Lytton Road (Subhash Road), Dehradun and at Race Course Road, Dehradun vide different sale deeds mentioned below:-

(1) The seller purchased all that undivided 1/2th share in all that open plot of land comprising of property Old No. 68, Lytton Road, New No. 118, Subhash Road, Dehradun having total area 34830 Sq. ft. or 3236.98 Sq. Mts. 1/2th share whereof comes to 1618.49 Sq. Mts. from M/s Shyam Shree Buildcon through its partners Mr. S.L. Bansal son of Late Mr. B.D. Bansal, Mr. Ashok Singhal son of Late Ganga Sahai and Mr. P.K. Jain son of Mr. J.P. Jain vide sale deed dated 29.10.2011 which is duly registered in the Office of the Sub Registrar, Dehradun in Book No. I, Volume 3889 at pages 1 to 178 at Serial No. 8193 dated 29.10.2011.

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- (2) The seller further purchased all that undivided 1/4th share in all that open plot of land comprising of property Old No. 68, Lytton Road, New No. 118, Subhash Road, Dehradun having total area 34830 Sq. ft. or 3236.98 Sq. Mts. 1/4th share whereof comes to 809.245 Sq. Mts. from Shri Anil Garg son of Late Shri Om Prakash Garg vide sale deed dated 14.03.2013 which is duly registered in the Office of the Sub Registrar, Dehradun in Book No. I, Volume 4710 at pages 281 to 298 at Serial No. 2402 dated 14.03.2013.
- (3) The seller further purchased remaining portion of open plot of land comprising in property Old No. 68, Lytton Road, New No. 118, Subhash Road, Dehradun) having an area of 809.245 Sq. Mts. from Shri Bhavnesh Kumar son of Late Shri Devi Dayal vide sale deed dated 15.05.2013 which is duly registered in the Office of the Sub Registrar, Dehradun in Book No. I, Volume 4827 at pages 257 to 278 at Serial No. 4507 dated 20.05.2013.
- (4) The seller further purchased land forming part of property No. 1-A, (Old No. 68), Race Course Road, Dehradun measuring 154.955 Sq. Mts. from Smt. Manshi Kapoor alias ManshiJohar wife of Shri Nitin Kapoor through her brother/attorney holder Shri Manav Johar son of Shri ManjeetJohar and Shri Manjeet Singh Sabarwal son of Late Shri Balwant Singh Sabarwal vide sale deed dated 02.02.2016 which is duly registered in the Office of the Sub Registrar, Dehradun in Book No. I, Volume 2527 at pages 325 to 348 at Serial No. 1216 dated 02.02.2016.

AND WHEREAS under the aforesaid four sale deeds the seller purchased total land measuring 3391.975 Sq. Mts. in property No. 68, Lytton Road and New No. 118, Subhash Road, Dehradun and property No. 1-A, (Old No. 68), Race Course Road, Dehradun. After purchasing said land the seller sold a piece of land measuring 98.69 Sq. Mts. to Shri Manjeet Singh Sabarwal son of Late Shri Balwant Singh Sabarwal resident of 1-A, Race Course Road, (Old No. 68), Dehradun in property No. 68, Lytton Road and New No. 118, Subhash Road, Dehradun vide sale deed dated 02.02.2016 which is duly registered in the Office of the Sub Registrar, Dehradun in Book No. I, Volume 2527 at pages 303 to 324 at Serial No. 1215 dated 02.02.2016 and the seller continued to be sole and absolute owner of the remaining 3293.285 Sq. Mts. of land in the said property.

AND WHREAS the name of the seller is duly mutated in respect of the aforesaid 3293.285 Sq. Mts. of land in property No. 68, Lytton Road, New No. 118, Subhash Road, Dehradun and Property No. 1-A (Old No. 68) Race Course Road, Dehradun in the records of Nagar Nigam, Dehradun.

AND WHEREAS the seller MahalaxmiBuildwell Enterprises Pvt. Ltd. is registered under part IX of the Companies Act 1956, on 26 October 2010 CIN U70102UR2010PTC033314/2010-2011 having its office at LORD KRISHNA RESIDENCY, 5/28 Teg Bahadur Road, Dalanwala, Dehradun

AND WHEREAS the seller submitted the plans for sanction to develop and construct residential complex under the name and style of "LORD KRISHNA TERRACES" to the Mussoorie Dehradun Development Authority who sanctioned the said plan vide its letter No. MEMO/MAP-R-1849/2013-2014 dated 03.12.2013 which was revised vide map No. R-1849/13-14 RE-1 dated 20.05.2016 and the same was further

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## बही संख्या 1 रजिस्ट्रीकरण संख्या 2047 वर्ष 2019

Sale (Immovable)

Sale(Residential Buliding)

प्रतिलिपि शुल्क

मालियत रु0: 12,397,801.00

कुल योग

प्रतिफल रु0 : 15,000,000.00

शब्द लगभग

रजिस्ट्रेशन शुल्क ₹0 50,000.00

रु0 10.00

इलेक्ट्रानिक प्रोसेसिंग शुल्क ₹0 400.00

₹0 50,410.00

1,000

श्री शिवम गुप्ता पुत्र श्री अरुण गुप्ता निवासी १० आराधना, सिविल लाईन, बरेली, उत्तर प्रदेश स्वयं व बहैसियत मुख्तारेआम श्री शुभम गुप्ता ने आज दिनांक 28 Mar 2019 समय मध्य 1PM व 2PM को कार्यालय उपनिबन्धक देहरादून, चतुर्थ मे प्रस्तुत किया।



देहरादून,चतुर्थ

28-Mar-2019

इस लेख पत्र का निष्पादन विलेख में लिखित तथ्यों को सुन व समझकर श्रीमती जागृति शर्मा पत्नी श्री अनिल शर्मा निवासी लार्ड कृष्णा रेजीडेंसी, ५/२८, तेग बहादुर रोड, डालनवाला, देहरादून डायरेक्टर महालक्ष्मी बिल्डवैल इंटरप्राइजेज प्रा० लि० विक्रय धन मुबलिग रु0 15,000,000.00 प्रलेखानुसार पाकर निष्पादन स्वीकार किया । इस लेखपत्र का निष्पादन केता श्री शिवम गुप्ता पुत्र श्री अरुण गुप्ता निवासी १० आराधना, सिविल लाईन, बरेली, उत्तर प्रदेश स्वयं व बहैसियत मुख्तारेआम श्री शुभम गुप्ता \ ने भी स्वीकार किया।

पुत्र श्री जीत बहादुर निवासी मोथरोवाला, देहरादून जिनकी पहचान श्री चन्द्र भान तथा श्री निर्मल नेगी पत्र श्री श्रीचन्द सिंह नेगी निवासी टर्नर रोड, देहरादून ने की।

> इहरादन,चतुर्थ 28-Mar-2019



flat under the name and style of "LORD KRISHNA TERRACES" Subhash Road, Dehradun, which in future also will be known as "LORD KRISHNA TERRACES" Subhash Road, Dehradun.

AND WHEREAS the seller developed and constructed the said Residential Flats under the name and Style of "LORD KRISHNA TERRACES" Subhash Road, Dehradun alongwith boundary wall and the seller is sole and absolute owner of the entire Complex with all the constructions and boundary wall etc. known as "LORD KRISHNA TERRACES" Subhash Road, Dehradun.

AND WHEREAS the seller deposited sewer tax/water tax charges with Uttarakhand Jal Sansthan Dehradun vide receipt No. 5435357 dated 01.12.2016 of total amount Rs. 1,74,515/- on above said building.

AND WHEREAS for the electrification the seller/developer deposited the fee by Bankers Chequeof Rs.7,76,620/-vide letter no - 2062 on 01.06.2017, R No. 076121 dated 05.06.2017.

AND WHEREAS the Flats constructed in "LORD KRISHNA TERRACES" Subhash Road, Dehradun are free from all encumbrances, liens, demands, claims, objections, charges, sale agreements, securities, attachments, mortgages, debts, bars, litigations, acquisitions, ceiling etc. and the seller has absolute and unrestricted right to sell, convey, assign, alienate and transfer the same.

AND WHEREAS the purchaser No. 1 executed general power of attorney dated 26.03.2019 in favour of his brother Shri Shivam Gupta, purchaser No. 2, duly registered in the office of the Sub Registrar-I, Bareilly in Book No. IV, Volume 239 at page 117 to 132 at Serial No. 90 dated 26.03.2019. The said power of attorney is still in full force and has not been revoked by the executant till today and Shri Shivam Gupta has power to execute this deed.

AND WHEREAS the seller has agreed to sell Flat No. 102 having super area of 269.51 Sq. Mts. RERA Area 176.57 Sq. Mts. (1900 Sq. ft.) situated on First Floor in said "LORD KRISHNA TERRACES" Subhash Road, Dehradun, more fully described in the schedule below which is hereinafter referred to as the "Said Flat" with all rights ancillary and appurtenant thereto, to the purchaser for a total consideration of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs only)

NOW THEREFORE THIS SALE DEED WITNESSES AS FOLLOWS:-

- 1. That in pursuance of the aforesaid agreement and in consideration of the said sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs only) paid by the purchaser to the seller in the following manner:-
- (a) Rs. 1,14,13,000/- vide Demand Draft No. 258587 dated 14.01.2019 drawn on Bank of Baroda
- (b) Rs. 34,37,000/- vide cheque No. 405373 dated 22.02.2019 drawn on State Bank of India
- (c) Rs. 1,50,000/- through TDS

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# बही संख्या 1 रजिस्ट्रीकरण संख्या 2047 वर्ष 2019





प्रतिज्ञ एवं साक्षीगण भद्र प्रतीत होते हैं। सभी के अंगुष्ठ चिन्ह नियमानुसार लिये गये है।

रजिस्ट्रीकर्ता थिधकारी / उप-निबंधक, देहरादून,चतुर्थ 28 Mar 2019 Thus on receipt of the entire sale consideration of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs only) which the seller hereby admit and acknowledge in full and final payment of sale consideration, the seller DOTH hereby transfer, convey and assign by way of absolute sale UNTO the purchaser all that residential Flat No. 102 in "LORD KRISHNA TERRACES" situated at First Floor more particularly described in the schedule given hereunder together with all rights, liberties, privileges, easements, appurtenances thereto or necessary for the enjoyment of the said Flat TO HAVE AND TO HOLD the same to the purchaser together with all rights and appurtenances absolutely and forever. It is hereby clarified that the purchaser shall have ownership right only in the said Flat and no ownership right is transferred on land appurtenant thereto. The purchaser shall have the license to use the land appurtenant thereto and in common areas and facilities in the said multi-storied building known as "LORD KRISHNA TERRACES".

- 2. That the said flat hereby sold is free from all encumbrances, charges, liens, demands, guarantee, mortgages (either equitable or otherwise) disputes/litigations, court or other attachments etc. whatsoever and the actual, vacant and physical possession whereof has been delivered to the purchaser on the spot.
- 3. That the seller has good and subsisting marketable title to sell and transfer the said flat to the purchaser, as is hereby conveyed.
- 4. That the seller shall hereafter execute all such deeds and do all such things as may be required for completely and more perfectly assuring the title of the said Flat to the purchaser and keeping the purchaser in possession, ownership and enjoyment thereof, as per the true intent and meaning of these presents as may reasonably be required.
- 5. That in case, any defect in the title of the seller is discovered, the seller undertakes to make the title perfect and good at its own cost and seller shall fully reimburse the purchaser upto the extent of the loss so suffered by the purchaser.
- 6. The purchaser shall have the full proprietary rights and will be at liberty to transfer, mortgage, lease, gift or otherwise deal with the said flat provided that the purchaser shall not be entitled to demolish or commit waste in respect of the land, flat or parking space or allow anything to be done in the said flat or in relation to the parking space, to affect prejudicially the other occupiers of the said building/block. The purchaser shall also get the said flat mutated in their name in Nagar Nigam, Dehradun.
- 7. That the land on which the said complex has been constructed, the common passage, spaces, lobbies, corridors outside the said flats and all kind of common amenities thereto shall remain joint and attached for the benefit of all the occupiers of the other flats in the block and no person shall be allowed to encroach any portion of common areas for any reasons whatsoever, at any times.
- 8. That the purchaser has inspected the flat hereby sold and is satisfied with the construction.

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- 9. That the purchaser shall be liable to pay and contribute in proportion to the covered area of the flat and floor area of the parking space hereby conveyed to the purchaser towards the payments of municipal rates, taxes, service charges and other outgoings of statutory or government requirements only. Depending upon the circumstances, the statutory dues may be paid by the purchaser directly to the statutory authority. If the Management Committee of the Flat owners Association named "KRISHNA TERRACES WELFARE SOCIETY" start functioning and makes arrangement then such statutory dues may be paid through such Welfare Society.
- 10. That all taxes, land revenues and other charges etc. upto the date of this deed in respect of the said flat shall be paid by the seller and hereafter the same shall be paid by the purchaser. However, in case of any consolidated demand, proportionate amount of respective share shall be paid by the purchaser.
- 11. That the seller shall continue to have the right to raise further stories as may be permitted by the development authorities which shall be the sole property of the seller with full rights to it to hold or transfer the same in any manner. The seller shall be entitled to connect electric, water, sanitary, drainage etc. therein.

### THE PURCHASER/S HEREBY AGREE:

- 1. That excepting the flat with amenities and appurtenant rights hereby sold to the purchaser, the seller shall be at liberty to sell, transfer and/or deal with or dispose off his remaining right, title and interest in other portion of the complex "LORD KRISHNA TERRACES", Subhash Road, Dehradun. However, the seller shall not do any act to prejudice the undivided rights and interest of the purchaser in the said flat and appurtenant amenities and rights thereof.
- 2. The Seller or persons claiming through, under or in trust for the Seller shall have the right to enforce the stipulations contained hereinafter.
- 3. To become a member of Flat Owners Association "KRISHNA TERRACES WELFARE SOCIETY" (hereinafter referred to as the said Welfare Society) for the purposes of providing common services and maintenance of the common areas of the said complex.
- 4. The maintenance, upkeep, repair, security, parking management, power backup facilities, all the fire fighting& machines maintenance etc. in the complex which seller shall handover to the said Welfare Society including the landscape in and common areas of the complex will be organized by the "KRISHNA TERRACES WELFARE SOCIETY". The purchaser shall be bound to pay maintenance charges as fixed by the seller or its Nominee and finally by the "KRISHNA TERRACES WELFARE SOCIETY" from time to time depending upon the maintenance cost.
- 5. In future, if any decoration of the exterior of the building is warranted, the purchaser shall not decorate the exterior of the building. The same shall be decorated by the "KRISHNA TERRACES WELFARE SOCIETY".

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- 6. That the Purchaser/s shall carry out at his/her cost such repairs and maintenance to water lines, sewerage lines and the like in the said flat if there by any complaint from the flat owner under the flat hereby sold of leakage/seepage of water, sewage and the like through the floor of the said flat of the Purchaser/s (i.e. roof of the owner of the apartment underneath the same).
- 7. The purchaser shall pay the charges for obtaining eletric/power connection in the flat hereby sold as per charges of the Uttarakhand Power Corp. Ltd. The connection shall be applied and obtained directly in the name of the purchaser (Flat owner) after execution of the sale deed.
- 8. That as the flats in the complex are situated at different levels/floors, the purchaser shall have no objection for natural flow of water i.e. rain/drainage etc. of the flats of the complex from outside the flat hereby sold.
- 9. That the purchaser shall keep and maintain the demised flat, its periphery walls, doors, sewer lines and other fittings and fixtures in proper repairs and in good working conditions so that it may not affect other flats.
- 10. The Purchaser has/have inspected the flat hereby sold satisfied as to all works done by the seller in the said flat and Purchaser has no claims against the Sellers in respect of the flat hereby sold including but not limited to the following:
- a) Correctness of the measurements/area of the said flat area and location of car parking space/s allotted;
- b) Amenities/services provided in/to the flat
- c) Quality of construction of the said flat and the Block/Wing in which Scheduleflat/apartment is situated;
- d) Electrification and plumbing etc., in the said flat and the Block/Wing in which the said flat is situated;
- e) Finishing of common areas and facilities in the Block/Wing in which said flat is situated;
- 11. The Purchaser/s hereby declare/s and confirm/s that he/she/they has/have no claims against the Sellers/Developer in relation to the said flat and the development in "Lord Krishna Terraces" whatsoeverand hereby confirms that the Seller has complied with all its obligations towards the Purchaser/s, to the satisfaction of the Purchaser/s and hereby fully and completely discharges the Sellers from all its obligations and further agrees to promptly comply with and adhere to the terms of this Sale Deed while enjoying the said flat with amenities and appurtenant rights.
- 12. From the date the said flat is is handed over or deemed to have been handed over to the purchaser, the purchaser shall be liable to proportionately share and pay for the common maintenance expenses incurred by the seller or the Maintenance Agency or the said Welfare Society appointed by the seller for maintenance of all the common areas and facilities in "Lord Krishna Terrace".

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13. The complex in which the said flat is situated shall be known as "LORD KRISHNA TERRACES". No one except the seller shall have any rights, at all times, to change the name of the complex. If other than seller any other person found to have altered the name of the said complex "LORD KRISHNA TERRACES", the seller will impose heavy monetary penalty as decided by the management of the "KRISHNA TERRACES WELFARE SOCIETY"

### RESTRICTIONS ON THE RIGHT/S OF THE PURCHASER/S:

The Purchaser/s shall be bound by the following restrictions and covenants in the course of Ownership and enjoyment of the said flat:

- 1. The purchaser shall use the said flat according to laws, rules and regulations of the municipal authorities, development authorities and other local bodies and shall not block any common passage, terrace and common amenities etc. and shall not cover any verandah or balcony. That the purchaser shall not do any/or cause to be done by any act or thing which may cause or tend to be caused any damage to the flooring, ceiling of common walls of the demised flat
- 2. The purchaser shall not post any advertisement or poster of any kind in the building or complex or on the said flat without permission of the association/society.
- 3. The purchaser shall not make or allow to be made any noise at high pitch or do any works or thing or act or conduct himself or allow any person in the flat to conduct or do anything in such a way that might cause irritation, annoyance or disturbance to any other resident or occupier of the said building
- 4. That the purchaser shall not make any additions, alterations or change in the elevation of the demised flat.
- 5. That in the demised flat the purchaser shall not engage in any business activities which may be prohibited by law and shall not store any type of hazardous or combustible materials which may be so heavy as to adversely affect the construction or stability of the building or any part thereof.
- 6. Not to raise any construction in addition to the said flat/apartment
- 7. Not to use or permit to be used of the said flat in a manner which may diminish the value, utility of pipes, cisterns and other common amenities provided in the said building.
- 8. Not to use the space in the land left open after the construction of the said building in a manner which might cause hindrance to the free ingress to or egress from any part of the said building.
- Not to park any vehicle at any place other than the area provided therefor.
- 10. Not to default in the payment of any taxes or levies or expenses which are to be shared with the other owners of flat is the said Complex.

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- 11. Not to make any arrangement for the maintenance of the exterior of the said flat/apartment or the common amenities therein other than that specified by the seller.
  - 12. Not to carry or cause to be carried heavy packages which are likely to damage the lobbies, staircases, lifts, ladders, common passages or any other structure or parts of the said building.
- 13. Not to use or permit the user of the common passages, common staircases or common areas for storage or in a manner as to cause inconvenience, obstruction or nuisance to others or to affect the aesthetics of the said building or any part thereof.
- 14. Not to store any materials or construct anything on the balcony/terrace and shall keep the balcony/terrace always clean, open to the sky and unbuilt upon.
- 15. Not to construct anything in the space left open after construction of building in the Complex or in the space meant as garden/lawn
- 16. Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and/or other refuse from the said flat or in the common areas or any other part of the complex.
- 17. Not to cause any nuisance or health hazard to the other occupants of the said building.
- 18. To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the seller.
- 19. Not to use the open areas specifically allotted as lawn or terrace to any other flat owner.
- 20. Not to use the said flat for any business or purposes which is prohibited in law or for any commercial activity or in such a way as to cause nuisance, health hazard to others. Purchaser shall use the said flat only for residential purposes.
- 21. Not to seek for partition of common facilities or services or other land in the complex by metes and bounds, but shall always enjoy the said flat and/other common areas and services as co-owner alongwith other co-owners thereof.
- 22. Not to carry on any act or commit any default which will affect the structure of the said Building or which will weaken or likely to weaken the structure of the said Building/complex.

## EXPENSES TO BE BORNE BY THE PURCHASER/S:

The Purchaser/s shall bear all expenses relating to the said flat including internal repairs and maintenance, insurance, Corporation tax relating thereto. The Purchaser/s also shall also bear and pay within seven days of the demand for the following common expenses:

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- a. Maintenance and replacement of pump sets, lifts and other machinery, electrical lines common to the said building.
- Replacement of bulbs in corridors and other common places.
- c. Provision for Watchmen and security.
- Maintenance of garden common to all.
- e. Maintenance of common facilities and amenities.
- f. Insurance of the said building.
- g. Provision of water common to all
- h. Electricity charges and power backup charges for common area and services
- Any other service or facility provided by the Seller.
- Fuel/Power Backup charges as per uses.

Should the Purchaser/s default in any payment of any due for any common expenses, benefits or amenities, the said seller shall have the right to remove such common benefits or amenities including electricity and water connections from the Purchaser/s's enjoyment which shall be reconnected after—such arrears are cleared.

## OTHER TERMS & CONDITIONS OF THIS DEED ARE AS FOLLOWS

- 11. The purchaser shall have no rights to raise any objection or cause anything to be done to harm the seller from making further construction at the upper most roofs etc. However in so doing the seller shall have no interference in the peaceful use of the said flat by the purchaser.
- 2. That the seller as the owner shall also have full rights on the roof and the terrace including parapet walls etc.
- 3. That the seller shall also have right to get the Electric, Water, sewer and other connection for additional story and structures and other construction made in future from the existing Electric, Water, sewer connection etc. without any interference, obstruction or objection from the purchaser. It is made clear that the purchaser shall only have the right to use the demised flat between the periphery of its wall and under the roof thereof, it is also made clear that the purchaser shall have no right over the roof of the demised flat.
- 4. That no proceeding under Section 20(5) and 10 of Urban Land Ceiling and Regulation Act are pending.
- 5. That all provisions of the Uttar Pradesh Flats ownership of Flat Act, 50/1975 shall be applicable to the sold flat/apartment and the purchaser will by all means abide by the maintenance agreement.
- 6. That the flat hereby sold is situated within limits of Nagar Nigam, Dehradun and is beyond the purview of UP ZA & LR Act duly amended by Uttaranchal Amending Act 2003.
- 7. That as per agreement between the parties hereto the stamp duty on this sale deed alongwith the registration charges shall be borne and paid by the purchaser.

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- 8. That the seller has agreed to provide one reserve covered parking in basement with single entry for parking of one car in the same building, under the condition of No due clause of the KrishnaTerraces Welfare Society right of parking is canceled if any due of the society is not paid for more than 90 days from date of due.
- That GST is not applicable as the Flat was sold after the completion of project.

That the flat is semi - finished flat

11. That the flat hereby sold in the Complex LORD KRISHNA TERRACES is situated at 118 - Subhash Road (Old No 68) & 1-A Race Course Road, Dehradun and is included in circle rate list issued by Collector, Dehradun.

That the whole project is situated at one side road.

13. That the flat hereby sold in the Complex LORD KRISHNA TERRACES is situated at 118 - Subhash Road (Old No 68) & 1-A Race Course Road, Dehradun and is included in circle rate list issued by Collector, Dehradun.

That the whole project is situated at one side road.

15. That the seller is an Indian Company and the purchaser is an Indian Citizen.

- 16. That the flat being hereby sold is situated at 118 Subhash Road (Old No-68)& 1-A, Race Course Road, Dehradun and situated on First Floor in the complex Lord Krishna Terraces at 118, Subhash Road (Old No. 68) and 1-A, Race Course Road, Dehradun. The super area of the Flat is 269.51 Sq. Mts. as per circle rate, the valuation of the said Flat comes to 269.51 x 40,000/- = Rs.1,07,80,700/-. The flat situated at Main Subhash Road and circle rate is to be enhanced by 15% which comes to Rs. 16,17,101/-. As per circle rate the value of the flat comes to Rs.1,23,97,801/-. The sale consideration of Rs. 1,50,00,000/- on which the stamp duty of Rs. 7,50,000/- is being paid.
- 17. That the flat sold is already handover as ready to move in Dec., 2017, fully completed and on the date 01.10.2018 of possession everything is inspected and found properly by the Purchaser and the Purchaser is fully satisfied and declares that there is no pending work or defect or repair is to be done from seller's side.
- 18. The Seller is registered under the Real Estate Regulation Authority with the Reg.No UKREP09170000016 dated 20.09.2017 and completion certificate has been obtained from the MDDA dated 23.11.2017.
- 19. That the Latitude & Longitude No. is 30.3140526, 78.0469809 of the said property.

SCHEDULE OF PROPERTY

All that Flat No. 102 situated at First Floor on "Lord Krishna Terraces" in property Old No. 68, Lytton Road, New No. 118, Subhash Road, Dehradun and property No. 1-A, (Old No. 68), Race Course Road, Dehradun having super area 269.51 Sq. Mts. (2900 Sq. ft.) Carpet area as per RERA Act 176.58 Sq. Mts. (1900 Sq. ft.) consisting of 4BHK along with all the common rights in all the common space i.e. stair cases, shafts, public corridors, entrance passages, water supply arrangements and installations etc., without roof rights, (more fully shown in the annexed map), bounded and butted as under:-

East

Open common passage and entry of flat

West

Parking on Ground Floor and common passage

North

Parking on Ground Floor and common passage/Swimming Pool

South

Open duct and common wall with Flat No. 101

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In Witness whereof, the Vendor and the Purchaser have put their signatures on this deed on the day month and year herein above written.

**VENDOR** 

PURCHASER No. 2 for self and attorney holder of Purchaser No. 1

In Compliance of Section 32A of the Registration Act 1908

Name of the Vendor:- MahalaxmiBuildwell Enterprises Pvt. Ltd. (PAN-AAGCM9002K) a registered Private limited company, duly incorporated under The Companies Act,1956, having its office at Load Krishna Residency, 5/28, Teg Bahadur Road, Dalanwala, Dehradun, through its Director Smt. Jagrati Sharma (Aadhar No. 841356523836) wife of Shri Anil Sharma resident of Load Krishna Residency, 5/28, Teg Bahadur Road, Dalanwala, Dehradun

Left Hand fingers impression

Angusth

Tarjani

Madhyama

Anamika

Kanishthika

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Right Hand fingers impression

Angusth

Tarjani

Anamika

Kanishthika











Signature of Vendor/seller

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Name of the Purchaser:-(1) Shri Shubham Gupta son of Shri Arun Gupta through his brother/attorney holder Shri Shivam Gupta son of Shri Arun Gupta and (2) Shri Shivam Gupta son of Shri Arun Gupta both residents of 10, Aradhana, Civil Line, Bareilly, Uttar Pradesh

Left Hand fingers impression of purchaser No. 2

Angusth

Tarjani

Madhyama

Anamika

Kanishthika









Right Hand fingers impression of purchaser No. 2

Angusth

Tarjani

Madhyama

Anamika

Kanishthika











WITNESSES:-

1. Shri Chandra Bhan S/o Shri Jeet Bahadur R/o Motharowala, Dehradun (V.I.D. No. IBG1067289) **Gin** 

Signature of Purchaser No. 2

2. Shri

Shri Nirmal Negi S/o Shri Shrichand Singh Negi R/o Turner Road, Dehradun (V.I.D. No. WJL0214239)

Draffed by Mr. Vijay Vníyal, Advocate, Dehradun

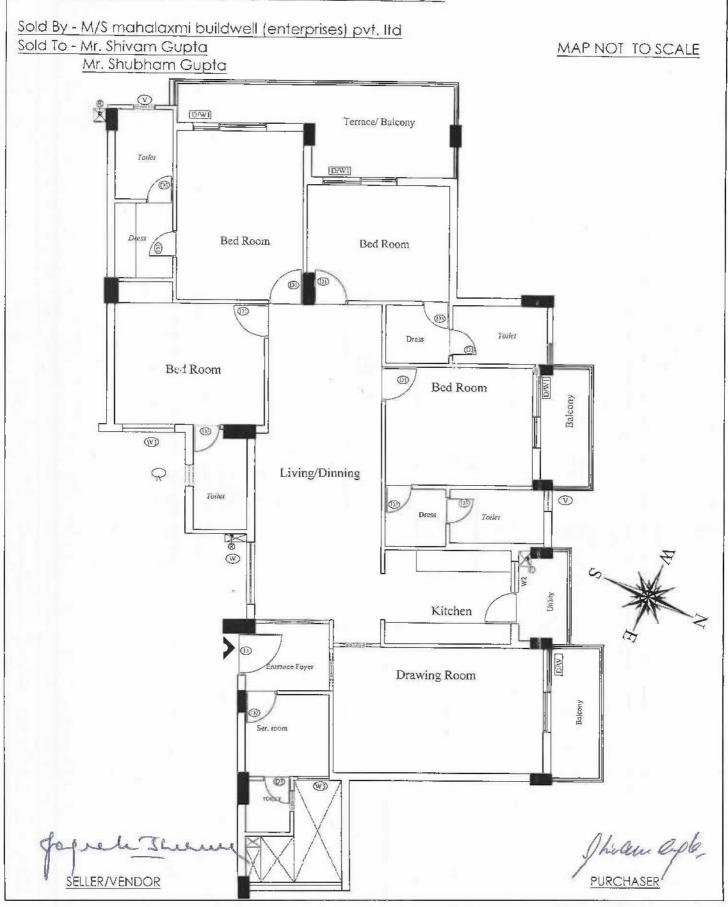
Photo attested by parties.

Signatures of Vendor and purchaser identified by the witnesses.

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बही संख्या 1 जिल्द 4,557 के पृष्ठ 165 से 204 पर क्रमाक 2047 पर आज दिनांक 28 Mar 2019 को रजिस्ट्रीकरण किया गया। 1

रजिस्ट्रीकर्ता अधिकारी / उप-किबंधक,देहरादून,चतुर्थ 28 Mar 2019 Site Plan of all that flat no. 102 situated at 1st floor on "Lord krishna terraces" on old no. 68 LYTTON ROAD, new no. 118, subhash road and property No. 1-A(old no. 68), Race Course Dehradun having super constructed area of 269.52 sqmts. (2900 sqft.) and carpet area as per RERA 176.58 Sqmt. (1900 Sqft.) consisting of four Bedreoms, Drawing cum Dinning, Kitchen, Toilets and Balcony, along with all the common rights in all the common spaces i.e. Staircases, Lifts, Shafts, Public Corridors, Entrance Passages, Water Supply Arrangements and all common installations etc., without roof rights



बही संख्या 1 जिल्द 4,557 के पूछ 165 से 204 पर क्रमाक 2047 पर आज दिनांक 28 Mar 2019 को रजिस्ट्रीकरण किया गया।

> रजिन्दीकर्ता अधिकारी / उप-निबंबक नेहरातृत, पतुर्थ 28 Mar 2019