



SALE DEED

1. Consideration	Rs. 1,12,05,935/-
2. Market value as per Circle Rate	Rs. 1,18,09,994/- Say 1,18,10,000/-
3 Total Stamp Duty Paid	Rs. 5,90,500/- (as detailed in the body of document)
4 Important Area	Outside Municipal Limits.
5 Area	Sahastradhara Road, Marotha, Dehradun.
6 Place	Sahastradhara Road (IT Park to Chhatra), Marotha, Dehradun.
7 Type of Property	Residential flat
8 Circle Rate	Rs. 28,000/- per Sq. Mtrs.
9 Distance from Main Road	More than 50 meters from Sahastradhara Road.
10 Description of the Property	All that Residential Flat (4 BHK) (With one car parking Space) bearing No. B7-902 on Ninth Floor with its roof rights in Tower B7 having Super area whereof is 2911 Sq. Ft. along with terrace area 1037 Sq. Ft. total 3948 Sq.Ft. or 366.77 Sq. Mtrs. situated at PACIFIC GOLF ESTATE comprising in Khasra No.146 ka and others, Sahastradhara Road, Mauza Marotha, Pargana Parwadoon, Tehsil Sadar, Distt Dehradun.
11 Name & Address of the Sellers	(1) M/s DOON CONTAINERS PRIVATE LIMITED a company registered under the Companies Act, 1956 (PAN -AABCD8929R) having its registered office at Sagar Complex, FF, Plot No.5, New Rajdhani Enclave, Main Vikas Marg, New Delhi-92, through its Authorized Signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar R/o 11-D, Race Course Dehradun (Adhaar No.904615651319) (2) M/s DAMYANTI AGRO FOODS PRIVATE LIMITED a company registered under the Companies Act, 1956 (PAN -AAECD5055B) having its registered office at Sagar Complex, FF, Plot No.5, New Rajdhani Enclave, Main Vikas Marg, New Delhi-92, through its Authorized Signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar (3) M/s NAINITAL TECHNOBUILD PRIVATE LIMITED a company registered under the Companies Act, 1956 (PAN -AABCN8281E) having its registered office at Pacific Mall, Rajpur Road, Jakhan, Dehradun, Uttarakhand through its Authorized Signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar (4) PACIFIC DEVELOPMENT CORPORATION LTD. (PAN-AAACN3524H) a company duly incorporated under The Companies Act 1956 vide No.U74999DL1996PLC077149 at Registrar of Companies, NCT of Delhi and Haryana and having its registered office at Ground Floor-42, Pacific Mall, Tagore Garden, Najafgarh Road, New Delhi - 110018 through its authorized signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar R/o 11-D, Race Course Dehradun (Adhaar No.904615651319)
12. Name and Address of the Purchaser(s)-	Mr. Harinder Singh (PAN: BGQPS2418R) S/o Mr. Inder Singh R/o 54 Haryana Farms, Village Badripur, P.S. Bajpur, Distt Udham Singh Nagar, Uttarakhand ; hereinafter referred to as Vendee(s) which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, executors, administrators, legal representatives and assigns of the Other Part.
13. Pages	23
14. Drafted by :	Prashant Singhal, Advocate

Prashant

Harinder

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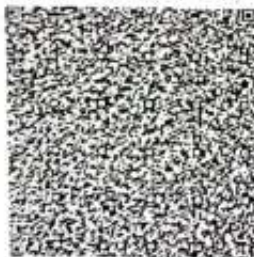


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK70446277637710Q
Certificate Issued Date	: 18-Jun-2018 02:20 PM
Account Reference	: NONACC (SV)/ uk1272004/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK127200441894947658601Q
Purchased by	: Harinder Singh
Description of Document	: Article 23 Conveyance
Property Description	: Flat No. B7-902 at Pacific Golf Estate, Sahasradhara Road, Marotha Dehradun
Consideration Price (Rs.)	: 1,12,05,935 (One Crore Twelve Lakh Five Thousand Nine Hundred And Thirty Five only)
First Party	: Doon Containers P Ltd and Pacific De Co Ltd and Ot
Second Party	: Harinder Singh
Stamp Duty Paid By	: Harinder Singh
Stamp Duty Amount(Rs.)	: 5,90,500 (Five Lakh Ninety Thousand Five Hundred only)



Please write or type below this line

Harinder Singh

Harinder Singh

UP 0003896477

Statutory Alert

The validity of this e-Stamp Certificate should be verified at www.uptaxindia.gov.in. Any discrepancy in the details of this Certificate should be reported to the nearest tax authority.
The time of checking the validity is on the users' responsibility.
In case of any discrepancy please refer to the Complaint Authority.

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SALE DEED

THIS SALE DEED is executed at Dehradun on this 18th June, 2018.

BETWEEN

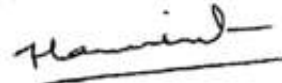
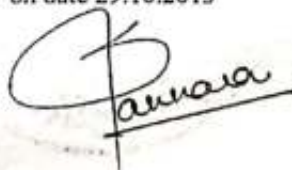
(1) M/s DOON CONTAINERS PRIVATE LIMITED a company registered under the Companies Act, 1956 having its registered office at Sagar Complex, FF, Plot No.5, New Rajdhani Enclave, Main Vikas Marg, New Delhi-92, through its Authorized Signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar vide Board Resolution dated 06.01.2018 (2) M/s DAMYANTI AGRO FOODS PRIVATE LIMITED a company registered under the Companies Act, 1956 having its registered office at Sagar Complex, FF, Plot No.5, New Rajdhani Enclave, Main Vikas Marg, New Delhi-92, through its Authorized Signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar vide Board Resolution dated 06.01.2018, (3) M/s NAINITAL TECHNOBUILD PRIVATE LIMITED a company registered under the Companies Act, 1956 having its registered office at Pacific Mall, Rajpur Road, Jakhan, Dehradun, Uttarakhand through its Authorized Signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar vide Board Resolution dated 04.11.2016 (4) M/s PACIFIC DEVELOPMENT CORPORATION LTD. a company duly incorporated under The Companies Act 1956 vide No.U74999DL1996PLC077149 at Registrar of Companies, NCT of Delhi and Haryana and having its registered office at Ground Floor-42, Pacific Mall, Tagore Garden, Najafgarh Road, New Delhi - 110018 through its authorized signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar R/o 11-D, Race Course Dehradun (Adhaar No.904615651319) duly authorized representative of the Company who has been authorized vide Board's Resolution dated 04.06.2018 hereinafter referred collectively to as the "vendors/ sellers", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns of the One Part.

IN FAVOUR OF

Mr. Harinder Singh (PAN: BGQPS2418R) S/o Mr. Inder Singh R/o 54 Haryana Farms, Village Badripur, P.S. Bajpur, Distt Udham Singh Nagar, Uttarakhand ; hereinafter referred to as Vendee/s which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, executors, administrators, legal representatives and assigns of the Other Part;

WHEREAS the Vendor No.1 is the owner of the land situated at Village Marotha, Pargana, Parwadoon, Tehsil Sadar, Distt. Dehradun through following Sale Deeds registered with the office of Sub-Registrar IV, Dehradun :

- i. Vide registered sale deed in Bahi No. 1, Volume No. 978, pages 171 to 184 at SI. No. 5142 on date 29.10.2013
- ii. Vide registered sale deed in Bahi No. 1, Volume No. 978, pages 203 to 218 at SI. No. 5144 on date 29.10.2013
- iii. Vide registered sale deed in Bahi No. 1, Volume No. 978, pages 219 to 232 at SI. No. 5145 on date 29.10.2013
- iv. Vide registered sale deed in Bahi No. 1, Volume No. 978, pages 233 to 246 at SI. No. 5146 on date 29.10.2013
- v. Vide registered sale deed in Bahi No. 1, Volume No. 978, pages 247 to 260 at SI. No. 5147 on date 29.10.2013



- vi. Vide registered sale deed in Bahi No. 1, Volume No. 978, pages 261 to 276 at SI. No. 5148 on date 29.10.2013
- vii. Vide registered sale deed in Bahi No. 1, Volume No. 978, pages 277 to 292 at SI. No. 5149 on date 29.10.2013
- viii. Vide registered sale deed in Bahi No. 1, Volume No. 978, pages 293 to 306 at SI. No. 5150 on date 29.10.2013
- ix. Vide registered sale deed in Bahi No. 1, Volume No. 979, pages 15 to 28 at SI. No. 5159 on date 30.10.2013
- x. Vide registered sale deed in Bahi No. 1, Volume No. 979, pages 75 to 92 at SI. No. 5163 on date 30.10.2013
- xi. Vide registered sale deed in Bahi No. 1, Volume No. 979, pages 93 to 108 at SI. No. 5164 on date 30.10.2013

AND the Vendor No.2 is the owner of the land situated at Village Marotha, Pargana, Parwadoon, Tehsil Sadar, Distt. Dehradun through following Sale Deeds registered with the office of Sub-Registrar IV, Dehradun :

- i. Vide registered Sale Deed in Bahi No. 1, Volume No. 978, pages 185 to 202 at SI. No. 5143 on date 29.10.2013.
- ii. Vide registered Sale Deed in Bahi No. 1, Volume No. 978, pages 337 to 350 at SI. No. 5153 On date 30.10.2013.
- iii. Vide registered Sale Deed in Bahi No. 1, Volume No. 978, pages 351 to 366 at SI. No. 5154 on date 30.10.2013.
- iv. Vide registered Sale Deed in Bahi No. 1, Volume No. 978, pages 367 to 382 at SI. No. 5155 on date 30.10.2013
- v. Vide registered Sale Deed in Bahi No. 1, Volume No. 979, pages 1 to 14 at SI. No. 5158 on Date 30.10.2013.

AND the Vendor No.3 is the owner of the land situated at Village Marotha, Pargana, Parwadoon, Tehsil Sadar, Distt. Dehradun through following Sale Deeds registered with the office of Sub-Registrar IV, Dehradun :

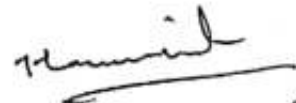
- i. Vide registered Sale Deed in Bahi No. 1, Volume No. 978, pages 383 to 398 at SI. No. 5156 on date 30.10.2013
- ii. Vide registered Sale Deed in Bahi No. 1, Volume No. 978, pages 399 to 414 at SI. No. 5157 on date 30.10.2013
- iii. Vide registered Sale Deed in Bahi No. 1, Volume No. 979, pages 29 to 44 at SI. No. 5160 on date 30.10.2013
- iv. Vide registered Sale Deed in Bahi No. 1, Volume No. 979, pages 45 to 58 at SI. No. 5161 on date 30.10.2013
- v. Vide registered Sale Deed in Bahi No. 1, Volume No. 979, pages 59 to 74 at SI. No. 5162 on date 30.10.2013

The total land has been mutated in the revenue records (fasli varsh 1415-1420) bearing Khata Khatoni Nos. 00003, 00008, 00013, 00017, 00024, 00036, 00037, 00046, 00055, 00059, 00068, 00069, 00079, 00099, 00100.

A) AND WHEREAS after purchasing and getting mutated in the revenue records the said land, the above vendor No. 1/ seller company sold apart of the said undivided land in favor of the vendor/ seller No. 4 vide sale deed mentioned as following duly registered in the office of Sub-Registrar IV, Dehradun :

Vide registered Sale Deed in Bahi No. 1, Volume No. 2131, pages 131 to 160 at SI. No. 8605 on date 09.09.2015 AND


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The above Vendor No. 2/seller company sold the part of the said undivided land in favor of the vendor/ seller No. 4 vide sale deeds mentioned as following duly registered in the office of Sub-Registrar IV, Dehradun :

- I. Vide registered Sale Deed in Bahi No. 1, Volume No. 2131, pages 191 to 220 at Sl. No. 8607 on date 09.09.2015.
- II. Vide registered Sale Deed in Bahi No. 1, Volume No. 2131, pages 221 to 250 at Sl. No. 8608 on date 09.09.2015 AND

The above Vendor No. 3/seller company sold the part of the said undivided land in favor of the vendor/ seller No. 4 vide sale deeds mentioned as following duly registered in the office of Sub-Registrar IV, Dehradun :

- I. Vide registered Sale Deed in Bahi No. 1, Volume No. 2131, pages 161 to 190 at Sl. No. 8606 on date 09.09.2015
- II. Vide registered Sale Deed in Bahi No. 1, Volume No. 2131, pages 251 to 280 at Sl. No. 8609 on date 09.09.2015

As such the vendor/ seller No. 4 became undivided and undefined co-owner in the said land. Thus, the seller/vendor No. 4 is also joining in execution of this sale deed and this deed is being executed by all sellers/vendors jointly in favor of the Vendee/s.

B) The aforesaid entire land is bounded and butted as under:

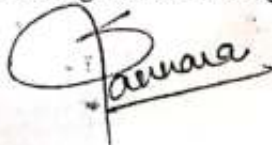
On the East	:	Property of Others
On the West	:	Property of Others
On the North	:	Property of Others
On the South	:	Sahastradhara Road

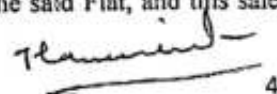
C) The vendors/ sellers seized and possessed of or otherwise well and sufficiently entitled to the said Land and applied to Mussoorie Dehra Dun Development Authority (MDDA) for sanction of building plans for construction of a Group Housing Project (hereinafter called as 'Project') on the said land which has been sanctioned by MDDA vide its plan no. L-0006/11-12/RE-1 dated 01.02.2014 and R-700/S-6/14 dated 20.08.2015.

D) The Vendors/sellers have developed and constructed the Group Housing Project under the name and style of "PACIFIC GOLF ESTATE", on the said land in accordance with the sanctioned plans, comprising of Flats and several residential buildings/blocks therein and other common services and facilities being part of the Project.

E) The Vendors/sellers offered for allotment and sale of a Flat in the said project upon interest shown by the Vendee/s, the Vendors/sellers agreed to allot to the VENDEE/s a Flat (4 BHK) (with one car parking Space) bearing No. B7-902 on Ninth Floor with its roof rights in Tower B7 having Super area whereof is 2911 Sq. Ft. along with terrace area 1037 Sq. Ft. total 3948 Sq.Ft. or 366.77 Sq. Mtrs. situated at PACIFIC GOLF ESTATE, part of land bearing Bhumidari Khasra Nos. 146 ka, 146 da, 147, 148 ka, 148 kha, 149 ka, 149 kha, 150 ka, 150 kha, 150 ga, 150 da, 150 gha, 151, 152 ka, 152 kha, 152 ga, 153, 154 ka, 154 kha, 155 ka, 155 kha, 155 ga, 156, 157 ka, 157 kha, 158, 159 ka, 159 kha, 160 to 162, 163 ka, 163 kha, 164, 165, 166 ka, 166 kha, 167 ka, 167 kha, 167 ga, 192 to 207, 208 ka, 208 kha, 208 ga, 208 gha, 209 ka, 209 kha, 209 ga, 210 ka, 210 kha, 210 ga, 210 gha, 211 to 220, 221 ga, 222, 236 gha, 238 to 243, 244 ka, 244 kha, 244 ga, 244 gha, 245, 246 ka, 247 ka, 248 ka, 248 kha, 249 to 251, 252 min, 252 ga, 253 ka, 253 kha, 254 kha, 264, 271 to 275, 276 ka, 277, 278 kha, 278 ga, 279, 280 ka, 282, 283, 286 to 292, 294 kha fully detailed in the plan, in the aforesaid project for an agreed sale consideration and in accordance with the terms and conditions as contained.

F) The VENDEE/s having paid the total consideration and is entitled to get the Sale Deed executed and registered in his/her/their name(s), in respect of the said Flat, and this sale deed is being executed and registered, as under :-





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(17)

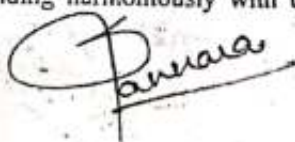
NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:

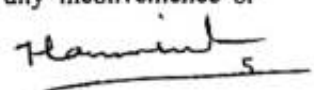
1. In pursuance of the allotment and in consideration of an amount of Rs.1,12,05,935/- (Rupees One Crore Twelve Lakh Five Thousand Nine Hundred Thirty Five Only) paid by the VENDEE/s to the Vendors before signing this deed in the following manner :

- (1) Rs.23,95,785/- Vide Cheque no.263272 Dtd. 05/01/2016 drawn on SBI
- (2) Rs.9,58,313/- Vide Cheque no.263273 Dtd. 04/04/2016 drawn on SBI
- (3) Rs. 9,58,313/- Vide Cheque no.263274 Dtd. 04/04/2016 drawn on SBI
- (4) Rs. 9,58,313/- Vide Cheque no.263275 Dtd. 04/04/2016 drawn on SBI
- (5) Rs.9,15,408/- Vide Cheque no.263277 Dtd. 04/04/2016 drawn on SBI
- (6) Rs.9,58,313/- Vide Cheque no.263278 Dtd. 04/04/2016 drawn on SBI
- (7) Rs.9,58,313/- Vide Cheque no.263279 Dtd. 04/04/2016 drawn on SBI
- (8) Rs.9,58,313/- Vide Cheque no.263280 Dtd. 04/04/2016 drawn on SBI
- (9) Rs.9,58,314/- Vide Cheque no.84743 Dtd. 09/05/2018 drawn on SBI
- (10) Rs.8,63,099/- Vide Cheque no.84744 Dtd. 09/05/2018 drawn on SBI
- (11) Rs.2,11,391/- Vide Cheque no.84742 Dtd. 09/05/2018 drawn on SBI
- (12) Rs.1,12,060/- TDS Dtd. 15/06/2018

The receipt whereof the Vendors hereby admit and acknowledge, and the VENDEE/s agreeing to observe and perform the terms and conditions herein contained, referred in the recitals herein below and as such by way of this Sale Deed, the Vendors doth hereby sell, convey and transfer the Said flat, together with the undivided and impartibly proportionate share in the land underneath of the said Building and the proportionate share in the common areas of the Said Building and along with all rights and easements whatsoever necessary for the enjoyment of the said Flat subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.

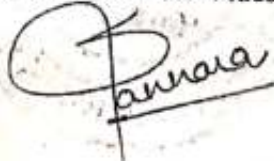
2. That the VENDEE/s has/have already paid the Sale Consideration, as stated above, and all other dues, which are payable from the date of application and/or in terms of allotment/ offer to sale, if any additional charges, levies, rates, taxes, demands etc. including service tax, Vat/Work Contract tax, Metro cess, development charges for the provision of peripheral and/or external services or for any other reason attributable to the said Flat are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration in respect of the said Flat payable by the VENDEE/s and the Vendors shall have first charge/lien on the Flat for recovery of the same. In addition to the above consideration, the Vendee/s has/have further agreed and accepted to pay the amount towards VAT, Service tax, cess, any other taxes as applicable, stamp duty, registration charges/ fees, deposit and charges for society formation, maintenance charges, charges for electricity connections/ meter, legal charges, and various other charges which has been stated and required.
3. The vacant and peaceful possession of the Said Flat has been delivered by the VENDORS through its authorized representative to the VENDEE/s simultaneously with the signing and execution of this Sale Deed, and the VENDEE/s confirm having been satisfied themselves as to the area of the Said Flat, quality and extent of construction and the specifications in relation thereto and the VENDEE/s agree not to raise any dispute at any time in future in this respect.
4. For computation purpose, the Plinth Area means the covered area inclusive of half of the area under common walls between two Flats, full area of the other walls, columns and projections, balconies, plus proportionate share in the common areas such as projections, corridors, passages, area under lifts, staircases, entrance lobbies, and other common areas and facilities in the Said Building. The VENDEE/s shall use such common areas and facilities within the Said Building harmoniously with other occupants, without causing any inconvenience or

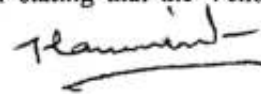




hindrance to them. Further the use of such common areas and facilities within the Said Building shall always be subject to timely payment of maintenance charges, if any.

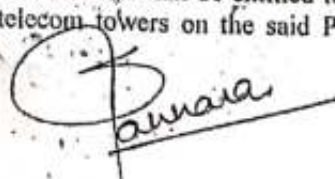
5. The VENDEE/s shall be entitled to use the general common areas and facilities within the Said Project, which may be within or outside the foot print of the Said Building earmarked for common use of all the occupants of the Said Project. As such, the VENDEE/s shall have no right, interest or title in the general common areas and facilities within the Said Project, which may be within or outside the foot print of the Said Building such as Club, swimming pool, community centre, parking spaces (except if specifically allotted), roads, parks, overhead water tanks, underground water tanks, electric sub-stations, open areas, entrance, pump house, guard rooms, storage area etc., which shall always remain the property of the Vendors.
6. Except for the Said Flat transferred herein along with all common easementary rights attached therewith, all adjoining areas including the un-allotted terrace/roof, unreserved parking space, swimming pool, club and facilities therein, storage areas etc., the entire unallotted/unsold area of the Said Project, shall remain the property of the Vendors and the same shall always be deemed to be in possession of the Vendors.
7. The Said Flat is free from all sorts of encumbrances, liens and charges etc. except those created at the request of the VENDEE/s to facilitate to have loan for purchase of the Said Flat.
8. The VENDEE/s shall be entitled to further sell, mortgage, lease, gift, exchange or otherwise alienate the Said Flat hereby conveyed to any person(s) subject to the terms contained herein after obtaining a No Objection/No Dues Certificate as regards to clearance/payment of outstanding charges including maintenance charges payable by the VENDEE/s to the Residents Welfare Association / Maintenance Agency concerned with maintenance of common areas, facilities and services, as the case may be and subject to the conditions imposed by his/their financier/ Bank.
9. Whenever the title of the VENDEE/s in the Said Flat is transferred in any manner whatsoever, the transferee(s) shall be bound by all covenants and conditions contained in this Sale Deed, Allotment and the Maintenance Agreement and he/she/they be answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Flat.
10. The VENDEE/s shall not be entitled to claim partition of his/their undivided share in the land underneath the Said Building, as aforesaid, and the same shall always remain undivided and impartibly unidentified and undefined.
11. The VENDEE/s shall from time to time and at all times pay all existing or to exist in future rents, taxes (municipal tax/gram panchayat tax, property tax, water tax, Sewerage tax, other annual taxes), charges, levies, impositions and assessments of every description which are now or may at any time hereafter be assessed, charged or imposed upon the Said Flat/shop hereby transferred on pro-rata basis. All taxes or charges, present or future, on the Said Land, Said Project or the Said Flat levied by any authority from the date of booking shall be borne and paid by the VENDEE/s on pro-rata basis.
12. The VENDEE/s shall at all times duly perform and observe all the covenants and conditions which are contained in this Sale Deed, as referred hereinabove, and observe the same as applicable and pertaining to the Said Flat.
13. If the Vendee/s seek(s) a loan from financial institutions or banks or any other lender (the "Lender") against the security of the said Flat for which a written NOC/ consent and approval of the Vendors has been issued, then in the event of: (a) the Vendee/s committing a default of the payment of the installments of the consideration amount, (b) the Vendee/s deciding to cancel the agreement and/or the Vendee/s shall clear the mortgage debt outstanding at the time of the said termination. The Vendee/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Sale Deed and NOC from the Vendors, receipt etc. from the Lender stating that the Vendee/s

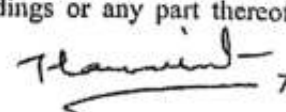

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has/have cleared the mortgage debt. Notwithstanding the above, the Vendee/s' obligation to make payment of the installments under this deed in accordance with the provisions of this deed is absolute and unconditional. It is also agreed that the Vendee/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender.

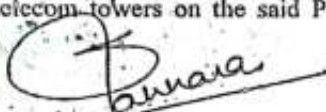
14. The VENDEE/s agree to enter into a maintenance agreement with the Vendors or any associated condominium such as Welfare Association of Flats and/or nominee/agency as may be appointed/nominated by the Vendors for the maintenance and upkeep of the said project, if required, by mutual consent of both the parties. The Vendors reserve the right to entrust the job of maintenance and upkeep of the open areas, common areas facilities of the Said Project to any agency as they may deem fit.
15. It is expressly agreed that the right of the Vendee/s under this deed is only restricted to the said Flat agreed to be sold by the Vendors to the Vendee/s and all other premises shall be the sole property of the Vendors and the Vendors shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Vendee/s in any manner whatsoever to any third party.
16. The Vendors shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, including but not limited to:
 - (i) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
 - (ii) amalgamation of the said Property with any adjoining plots of land;
 - (iii) The Vendee/s or any other body formed by the Vendee/s of the said Property shall not have any objections to the aforesaid and the Vendee/s hereby grants his/her/their irrevocable consent and no objection to the Vendors to carry out the necessary acts, deeds, matters and things.
 - (iv) The Vendee/s hereby grants his/ her/ their irrevocable authority and consent to the Vendors that the Vendors shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose-off any part or portion of the building(s), including the terraces, basement, open spaces, podium, garden area and to permit the same to be utilized for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Vendors.
17. If the Floor Space Index (FSI), by whatever name or form is increased: (a) in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property, (b) on account of Transfer of Development Rights (TDR) (or in any other similar manner) available for being utilized or otherwise and/ or if the sanctioning authorities permit the construction of additional floors/wing, then in such event, the Vendors shall be entitled to construct such additional floors, wing/s as per the revised building/s plans. The Vendee/s expressly consent/s to the same as long as the total area of the said Flat/ Premises is not reduced.
18. The Vendors shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put-up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/s will be the sole and absolute property of the Vendors alone, who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity, etc. available in the said Flat to which the Vendee/s shall not have any right to object, and it is expressly agreed that the Vendors shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Property or on the Buildings or any part thereof

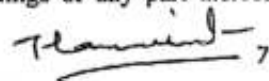

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has/have cleared the mortgage debt. Notwithstanding the above, the Vendee/s' obligation to make payment of the installments under this deed in accordance with the provisions of this deed is absolute and unconditional. It is also agreed that the Vendee/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender.

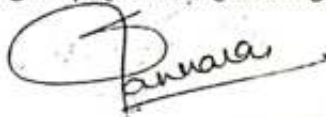
14. The VENDEE/s agree to enter into a maintenance agreement with the Vendors or any associated condominium such as Welfare Association of Flats and/or nominee/agency as may be appointed/nominated by the Vendors for the maintenance and upkeep of the said project, if required, by mutual consent of both the parties. The Vendors reserve the right to entrust the job of maintenance and upkeep of the open areas, common areas facilities of the Said Project to any agency as they may deem fit.
15. It is expressly agreed that the right of the Vendee/s under this deed is only restricted to the said Flat agreed to be sold by the Vendors to the Vendee/s and all other premises shall be the sole property of the Vendors and the Vendors shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Vendee/s in any manner whatsoever to any third party.
16. The Vendors shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, including but not limited to:
 - (i) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
 - (ii) amalgamation of the said Property with any adjoining plots of land;
 - (iii) The Vendee/s or any other body formed by the Vendee/s of the said Property shall not have any objections to the aforesaid and the Vendee/s hereby grants his/her/their irrevocable consent and no objection to the Vendors to carry out the necessary acts, deeds, matters and things.
 - (iv) The Vendee/s hereby grants his/ her/ their irrevocable authority and consent to the Vendors that the Vendors shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose-off any part or portion of the building(s), including the terraces, basement, open spaces, podium, garden area and to permit the same to be utilized for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Vendors.
17. If the Floor Space Index (FSI), by whatever name or form is increased: (a) in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property, (b) on account of Transfer of Development Rights (TDR) (or in any other similar manner) available for being utilized or otherwise and/ or if the sanctioning authorities permit the construction of additional floors/wing, then in such event, the Vendors shall be entitled to construct such additional floors, wing/s as per the revised building/s plans. The Vendee/s expressly consent/s to the same as long as the total area of the said Flat/ Premises is not reduced.
18. The Vendors shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put-up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/s will be the sole and absolute property of the Vendors alone, who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity, etc. available in the said Flat to which the Vendee/s shall not have any right to object, and it is expressly agreed that the Vendors shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Property or on the Buildings or any part thereof

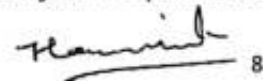

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including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Vendors are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the building/s as the case may be and the Vendee/s agree/s not to object or dispute the same. The Vendee/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Flat agreed to be acquired by him/ her/ them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Vendors. The Vendors shall be entitled to install its logo in one or more places in or upon the building/s and the Vendors reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

19. In the event of the Society/ Organization being formed and registered before the sale and disposal by the Vendors of all the flat/ premises in the Building/s, the power and authority of the Society/ Organization so formed or that of the Vendee/s and the Vendee/s of other premises in the Building/s shall be subject to the overall authority and control of the Vendors in respect of any of the matters concerning the building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Vendors shall have the absolute authority and control as regards the unsold flat/premises and disposal thereof. The Vendors shall be liable to pay only the municipal taxes, at actual, in respect of the unsold flat/premises, if any. In case the Society/ Organization is formed before the disposal by the Vendors of all the flats/ premises then the Vendors shall at its option (without any obligation) join in as a member in respect of such unsold flat/premises and as and when such flat/premises are sold, the Society/Organization shall admit such Vendee/s as the member/s without charging any premium/transfer fees or extra payment of any nature whatsoever.
20. The Vendors shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Property and/or the building, provided that the same does not in any way materially prejudice the right of the Vendee/s in respect of the said Flat which is agreed to be sold to the Vendee/s.
21. In the event of the Vendors having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Uttarakhand, then the same shall be reimbursed by the Vendee/s to the Vendors in proportion to the super area of the flat/premises or otherwise as may be determined by the Vendors and non- payment of the same, shall constitute a breach of this deed.
22. The Vendors shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Vendors shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.
23. Notwithstanding the other provisions of this deed, the Vendors shall be entitled to nominate any person ("project management agency") to manage the operation and maintenance of the building(s), and the infrastructure on the said Property, common amenities and facilities on the said Property for a period until the RWA/ Organization is formed and the charge for maintenance is handed over to the said Organization or until said Property is developed (as determined by the Vendors). The Vendors shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the

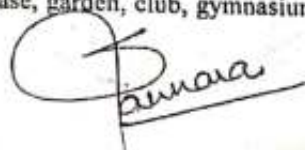


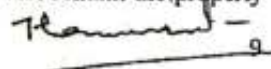
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buildings that may be developed in the said Property including the Vendee/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.

24. In such event, the Vendee/s agree/s to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Vendors or the project management agency, including without limitation, payment of the Vendee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment fees of the project management agency.
25. The Vendors shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property, even after such time as the said Property together with the buildings constructed thereon are transferred to the Society/Organization/RWA.
26. The Vendee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Vendors, or any of their nominees or transferees, from developing and/or to carry out construction, on the said Property and/or on adjoining properties.
27. The Vendee/s is/are aware that if the FSI/TDR of Staircase and Liftwell is available for development, on payment of premium or otherwise, the Vendors shall be entitled to utilize the same, either by constructing additional floors and/or by utilizing the same in remaining buildings to be constructed on the said Property and/or on any vacant area of the said Property, and the Vendee/s shall not object to the same by any means whatsoever.
28. It is mutually agreed, accepted and confirmed between the parties that incase the area of the said Flat is increased due to any reason whatsoever, the Vendee/s hereby unconditionally agree/s, accept/s and undertake/s to pay the Vendors the price/consideration for increased area as per the then prevailing market rate.
29. The Vendee/s hereby also grant his/their irrevocable authority, permission and consent to the Vendors and agree/s and undertake/s that:
 - i) The Vendors shall have sole and absolute right and authority, and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the said building and the said Property and to permit the same to be utilized for any purpose, including for the purpose of offices, Flats, nursing homes, bank office, restaurant, hotel, gardens/playground, and display of advertisement and hoardings, as may be permissible or as may be ultimately permitted by the authorities concerned.
 - ii) The Vendee/s shall at his/their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Vendors and which the Vendors may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this deed.
 - iii) Nothing contained in this deed is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/or said building or any part thereof. The Vendee/s shall have no claim save and except the said Flat/ shop hereby agreed to be sold hereunder and all open spaces, lobbies, common space, parking stilt, podium or basement, staircase, garden, club, gymnasium, terraces, recreation spaces, etc. remain the property

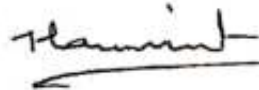
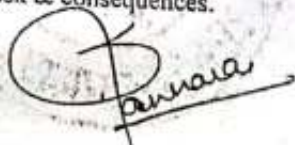

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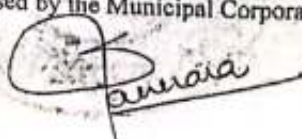
of the Vendors until the Property and said building/s are conveyed to the Organization/society/RWA as herein, mentioned.

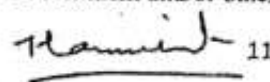
30. CAR PARKING

- i. The Vendee/s is/are aware that as a part of the building and a common amenity, the Vendors are constructing several open/covered/stilt car parking spaces to be used by the Vendee/s of the residential flats in the building/Project.
 - ii. At the request of the Vendee/s, the Vendors hereby allocate to the Vendee/s car parking space/and the Vendee/s is/are aware that the Vendors have in like manner allocated and shall be allocating other car parking space/s to several Vendees of the residential flats/commercial units in the Building/Project and the Vendee/s undertake not to raise any objection in that regard and the rights of Vendee/s to raise any such objection shall be deemed to have been waived.
 - iii. The Vendee/s hereby accords his/her/their irrevocable and unconditional consent to the Vendors to allocate the other car parking spaces to the Vendee/s of the respective residential flats in the building. The Vendee/s hereby confirm/s, warrant/s and undertake/s to use the car parking spaces so allocated to him/ her/ them for the purpose of the parking of car only and not otherwise.
 - iv. The Vendee/s hereby further warrant/s and confirm/s that the Vendee/s shall upon formation of the Organization/Society/RWA as contemplated herein above, cause such Organization /Society/RWA to confirm and ratify and shall not and/or shall cause the Organization /Society/RWA not to alter or change the allocation of car parking spaces in the manner allocated by the Vendors to the various Vendees (including the Vendee/s herein) of the residential flats in the Building/ Project.
 - v. The Vendee/s is/are aware that stilt car parking, podium car parking and open car parking belong to the Vendors only and the same cannot be used by the Vendees/Ad-Hoc Committee/ Proposed Societies/ Managing Committee unless acquired from the Vendors under a separate allotment letter and or an Agreement is executed by the Vendors. The security of Vendors shall have every right to remove any such car/vehicles parked by Vendee/s, Ad-Hoc Committee/ Society Managing Committee from site, who have parked, without obtaining such allotment letter/Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Adhoc Committee and/or of the Committee of an Organization, to ensure that, members and/or the Vendee/s does/do not park his/their cars, on any open area of the said Property, to whom, the Vendors have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Vendee/s is/are not allowed/entitled to use any area for car parking or otherwise unless the Vendors in writing permit the same.
31. The Vendee/s shall use the said Flat/Premises or any part thereof or permit the same to be used only for the purpose of residence and shall not use the said Flat for any purpose other than for residence except with the written permission of the Vendors or the organization when formed. The Vendee/s shall use the parking space only for purpose of keeping or parking the Vendee/s own vehicles. The Vendee/s shall not use the open spaces/ parking/ stilt/ podium area, etc. for parking his/their vehicles without prior written permission of the Vendors/Organization as the case may be.
32. The Vendee/s has/have declared that he/she/they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI (in case of Non Resident Indian) before entering into this deed for Sale with the Vendors. Any breach or violation of any Acts or Rules or Laws by the Vendee/s shall be entirely at his/their own cost, risk & consequences.



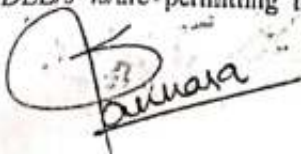
33. Notwithstanding anything contained under this deed, it is clearly and expressly agreed and accepted by the Vendee/s that he/they shall not use any other road or access for ingress and egress to the residential property, save and except the access road as provided by the Vendors.
34. The Vendee/s further confirm /s that he/they has/have verified and inspected the approved plans. The Vendors have given various undertaking and writing to the Municipal Corporation and authorities which shall be binding upon the Vendee/s and the benefits/ TDR shall be for the sole benefit of the Vendors alone for which Vendee/s has/have no objection for the same.
35. To maintain the said Flat at the Vendee/s' own cost in good tenantable repairs and condition from the date possession of the Flat is taken and shall not do or suffer to be done anything in or to the building/s, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or vendors or change/alter or make addition in or to the building or the Flat or part thereof;
36. The Vendee/s shall not store in the said Flat/Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the building/s including the entrance thereof. In case any damage is caused to the said Flat/ Premises or the building/s on account of the negligence or default of the Vendee/s in this behalf, the Vendee/s shall be liable for the consequences of the breach;
37. The Vendee/s at his/their own cost shall do all internal repairs of the said Flat/ Premises and maintain it in good condition, state and order and not to do or suffer to be done anything in the Flat which is in contravention of rules, regulations or bye-laws laid down by the Vendors or of the concerned local public authority;
38. The Vendee/s shall not demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat/ shop or any part thereof nor alter the elevation and outside color scheme of the building/s and to keep the portion, sewers, drain pipes in the Flat/ shop and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or other structural members in the said Flat.
39. The Vendee/s shall not do or permit to be done any act which may render void or voidable.
40. The Vendee/s shall not enclose the balcony area or flowerbed inside the said Flat without express written permission of the Vendors. The Vendee/s shall use the said Flat/ Premises only for residence and not to use the said Flat/ Premises for any unlawful uses or purposes, which is prohibited/ restricted under any law of land. The Vendee/s shall not carry out any structural changes/ modification inside of the Flat/ Premises and also shall not decorate change or modify the exterior of the said Flat/ Premises or any part thereof.
41. The Vendee/s shall not throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat/ Premises in the compound or any portion of the said Property and the building/s.
42. The Vendee/s shall Pay to the Vendors within 7 days of demand by the Vendors, his/her/their share of deposit/ charges demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building/s;
43. The Vendee/s shall bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Municipal Corporation/Gram Panchayat and/or Government and/or other

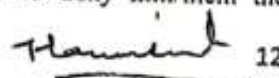

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- public authority on account of change of user of the said Flat or otherwise.
44. The Vendee/s shall not to let, sub-let, transfer, assign, mortgage or give Power of attorney or any authority or part with the Vendee/s' interest or benefit factor of this deed or part with the possession of the said Flat/ Premises until all the dues payable by the Vendee/s to the Vendors under this deed are fully paid up.
45. The Vendee/s shall not carry out civil work which will damage the waterproofing and/or plumbing line, etc. the Vendee/s shall not do or suffer to be done anything in the said Flat/ Premises or in the said Property or the building which, would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Vendee/s commit/s any acts or omissions in contravention to the above, the Vendee/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Vendors in that behalf;
46. These covenants shall be binding and operative on Vendee/s even after the formation of the Organization/ Resident Welfare Association (RWA).
47. The Vendee/s shall observe and perform all the rules and regulations which the Organization/RWA may adopt at its inception; and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Vendee/ s shall also observe and perform all the stipulations and conditions laid down by the Organization/RWA regarding the occupation and use of the Flat/ Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
48. The Vendee/s shall not ask for any partition, and/ or division towards his/her/their rights in the said Flat/ Premises and/ or the said building in which the said Flat/ Premises is situated and/ or of the said Property and/ or shall not ask for independent rights, access in the said building and/ or in the said Property and/ or any independent agreement or any other agreement of the said Flat/ shop.
49. The Vendee/s hereby indemnify and keep indemnified the Vendors and hold the Vendors harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Vendors directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Vendors under this deed; (b) any breach and/ or default by the Vendee/s in the performance of any and/ or all of his/their obligations under this deed; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Flat /shop and directly or indirectly as a result of the negligence, act and/ or omission of the Vendee/s or his / her/ their agents, servants, tenants, guests, invitees and/ or any person or entity under his/their control; and (d) Vendee/s' non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat.
50. The VENDEE/s is/are liable to pay monthly/quarterly/yearly maintenance charges as demanded by the Vendors/Maintenance Agency, irrespective whether the VENDEE/s is/are in occupation of the Flat or not, within a period of 7 days of demand. The Vendors/Maintenance Agency reserves the right to enhance the maintenance amount payable by way of further one time, annual or monthly charge. In case of delay in monthly or other maintenance charges within this period, interest at prescribed which may be fixed by the vendors time to time rate shall be charged for the period of delay. In case of failure of the VENDEE/s to pay the maintenance bill, other charges on or before the due date, the VENDEE/s is/are permitting the Vendors/Maintenance Agency to deny him/them the

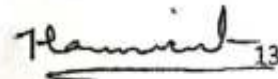

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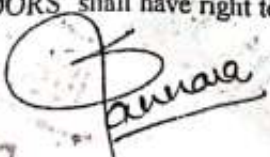
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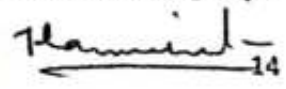
- maintenance services that may include disconnection of water/sewer, power/power backup and debarment from usage of any or all common facilities within the Said Project. The VENDORS may also, apart from other remedies open to it, restrict or object to the transfer of the Said Flat by the VENDEE/s.
51. The VENDEE/s shall permit the VENDORS and/or Maintenance Agency, its servants and agents with or without workmen and others at all reasonable times to enter into and upon the Said Flat or any part thereof, for the purpose of making, repairing, maintaining, cleaning, lighting and keeping in order, in good condition and services, drains pipes, cables, water covers, gutters, wires or other conveniences belonging to or serving or used for the Said Building and also for the purpose of laying down, maintaining, repairing and testing draining and water pipes and electrical wires and for similar purposes without causing damage to the property of the Vendee/s. The VENDEE/s shall allow the complex maintenance team to have full access to and through his/their Flat and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.
 52. The VENDEE/s shall maintain at his/her/their own costs, the said flat including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in the same good condition, state and order in which it is delivered to him/them and shall abide by all bye-laws, Rules and Regulations of the Government, any other competent authorities and local bodies and shall be responsible for all deviation, violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions.
 53. The VENDEE/s shall not remove any walls of the said flat including load bearing walls and all the walls/structures of the same shall remain common between the VENDEE/s and Vendors/occupiers of the adjacent Flat. Further, the VENDEE/s shall neither himself/themselves do nor permit anything to be done which may cause damage to any part of the adjacent Apartment/Flat(s) etc.
 54. The VENDEE/s shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the Said Flat / Said Project or the Parking space by the VENDEE/s shall be liable to be removed at his/their cost by the Vendors and/or Maintenance Agency as the case may be.
 55. That it shall be incumbent on VENDEE/s to join an Association comprising of the VENDEES that has been formed and may be formed by the residents/occupants for the purpose of management and maintenance of the Said Project. Only common services shall be transferred to the Association. Vendorship of facilities like parking, club, storage Spaces, community centre, servant rooms, swimming pool, parks etc. shall not be transferred to the association but it shall be handed over to the association for the purpose of maintenance. It shall remain property of Vendors always.
 56. The Said Building along with lifts, pump houses, generators etc., may be got insured against fire, earth-quake and civil commotion at the expenses of the VENDEE/s by the VENDORS/ Maintenance Agency provided all the occupiers of the Apartment/Flats will pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The VENDEE/s shall not do or permit to be done any act which may render void or voidable any insurance or cause an increased premium. Such charges may be integrated into the pre-paid power supply metering system, if any.
 57. That the VENDEE/s shall not be permitted to use the lawns, parks and other common areas for organizing personal functions such as marriages, birthday parties etc. If any common space is provided in any building/club for organizing meetings and small functions, the same may be used by the VENDEE/s on payment of such charges as may be fixed by the FM agency (facility management) from time to time.


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Hamid 13

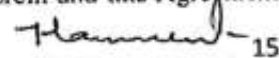
58. The VENDEE/s shall not put up any name or sign board, neon-light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the exterior facade of the Said Building or anywhere on the exterior or on common areas or on roads leading to the Said Flat / said Building.
59. The VENDEE/s may undertake minor internal alterations in their Apartment/Flat only with the prior written approval of the VENDORS/Maintenance Agency. The VENDEE/s shall not be allowed to affect any of the following changes/alterations:
- (i) Changes, which may cause any damage to the structure (columns, beams, slabs etc.) of the Said Flat or any part of adjacent units. In case damage is caused to an adjacent unit or common area, the VENDEE/s will get the same repaired failing which the cost of repair may be received from the VENDEE/s.
 - (ii) Changes that may affect the facade of the Said Flat (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint color 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.)
 - (iii) Making encroachments on the common spaces in the Said Project.
 - (iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Flat.
60. The VENDEE/s shall strictly observe following points to ensure safety, durability and long term maintenance of the building:
- (i) No changes in the internal layout of a said flat should be made without consulting a qualified structural consultant and without the written permission from the VENDORS.
 - (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
 - (iii) All the plumbing problems should be attended by a qualified or experienced plumber only in the Said Building. The Plumbing & electrical Network inside the Said Flat shall not be tampered with or modified in any case.
 - (iv) Use of acids for cleaning the toilets should be avoided.
 - (v) All the external disposal services to be maintained by periodical cleaning.
 - (vi) No alterations will be allowed in elevation, even of temporary nature.
 - (vii) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
 - (viii) The VENDEE/s shall not cover the balcony/terrace of the Said Flat by any structure, whether permanent or temporary.
 - (ix) The VENDEE/s shall make sure that all water drains in the Said Flat (whether in terraces, balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked.
 - (x) The VENDEE/s should avoid random parking of his/ her/their vehicle and use only Parking bay.
 - (xi) In case VENDEE/s rent/s out the Said Flat, he/they is/are required to submit all details of the tenant(s) to the maintenance Agency/RWA. The VENDEE/s shall be responsible for all acts or omission and commission of his/their tenant. The Maintenance Agency/RWA can object to renting out the Said Flat to the person(s) of objectionable profile.
61. Even after execution of deed or agreement, sale deed etc. in favor of the VENDEE/s, the VENDORS shall have right to make additions, raise additional stories on the building or put


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Hamid 14

- up additional structures as required under the law and the provisions have been made/is being made in the said complex and they shall be the sole property of the Vendors who shall have the absolute right to dispose-off the same in any manner they like without any interference from any Vendee and VENDEE/s hereby expressly consents to the same. The VENDORS and/or their nominee shall have the right at all times to connect the electric, water, sewerage fittings of the additional structures or stories with the existing electric, water, sewerage connections but at the Vendors' own cost. Further terrace of the building except the portion sold including the parapet walls shall always be the property of Vendors.
62. All the cost and expenses to the preparation, execution and registration of this deed, including stamp duty, registration charges and other incidental charges, Advocate's fee etc. is to the VENDEE/s' account.
63. The watch and ward security of the complex shall comprise of general security of the complex. The responsibility of providing watch and ward security service to the said complex shall be entrusted to some outsourced security agency. The FM agency will be entitled to regulate entry into the complex. The security agency may not guarantee or ensure full proof safety and security of the said complex or Vendees residing in the said complex or their belongings and properties. It is made clear and agreed by the parties herein that neither the Vendors nor the FM agency shall have any financial/criminal liability for any loss to life and property by any reason of any theft, burglary, fire or any other incident of crime/mishap/accident occurring in the said Flat/building/complex or any part or portion thereof due to any laps/failure/shortcoming on part of staff of the security agency and/or the Vendors/FM agency and house-keeping agency etc.
64. If complex due to any reason whatsoever requires major renovation or its any common assets to be replaced, the same will be done by way of proportionate contributions from all the Flat Vendors whether they are residing there or not as decided by RWA/Maintenance Agency from time to time.
65. All the provisions contained herein and the obligations arising hereunder in respect of the said Flat/building/complex shall equally be applicable and to be enforceable against any or all occupier, tenants, licensees, and/or subsequent Vendees/transferees of said flat. Whenever right, title and interest of the VENDEE/s is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this sale deed and the complex maintenance and management agreement referred to elsewhere in this sale deed and he/she/they shall be liable and answerable in all respects thereof in so far as the same may be applicable to the effect and relate to the said flat.
66. That whenever title of the said flat is transferred in any manner whatsoever, it shall be the duty of the transferor to pay the outstanding maintenance charges, electricity charges other charges if any, payable to the maintenance agency/Facility Management agency before affecting the transfer of said flat, failing which the transferee shall have to pay the outstanding dues of the maintenance agency before occupying the said flat.
67. The Said Project is situated outside the limits of Nagar Nigam, Dehra Dun and the Vendee is not violating the provisions of amended Uttarakhand Z.A. Act.
68. This Agreement and all annexure as incorporated into this deed by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Vendors, any agent, employee or representative of the Vendors or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Vendee/s or made available for the Vendee/s' viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement


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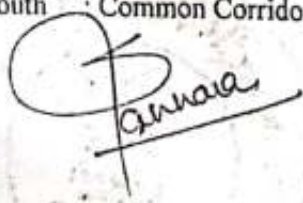
fully supersedes and replaces any previous agreements including sales brochures, models, photographs, videos, illustrations concerning the said Flat/ Premises between the parties hereto.

69. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
70. If there is more than one Vendee named in this deed, all obligations hereunder of such Vendees shall be joint and several.
71. The aforesaid Flat is situated on Sahastradhara Road (from IT Park to Chhatra) in revenue village Marotha, Distt. Dehra Dun.
72. The Flat being sold is situated more than 50 Mtrs. from Sahastradhara Road. The Flat is not situated in the Industrial Area. There is no registered agreement between the parties prior to execution of this sale deed. The area is under R-3/residential in the Master Plan as approved by MDDA. Photos of VENDEE/s and VENDORS are verified by themselves.
73. The tower of this project has been got completion certificate and the RERA registration no. of this tower is UKREP08170000004
74. The VENDEE'S has/have availed a home loan from SBI, Dehradun.
75. Super Area = 366.77 Sq. Mtrs. x Circle Rate @ Rs. 28,000/- = Rs. 1,02,69,560/-
Road loading charges 15% extra = Rs. 15,40,434/-
Total Market Value = Rs. 1,18,09,944/-
Say = Rs. 1,18,10,000/-
Total Stamp Duty on Rs. 1,18,10,000 @ 5% = Rs. 5,90,500/-

SCHEDULE OF FLAT

All that Residential Flat (4 BHK) (with one car parking Space) bearing No. B7-902 on Ninth Floor with its roof rights in Tower B7 having Super area whereof is 2911 Sq. Ft. along with terrace area 1037 Sq. Ft. total 3948 Sq.Ft. or 366.77 Sq. Mtrs. situated at PACIFIC GOLF ESTATE comprising in Khasra No.146 ka and others, Sahastradhara Road, Mauza Marotha, Pargana Parwadoon, Tehsil Sadar, Distt Dehradun, fully detailed in the plan along with undivided and impartible proportionate share in the land underneath the block and the proportionate share in the common areas and facilities of the block, along with all rights and easements whatsoever necessary for the enjoyment of the Said Flat, annexed and bounded and butted as under :-

- On the East : Common Stair & Common Lift Lobby
On the West : Common open space on ground floor
On the North : Balcony and Common Golf Course Area
On the South : Common Corridor



IN WITNESS WHEREOF THE VENDORS AND VENDEE/s HAVE EXECUTED THIS DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Name of the Vendors:- (1) M/s DOON CONTAINERS PRIVATE LIMITED a company registered under the Companies Act, 1956 through its Authorized Signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar (2) M/s DAMYANTI AGRO FOODS PRIVATE LIMITED a company registered under the Companies Act, 1956 through its Authorized Signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar (3) M/s NAINITAL TECHNOBUILD PRIVATE LIMITED a company registered under the Companies Act, 1956 through its Authorized Signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar (4) PACIFIC DEVELOPMENT CORPORATION LTD. a company duly incorporated under The Companies Act 1956 through its authorized signatory Sh. Baljeet Singh Kakkar son of Sh. Surjeet Singh Kakkar.

Left Hand fingers impression

Small Ring Middle Index Thumb

Right Hand fingers impression

Thumb Index Middle Ring Small


Signature of Vendor (s)

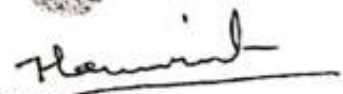
Name of the Vendee: Mr. Harinder Singh (PAN: BGQPS2418R) S/o Mr. Inder Singh R/o 54 Haryana Farms, Village Badripur, P.S. Bajpur, Distt Udham Singh Nagar, Uttarakhand.

Left Hand fingers impression

Small Ring Middle Index Thumb

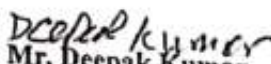
Right Hand fingers impression

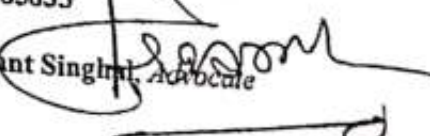
Thumb Index Middle Ring Small


Signature of Vendee

WITNESSES :-

1 Mr. Inder Singh
S/o Mr. Ranbir Singh
R/o H.No. 79/30 Mataram Bhawan
Model Town, Rohtak
Adhaar : 971181527470

2. 
Mr. Deepak Kumar
S/o Mr. Ramesh Singh
R/o Tarla Nagar,
Dehradun, Uttarakhand
Adhaar : 640345485835


Prashant Singhal, Advocate

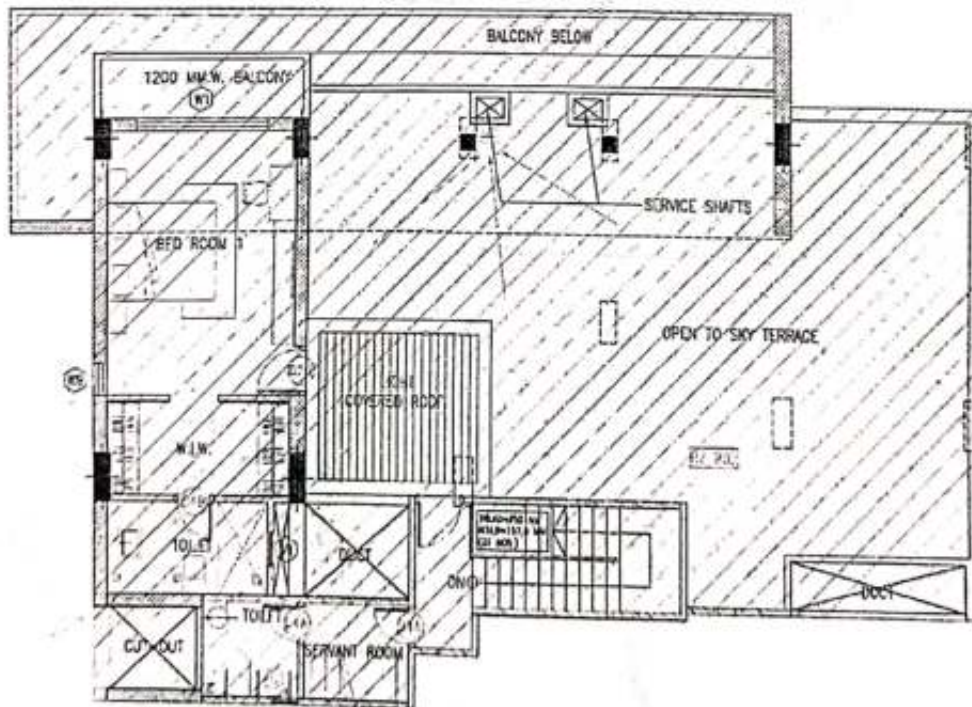
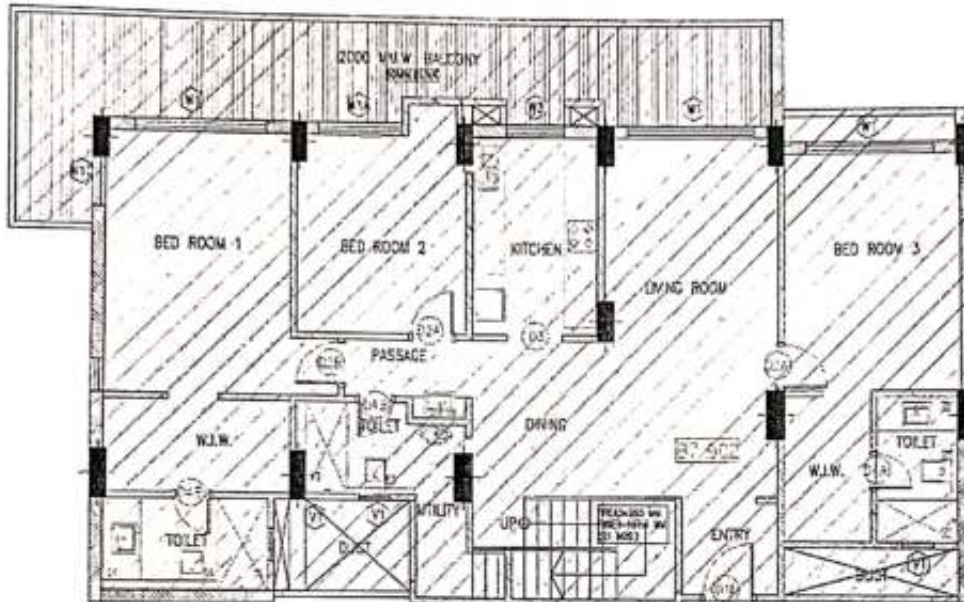
SITE PLAN OF FLAT NO. B7-902 - 8TH FLOOR PACIFIC GOLF ESTATE

SOLD BY :- PACIFIC DEVELOPMENT CORPORATION LIMITED & OTHERS

SOLD TO MR/MS **HARINDER SINGH**

SOLD AREA SHOWN HATCH

SUPER AREA 2911+1037 SQ.FT. OR 270.43+96.34 SQ.MT.



SIGN OF PURCHASER

Harinder Singh

SIGN OF SELLER

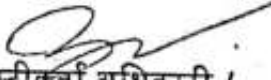
P. Ahluwalia

KEY PLAN



बही संख्या 1 जिल्द 4,158 के पृष्ठ 1 से 46 पर क्रमांक 5866

पर आज दिनांक 18 Jun 2018 को रजिस्ट्रीकरण किया गया।


रजिस्ट्रीकर्ता अधिकारी /
उप-निबंधक, देहरादून, चतुर्थ
18 Jun 2018

