



SUNCITY
PROJECTS LIMITED

lien Released. Non-Excluded by
India Bureau of Deeds
01.03.2003



October 22, 2003

POSSESSION LETTER

This letter of handing over/taking over of possession is executed between M/s Suncity Projects Limited having its registered office at B-10, Lawrence Road Industrial Area, Delhi-110035 through Mr. A.K. Jain S/o Sh. Komal Chand Jain (hereinafter referred to as the First Party).

AND

Mr. Anil Kumra S/o Late Sh. Inder Jeet Kumra
Mrs. Poonam Kumra W/o Mr. Anil Kumra
R/o A-92, Oakwood Estate, DLF, Phase-II, Gurgaon.
(hereinafter referred to as the Second Party).

Whereas the Second Party has purchased a floor from First Party admeasuring 1582 Sq. ft. No. C-96/First Floor, Suncity, Sector 54, Gurgaon vide Letter of Allotment dated 1st October, 2001 - pending registration.

Whereas subject to the execution of Sale Deed as and when allowed to be executed by the competent authority, the First Party is handing over the physical possession at site to the Second Party.

NOW THIS POSSESSION LETTER WITNESSETH AS UNDER:

1. The First Party hereby hands over vacant physical possession of Floor No. C-96/First Floor Suncity, Sector 54, Gurgaon admeasuring 1582 Sq. ft. (146.97 Sq. mtr.) to the Second Party and Second Party takes over the vacant physical possession of floor.
2. The First Party hereby declares that the above-mentioned floor is totally vacant without any encumbrances at the time of taking over possession by Second Party.
3. The Second Party has satisfied himself/herself/themselves about the amenities and services provided by the First Party and hereby declares that the amenities and services are as per the agreement between the First Party and Second Party and further declare that all the assurances given by the First Party has been duly fulfilled and the floor is complete in respect of all specifications written in the 'Letter of Allotment'.

4. The Second Party henceforth will be fully responsible to take care of the floor.
5. The Second Party declares that Second Party has no claim, demand or grievance of any nature whatsoever against the First Party.

Date: 6/11/2003

Place: gurgaon

WITNESSES

1. *[Signature]* - 104. Sunita ()

[Signature] For First Party

POSSESSION HANDED OVER

- 2.

For Second Party
[Signature]

POSSESSION TAKEN OVER

10Rs.



EXECUTIVE FLOORS

Suncity Projects Limited

To,
Mr. Anil Kumra,
Mrs. Poonam Kumra,
1208, Sector - 17,
Faridabad.

LETTER OF ALLOTMENT

**SUBJECT : ALLOTMENT OF Independent Floor in OUR RESIDENTIAL
COMPLEX "SUNCITY" IN SECTOR 54, GURGAON, HARYANA.**

Dear Sir or Madam,

In response to your application dated 24.09.01 for the booking of Independent Floors (hereinafter called "Floor") in our residential complex "Suncity" in Sector-54, Gurgaon, Haryana, we (hereinafter referred to as the "Company") have pleasure to inform you (hereinafter referred to as the "Allottee") that you have been allotted Floor No. C-96 on First floor admeasuring 1582 sq. ft. Covered Area (147.03 sq. mtr.) on a plot of 300 sq. mtr. (360 sq. yds.) in "Suncity" GURGAON (with specifications as provided in the Brochure of the Executive Floor.)

The Suncity Complex is located on or about 109.377 acres of freehold land purchased by (1) M/s. Uddar Gagan Properties Pvt. Ltd. (2) M/s. Uddar Trees Growing Pvt. Ltd. (3) M/s. Sharad Farms & Holdings Pvt. Ltd. (4) M/s. Dhir Constructors & Builders Pvt. Ltd. (5) M/s. North Delhi Oil Seeds Plantation Pvt. Ltd. (6) M/s. Sonika Properties Pvt. Ltd. (7) M/s. Haryana Orchards Pvt. Ltd. from their rightful owners as recorded in the Revenue record in Village Haiderpur Viran, Tehsil and District Gurgaon, Hadbast No. 76, under diverse Sale Deeds executed in their names and duly registered with the Sub-registrar of Assurances, Gurgaon after proper investigation and certification of their title by an Advocate of repute. The land has been duly mutated in the names of the said seven companies as its present owners.

For Suncity Projects Ltd.

SELLER

Auth Sign.

Poonam Kumra

ALLOTTEE

The Department of Town & Country Planning, Government of Haryana granted licenses Nos. 89 to 95 all dated 3.7.1998 to the above companies for the development of residential colony on the said land and also approved the layout plans of the colony.

The aforesaid seven companies and the Suncity Projects Ltd. (Suncity) entered into a Development Agreement dated 9.12.1998 where under the aforesaid seven companies, inter alia, authorised "Suncity" (hereinafter called "Company") to develop the said land at its own expense into a residential colony as per the sanctioned plans and book for sale and sell the various plots and flats, to realise the sale price from the intending allottee, to give receipts for consideration received in its own name and to do all other acts, deeds and things necessary and incidental to the scheme of development and sales of the plots and flats.

The allotment is made subject to your acceptance of the following terms and conditions :

1. The price of the Floor as agreed to is Rs. 17,70,411.80 including the External Development Charges (Rupees Seventeen lac Seventy thousand Four hundred Eleven and paise Eighty only) .
2. The Payment of the above price shall be made by the allottee to the Company as per the schedule I attached. The allottee has agreed that the seller/company is under no obligation to send demands/reminders for payments. The timely payment is the essence of the agreement.
3. The Allottee has applied for allotment of Floor with full knowledge and subject to all the laws rules and notifications applicable to this area in general which have been explained by the Company and understood by him/her/them.
4. The allottee has fully satisfied himself/herself/themselves about the right title and interest of the Company in the said land and has/have understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee in this respect.
5. The allottee has accepted the plans, designs, which are tentative and are kept at the Company's Regd. Office at B-10, Lawrence Road, Industrial Area, Delhi - 110 035 and Mktg. Office at 48, Tolstoy Lane, New Delhi - 110 001 and agrees that the Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by any competent authority and the allottee hereby gives his/her/their consent to such variations, additions, alterations, deletions and modifications.
6. The Company shall under unavoidable circumstances have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of Floor change in its number, dimensions, area, layout or change of entire scheme.
7. External Development Charges for the external services to be provided by the Haryana Government is included in the Price mentioned above. In case of any increase in these charges in future the said increase shall be paid by the allottee on pro-rata basis as and when demanded by the Company.
8. The allottee shall make payment of installments due towards the total price as per the schedule of payment mentioned in para 2 hereinabove. The installments due shall be paid on due dates on demand.

For Suncity Projects Ltd.

SELLER

Auth Sign.

ALLOTTEE

9. The allottee also agrees to make all payments through demand drafts/cheque drawn upon and payable at New Delhi/ Delhi only. The punctual payment on time is the essence of this contract. It shall be incumbent on the allottee to comply with the terms of payment and other conditions of sale, failing which the allottee shall have to pay interest on the delayed payments @ 18% per annum upto three months and @ 24% per annum beyond three months. If the payments are delayed beyond six months the allotment shall stand cancelled and 10% of the total sale price of the Floor (i.e., earnest money) will be forfeited and the balance amount, if any, will be refunded without any interest.
10. The allottee agrees to reimburse to the Company and to pay on demand all taxes, levies or assessments whether levied now or leviable in future on Floor from the date of possession.
11. The allottee of the Floor shall pay Interest Free Maintenance Security (IFMS) deposit for maintaining and up keeping of the colony and providing the various services as determined by the Company or its nominated agency as and when demanded by the Company/its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The allottee agrees and consents to this arrangement and will not object to the same either singly or jointly with other buyers.
12. The sale deed shall be executed and registered in favour of the allottee within the reasonable time after the completion of development work at the site and after receipt from him/her/them full price and other charges. Cost of stamp duty and registration charges etc. as applicable will be extra and shall be borne by the allottee. The allottee shall pay, as and when demanded by the Company stamp duty and registration charges and all other incidental and legal expenses for execution and registration of sale deed of the Floor in favour of the allottee.
13. The allottee shall not be entitled to get the name of his/her/their nominee(s) substitute in his/her/their place without the prior written approval of the Company who may, in its sole discretion, permit the same on such terms and conditions including payments of such service/administrative charges as it may deem fit. In case of transfer before the execution of Sale deed to blood relations like son(s), daughter(s), real brother(s) or sister(s) or from husband to wife or from wife to husband, no administrative/service charges will be levied. In other cases the transfer charges will be notified from time to time. However, it will be the responsibility of the allottee to obtain the sanction of the competent authority if the transfer needs sanction under any enactment of the State or Central Government or under the rules and Bye-laws of any Statutory authority.
14. The Company shall have the first lien and charge on the said Floor for all its dues and other sums payable by the allottee to the Company.
15. The allottee undertakes to abide by all the laws, rules and regulations and to make payment and other charges leviable on the Floor as per the Schedule of Payment Annexed with this Allotment Letter.
16. The allottee shall not use the Floor for any purpose other than the use specified for it.

For Suncity Projects Ltd.

SELLER

Auth. Sign.

Poonam Kumari.

ALLOTTEE

9. The allottee also agrees to make all payments through demand drafts/cheque drawn upon and payable at New Delhi/ Delhi only. The punctual payment on time is the essence of this contract. It shall be incumbent on the allottee to comply with the terms of payment and other conditions of sale, failing which the allottee shall have to pay interest on the delayed payments @ 18% per annum upto three months and @ 24% per annum beyond three months. If the payments are delayed beyond six months the allotment shall stand cancelled and 10% of the total sale price of the Floor (i.e., earnest money) will be forfeited and the balance amount, if any, will be refunded without any interest.
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15. The allottee undertakes to abide by all the laws, rules and regulations and to make payment and other charges leviable on the Floor as per the Schedule of Payment Annexed with this Allotment Letter.
16. The allottee shall not use the Floor for any purpose other than the use specified for it.

For Suncity Projects Ltd.

SELLER

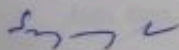
Auth. Sign.


Pranav Kumar
ALLOTTEE

17. The allottee agrees that the sale of the Floor is subject to force majeure clause which, inter alia, include delay on account of non-availability of construction material for road & other purposes or water supply or electric power or slow down, strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reason of war or enemy action or earthquake or any act of God, delay in decision/clearances from statutory body or if non-delivery of possession is as a result of any notice, order rules or notification of the Government and /or any other, public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of time of delivery of possession of the said Floor on account of force majeure circumstances.
18. The Company will in normal circumstances complete the development work by providing necessary services like laying of roads, water pipe lines, sewer lines, electricity poles and wires in the colony and connecting the same with the main road and main sewer and water pipe and electric transmission lines by March 2003, and subject to the compliance of the conditions of this Allotment letter by the allottee, will hand over the possession by March 2003 but this is subject to force majeure circumstances and reasons beyond the control of the Company.
19. The allottee shall get his/her/their complete address registered with the Company at the time of booking and it shall be his/her/their responsibility to inform the Company by Registered A.D. letter about all subsequent changes, if any, in his/her/their address failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her/them at the time when those should ordinarily reach such address and the allottee shall be responsible for any default in payment and other consequences that might occur therefrom. The address given in the application for allotment/booking of the Floor shall be deemed to be the registered address of the allottee until the same is changed in the manner aforesaid.
20. In case there are joint allottees, all communications shall be sent by the Company to the allottee whose name appears first and at the address given by him/her/them which shall for all purposes be considered as served on the allottee and no separate communication shall be necessary to the other named allottee(s).
21. The allottee will adhere to all applicable Building bye laws.
22. It is agreed that in the event Income Tax clearance (if applicable) U/c XXC as per form no. 371 is not received the entire amount received from the allottee will be refunded without any interest.
23. That provision of one open car parking space for each Floor has been made at no extra cost being charged by the Company. This clause is not applicable in case of floors constructed on a plot of 160 sq.yds
24. The prices are firm and is not subject to any escalation towards the cost of construction.
25. That the possession of the said Floor is to be delivered by the Company to the allottee by March 2003. However in case all the payments are made timely by the allottee & if there is any delay in handing over of the possession of the floor by the Company, the Company shall pay penalty charges calculated @ Rs. 5.00sq. ft. per month for period of delay.

For Suncity Projects Ltd,

SELLER

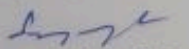

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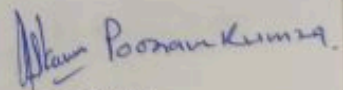
 Poonam Kishore
ALLOTTEE

26. That the possession of the said premises shall be delivered to the allottee after the said premises become ready for use and occupation provided all the amounts due and payable by the allottee as per the Allotment Letter is paid by the Allottee as stated in the schedule of payments, to the Company. The allottee shall take possession of the said Floor from the Company and if for any reason, the allottee fails to take the possession of the floor, he/she/they shall be liable to pay holding charges @ 5/- per sq. ft. per month for the period of delay in taking the possession.
27. That the allottee of the first and second floor shall have the right on the terrace of the second floor of the area earmarked:
- (a) The front half portion of terrace shall be in the ownership of 2nd Floor allottee and back half portion of the terrace shall be in the ownership of 1st floor allottee.
 - (b) The allottee of the ground floor unit of the said building will have limited right to the terrace above the second floor for the purpose of inspecting the overhead water tank and for fixing TV antenna and for no other purpose.
28. That, if as a result of any law passed by any Legislature or rule, regulation or order made and/or issued by the Government or any other Authority including a Municipal Authority, the Company is unable to complete the aforesaid building(s) and/or to deliver possession thereof the Allottee then the Company may, if so advised, challenge the validity, applicability and/or efficacy of such legislation, rule or order by moving the appropriate Courts, Tribunal(s) and/or Authority(ies). In such a situation, the money(ies) paid by the Allottee in pursuance of this Agreement, shall continue to remain with the Company and the Allottee shall not be entitled to move for or to obtain specific performance of the terms of this Agreement, if is hereby agreed that the Agreement shall stand revived and the Allottee shall be entitled to the fulfillment of all rights and claims in respect of this Agreement. It is hereby further agreed that in the event of the aforesaid challenge of the Company to the impugned legislation/order/rule not succeeding and the said legislation/order/rule becoming final, absolute and binding, the Company will pay to the Allottee and several other persons who have purchased or who may purchase hereafter either Floor and /or other portions of the said building(s), the amount (attributable to the relevant Floor) that may have been received by the Company with a simple interest @ 12 per annum and no compensation of whatsoever nature within such reasonable period and in such manner as may be decided by the Company and the Allottee agrees to accept the Company's decision in this regard to be final and binding. Save as otherwise provided herein, neither party to this Agreement shall have any other right or claim of whatsoever nature against each other under or in relation to this Agreement.
29. That the Allottee agrees and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said premises or at any time thereafter, have no right to object to the Company constructing or continuing with the construction of the other building(s) adjoining the building, or otherwise in the site earmarked for Independent Floor in the said Colony.
30. That the Maintenance charges for maintaining the common areas of the entire Colony including Roads, parks, street lights, sewer and water connection etc shall be fixed by the Company/Maintenance Agency depending upon the Maintenance costs on actual. The Maintenance of all the common areas and common facilities will be done by the Company and/or Maintenance Agency to be appointed by the Company at its sole discretion.

For Suncity Projects Ltd.

SELLER

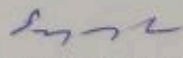

Auth. Sign.


ALLOTTEE

31. That the Allottee agrees to pay on demand taxes/cess/fee of all and any kind whatsoever, whether levied or leviable now or in future, on land and/or building(s), as the case may be, from the date of possession of the Floor and till such time as each floor is not separately assessed for such taxes/cess/fee for the land and/or building(s), the same shall be payable and be paid by the Allottee in proportion to the area of floor. Such apportionment shall be made by the Company or any other agency, as the case may be, and the same shall be conclusive, final and binding upon the Allottee. The allottee shall deposit with the concerned authority, as and when required, security deposit in respect of water and electric meters and shall also bear the expenses for installation etc. of the said meters.
32. That the Allottee shall pay as and when demanded by the Company, the Stamp duty, Registration charges and all other incidental and legal expenses for execution and registration of Sale/Conveyance deed in favour of the Allottee, in respect of the Floor which shall be executed and got registered after receipt of the full price, other dues and the said charges and expenses from the Allottee. The sale/conveyance deed shall contain terms and conditions contained herein and such additional terms and conditions as are considered proper by the Company. The Allottee shall not object to any such terms. The Allottee undertakes to execute the sale deed within thirty days from the date of Company intimating in writing the receipt of the Certificate for use of occupation of the said floor from the Competent authority. Unless sale/conveyance deed is executed and registered in favour of the allottee the Company shall for all intents and purposes continue to be the owner of the floor and also of the development work done thereon and this allotment shall not give to the allottee any right, title or interest therein.
33. That in case the said premises are not used and occupied by the Allottee himself/herself/themselves, he/she/they shall ensure that all obligations, liabilities and responsibilities devolving upon him/her/them under the Agreement shall be made by him/her/them equally binding on the occupier as part and parcel of the terms and conditions of the Agreement with the occupier.
34. That the Allottee, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973 and other applicable laws including that of remittance of payment(s) and for acquisition of the immovable Property in India.
35. The Delhi High Court and Courts subordinate to it alone shall have jurisdiction in all matters arising out of/touching and/or concerning this transaction.

DATE 24/9/01
PLACE: New Delhi

FOR AND ON BEHALF OF THE COMPANY


()
AUTHORISED SIGNATORY

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same.

DATE 24/9/01
PLACE: New Delhi

WITNESS

1

 Poonam Kumar
ALLOTTEE/S

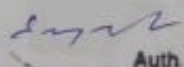
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SCHEDULE OF PAYMENTSSCHEDULE-1**DOWN PAYMENT PLAN**


(in Rs.)

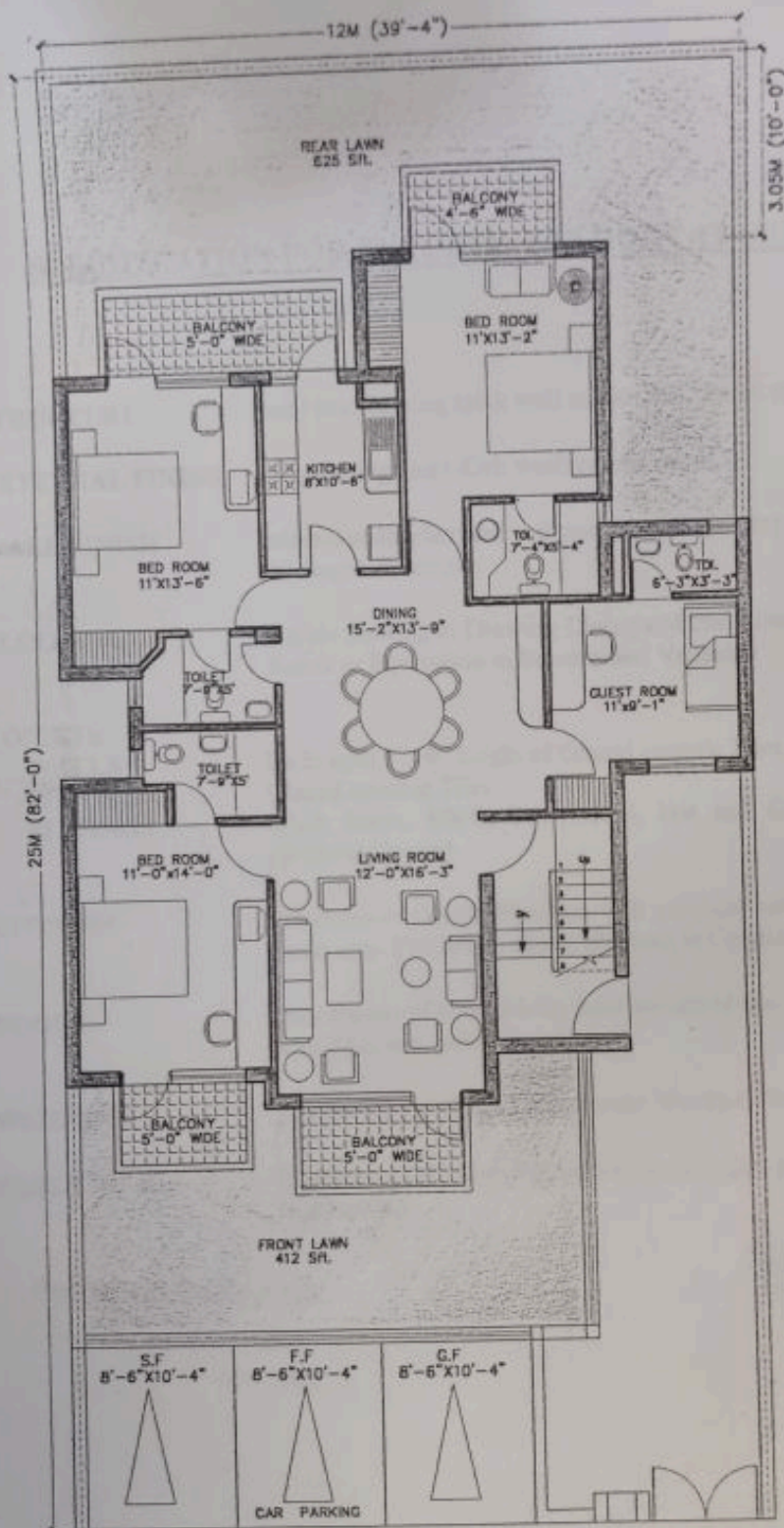
Basic Sale Price (BSP)	@	1119.10 per sq. ft.
Interest Free Maintenance Security (IFMS)		20000.00
AT THE TIME OF BOOKING	177,041.18	10% OF BSP
WITHIN 45 DAYS OF BOOKING	1,504,850.03	85% OF BSP
ON POSSESSION	108,520.59	5% OF BSP + IFMS
TOTAL	1,790,411.80	

For Suncity Projects Ltd.



Auth. Sign.

 Purnan Kumar



GR & 1ST FLOOR PLAN (TYPICAL)

INDEPENDENT FLOOR PLAN ON 300 SQM. PLOT (360 SQ. YDS.)

Covered Area on Ground Floor = 1482 Sft.

Area of Balconies @ 50% = 100 Sft.

Total Area = 1582 Sft.

For Suncity Projects Ltd.

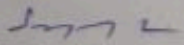
Wame Poonam Kumari


[Signature]
Auth Sign.

SPECIFICATION FOR EXECUTIVE FLOORS AT SUNCITY

- **STRUCTURE** Semi load bearing brick wall and or RCC frame structures
- **EXTERNAL FINISH** Long-lasting paint /Grit wash or equivalent.
- **WALL FINISH** Internal walls plastered and painted with pleasing shades of Oil bound distemper
- **FLOORING** Marble flooring in Drawing-Dining and Bed Rooms and Kotah or Equivalent in Balcony and Verandah
- **TOILETS**
 WALLS Dado upto 7' -0" height of Glazed ceramic Tiles
 FLOORING Glazed ceramic Tiles
 FITTINGS Wash Basin, EWC, Towel Rail, Hot and Cold Water System (Without Geyser)
- **KITCHEN** Pre-Polished Granite Platform with stainless steel sink.
Dado upto 2'-0 height above platform in Ceramic glazed Tiles.
- **DOORS** Door frames of good quality hard wood and flush doors with Teak ply, polish finished.
- **WINDOWS** Powder-coated Glazed Aluminium Windows/Wooden Windows.
- **ELECTRICAL** Copper concealed wiring, provision for lights, plug points in all rooms.

For Suncity Projects Ltd.


Auth Sign.

 Poonam Kumar



हरियाणा HARYANA

D 157459

TRIPARTITE MAINTENANCE AGREEMENT

This TRIPARTITE MAINTENANCE AGREEMENT ("Agreement") is made at Gurgaon on this day 18th of February 2013.

BY AND BETWEEN

M/s Suncity Projects Pvt. Ltd., a company incorporated under the Companies Act, 1956, and having its Registered Office at N-49, First Floor, Connaught Place, New Delhi - 110001 through its Authorized Signatory, Sh. Harander Kumar (General Manager) hereinafter referred to as the "SPPL" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its nominees, administrators, legal representatives, successors and assigns of the FIRST PART.

AND
-1-

Poonam Kumar
Poonam Kumar

4146
VIR
28 NOV
M/s Suncity Maintenance Pvt. Ltd., a company incorporated under the companies Act, 1956 and having its Registered Office at 108 Sahazadabagh Extn, Dayabasti, Old Rohtak Road Delhi -35 through its Authorized Signatory, Mr. P.S. Mathew (A.G.M), hereinafter referred to as "SMPL" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, administrators, legal representatives, successors and assigns of the SECOND PART.

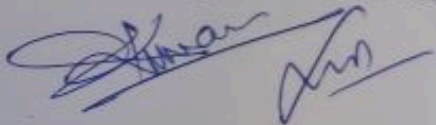
AND

(1) MR. ANIL KUMRA S/O LATE SH. INDER JEET KUMRA (2) MRS. POONAM KUMRA W/O MR. ANIL KUMRA BOTH RESIDENT OF C-96, FIRST FLOOR, SUNCITY TOWNSHIP, SECTOR-54, GURGAON. hereinafter referred to as "Allottee(s)", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include predecessor in interest of the present Allottee(s) along with nominees, administrators, legal representatives, successors and assigns of the Allottee(s), of the THIRD PART.

AND WHEREAS unless the context requires otherwise, the above mentioned parties are individually referred to as "Party" and collectively as "Parties" in this agreement.

AND WHEREAS the Allottee(s) vide his application dated 24.09.2001 had applied for allotment of Unit bearing no.C-96 on First Floor admeasuring 1582 Sq. Ft. constructed on Plot No. C-96 admeasuring 300 sq. mtr. (360 sq. yds) (hereinafter referred to as 'Said Unit') in the Residential colony of the SPPL situated at Sector-54, Gurgaon and thereafter SPPL executed and issued a Letter of Allotment dated 01.10.2001 in favour of the Allottee(s) which was duly accepted by the Allottee(s), whereby SPPL had allotted the said unit to the party of the third part, on the terms and conditions as more specifically mentioned in the said Letter of Allotment.

AND WHEREAS SMPL is a Facility Management / Maintenance Company and being an associate company of SPPL, SPPL has assigned the work



-2-



Poonam Kumra

relating to the proper upkeep and maintenance of the Suncity Colony to SMPL vide letter dated _____.

AND WHEREAS in Clause 30 of the aforesaid Letter of Allotment it is mentioned that the Allottee(s) will reimburse to SPPL or to the Maintenance Agency as appointed by SPPL, maintenance charges for maintaining the common areas of the entire colony, which inter-alia includes the maintenance of Roads, Parks, Street Lights, Sewer and Water connection etc. As SMPL has been authorized by SPPL to carry out all maintenance activities at Suncity Colony, hence SMPL has been providing the maintenance services to the residents of Suncity Colony and is raising bills and collecting payments thereof from the Allottee(s) and is doing all such acts, deeds, etc. for providing the maintenance services to the Allottee(s).

NOW THEREFORE THIS INDENTURE WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION:

- A. 'Association' means Registered Association of various Allottee(s) of the Suncity Colony.
- B. "Service Charges" means the amount charged from time to time by SMPL from the Allottee(s), for providing them "Total Maintenance Services".
- C. "Total Maintenance Services" means and includes the following services, which are being provided by the SMPL to the Allottee(s) in terms of this agreement:

- (i) Common Areas Maintenance Services: Maintenance of common area i.e. cleaning of roads, footpaths, garbage

disposal, maintenance of parks & providing landscaping etc. and maintenance of street lights within the Colony.

- (ii) Operation and maintenance of water supply boosting pumps, tube wells, underground and overhead water tanks located at water works area inside the colony; and water pipelines upto individual overhead water tanks of the Allottee(s);
- (iii) Operation and maintenance of external sewerage and storm water drainage systems;
- (iv) Providing 24 hour Security services, only for the common areas of the Colony;
- (v) Any other Services as may be required by the Allottee(s) and agreed upon by the SMPL on payment of such charges as may be decided by the SMPL from time to time.

2. BASIC AGREEMENT:

- a. That SMPL shall, in lieu of receipt of timely and regular payment of entire Service Charges from the Allottee(s), (as may be determined by SMPL from time to time) shall provide either by itself and/ or make arrangements to provide from other entities, Total Maintenance Services to the Allottee(s).
- b. Timely and regular payment of Service Charges and strict compliance of all the terms and conditions of this agreement by the Allottee(s) are the essence of this Agreement and the Allottee(s) hereby undertakes to abide by it.



- c. Maintenance charges are payable by the Allottee(s) to SMPL with effect from the date of offer of possession of the respective unit of the Allottee(s), by the SPPL.
- d. The Allottee(s) herein unconditionally agrees and confirms that Total Maintenance Services shall be offered together as a single service to the Allottee(s) and that he/ she/ it shall have no option to choose any one or several out of the Services, to be provided by SMPL to the Allottee(s) under this Agreement.

3. SCOPE

Besides Total Maintenance Services, which are being provided in terms of this agreement, all repairs, replacements, maintenance etc., including therein painting of the insides of the Unit, insurance of contents within the unit, Run errand for payment of telephone bills of the Allottee(s), cleaning of chocked drain inside the unit, electricity, plumbing or other mechanical faults inside the unit etc. shall not be covered under the Total Maintenance Services and shall be the sole responsibility of the Allottee(s) .

4. TERM:

SMPL shall provide Total Maintenance Services to the Allottee(s), for initial period of Five years from the date of execution of this Agreement. After the expiry of initial term of five years, this agreement would renew automatically on mutually agreed terms and conditions, unless otherwise decided by SMPL. The SMPL shall be entitled to hand over or transfer the maintenance services to any of its nominee or body corporate or the Society on the same terms and conditions as set out in the present Agreement and the Allottee(s) shall deal with the said nominee, body corporate, etc.

6. DEFAULT

- a. In case of default in deposition of service charges by the Allottee(s), for a period of 30 days from the due date, then the SMPL reserves its right to discontinue the Total Maintenance Services, being provided through it, to the Allottee(s).
- b. The SMPL reserves its right to increase service charges from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay all such increases, within fifteen (15) days of such demand made by the SMPL. If the Allottee(s) fails to pay such increase in the service charges, then SMPL shall be entitled to charge interest on delayed payment @ 24 % P.A. till realization.

7. INTEREST FREE MAINTENANCE SECURITY DEPOSIT (IFMSD)

In order to secure due payment of service charges from the Allottee(s), the Allottee(s) have deposited an amount of Rs.20,000/- as Interest Free Maintenance Security deposit with SPPL. In case service charges and/or any dues remains unpaid from the Allottee(s), then any such short fall shall be met by the SMPL from this interest free maintenance security deposit contribution made by the Allottee(s). The Allottee(s) undertakes to replenish the adjusted amount of interest free security deposit within 15 days of such adjustment by the SMPL.

8. LIMIT ON THE RESPONSIBILITY OF SMPL:

- a. The maintenance services shall be provided by SMPL to the Allottee(s) except in cases which are beyond its control or due to happening of force-majeure events such as lockouts, enemy action, floods, earthquake, non-availability of supply, etc or any such event.

The SMPL shall not be liable for any claims for loss, damage or compensations whatsoever, arising out of failure of SMPL to provide Total Maintenance Services to the Allottee(s).

- b. The Allottee(s) shall ensure that the internal electrical systems and any other work or thing within the said Unit or externally, shall not pose any fire, electrical, structural, pollution and health hazard for which the Allottee(s) shall solely be responsible.
- c. The SMPL shall be in no case be held responsible or liable for any fire, electrical, pollution, structural or any kind of hazard, which may arise due to lapse, default, negligence of the Allottee(s) or due to devices installed by the Allottee(s) or otherwise originating from the said Unit. The hazards aforesaid originating from the said Unit shall not impose any kind of legal or financial liability on SMPL and the Allottee(s) agrees to keep SMPL indemnified and harmless against any loss or damage that may be caused to SMPL in this regard.

9. GENERAL

- 1. All costs, charges and expenses payable on or in respect of this Agreement and on all other instrument and deeds to be executed, if any, pursuant to this Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the Allottee(s) .
- 2. The failure of SMPL to enforce any term or any provision(s) hereof shall not be construed to be waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this Agreement.
- 3. If any provisions of this Agreement shall be determined to be void or enforceable under any law such provision shall be deemed amended

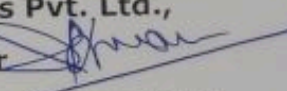
or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.

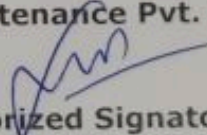
4. This Agreement constitutes the entire Agreement between the parties and revokes and supersedes all previous discussions/correspondence and Agreement between the parties, if any, concerning the matters covered herein whether written, oral or implied. However, it is understood by the parties that the terms of this Agreement shall be read in consonance and not in derogation of the said Agreement. This Agreement shall not be changed or modified except in writing and signed by the parties hereof.
5. Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by Registered Post/Speed Post/Courier/UPC/E-Mail.
6. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.
7. Arbitration: In the event of any differences or disputes arising between the SMPL and the Allottee(s) in respect of any matter connected with Total Maintenance Services or Service Charges, the matter shall be referred for the arbitration to the Sole Arbitrator as appointed by the SMPL. Reference to arbitrator and pendency of

dispute shall be without prejudice to the right of SMPL to effect recovery of its dues. The decision of Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be held at Gurgaon alone and shall be in accordance with the Arbitration and Conciliation Act, 1996.

8. The Courts at Gurgaon alone and/or High Court at Chandigarh alone shall have the jurisdiction for all matters of dispute arising of or touching and/or covering this transaction.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS TO THIS AGREEMENT AT GURGAON ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN, SIGNED AND DELIVERED BY THE WITHIN NAMED.

M/s Suncity Projects Pvt. Ltd.,
Sh. Harander Kumar 
through its Authorized Signatory
PARTY OF THE FIRST PART

M/s Suncity Maintenance Pvt. Ltd.,
Sh. P.S. Mathew 
through its Authorized Signatory,
PARTY OF THE SECOND PART



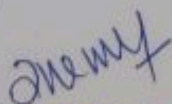
Poonam Kuma.

Allottee(s)

PARTY OF THE THIRD PART

WITNESSES:

1.



2.

Thomas Kurian
Manager Administration
Suncity Projects (P) Ltd.

STATE BANK OF INDIA

Sl. No. 590469

GSR / 001

10-594691

RECEIPT

STATE BANK OF INDIA

Mehrauli Road, Gurgaon (01565)

Branch

Code No.

Received a sum of Rs. 1,27,940/-

(Rupees One Lakh Twenty Seven Thousand Nine Hundred Forty only) X - only)

From Smt. / Shri Anil Kumar s/o Indrajit Kumar

s/o, d/o, w/o Poonam Kumar w/o Anil Kumar

residing at Gurgaon STATE BANK OF INDIA for credit to Government of Haryana

account towards Stamp Duty.

Date

Place

12 FEB 2013

GURGAON

(Signatures of Authorised Officer)

CONVEYANCE DEED

26710

No Due

T.R.A

Unit No. : C-96, First Floor
Area of the Unit : (1582 Sq. Ft.) 147.03 Sq. Mtrs.
Village/City Name : Haiderpur Viran (Distt. Gurgaon)
Type of Property : Independent Residential Floor.
Segment/Block Name : Suncity Colony, Sector-54, Gurgaon.
Sale Deed for (Transaction Value) : Rs.18,27,676/-
Stamp Duty Paid : Rs.1,27,940/-
Stamp No./Date : 590469 Dated 12.02.2013
Issued By : SBI, Mehrauli Road, Gurgaon.

प्रलेख नः 26710

डीड का नाम CONVEYANCE WITH IN MC AREA
तहसील/सब-तहसील गुडगांवा
गांव/शाहर हुड्डा के सैक्टर

डीड संबंधी विवरण
दिनांक 18/02/2013

धन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई 1,872,776.00 रुपये	स्टाम्प ड्यूटी की राशि 127,940.00 रुपये
रजिस्ट्रेशन फीस की राशि 10,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Azad Singh Adv.

यह प्रलेख आज दिनांक 18/02/2013 दिन सोमवार समय 11:24:00AM बजे श्री/श्रीमती/कुमारी M/s. Suncity
मुंबई/पुणे/पंजाब/श्री/श्रीमती/कुमारी निवासी N-49 First Floor C.P. New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया
गया
हस्ताक्षर प्रस्तुतकर्ता

उप / सयुक्त पंजीयन अधिकारी
गुडगांवा

श्री M/s. Suncity Projects Pvt.Ltd. thru Harvander Kumar(OTHER)

उपरोक्त विवेका व श्री/श्रीमती/कुमारी Anil Kumara केला हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर
तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Mubarak पुत्र/पुत्री/पत्नी श्री Sadik
निवासी Vill.Padaudi Gurgaon व श्री/श्रीमती/कुमारी Bhim Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ram Mehar निवासी Vill.Pada
Gurgaon से की।
साक्षी नः 1 को हम नम्बरादार/अधिकारता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।
दिनांक 18/02/2013

उप / सयुक्त पंजीयन अधिकारी
गुडगांवा

दिनांक 18/02/2013

Deed of Sale/Conveyance is executed at Gurgaon on this 18th day of February 2013.

By

M/s Suncity Projects Private Limited alongwith land owning companies namely (1) M/s Uddar Gagan Properties Pvt. Ltd. (2) M/s North Delhi Oil Seeds Plantation Pvt. Ltd., (3) M/s Sonika Properties Pvt. Ltd., (4) M/s Haryana Orchards Pvt. Ltd., (5) M/s Uddar Trees Growing Pvt. Ltd., (6) M/s Sharad Farms & Holdings Pvt. Ltd., (7) M/s Dhir Constructors & Builders Pvt. Ltd. all companies incorporated under the Companies Act, 1956 and having their Registered Offices at N - 49, 1st Floor, Connaught Place, New Delhi - 110001, hereinafter collectively/jointly referred to as the "Vendor" [which expression shall mean and include their successors in interest, legal representatives, liquidators, administrators, nominees and permitted assigns etc. unless the subject and context requires otherwise] acting through Sh. Harender Kumar , who has been duly authorized and empowered vide individual board resolution of the Vendor dated 08.09.2009 to execute this Conveyance Deed, of the First Part.

IN FAVOUR OF

(1) MR. ANIL KUMRA S/O LATE SH. INDER JEET KUMRA (2) MRS. POONAM KUMRA W/O MR. ANIL KUMRA BOTH RESIDENT OF C-96, FIRST FLOOR, SUNCITY TOWNSHIP, SECTOR-54, GURGAON. Hereinafter singly/jointly referred to as the Vendee(S), [which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/their respective legal heirs, executors, administrators, liquidators, representatives, successors and permitted assigns etc. unless the subject and context requires otherwise] of the Second Part.

(The Vendor and the Vendee are collectively referred to as "Parties" and individually a "Party").

AND WHEREAS:-

A. (1) M/s Uddar Gagan Properties Pvt. Ltd. (2) M/s North Delhi Oil Seeds Plantation Pvt. Ltd., (3) M/s Sonika Properties Pvt. Ltd., (4) M/s Haryana Orchards Pvt. Ltd., (5) M/s Uddar Trees Growing Pvt. Ltd., (6) M/s Sharad Farms & Holdings Pvt. Ltd., (7) M/s Dhir Constructors & Builders Pvt. Ltd. hereinafter referred to as the "Land Owning Companies" purchased land admeasuring 109.377 acres, (hereinafter referred to as 'said land')

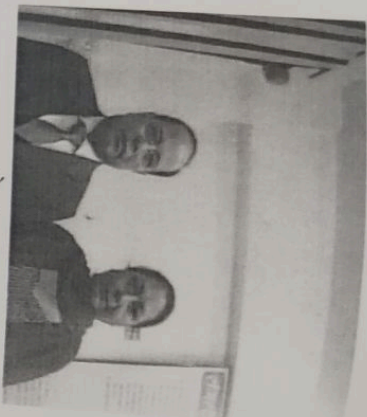
Reg. No.
26,710

Reg. Year
2012-2013

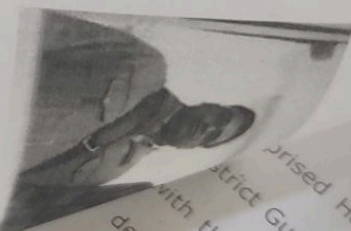
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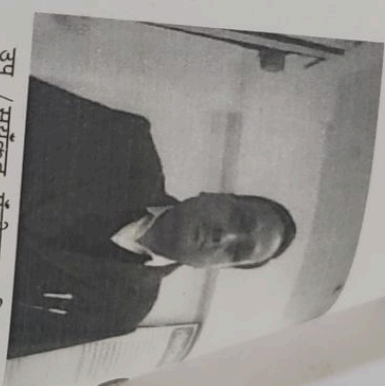
विक्रेता



क्रेता



गवाह



उप / सयुक्त पंजीयन अधिकारी

विक्रेता	Harander Kumar		
क्रेता	Anil Kumra		
क्रेता	Poonam Kumra		
गवाह	Mubarak		
गवाह	Bhim Singh		

Revenue Department Haryana

HARIS-EX

NIC-HSU

prised Hadbast no. 76 in the re
District Gurgaon, through various sale d
with the office of Sub-Registrar, Gurgaon
develop a residential colony on the sa
B. The Department of Tr
licenses bearing Nos. 89
'license') to the Land
land. The layout
sanctioned by
C.
Ag

prised Hadbast no. 76 in the revenue estate of Village Haiderpur Viran, Tehsil and District Gurgaon, through various sale deeds executed in their favour and duly registered with the office of Sub-Registrar, Gurgaon, Haryana, which made them jointly eligible to develop a residential colony on the said land.

B. The Department of Town & Country Planning, Government of Haryana, granted licenses bearing Nos. 89 to 95 of 1998 all dated 3.7.1998 (hereinafter referred to as 'license') to the Land Owning Companies for setting up of a residential colony on the said land. The layout plans, zoning plans and site plans of the residential colony were sanctioned by the Director Town & Country Planning, Haryana.

C. On 8th December 1998, the Land Owning Companies entered into a Development Agreement (hereafter referred to as 'said agreement') with M/s Suncity Projects Pvt. Ltd. (hereinafter referred to as 'developer'). In terms of the said agreement, the developer agreed to develop a residential colony (hereinafter referred to as 'colony') on the said land from its own finance and Labour and according to the plans and designs approved and sanctioned by the Department of Town & Country Planning, Government of Haryana, under the name & style of "Suncity".

D. In order to smoothly facilitate the implementation of the said Agreement, the Land Owning Companies also executed Special Power of Attorneys in favour of the developer, whereby the developer has been inter-alia nominated and authorized by the Land Owning Companies to sell, transfer or deal with any part or whole of the plots, buildings, apartments, floors, common areas, basements etc. situated in the said colony and also to execute and get registered the necessary documents of transfer, conveyance, sale etc. and/or any other documents in this respect as the developer may deem fit and proper, in order to convey a proper and valid title in favour of the intending allottee / purchaser. The said Power of Attorneys are valid and subsisting as on date and the same have not been revoked so far.

Reg. No.	Reg. Year	Book No.
26,710	2012-2013	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रमाणित करीब 26,710 अंश बिर्सेक 18/02/2013 की तारीख से 1 बिर्सेक से 67 वर दीर्घांतर किया गया तथा इसकी एक प्रति सीमितित तारीख 1 बिर्सेक से 2,691 से प्रमाणित 26 से 29 वर बिर्सेक तारीख से यह प्रमाणित किया जाता है कि इस प्रमाणित से प्रमाणित की जाती है सभी प्रमाणित/प्रमाणित करीब से प्रमाणित किया है ।

दिर्घक 18/02/2013

उप/संयुक्त दीर्घांतर अधिकारी
मुंबई

Revenue Department Haryana

HABIS-EX

NIC-HSE

In accordance with the said...
on the said land and development...
floor, apartments, commercial...
certificate of the same in res...
Country planning, Haryana...
F. The developer...
authority in respo...
purpose of...
developer...
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02/2013 को जारी की गयी है।
1 लाख के
मूल्य का
2,691 के
मूल्य का

F. The developer inter-alia got approved the building plans from the competent authority in respect of 160 Plots of various sizes situated inside the said colony, for the purpose of constructing 480 units on the above said 160 plots and thereafter the developer constructed and subsequently received occupation certificates of the same from the competent authorities on various dates.

G. On the application of the Vendee(s)/Predecessor in Interest of the Vendee(s) , the Vendor had allotted to the Vendee(s)/ Predecessor in Interest of the Vendee(s) the Unit bearing no. C-96 on First Floor (hereinafter referred to as 'said unit') admeasuring 1582 Sq. Ft. constructed on plot no. C-96 admeasuring 300 sq. mtr. (360 sq. yds) in the Colony known as Suncity, and more specifically described in **Schedule-I**, vide Allotment letter dated 01.10.2001 for a consideration of Rs. 18,27,676/- (Rupees Eighteen lakh twenty seven thousand six hundred seventy six Only) including the Vendee(s) share of payments of the charges levied by the any government or local authority for provision of external and/or peripheral services on the terms and conditions stipulated in the Allotment letter dated 01.10.2001 duly signed and accepted by the Vendee(s).

H. The Vendee confirms that the covered Area of the said Unit is approximately 1582 Sq. ft./ 147.03 Sq. Mtrs. and the Vendee(S) has/have satisfied himself/herself/themselves about calculation of aforesaid quantum of covered area. The Vendee(S) further confirms that after being fully satisfied with the title of the Vendor to the said unit, he/she has made full payment of the price of the unit to the developer, as agreed upon in the Letter of Allotment.

Page 4 of 16

The land owning companies hereby admits and acknowledges that the above-mentioned Letter of Allotment was validly executed by the developer with the Vendee(S) and all payments have been legally realized by Vendor from the Vendee(S) in accordance thereof.

J. The possession of the said Unit has been received by the Vendee(S) from the Vendor after satisfying himself / herself / themselves about the construction of the said unit as also the various installations as provided in the unit like electrification work, sanitary fittings, water and sewage connection, etc. and the Vendee has found the same in accordance with the drawings, designs and specifications and the Vendee has found the same in good order and condition and that the Vendee(S) has / have no complaint / claim / grievance of whatsoever nature in respect of the area of the said Unit, any item of work, material, quality of work, installation, etc., therein.

K. The Vendee(S) has/have also paid their pro-rata share of the External Development Charges which constitute a part of the sale price of the aforesaid Unit and the Vendee(S) have further agreed to bear and pay on demand from the Vendor, their pro-rata share of any additional External Development Charges, Infrastructural Development Charges and / or any other charges as may hereafter be levied or enhanced even with retrospective effect.

L. The Vendor represents that they are well and sufficiently entitled to the said unit and no one besides the Vendor has any interest, right, title or claim of any kind in the said unit, and the said unit is free from all encumbrances and the Vendor holds unimpeachable and marketable rights, titles and power to convey, transfer, alienate and sell the said unit in whole or in part. Accordingly, the present deed is being executed by the Vendor in order to transfer and convey absolute and marketable title in respect of the said unit in favour of the Vendee(S).



The parties hereto are now desirous of executing the Conveyance Deed for
veying the Said Unit to the Vendee(S).

NOW, THEREFORE, THIS DEED OF SALE/CONVEYANCE WITNESSES AS UNDER:

1. The terms and the words used in the Agreement shall have the meaning as defined hereunder:

Definitions:

- (a) 'Allotment Letter' means Letter of allotment dated 01.10.2001 executed between the developer and the Vendee(S).
- (b) 'Common Area' means the common area for use by the Vendee(S) i.e. the area under stair case only.
- (c) 'EDC' means External Development Charges paid or payable to the Government of Haryana ultimately by the Vendee(S) under laws and the terms of license.
- (d) 'License' means License bearing Nos. 89 to 95 of 1998 all dated 3.7.1998, granted by the Director, Town & Country Planning, Government of Haryana, Chandigarh to the land owning companies for the development of 109.377 acres of land into a residential colony.
- (e) 'Sale Consideration' means an amount of Rs. 18,27,676/- (Rupees Eighteen lakh twenty seven thousand six hundred seventy six Only) which has been paid by the Vendee(S) to the Vendor as a price of this unit.

(f) 'Unit' means Independent / Executive Floor / house bearing No. C-96 situated on First floor having covered area admeasuring 147.03 sq.mts/1582 sq. ft. constructed on a plot no. C-96 (HUDA no.382) of 300 sq. mtr.360 Sq. Yds. in Suncity situated at Sector 54, Gurgaon, Haryana along with its proportionate share in the common areas and the land underneath the house on which the said unit is situated (more specifically described in Schedule-I attached hereto) which is now being conveyed and sold vide the present Conveyance Deed.

2. (a) That in consideration of the Vendee having paid a sum of **Rs. 18,27,676/- (Rupees Eighteen lakh twenty seven thousand six hundred seventy six Only)** towards full and final sale consideration, the receipt whereof the Vendor doth hereby admits and acknowledges, the Vendor hereby sells, transfers, assigns and assures unto the Vendee all its rights, title and interest, in favour of the Vendee, absolute and forever in the said Unit, fully described hereunder:

Residential Unit No.	Block No.	Covered Area	Plot no. and Area of Plot
C-96, First Floor	C	1582 Sq. Ft.	C-96, 300 Sq. Mtr.

situated within the revenue estate of Village Haiderpur Viran, Hadbast no. 76, now Known as Suncity, Tehsil and District Gurgaon, alongwith provision of one open car parking space as shown in site plan, subject to the covenants and conditions as detailed herein.



(b) That it is mutually agreed between the parties that the Vendee of the First Floor and Second Floor unit(s) shall have the roof right on the terrace of the Second Floor of the area earmarked mentioned as under:

- i. The front half portion of the terrace shall be in the ownership of the Vendee of the Second Floor unit; and the back half portion of the terrace shall be in the ownership of the Vendee of the First Floor unit;
 - ii. The Vendee of the Ground Floor unit of the building will have limited rights to the terrace above the Second Floor of the building, but can access to the terrace for the purpose of inspection, repair or maintenance of over-head water tank and installation TV antenna only and for no other purposes.
3. The Vendor doth hereby declares that notwithstanding any act, deed, matter or thing whatsoever by the Vendor done or executed or suffered to the contrary, the Vendor is lawfully, absolutely and exclusively and otherwise well and sufficiently entitled to the said residential unit being hereby granted, conveyed, and transferred by way of this deed.
4. The Vendor has now been left with no right, title, interest, claim or concern of any nature with the said residential unit and the Vendee has become the absolute owner of the said residential unit, with full right to use enjoy, sell and transfer the same as absolute owner without any objection/hindrance by the Vendor or any other person claiming through or under the Vendor.
5. The Vendor doth hereby covenants with the Vendee that the Vendee shall and may at all times hereinafter peacefully and quietly possesses and enjoy the said residential unit without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor.

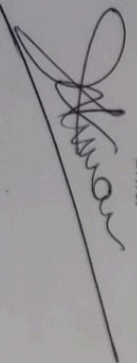
That prior to signing this Deed the Vendor has handed over and delivered the vacant and peaceful physical possession of the said Residential Unit to the Vendee. Hereafter, the Vendee is absolutely using and enjoying the said residential unit and is entitled to derive all profits and benefits as absolute owner thereof.

7. That the Vendor hereby assures the Vendee that the Vendor has neither done nor been party to any act whereby the Vendor's rights and title to the said residential unit may in any way be impaired or whereby the Vendor may be prevented from transferring the said Residential Unit in favour of the Vendee.

8. That from the date of application, the Vendee shall pay all government charges, rates, tax or taxes of all and any kind by whatsoever name called, whether levied now or in future, as the case may be, on pro-rata basis, with respect to the said Residential Unit. In the event of any increase in such charges whether prospectively or retrospectively, whether before or after the execution of this Deed these charges shall be treated as unpaid sale price of the Residential Unit and the Vendor shall be entitled to recover the same from the Vendee.

9. The right of usage of facilities in the Colony by the Vendee is subject to observance by Vendee of covenants herein and upon upto date payments of all dues and the Vendee abiding by all the terms and conditions for uses of common areas as stipulated by Vendor or whether in this Deed or otherwise or by the maintenance agency, in this regard.

10. That the Vendee shall abide all the statutory Acts, Rules and Regulations as are in force or as may be imposed by the Govt. from time to time in respect of the said unit.



. That the Vendee shall use the said Residential Unit for residential purposes only and shall not to use the said Residential Unit or permit the same to be used for purposes other than what is residential or for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Units adjacent to his Residential Unit or in any manner which interferes with the passage or amenities in the Colony.

12. The Vendee shall have no right, title or interest in the remaining part of the "Colony" such as other parking areas, parks, etc. except the right of ingress and egress from the common approach roads. These common facilities and the land thereof shall remain the absolute property of the Vendor.

13. The green lawns and common areas in the Colony (other than that within the said Residential Unit) shall not be used by the Vendee for conducting any personal functions such as marriages, birthday parties, social gatherings etc. If any common space is provided in any block/Colony for organizing meetings etc., the same shall be used on cost sharing basis by the Vendee.

14. The Vendee agrees and undertakes that he shall not object to the Vendor constructing or continuing to construct other buildings adjoining the said Residential Unit. The Vendee agrees that in case any further construction in the complex or the adjacent Unit becomes permissible under the law, then the Vendor shall be entitled to do so, without any objection or claim from or recourse to the Vendee and that the Vendor shall always have right to alter the plans of the complex/adjacent unit without any objection or claim from the Vendee in any manner whatsoever, if so permissible under law.

15. That the Vendee shall neither himself do, nor permit anything to be done that may damage any part of the adjacent Residential Unit /s etc. or violates any rule or by-laws of the Local Authorities or the Association of Vendee.



16. That the Vendee may undertake internal alterations/expansion in the said Unit if so permissible under the law under intimation to the Vendor. The Vendee shall not be allowed to affect any of the following changes/alterations:

- a. Changes, which may cause damage to the structure (columns, beams, slabs etc.) of any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Vendee shall get the same repaired at its cost.
- b. Changes that may affect the facade of the said Residential Unit (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.) These changes are not permitted keeping in view the uniformity and design of the Complex and in case the same are carried out by the Vendee then the Vendor or Maintenance Agency shall have sole right to rectify the default.
- c. Making encroachments on the common spaces around the said Residential Unit.

17. That from the date of possession of said residential unit the maintenance of the said Residential Unit alongwith all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas etc. shall be the exclusive responsibility of the Vendee.



The Maintenance of all the common areas and common facilities will be done by the Vendor and/or Maintenance Agency to be appointed by the Vendor at its sole discretion. The Vendee shall execute a Maintenance Agreement with the Vendor / Maintenance agency and strictly abide the terms and conditions thereof and also pay the maintenance charges on time.

19. That the Maintenance charges for maintaining the common areas of the entire colony including roads, parks, street, lights, sewer and water connection etc. shall be fixed by the Vendor/Maintenance Agency depending upon the Maintenance costs which may change from time to time. The Vendee shall allow the maintenance team of the Vendor or Maintenance Agency appointed by Vendor to have full access to and thorough his Residential Unit and terrace area for the periodic inspection, maintenance and repair of any common services therein.

20. The Vendee acknowledges that the maintenance agency may in its sole discretion get the said building insured on behalf of the Vendee and the Vendee agrees to pay the cost of the same as the part of the maintenance bill raised by the maintenance agency. However the contents inside the said exclusive floor shall be insured by the Vendee at his own cost. The Vendee shall not do or permit to be done any act or thing which may render void or voidable, insurance of any exclusive floor or any part of the said building or cause increased premium to be payable in respect thereof, for which the Vendee shall be solely responsible and liable.

21. The Vendee of the said unit has paid interest free maintenance security deposit for maintaining and up keeping of the said colony and for providing the various services as determined by the Vendor or its nominated agency and agree to pay further amount in this regard, as and when demanded by the Vendor or its nominee. This arrangement will be carried out until the services are handed over to the Local bodies. The Vendee agrees and consents to this arrangement and will not object to the same singly or jointly with other buyers.



.The Vendee undertakes to join any association formed under relevant provisions of the Haryana Apartment Ownership Act, and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Vendors for this purpose.

23.The Vendee confirms and acknowledges that all the terms and conditions of the agreement shall be deemed to have been incorporated in this conveyance deed save and except those of the terms and conditions of the agreement which are at variance with the terms and conditions contained in this conveyance deed in which case terms and conditions contained herein shall prevail.

24. The Vendee acknowledges that if any clause of this conveyance deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this conveyance deed and to the extent necessary to conform to the applicable laws and the remaining provisions of this conveyance deed shall remain valid and enforceable in laws.

25.The Vendee confirms that all the obligations arising under this conveyance deed in respect of the said exclusive floor/said building/said plot shall equally be applicably and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the said exclusive floor as the said obligations go with the said exclusive floor for all intents and purposes and the Vendee assures the vendors that the vendee shall take sufficient steps to ensure the performance in this regard.

26.The vendee confirms and acknowledges that the vendee shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and

applicable rule, regulation or direction by the competent authority and that the vendee shall indemnify the vendors for any liability and/or penalty in that behalf.

27. That the Vendee, if resident outside India, NRI and/or PIO shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act and other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India.

28. All expenses such as Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of the Conveyance Deed in respect of the said Residential Unit has been paid by the Vendee.

29. That the Vendee agrees to pay on demand taxes of all and any kind whatsoever, whether levied or leviable now or in future, on land and/or building(s), as the case may be, effective from the date of possession of the said Residential Unit.

30. That failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a WAIVER of any provisions or of the right thereafter to enforce each and every provision.

31. That the use of any gender in this deed or use of singular or plural expressions anywhere in this deed shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of the deed and the same shall be read and construed accordingly as the context demands.

32. That the Courts at Gurgaon alone shall have the exclusive jurisdiction to entertain and decide the disputes and differences, if any, which might arise between the parties with regard to the meaning, interpretation, implications and implementation of this Deed.



IN WITNESS WHEREOF the parties hereto have signed this Conveyance Deed on the day, month and year first above written at Gurgaon.

Dr. Rishi V

AZAD

Distt. Court
GURGAON (Haryana)

SIGNED AND DELIVERED by the within named

[Signature]

VENDOR

- 1) M/s Suncity Projects Private Limited
 - (2) M/s Uddar Gagan Properties Pvt. Ltd.
 - (3) M/s North Delhi Oil Seeds Plantation Pvt. Ltd.
 - (4) M/s Sonika Properties Pvt. Ltd.
 - (5) M/s Haryana Orchards Pvt. Ltd.
 - (6) M/s Uddar Trees Growing Pvt. Ltd.
 - (7) M/s Sharad Farms & Holdings Pvt. Ltd.
 - (8) M/s Dhir Constructors & Builders Pvt. Ltd.
- all through their Authorized representative.

SIGNED AND DELIVERED by the
within named Vendee

Pooam Kumar
[Signature]

WITNESSES:

1. MUBARRIK S/O SADIK ALI
Mo Palwadi Distt Gurgaon
[Signature]

2. BAIAN SINGH S/O RAM MEHAR
Mo PALWA Teh 2 Distt Gurgaon
[Signature]

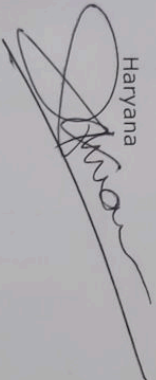
(SCHEDULE -1)

A. DETAILS OF UNIT

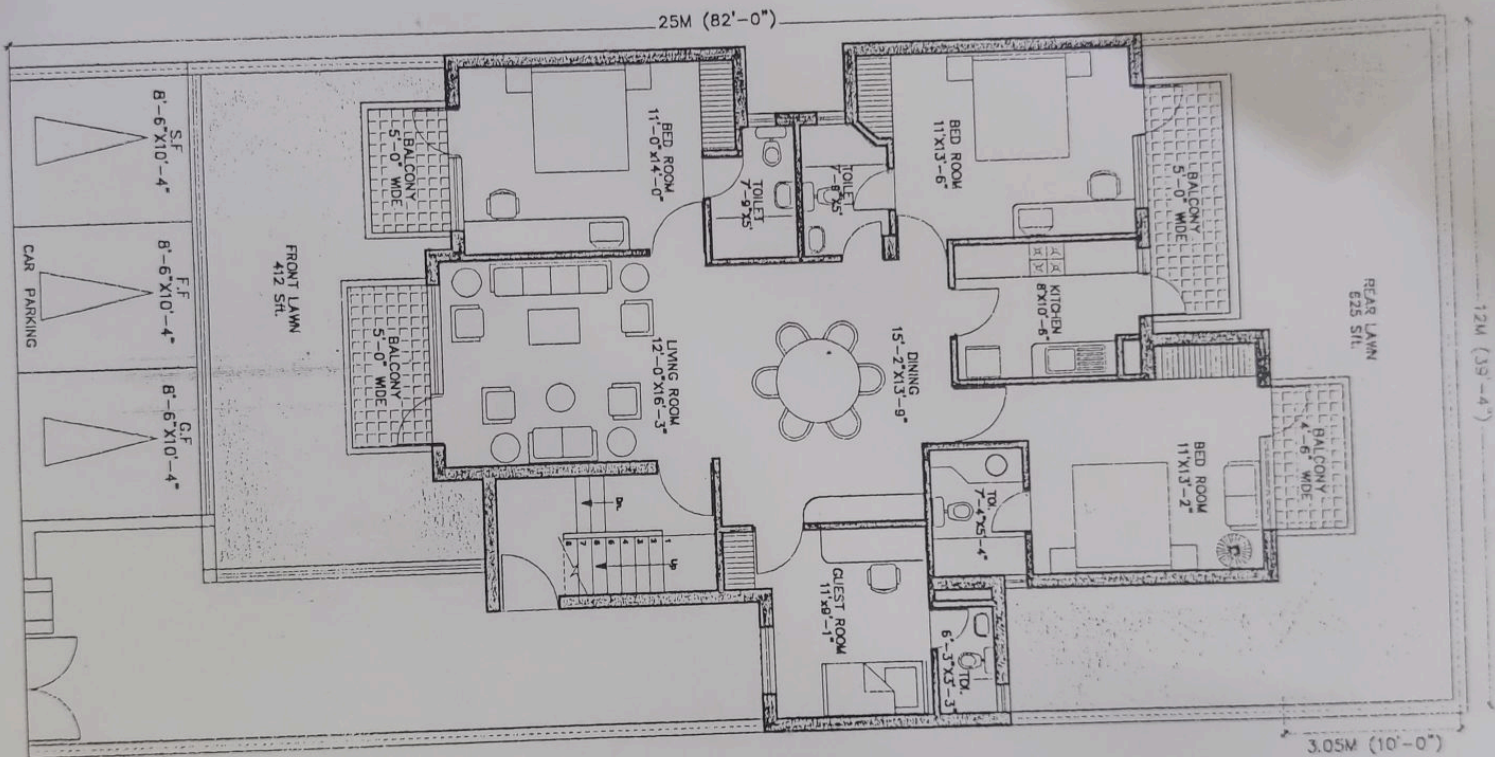
Residential Unit No.	Block No.	Covered Area	Plot no. and Area
C-96, First Floor	C	1582 Sq. Ft.	C-96, 360 Sq. Yards

alongwith provision of one open car parking space as shown in site plan situated within the revenue estate of Village Haiderpur Viran, Tehsil and District Gurgaon, Hadbast no. 76, now Known as Suncity, District Gurgaon,

Haryana



B. SITE PLAN



GR & 1ST FLOOR PLAN (TYPICAL)

INDEPENDENT FLOOR PLAN ON 300 SQM. PLOT (360 SQ. YDS.)

Covered Area on Ground Floor = 1482 Sft.

Area of Balconies @ 50% = 100 Sft.

Total Area = 1582 Sft.

For Suncity Projects Ltd.

For Suncity Projects Ltd.