



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK70591165083330U
Certificate Issued Date	: 22-Feb-2022 05:22 PM
Account Reference	: NONACC (SV)/ uk1305404/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK130540445770751000542U
Purchased by	: PEARL HEIGHTS
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PEARL HEIGHTS
Second Party	: NA
Stamp Duty Paid By	: PEARL HEIGHTS
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



RACHIT KUMAR
E-STAMP ACC
COURT COMPOUND, D.DU
LIC. NO.-244

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shofestamp.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details in this Certificate and as available on the website / Mobile App, renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.



ALLOTMENT CUM FLAT BUYER AGREEMENT

(Without possession)

This agreement is made at Dehradun on this 30TH day of April, 2022

BETWEEN

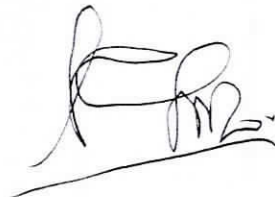

1- Mr. Anurag Pundeer (PAN:- AIYPP9847J) S/o Late Shri Gajendra Singh Pundeer R/o Anurag Nursary, Kanwali Road, Dehradun (hereinafter called the first Party No 1/ "OWNER")

2- M/S Pearl Heights, a partnership firm having its regd. office at 36 Raj Vihar, Phase – II, Chakrata Road, Dehradun through its partners **1. Mr. Manoj Gupta** S/o Mr. Om Prakesh Gupta (Pan: ABIPG9326Q) R/o 19/1, Raj Vihar Panditwari, Dehradun **2. Mr. Pritam Singh Rawat** S/o Late Shri N.S. Rawat (Pan: AEZPR4031M) R/o 36, Raj Vihar, Phase – II, P.O. New Forest, Dehradun for Self and As Attorney for **3. Mr. Anurag Pundeer** (PAN:- AIYPP9847J) S/o Late Shri Gajendra Singh Pundeer R/o Anurag Nursary, Kanwali Road, Dehradun **4. Om Prakash Gupta** S/o Late Shri C.L. Gupta (Pan: ABIPG9323M) R/o 19/1, Raj Vihar, Panditwari, Dehradun, **5. Mr. Jitender Joshi** S/o Late Shri Sureshanand Joshi (Pan: AETPJ3092C) R/O 153, Phase-II, Vasant Vihar, Dehradun (hereinafter called the First party no 2/ "BUILDER") and ("Builder" and "Owner" both jointly called the First Party).

AND

Mrs. Kiran Negi (PAN: ADZPN7143B) W/o Kundan Singh and Mr. Kundan Singh (PAN: AIQPS9022C) R/o 46, Balbir Road, Behind Judges Quaters, Bhagirathi Enclave, Dalanwala, Dehradun, Uttarakhand, 248001. (hereinafter singly/jointly, as the case may be, referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning there of, be deemed to include his heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the (OTHER PART).

AND WHEREAS first party no 1 is the owner of all that that residential piece of land being part of Khasra No. 543, admeasuring 4788. Sq. Mts; situated within the territorial limits of Dehradun Municipal Corporation in village Kanwali, Pargana Central Doon, Tehsil and Distt. Dehradun.



AND WHEREAS the first Party No 1/ "OWNER" got a multi storied group housing complex building plan sanctioned from MDDA Dehradun vide Map File No R-0116/18-19 dated 11-10-2018 and has entered into a Joint Venture Agreement dated 13-12-2018, with the "Builder" for construction of the multi storied group housing complex on his land forming part of Khasra No. 543, situated at Mauza kanwali, Pargana Central Doon, Distt. Dehradun in the name and style of "**PEARL HEIGHTS**". The said Joint Venture Agreement is duly registered in the office of Sub Registrar IVth, Dehradun, in Book No 1, Vol-4397, pages 197 to 234, Doc 9810 on 13th day of December, 2018, and corrected vide correction deed dated 20-05-2019, duly registered in the office of Sub Registrar IVth, Dehradun, in Book No 1, Vol- 6707, pages 305 to 328, Doc 1996 on 21st day of May, 2019

AND WHEREAS the second party is agreed to purchase **One Three BHK Residential Unit (without roof rights) bearing Flat No. 810, on 8th Floor, Block C, having super built-up area 1953 Sq. Ft. or 181.43 Sq. Mtrs. In the multi storied group housing complex "PEARL HEIGHTS", being constructed on land forming part of Khasra No. 543, situated at Mauza kanwali, Pargana Centraldoon, Distt. Dehradun WITH one covered car parking**, fully detailed in the Schedule at the foot of this Agreement for a sale consideration **Rs 87,88,500 /- Eighty Seven lakhs Eighty Eight Thousand Five Hundred Only**(@4,500/-per Sq. Ft) and the first party has agreed to sell the same for the said consideration on the terms and conditions mentioned here-in –under-

NOW THIS AGREEMENT WITNESSES AS UNDER

That the second party has paid a sum of **Rs. 7,00,000/- (Rs. Seven Lakhs Only)** to the first party in the following manner:-

- 1- **Rs. 2,00,000/-**(Rs. Two Lakhs Only) through Cheque No. 789046 of Punjab National Bank and **Rs. 5,00,000/-** (Rs. Five Lakhs only) through Cheque No. 000160 of **Axis Bank** to the first party receipt where of the first party hereby acknowledges.

That the sale deed shall be executed after completion of and on possession of flat complete in all respect with electric, sanitary, water, sewage connection etc. in the month of March, 2022, (which period may be extended/alterd by mutual written consent of the parties) on payment of balance sale consideration as per Flexi Payment Plan attached to this Agreement along with interest free maintenance security,

ALLOTTEE'S REPRESENTATIONS:

- A. AND WHEREAS the Allottee has applied for allotment of said Flat/s with full knowledge of all Laws/ Notifications and Rules applicable to the area in general and the arrangements pertaining to the said Project named as "**PEARL HEIGHTS**" and is satisfied himself/herself in respect of ownership title of the property.
- B. AND WHEREAS the Allottee/Allottees has/have satisfied himself/herself/themselves as to the right/title of the first party and has verified the building plan and other relevant details and terms and conditions of the sale Deed to be executed. The Allottee has confirmed that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

AND WHEREAS the first party and the Allottee relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms, conditions, obligations and stipulations contained in this Agreement are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

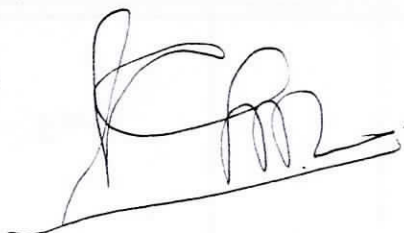
AND WHEREAS the Allottee has agreed to the terms and conditions as set out in the Application for the allotment of Residential Flat with one Car Parking Space details of which are giving as under:-

UNIT DETAILS:

One Three BHK Residential Unit (without roof rights) bearing Flat No. 810, on 8th Floor, Block C, having super built-up area 1953 Sq. Ft. or 181.43 Sq. Mtrs. In the multi storied group housing complex "PEARL HEIGHTS", being constructed on land forming part of Khasra No. 543, situated at Mauza kanwali, Pargana Centraldoon, Distt. Dehradun WITH one covered car parking, fully detailed in the Schedule at the foot of this Agreement.









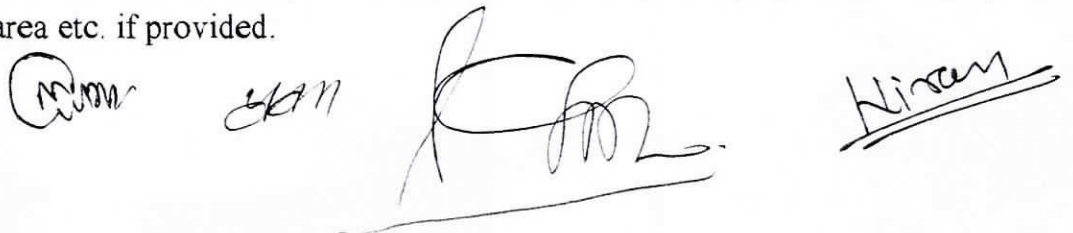
PAYMENT PLAN:

(The casting of all floors has been completed at the site and the Second party has agreed to pay the full payment as per the following schedule)


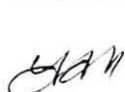
S.No.	Installment No.	Description	Amount (Rs.)	GST (Rs.)	Total
1	Advance for flat Booking In March, 2022	Approx. 8% of BSP	7,00,000/-	35,000/-	7,35,000/-
2	In month of 30, April, 2022	92% of BSP	80,88,500/-	4,04,425/-	84,92,925/-

NOW, THEREFORE, THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS;



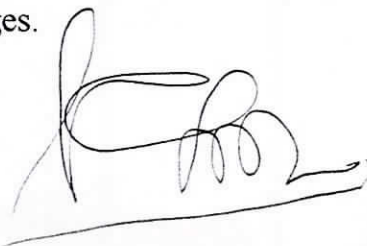

1. That the first Party hereby agrees to sell the said Flat and the Allottee hereby agrees to purchase the said Flat as described in this Agreement in the said Project as per the plans and specifications indicated in the Brochure of the project and accepted by him/her/them for a Basic Sale Price plus and IFMS Charges as applicable and described in this Agreement in respect of the Flat.
2. That the Allottee hereby agrees to pay to the Seller the Basic Sale Price which shall be as per the payment plan opted by the Allottee and as explained to Allottee. That total price mentioned in the application is inclusive of cost of providing Electric wiring and switches in the Flat, however, the total price does not include the cost of Water/Electricity Meters etc. and other items not specifically included which shall be got installed by Allottee at his own cost.
3. That the Allottee hereby agrees that he shall pay the price of the said Flat, which is understood to include pro-rata share of the common areas in the Complex. The Cover Area of the said Flat means the covered area of the flat including the entire areas enclosed by its periphery walls including walls including area under walls, columns, balconies and shafts etc. and common areas shall mean all such parts/areas in the entire said Complex which the Allottee shall use by sharing with other occupants of the Complex including common corridors and passages, services areas including but not limited to Machine/Pumping set room, Security/Fire Control Rooms, Maintenance Offices/Stores, Guards Cabin, Generator area etc. if provided.



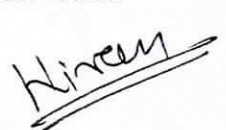
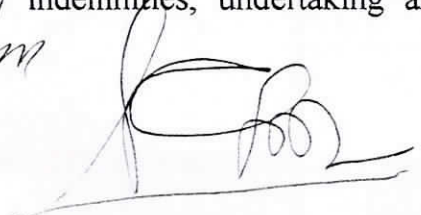
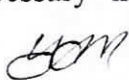
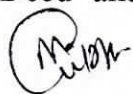
4. That the parties have agreed that the cost of development and construction of the Flat is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to levied or imposed by the Govt. /Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines etc. of any Government or the Competent Authorities is made applicable to the Flat/Complex subsequent to booking requiring the first party to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the Complex, then, the cost of such additional devices, equipment etc. shall also be borne and paid by the Allottee on Pro-rata basis. GST on sale of the Flat shall be paid by the Allottee in addition to the agreed price of the flat at the prevailing rate of 5% which may vary from time to time in accordance with the Government Policy.
5. That the building is being constructed earthquake resistant as per existing codes in force. The Fire Fighting Equipment and /or preventive measures in the common area of the Complex shall be provided as per the existing Fire Fighting Code/Regulations as contained in National Building Code. However, if additional Fire Safety measures are undertaken after booking of the Flat for the reason of any Law/Byelaw, order or directions or due to any subsequent legislation/Government orders, the Allottee shall pay for the additional expenditure on pro-rata basis.
6. That the Seller/First party shall be responsible for providing internal development within the Complex which inter-alia includes (i) laying of roads (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines etc. However, the external or peripheral services such as tank water and sewer lines, storm water drains, roads, electricity, horticulture etc; are to be provided by the Govt. or the concerned authority up to the periphery of the Complex.
7. That the Seller/First party may carry development/construction of the Complex in phases outside the building in which the Flat may be located and the Allottee shall have no right to object or make any claim or default in any payment as demanded by the Seller on account of inconvenience, if any, which may be caused to the Allottee due to such construction activity or incidental/related activities. However, the first party shall take all possible measures to segregate the developed and under developed phase and provide common facilities to ensure least inconvenience to the Allottee/s. The common facilities in all respect shall be operational on the date of completion of the entire Complex.



8. That the flat shall always be used only for the residential purpose for which it has been Allotted. Any changes in the specified use, which is not in consonance with the use of the Complex or in detrimental to the public interest will be treated as a breach of the terms of the Agreement entitling the first party to cancel the deal and Mussoorie Dehradun Development Authority (MDDA) to take suitable action against the Allottee.
9. That the First party shall issue the intimation/demand letter to the Allottee/s for making payment of the installments at their address provided at the time of booking/intimated subsequently, wherever the payment is due connected with the construction stage if not paid by the Allottee in time. The Allottee hereby agrees to make all the payments within time as per the terms of Schedule of Payments from time to time without any reminders from the Builder through A/c Payee Cheque(s) Demand Draft(s) in favour "**M/s Pearl Heights**" payable at Dehradun **OR** through NEFT/RTGS in account number mentioned below :-
A/C no:- **1556002100016050**
IFSC code:- **PUNB0155600**
Bank Name:- **Punjab National Bank**
10. That 15% of Basic sale price for the Flat shall be treated to be the earnest money under this Agreement. In the event of failure of the Allottee to pay the instalments in time as agreed herein, the Seller shall have the right to terminate this Agreement and forfeit the earnest money together with any interest on delayed installments/payment due or payable out of the amounts paid by him and the allotment of the Flat shall stand cancelled and the first party shall be at liberty to sell the said flat to any other person and the second party shall have no objection in it.
11. That the Allottee, if residing outside India, is solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendments.
12. That the First party is authorized to raise finance/loan from any financial institution bank by way of mortgage/charge/securitization of receivable of the land and the Flat/s and the Allottee will have no objection in this regard. However, at the time of execution of the Sale Deed and handing over of possession, the Flat shall be free all encumbrance and charges.

13. That it is agreed by and between the Parties that unless a Sale Deed/Transfer Deed is executed and registered, the First party shall continue to have full authority over that Flat and any/all amounts paid by the Allottee shall not give him/her any lien or interest on the Flat.
14. That transfer/substitution of the Allottee in the Agreement shall be allowed on such terms and conditions as it may deem fit including payments of administrative charges etc. Any changes in name (including addition/deletion) of the Allottee will be deemed as substitution for this purpose. In case of assignment, the assignee shall be liable to observe all the terms and conditions of this Agreement. The entire cost incidental to the assignments/substitutions or deletion, shall be borne by the Allottee or the assignee only.
15. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the Complex along with all the Occupants/Allottees. However, such common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective Allottee.
16. That one reserved/Covered Car parking space has been allotted together with the Flat and the same shall not have independent entity detached from the Flat. The Allottee shall not sell/transfer the reserved/covered parking space independent from the Flat. The Allottee may apply for additional Parking Space, which may be allotted subject to availability and as per the condition decided by Builder. The Allottee undertakes to park his vehicle in the Parking Space allotted to him and not anywhere else in the Complex
17. (a) That the First party shall complete the development/construction of the Flats by March. 2022, (which period may be extended/alterd by mutual written consent of the parties). The completion date is also subject to force majeure conditions. No claim by way of damages/compensation shall lie against the First party in case of delay in handing over the possession on account of the force majeure condition and the First party shall be entitled to a reasonable extension of time for delivery of possession of the Flat to the Allottee.
- (b) That the First party shall after completion of the Flat, intimate the Allottee to take over the possession of the Flat within thirty days thereof. The Allottee shall, within the stipulated time, take the possession of Flat from the First party by executing Sale Deed and necessary indemnities, undertaking and such other



documentation as the First party may prescribe. The Sale Deed shall be executed for the built-up area/carpet area of the Flat along with the proportionate right in the common area. The balcony/terrace balcony attached with the Flat shall be under exclusive use, enjoyment and possession of the Allottee without any interference from anybody. However, the Allottee shall not make any addition/alteration/construction in the balcony/terrace balcony of the allotted Flat. The Stamp Duty, Registration Fee and other charges for execution and registration of Deed or any other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the Flat only after Sale Deed of the Flat is executed and duly registered with the concerned Sub-Registrar Office. The Allottee, after taking possession of the Flat, shall have no claim against the First Party in respect of any item of work which may be alleged not to have been carried out/completed in the Flat or for any reason whatsoever

(c) That the Allottee shall, after taking possession of the Flat or at any time thereafter, shall have no objection to the First party developing or continuing with the development of other Flats adjoining the Flat sold the Allottee.

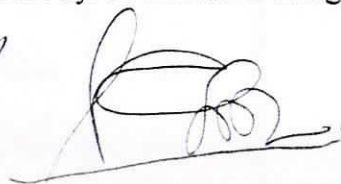
18. That the said Complex shall always be known as "**Pearl Heights**" and this name shall never be changed by the Allottee or anybody else.

19. That the First party shall have the first lien and charge on the Flat, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the First Party under this Agreement.

20. That the terms and conditions contained herein shall be binding on the Occupier of the Flat and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.

21. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculation the saleable Super Area of the Flat, it is repeatedly and specifically made clear that the inclusion of the common area in the computation does not give any divisible right and title therein to the Allottee. The Allottee shall have no right in any commercial premises, building, shops etc. to be constructed in the Complex and the First party shall be free to dispose off the same on such terms and conditions, as it may deem fit.

22. That if the First party or the Maintenance Agency decides to apply for and thereafter receives permission from such Body/Commission/Regulatory/Licensing



Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy in the complex, then the terms contained under the Agreement shall apply to such distribution. The bill for such supply of electricity shall be generated by the First party or nominated agency on a monthly basis and shall be paid by the Allottee within 7 days thereof.

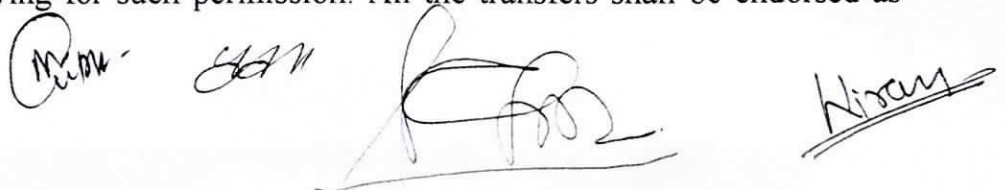
23. IFMS charges Rs 1,00,000/- shall be paid by the Allottee at the time of possession and execution of sale deed of the flat.

24. All the expenses relating to the execution, registration of the sale deed, including the Stamp Duty/expenses on Stamps, registration fee Expenses/GST or any other charges for allotment/transfer of Flat, shall be borne by the Allottee exclusively.

25. One additional electricity sub-meter shall be installed in each Flat by the First party for consumption of Generator Power Backup electricity, in the event of failure of main power supply. The electricity bill on account of consumption of electricity, generated by sub-meter of Power Backup in each Flat, shall be paid by the Allottee as per the rate decided by the First Party/RWA/Society and shall be paid within seven days.

26. The upkeep, maintenance and management of the building, common areas and operation of the plant/machinery shall be organized by the first party or its nominated Maintenance Agency for one year and thereafter by the RWA to be formed by the Flats owners. All such costs/expenses accrued to or provisions shall be borne/paid by the Allottee to the extent of its share in the said building. The charges so fix and payable every month shall be apportioned by the First party to which the Allottee hereby agrees to accept as final and binding. The charges so fixed shall be reviewed/revised annually. It is clarified that this Maintenance Charges shall be exclusive of water, electricity and other consumables for which separate bills shall be raised by the First Party/Maintenance Agency/RWA.

27. The Allottee shall not be permitted to transfer the allotted Flat within 12 months from the date of allotment. However, for all the subsequent transfer of Flat except the original allotment, the Allottee and subsequent Allottee shall obtain the written permission of the Builder, before execution the transfer documents. The Builder/First party shall not refuse this permission for any unreasonable cause. However, the Allottee shall need to obtain a "No Dues Certificate" from the First party before applying for such permission. All the transfers shall be endorsed as



per the Agreement under the Builder/First party Seal. All agreements, deeds and assignments or documents of any nature, executed by the Allottee, which intends to transfer the said Flat, shall be void unless approved by the First party.

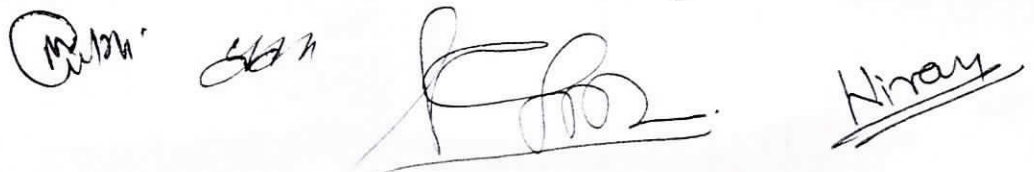
28. The Allottee shall not change the colour scheme of outer walls or painting of exterior side of the doors and windows etc. or carry out any changes in the exterior elevation or design. The provisions of this clause are equally applicable to any occupier of subsequent Allottee of the said Flat. The interiors of all the flats will remain the same as per design specified at the time booking.

29. In case, the Allottee (applicant) at any time before taking over possession of the Flat, desires for surrendering registration cum booking/provisional allotment, it may be agreed to, subject to sole discretion of the First party. In such case, 15% of the total amount of booking of Flat shall be deducted towards the processing and administrative charges and the balance shall be refunded without any interest.

30. That in case the Allottee wants to avail loan facility from Financing Bodies or his Employer to facilitates the purchase of the Flat, the First party shall facilitate the process subject to the conditions that the terms of the Financing Agency shall exclusively be binding and applicable upon the Allottee only. The responsibility of getting loan sanctioned and disbursed as per the First party payment schedule will rest exclusively on the Allottee.

31. That, if any provision of this Agreement is determined to be void or unenforceable under any applicable Law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Agreement and to the extent necessary to confirm to applicable Law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior documents and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.

32. That the Allottee shall get his complete address registered with the First party all the time of booking and it shall be his responsibility to inform the First party by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the Flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner



aforesaid. In case of Joint Allottee, all communication sent by the Seller/First party to the First Allottee shall be sufficient. All letters, receipts, and/or notices issued by the First party or its nominees and dispatched by Registered Post/Courier to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.

33. That, if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to register the same through the First party in his favour at his own cost and expenses and to keep the First Party/Seller fully absolved and indemnified in this connection.

34. That any changes/directions/conditions imposed by Development Authority at any stage while modifying the layout plan shall be binding on the Allottee(s) and the Allottee(s) hereby agrees that it shall not be necessary on the part of the First party to seek consent of the Allottee(s) for the purpose of making any changes in order to comply with such directions, conditions, changes and the building plans of the Said project as may be amended and approved from time to time, shall supersede the present layout plan.


35. All or any dispute arising out of or touching upon any terms(s) of this Agreement meaning the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory amendments/modification thereof for the time being the force. The Arbitration proceedings shall be held at Dehradun. The sole Arbitrator shall be appointed by the First party, whose decision shall be final & binding on both parties. Subject to arbitration, the Courts at Dehradun shall have the exclusive jurisdiction to adjudicate upon any dispute between the Seller/First party and the Allottee.

SCHEDULE OF PROPERTY


One Three BHK Residential Unit (without roof rights) bearing Flat No. 810, on 8th Floor, Block C, having super built-up area 1953 Sq. Ft. or 181.43 Sq. Mtrs. In the multi storied group housing complex "PEARL HEIGHTS", being constructed on land forming part of Khasra No. 543, situated at Mauza kanwali, Pargana Centraldoon, Distt. Dehradun WITH one covered car parking

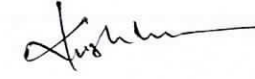
IN WITNESS WHEREOF the Parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witness.


First Party


Second Party

Witnesses

1. 
1. Manoj Gupta
S/o Manoj Gupta,
R/o 401, Vasant Vihar Heights,
Vasant Vihar lane No-3,
Dehradun - 248001

2. 
2. Krishna Kant Verma
S/o. S. P. Kalia,
lane no. 11, Rudraksh Enclave,
Gadwara Colony, Nellore Gyan,
Dehradun - 248001

