

STATE BANK OF INDIA

Sl. No.

GSR/00/090241

RECEIPT

STATE BANK OF INDIA

भारतीय स्टेट बैंक

1565

महरोली रोड, गुरुगम

Branch

Code No.

Received a sum of Rs. 6,87,300/-

(Rupees Six Lacs Eighty seven thousand three hundred only)

from Smt. / Shri Sudhir Kumar etc

s/o, d/o, w/o, s/b Ram Kishpal Singh

residing at Gurgaon

STATE BANK OF INDIA

for credit to Government of Haryana

account towards Stamp Duty.

Date 19 SEP 2009

Place Gurgaon

(Signatures of Authorised Officer)

SALE DEED / CONVEYANCE DEED

Apartment No.	:	D-12-1202A (PENTHOUSE)
Village/City Name	:	Haiderpur Viran (Gurgaon)
Type of Property	:	Residential Apartment
Segment/Block Name	:	Suncity Heights
Sale Deed for (transaction value)	:	Rs. 1,01,10,500/-
Stamp Duty Paid	:	Rs. 6,87,300/-
SI. No./Date	:	GSR/001:090241/19-09-2009
Issued By	:	State Bank of India, Gurgaon
Super Area of the Apartment	:	387.86 Sq. Mtrs. (4175 Sq. Ft.)

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SI No. 090241
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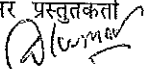
प्रलेख नः 11010

दिनांक 24/09/2009

डीड संबंधी विवरण		
डीड का नाम SALE WITH IN MC AREA		
तहसील/सब-तहसील गुडगावा	गांव/शहर साउथ सिटी	स्थित लाईसेंसड कोलोनी
भवन का विवरण		
4175 Sq. Feet	श्रेणी क	
भूमि का विवरण		
निवासीय	0.00000001 Sq. Meters	
धन संबंधी विवरण		
राशि 10,855,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 687,300.00 रुपये	
स्टाम्प की राशि 687,300.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
रुपये		

Drafted By: H.R.Khatana Adv.

यह प्रलेख आज दिनांक 24/09/2009 दिन गुरुवार समय बजे श्री/श्रीमती/कुमारी M/s. Uddar Gagan Properties Pvt. Ltd. (etc) श्री/श्रीमती/कुमारी निवासी N-49 First Floor Connaught Place New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता


उप/संयुक्त पंजीयन अधिकारी
गुडगावा

श्री M/s. Uddar Gagan Properties Pvt.Ltd. (etc) thru Dharvendra Kumar(OTHER)

उपरोक्त विक्रेता श्री/श्रीमती/कुमारी Sudhir Kumar क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.R.Khatana पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv.Gurgaon व श्री/श्रीमती/कुमारी Suresh Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी D.S.Rawat निवासी Essel Tower M.G.Road Gurgaon ने।
स्वीक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह राक्षी नः 2 की पहचान करता है।

दिनांक 24/09/2009

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

This Deed of Sale/Conveyance is executed at Gurgaon on this 24th day of September 2009 by and between **M/s Uddar Gagan Properties Pvt. Ltd., ALONGWITH M/s North Delhi Oil Seeds Plantation Pvt. Ltd., M/s Sonika Properties Pvt. Ltd., M/s Haryana Orchards Pvt. Ltd.** all having their Registered Office at N - 49, 1st Floor, Connaught Place, New Delhi - 110001, hereinafter collectively/jointly referred to as the "**VENDOR**" of the First Part [which expression shall mean and include their successors in business, legal representatives, administrators, nominees and permitted assigns etc.] through **Sh. B.K. Sharma** son of Sh. Sewa Ram Sharma, who has been authorized and empowered to execute this Conveyance Deed by the **VENDOR**, on their behalf, vide their individual board resolutions dated 9th August, 2008.

IN FAVOUR OF

- 1. MR. SUDHIR KUMAR SON OF MR. RAM KIRPAL SINGH,**
- 2. MRS. RANJANA SINGH WIFE OF MR. SUDHIR KUMAR,**
- 3. MR. RANJAN KUMAR SON OF MR. RAM KIRPAL SINGH AND**
- 4. MRS. SUJATA SINGH WIFE OF MR. RANJAN KUMAR**
ALL RESIDENT OF S-31, H. NO. 13, 14, DLF CITY, PH-III,
GURGAON

Hereinafter singly/jointly referred to as the **VENDEE(S)** of the Second Part, [which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/their respective heirs, executors, administrators, legal representatives, successors and permitted assigns].

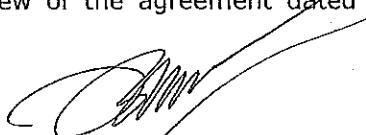
It is clarified that the use of any gender, in this deed or use of singular or plural expressions shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of the deed and the same shall be read and construed accordingly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

WHEREAS

1. The **VENDOR** along with other three associate companies namely (1) M/s Uddar Trees Growing Pvt. Ltd. having its Registered Office at N - 49, 1st Floor, Connaught Place, New Delhi - 110001 (2) M/s Sharad Farms & Holdings Pvt. Ltd. having its Registered Office at N-49, First Floor/ Connaught Place, New Delhi - 110 001 (3) M/s Dhir Constructors & Builders Pvt. Ltd. having its Registered Office at N - 49, 1st Floor, Connaught Place, New Delhi - 110001, (**hereinafter referred to as the "Associate Companies"**) had purchased lands in the revenue estate of Village- Halderpur Viran, Tehsil and District Gurgaon, Haddbast no. 76, under diverse sale deeds executed in their names and duly registered with the office of Sub-Registrar, Gurgaon, Haryana which aggregates to 109.377 acres (approx.) making the **VENDOR** and the Associate Companies jointly eligible to develop a residential colony as per the rules in force in the State of Haryana.
2. The Department of Town & Country Planning, Government of Haryana granted licenses bearing Nos. 89 to 95 all dated 3.7.1998 to the **VENDOR** and the Associate Companies for the development of 109.377 (approx.) acres of land into a residential colony.
3. The **VENDOR** and the Associate Companies entered into a Development Agreement dated 9th December, 1998 with M/s Suncity Projects Pvt. Ltd. a company incorporated and validly existing under provisions of

the Companies Act, 1956, having its Registered Office at N-49, First Floor, Connaught Place, New Delhi - 110 001 for the development of a residential colony on the land measuring 109.377 acres (approx.) under the name of "**Suncity**" (hereinafter referred to as the "**Colony**"). In terms of said Development Agreement, M/s Suncity Projects Pvt. Ltd. had agreed to develop a residential colony as permissible on the land measuring 109.377 acres (approx.) with its own finance and labour according to the plans and designs approved and sanctioned by the Department of Town & Country Planning, Government of Haryana.

4. The VENDOR subsequently purchased additional land measuring 19.625 acres (approx.) in and around village- Haiderpur Viran Tehsil & District, Gurgaon and obtained all necessary approvals, licenses and consents from all relevant authorities, including but not limited to licenses bearing Nos. 43 dated 19.11.2003, License nos. 44 to 47 all dated 27.11.2003 on the said additional land measuring 19.625 acres (approx.) from the Director, Town & Country Planning, Haryana (DTCP).
5. That in Clause 17 of the aforesaid Development Agreement dated 9th December, 1998, it was mentioned that in case the VENDOR/Associate Companies further purchase any land for the development of residential colony/ commercial complex under the same area and decide to develop the same through M/s Suncity Projects Pvt. Ltd., then it would be developed on the same terms and conditions used for development of 109.377 acres (approx.) of land.
6. That accordingly, the VENDOR entered into an Addendum Agreement dated 17th March 2004 to the main Development Agreement dated 9th December, 1998 with M/s Suncity Projects Pvt. Ltd. and submitted their 19.625 acres (approx.) land for development through M/s Suncity Projects Pvt. Ltd. on the same terms and conditions, except clause 4 of the Development Agreement dated 9th December, 1998.
7. That on 23rd March 2004, an agreement was executed between the VENDOR and M/s. Suncity Projects Pvt. Ltd. according to which land admeasuring 8.82 acres (approx.) out of abovementioned 19.625 acres (approx.), fell to the exclusive share of M/s. Uddar Gagan Properties Pvt. Ltd., as remunerative land. That, out of this remunerative land admeasuring 8.82 acres (approx.), a plot of land admeasuring 6.168 acres (approx.) falling in Khasra nos. 258, 260, 261, 262 (hereinafter referred to as the "**Plot**") was earmarked for development of a Group Housing Scheme. That the said Plot has been since approved by The Director, Town & Country Planning, Haryana, Chandigarh, for development of a Multi-storeyed Group Housing-II (hereinafter referred to as the "**Group Housing Scheme**"). The building plans for the same were approved vide BR-III Memo No. 12296 dated 25/08/2004 and the same were revised vide Memo No. 1652 dated 22/02/2005, issued in favour of M/s Uddar Gagan Properties Pvt. Ltd., which was subsequently renewed and kept legally subsisting.
8. That subsequently on 27th March, 2004, vide Addendum to the Agreement dated 17th March, 2004, executed between the VENDOR and M/s. Suncity Projects Pvt. Ltd. the above-mentioned land admeasuring 6.168 acres (approx.) was taken outside the ambit, scope and purview of the agreement dated 17th March, 2004 without any



obligation to this effect on any party and it was agreed that the VENDOR shall be free to deal with this land in any manner, as they may deem fit and proper.

9. That subsequently M/s. Uddar Gagan Properties Pvt. Ltd entered into an Agreement dated 15th June, 2004 (hereinafter referred to as the "Agreement") with M/s Suncity Projects Pvt. Ltd. to grant, convey and transfer all its rights, entitlements and interest in construction of 470110 sq. ft. of FAR (corresponding to an area of 6.168 acres (approx.)) along with proportionate undivided share in the land underneath the Group Housing Scheme unto M/s Suncity Projects Pvt. Ltd. for consideration. As 6.168 acres (approx.) land on which the said group housing is constructed belongs to the VENDOR, therefore, it became necessary to make M/s. North Delhi Oil Seeds Plantation Pvt. Ltd., M/s. Sonika Properties Pvt. Ltd., M/s. Haryana Orchards Pvt. Ltd. as Confirming Parties in the agreement dated 15th June, 2004. Accordingly, an addendum agreement dated 3rd July, 2004 was executed between M/s. Uddar Gagan Properties Pvt. Ltd., M/s. North Delhi Oil Seeds Plantation Pvt. Ltd., M/s. Sonika Properties Pvt. Ltd., M/s. Haryana Orchards Pvt. Ltd. and M/s. Suncity Projects Pvt. Ltd. according to which M/s. North Delhi Oil Seeds Plantation Pvt. Ltd., M/s. Sonika Properties Pvt. Ltd., M/s. Haryana Orchards Pvt. Ltd. became the Confirming Parties in the agreement dated 15th June, 2004.
10. That in order to smoothly facilitate the implementation of the aforesaid Agreement, the VENDOR executed the General Power of Attorney / passed the Board Resolution in favour of M/s Suncity Projects Pvt. Ltd., whereby M/s Suncity Projects Pvt. Ltd. had been nominated and constituted as its attorney/authorized representative by the VENDOR and had further been authorized to sell, transfer or deal with any part or whole of the buildings, apartments, common areas, basements etc. of the Group Housing Scheme described in preceding Para. M/s Suncity Projects Pvt. Ltd. had been further authorized to execute and get registered necessary documents of transfer, conveyance, sale and/or any other document as the attorney/authorized representative aforesaid may deem prudent to further transfer its rights in favour of intending allottee / purchaser /lessee etc.
11. The Board of Directors of M/s Suncity Projects Pvt. Ltd. have duly authorized Sh. B.K. Sharma by virtue of board resolution dated 09-08-2008 to execute the present Sale Deed/Conveyance Deed on behalf of M/s Suncity Projects Pvt. Ltd. M/s Suncity Projects Pvt. Ltd. has executed this deed through Shri B.K. Sharma aforesaid in the capacity of a CONFIRMING VENDOR, which expression shall unless repugnant to the context or meaning of this deed shall mean and include its successors, legal representatives, administrators, nominees and permitted assigns and strictly in accordance with the terms and conditions of Agreement dated 15th June, 2004 and its addendum dated 3rd July, 2004 already mentioned above. The VENDOR has admitted and acknowledged by virtue of this Sale Deed/Conveyance Deed that the Apartment Buyer's Agreement with the VENDEE(S), was validly executed by M/s Suncity Projects Pvt. Ltd. and all payments were legally realized by the said company from the VENDEE(S) in terms of Agreement dated 15th June 2004 and its addendum dated 3rd July 2004 as mentioned hereinabove.



12. The VENDOR along with CONFIRMING VENDOR are well and sufficiently entitled to the said land and the construction made therein, and no one besides the VENDOR and CONFIRMING VENDOR has any interest, right, title or claim of any kind in the said land and the construction made thereon, and the said land is free from all encumbrances and the VENDOR along with CONFIRMING VENDOR holds unimpeachable and marketable right, title and power to convey, transfer, alienate and sell the said land and/or constructions made therein in whole or in part. Accordingly, the present deed has been executed both by the VENDOR as well as CONFIRMING VENDOR to transfer and convey absolute title in respect of the property in question in favour of the VENDEE(S).
13. The CONFIRMING VENDOR and Mr. Dharam Vir son of Mr. Brij Lal resident of 2111, Sister Avenue, Naper Ville TL, 60564, USA entered into an Apartment Buyer's Agreement dated 25-12-2004 wherein the CONFIRMING VENDOR agreed to sell the residential **Apartment bearing No. 12-1202A (Penthouse) on the 12th & 13th floor in Building Block 'D'** in Group Housing Scheme named as " Suncity Heights" to the said Mr. Dharam Vir on the terms and conditions as mentioned in the said Apartment Buyer's Agreement for a sale consideration of **Rs. 1,01,10,500/- (Rupees One Crore One Lac Ten Thousand Five Hundred only) inclusive of consideration for Club and Rs. 6,00,000/- (Rupees Six Lacs only) consideration towards 3 reserved covered Car Parking Space Nos. 21, 22, & 23 in the lower basement** of the complex more specifically described in the said agreement and also in Schedule I and Annexure IV attached herewith. The Apartment has been constructed in accordance with the sanctioned plans annexed therewith.

That in consideration, the said Mr. Dharam Vir from time to time has paid a total sum of Rs. 85,45,375/- (Rupees Eighty Five Lacs Forty Five Thousand Three Hundred Seventy Five only) to the CONFIRMING VENDOR. After part payment of the aforesaid sale consideration the said Mr. Dharam Vir has made an application dated 13-10-2007 to the CONFIRMING VENDOR for the change of right to purchase Apartment bearing No. 12-1202A (Penthouse) on the 12th & 13th floor in Building Block 'D' in Group Housing Scheme named as Suncity Heights in favour of his nominee(s) Mr. Kapil Sharma son of Mr. K. N. Sharma & Mrs. Neha Sharma wife of Mr. Kapil Sharma both resident of H-131, Pilot Court, Essel Towers, M. G. Road, Gurgaon (Predecessors in interest of the VENDEE(S)).

Accordingly, the CONFIRMING VENDOR endorsed the aforesaid Apartment Buyer's Agreement in favour of the said Mr. Kapil Sharma & Mrs. Neha Sharma. In consideration, the said Mr. Kapil Sharma & Mrs. Neha Sharma from time to time has paid a total sum of Rs. 9,18,500/- (Rupees Nine Lacs Eighteen Thousand Five Hundred only) to the CONFIRMING VENDOR. After part payment of the aforesaid sale consideration the said Mr. Kapil Sharma & Mrs. Neha Sharma has made an application dated 29-02-2008 to the CONFIRMING VENDOR for the change of right to purchase Apartment bearing No. 12-1202A (Penthouse) on the 12th & 13th floor in Building Block 'D' in Group Housing Scheme named as Suncity Heights in favour of their nominee(s) Mr. Sudhir Kumar, Mrs. Ranjana Singh, Mr. Ranjan Kumar & Mrs. Sujata Singh (VENDEE(S)).



Accordingly, the CONFIRMING VENDOR endorsed the aforesaid Apartment Buyer's Agreement in favour of the said VENDEE(S). The VENDEE(S) has/have paid to the CONFIRMING VENDOR the balance sale consideration of Rs. 6,46,625/- (Rupees Six Lacs Forty Six Thousand Six Hundred Twenty Five only), and now the VENDEE(S) is the absolute owner of the Apartment bearing No. 12-1202A (Penthouse) on the 12th & 13th floor in Building Block 'D' in Group Housing Scheme named as "**SUNCITY HEIGHTS**".

14. The VENDEE(S) after having fully satisfied themselves with the title of the VENDOR and the CONFIRMING VENDOR to the abovementioned land and after having satisfied themselves about the site, ownership record of the aforesaid land and constructions made thereupon in accordance with the agreed drawings and specifications, have accordingly made full payment of the price of the Apartment and Reserved Car Parking Space, agreed upon in the Apartment Buyer's Agreement to the CONFIRMING VENDOR.
15. The VENDEE(S) has/have also paid their pro-rata share of the External Development Charges which forms a part of the sale price of the aforesaid Apartment and have further agreed to bear and pay on demand from the VENDOR/CONFIRMING VENDOR, their pro-rata share of any additional External Development Charges and / or other charges as may hereafter be levied or enhanced even with retrospective effect.
16. It is clarified that upon completion of the construction, the Super Area of the said Apartment was found to be approximately **387.86 Sq. Mtrs. (4175 Sq. Ft.)** and the VENDEE(S) has/have satisfied himself/herself/themselves about calculation of aforesaid quantum of super area and have accordingly paid entire sale consideration in respect thereof.
17. The construction of the said Building and the Complex comprising the said Apartment, located on the Sector Road, in the revenue estate of Village Haiderpur Viran, District Gurgaon, Haryana and known as "SUNCITY HEIGHTS", the VENDOR being owner of the said property and being Grantor, had submitted the said property to the provisions of the Haryana Apartment Ownership Act, 1983 vide a Deed of Declaration dated 18-09-2008 registered vide Vasika No. 14836 dated 18-09-2008 with Sub Registrar, Gurgaon as required under the provisions of the Haryana Apartment Ownership Act, 1983.
18. The parties hereto are now desirous of executing the Sale Deed/Conveyance Deed for conveying the said Apartment/unit and Reserved Car Parking Space to the VENDEE(S).

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

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

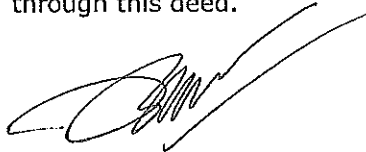
1. Definitions:

- (a) '**Apartment**' means **Flat No. 12-1202A (Penthouse) on the 12th & 13th floor in Building Block 'D'** which has been agreed to be sold vide Apartment Buyer's Agreement dated 25-12-2004



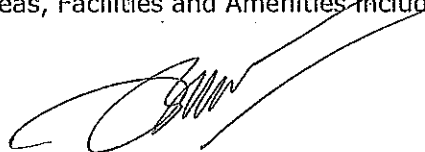
executed between the CONFIRMING VENDOR and VENDEE(S) and which is being conveyed and sold vide the present Sale Deed/Conveyance Deed.

- (b) **'Apartment Buyer's Agreement'** means Apartment Buyer's Agreement Dated 25-12-2004 executed between the CONFIRMING VENDOR and VENDEE(S).
- (c) **'Club'** means Community Building comprising of Gymnasium, Billiards, Squash Court, Banquet, Health Club with Jacuzzi & Massage, Ladies and Gents Toilet on the Lower Ground Floor, Lounge, Banquet, Store, Office, Kitchen, Card Room, Ladies Toilet, Gents Toilet on the Upper Ground Floor and Swimming Pool with Filtration Plant and Change Rooms in the open for the common use of the Suncity Heights Apartment owners in the aforesaid Complex.
- (d) **'Common Area & Facilities'** means the common area and facilities for use of the VENDEE(S) within the said Building and specifically described in **Annexure II** and the general common areas and facilities for use of all VENDEE(S) of all the buildings within the Complex and which is specifically described in **Annexure III** attached herewith.
- (e) **'Complex'** means SUNCITY HEIGHTS, a Group Housing Scheme being developed by the VENDOR and the CONFIRMING VENDOR on Sector Road in the revenue estate of Village-Haiderpur Viran, District Gurgaon, Haryana on an area of 6.168 (approx.) acres for which license is granted or any other areas which may form part of Complex "SUNCITY HEIGHTS" by virtue of extension of license or otherwise.
- (f) **'Deed of Declaration'** means Deed of Declaration dated 18-09-2008 registered vide Vasika No. 14836 dated 18-09-2008 with Sub Registrar, Gurgaon as required under the provisions of the Haryana Apartment Ownership Act, 1983.
- (g) **'EDC'** means External Development Charges paid or payable to the Government of Haryana under laws and the terms of the license.
- (h) **'License'** means License no. 43 dated 19.11.2003, licence nos. 44 to 47 all dated 27.11.2003 granted by Director, Town & Country Planning, Government of Haryana, Chandigarh for development of a Multi-storeyed Group Housing Colony on part of the land measuring 6.168 acres (approx.) out of the total land of 19.625 acres covered under License no. 43 dated 19.11.2003, license nos. 44 to 47 all dated 27.11.2003 in the name of the VENDOR or as may be extended to any other areas.
- (i) **'Reserved Car Parking Space'** means **reserved covered Car Parking space Nos. 21, 22, & 23 in the lower basement** of the Complex where the said Apartment is situated and exclusively meant for said Apartment which is being sold through this deed.



- (j) **'Sale Consideration'** means **Rs. 1,01,10,500/- (Rupees One Crore One Lac Ten Thousand Five Hundred only) inclusive of consideration for Club and Rs. 6,00,000/- (Rupees Six Lacs only) consideration towards 3 reserved covered Car Parking Space Nos. 21, 22, & 23 in the lower basement** of the complex which has been paid by the VENDEE(S) to the CONFIRMING VENDOR.
- (k) **'Super Area'** as defined in **Annexure I** attached herewith.
- (l) **'The said Building'** means **Building Block 'D'** in the Group Housing Scheme named "Suncity Heights" in which the Apartment being sold and conveyed is situated.
- (m) **'Unit'** means and includes the Apartment along with share in the common area and the proportionate share in the land underneath.
- (n) **'VENDORS'** means and includes collectively and severally 'VENDOR' as mentioned in heading of this deed and 'CONFIRMING VENDOR' as mentioned in Para No. 11 of this deed.
- (o) **'Annexures'**
- Annexure I Definition of Super Area
 - Annexure II Common Areas & Amenities within the said Building
 - Annexure III Common Areas & Amenities within the Complex
 - Annexure IV Parking Layout Plan
 - Annexure V Lands, Areas, Facilities & Amenities excluded from the scope of this Sale Deed/Conveyance Deed
 - Annexure VI Do's and Don'ts in using the said Apartment

2. That, in consideration of the sale price of **Rs. 1,01,10,500/- (Rupees One Crore One Lac Ten Thousand Five Hundred only) inclusive of consideration for Club and Rs. 6,00,000/- (Rupees Six Lacs only) consideration towards 3 reserved covered Car Parking Space Nos. 21, 22, & 23 in the lower basement** of the complex specified herein above, paid by the VENDEE(S) and received by the CONFIRMING VENDOR, the receipt whereof the VENDORS do hereby admit and acknowledge, the VENDORS do hereby sell, grant, convey and transfer unto the VENDEE(S) all its rights, title and interest in the said Apartment to the vendee i.e. **Apartment bearing No. 12-1202A (Penthouse) on the 12th & 13th floor in Building Block 'D' in Group Housing Scheme named Suncity Heights having a super area of 387.86 Sq. Mtrs. (4175 Sq. Ft.) or thereabout (more specifically described in Schedule I attached with this Sale Deed/Conveyance Deed) & reserved covered Car Parking space Nos. 21, 22, & 23 in the lower basement** of the complex (more specifically described in **Annexure IV** attached with this Sale Deed/Conveyance Deed) along with undivided and impartible proportionate share in the land underneath the said Building in which the said Apartment is situated together with right to use all Common Areas, Facilities and Amenities including Club.



3. That the VENDORS are well and sufficiently entitled to the said Apartment and no one besides the VENDORS has any claim, right or interest in the said Apartment and the said Apartment as on date hereof is free from all encumbrances, charges and liens and the VENDORS hold clear and marketable right to convey, transfer, alienate and sell the said Apartment. The VENDORS do hereby covenant with the VENDEE (S) that the absolute interest, which they profess to transfer subsists and they have good title and absolute authority to grant, convey, transfer and assure the conveyance of the said Apartment hereby granted, conveyed, transferred and assured and that it shall be lawful for the VENDEE(S) for all times to come hereinafter to enter into and upon the said Apartment and hold and enjoy the same and every part of it with every right whatsoever without any interruption, disturbance, claim or demand from the VENDORS, but subject to the terms, conditions, stipulations and restrictions contained in this document of conveyance and the declaration and that the VENDORS shall, from time to time and at all times hereafter, upon every reasonable request and at the cost of the VENDEE(S) make, acknowledge, execute and perfect with proper dispatch, all such further and other lawful and reasonable acts, deeds, matters and things whatsoever necessary for further or more perfectly assuring the said Apartment unto the VENDEE(S) in the manner aforesaid and that hereafter if any person, in any manner claims any interest or right of ownership in the said Apartment or any part thereof, the VENDORS shall indemnify the VENDEE(S) against any such claims and this Sale/Conveyance Deed is executed in all its entirety for the said Apartment of which they have received all and full consideration of the sale price. The sale price of the said Apartment has been calculated on the basis of its Super Area, which comprises of covered area, pro-rata share of common area along with the undivided pro-rata share in the land underneath the said Building with facilities in the said Building.
4. That the VENDEE (S) shall be entitled to an undivided interest in the Common Areas and Facilities within the said Building only in the manner expressed in the declaration filed as per Haryana Apartment Ownership Act and such manner also reflects the limited and restricted common areas in the said Building. The said general / common areas earmarked for common use of all occupants in the said Building and the commonly used areas and facilities within the said Complex which are outside the respective walls of the said Building, shall not include the exclusively Reserved Car Parking Spaces individually allotted to the respective occupants for use. The VENDEE(S) shall not keep any material in the common areas such as landings, staircases, the open terrace, the vacant places of the said building and the passage leading to the building from the road. Moreover, VENDEE(S) will not put up any posters or advertisement boards on the part of the building belonging to them respectively. The said undivided proportionate share of land underneath the said Building shall be calculated in the ratio of Super Area of the said Apartment to the total super areas of all the Apartments within the said Building. The VENDEE (S) shall have no right, title or interest of any kind whatsoever on any other land(s) except to the extent of using only such general commonly used areas and facilities within the said Complex which may be within or outside the land underneath the said Building earmarked as commonly used areas by all the occupants of all the buildings constructed on the said plot of land limited to and precisely listed in **Annexure II and III**,



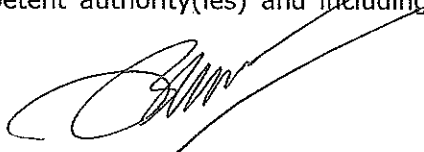
subject however to the timely payment of maintenance charges by the VENDEE(S).

5. That the Common Areas and Facilities, appurtenant to the said Apartment, within the meaning and scope of the provisions of the Haryana Apartment Ownership Act, 1983 and the Rules made there under as amended from time to time and all matters concerning with the provisions of the said Act and / or the Rules, as the case may be, shall be those as specifically provided in the above referred Deed of Declaration. The Common Areas and Facilities and the undivided interest of each Apartment / unit owner in the Common Areas and the Facilities as specified in the declaration shall be conclusive and binding upon the VENDEE(S) and the VENDEE(S) agrée(s) and confirm(s) that his / her / their right, title and interest in the said Apartment / said Building / unit in the said Complex shall be limited to and governed by what is specified by the VENDORS in the said declaration. The VENDEE(S) undertakes to file a Deed of Apartment as per the Haryana Apartment Ownership Act, 1983 with the Sub-Registrar, Gurgaon.
6. That it is clarified to the VENDEE(S) that the CONFIRMING VENDOR has calculated the total price payable for the said Apartment / unit on the basis of its Super Area.
7. The VENDORS make it abundantly clear to the VENDEE (S) that the VENDEE (S) shall be entitled to the ownership rights and rights of usage only in accordance with this Sale Deed/Conveyance Deed.
8. That the VENDEE (S) shall have undivided proportionate share in the Common Areas and Facilities within the said Building (as listed in Annexure II). As the share of the VENDEE (S) in the Common Areas and Facilities is undivided and cannot be separated, the VENDEE(S) is / are and shall be obliged to use the Common Areas and Facilities within the said Building only (as listed in Annexure II) harmoniously along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. Further, it is clearly understood and agreed by the VENDEE (S) that even if the Common Areas and Facilities within the said Building only (as listed in Annexure II) are included in the computation of Super Area, the right of the VENDEE(S) to use the Common Areas and Facilities within the said Building only (as listed in Annexure II) shall always be subject to timely payment of maintenance charge. It is further made abundantly clear that the VENDEE(S) shall not be entitled to undivided proportionate share in any other Common Areas and Facilities except the common areas and facilities within the said Building only as listed in Annexure II.
9. That as mentioned above, the VENDEE(S) shall have proportionate right, title and interest in land underneath the said Building only (i.e. the land which is the foot print of the building in which the said Apartment is situated). However, this does not form part of computation of Super Area for which price has been charged.
10. That the VENDEE(S) has/have also booked **reserved covered Car Parking space Nos. 21, 22, & 23 in the lower basement** of complex named Suncity Heights [hereinafter referred to as Reserved Car Parking Space in order to use the Reserved Car Parking Space only for the purpose of parking car / jeep / scooter or any other light motor vehicle with the condition not to use the Reserved Car Parking Space



for any purpose other than parking of such above mentioned vehicles and to use the said Reserved Car Parking Space together with the Apartment / unit and not independent or detached from the Apartment. The VENDEE(S) has/have agreed that the Reserved Car Parking Space herein conveyed to the VENDEE(S) shall be used together with the Apartment and not as an independent unit and the VENDEE(S) undertake not to sell, transfer, deal with Reserved Car Parking Space independent of the said Apartment.

11. That in the event of any misuse of the Reserved Car Parking Space or in the event of any breach of the terms and conditions of the present Sale Deed/Conveyance Deed, the VENDORS or the Association of the Apartment Owners, after the Complex has been handed over to it, will have the liberty to cancel the allotment of the Reserved Car Parking Space.
12. That the VENDEE(S) shall use the said Apartment for residential purposes only or for such use as may be permissible under law. If the VENDEE(S) use(s) or permit(s) the use of the said Apartment for any purpose contrary to the permissible use, then in that event, the VENDORS and / or the Association of the Apartment Owners shall be entitled to take action in accordance with law including but not limited to preventing VENDEE(s) and persons claiming through them from enjoying common areas and facilities and securing orders for sealing of the premises subject matter of this Deed.
13. That the VENDEE(S) shall not to use the said Apartment or permit the same to be used for purposes other than residential purpose or for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Apartment adjacent to his Apartment or in any manner interfere with the passage or amenities available for common use.
14. That all other land(s), areas, facilities and amenities including those in **Annexure V** are specifically excluded from the scope of the Sale Deed/Conveyance Deed and the VENDEE(S) shall not be entitled to any ownership rights, rights of usage, title or interest, etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities. Such land(s), areas, facilities and amenities have not been included in the scope of the Sale Deed/Conveyance Deed or in the computation of the Super Area for calculating the sale price and, therefore, the VENDEE(S) has / have not paid any money for use or ownership in respect of such land(s), areas, facilities and amenities and the ownership of such land(s), areas, facilities and amenities vest solely with the VENDORS and their associate companies, their subsidiary companies and their usage, manner / method of use, disposal, etc. shall be at the sole discretion of the VENDORS and their associate companies / subsidiary companies.
15. All land(s) except the general commonly used areas and facilities within the said Complex earmarked for common use, limited to and precisely listed in **Annexure III** falling outside the land underneath the said Building in which the said Apartment is located, including but not limited to those as listed in **Annexure III** any other facility or amenity as provided at the sole option and sole discretion of the VENDORS or as may be provided in accordance with the directions of any competent authority(ies) and including but not limited to shops,



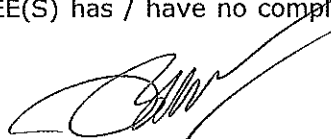
facilities, amenities, etc., are specifically excluded from the scope of this Sale Deed/Conveyance Deed and the VENDEE(S) shall have no ownership rights, no right of usage, no title, no interest or no claim whatsoever in such land(s), areas, facilities and amenities. These areas, facilities and amenities areas are specifically excluded from the scope of this Sale Deed/Conveyance Deed and are not included in the computation of Super Area in any manner and the VENDEE(S) has / have not paid any money to the VENDORS and shall not, at a later date, after execution of this Sale Deed/Conveyance Deed, raise any claim or create any dispute in respect of such land(s) areas, facilities and amenities.

16. All land(s) other than usage of land(s) earmarked in the layout plan as may be approved from time to time as public roads and public parks only for use of the general public falling outside the periphery / boundary of the said Complex land and the same are clearly outside the scope of the Sale Deed/Conveyance Deed and the VENDEE(S) has/have no ownership rights, no rights of use, no title or no interest of any kind or manner whatsoever in such land falling outside the periphery / boundary of the Complex land. The VENDORS as the owner of some of these land(s), areas, facilities and amenities shall have the sole right and absolute authority to deal in any manner including, but not limited to the creation of further rights in favour of any other party, by way of sale, transfer, lease or any other mode, which the VENDORS may deem fit in their sole discretion.
17. The VENDEE (S) without the prior consent of VENDORS shall not make any additions, alterations or modifications of whatsoever nature in the said Apartment, failing which the VENDORS shall have the absolute right and authority to take the possession of the said Apartment. The VENDEE (S) shall not do or suffer anything to be done in or about the said Apartment which may tend to cause damage to any flooring or ceiling or any Apartment over, below or adjacent to the said Apartment / Unit or in any manner interfere with the use thereof or of spaces, passages, amenities available for common use. The VENDEE (S) hereby agrees to indemnify the VENDORS against any penal action, damages, or loss due to misuse for which the VENDEE(S) shall be solely responsible.
18. That the VENDEE(S) shall keep the said Apartment / unit, the walls and partitions, sewers, drains, pipes and appurtenances thereto belonging, in good tenable repair state or condition and in particular so as to support, shelter and protect the parts of the said Building(s) and shall not make additions, alterations or modifications in the Apartment, which is not permissible under the Building Bye-Laws of the local authorities and / or guidelines issued by any other competent authority and shall abide by all laws, bye-laws, rules and regulations of the Government, Local / Municipal Authorities and / or any other authorities and local bodies and shall attend answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, by-laws or rules and regulations. The VENDEE(S) shall not change the outer elevation of the said Building and / or Apartment and shall maintain it in the same colour as has been originally done in the said Building and outside the said Building.
19. That the VENDEE(S) shall not make any additions or alterations, changes within the said Apartment / unit without the written approval



of the VENDORS and till such time the said Building is handed over to the Association of the Apartment Owners. The VENDEE(S) shall observe the do's and don'ts in using the Apartment, building and the said Complex, a list of which is annexed herewith as **Annexure VI**, as amended from time to time by the VENDORS and thereafter by the Association of the Apartment Owners. To keep a uniform look of the building and to avoid any damage or harm or injury to any other Apartment owner, none of the Apartment owners shall use the outside balconies for the purpose of storage or keep anything, which is likely to fall and cause injury to others.

20. That the VENDORS have taken all due precautions and have provided safety measures during the construction of the said Building keeping in view the fire safety measures, earth quake resistant measures and have also obtained certificates from the Fire Department and Structural Engineers to this effect. The VENDEE (S) has/have satisfied himself /herself/themselves about the precautions and measures adopted by the VENDORS and agree that in the event of any unexpected natural calamity, the VENDORS shall not be held responsible in any manner.
21. That the VENDEE(S) has/have understood and the VENDORS clarify that the common areas, facilities and amenities within the said Building as mentioned in **Annexure II** are for common use of all the occupants of the said Building and that the general commonly used areas and facilities within the said Complex which are outside the land underneath the said Building as mentioned in **Annexure III** are for common use of occupants of all the buildings constructed in the said Complex and the VENDEE(S) right to use such Common Areas and Facilities within the said Building (as listed in **Annexure II**) and general commonly used areas and facilities (as listed in **Annexure III**) falling outside the land underneath the said Building (excluding Reserved Car Parking Space for exclusive use) but within the said Complex shall be limited to the areas within the said Complex as may be included in the declaration filed by the VENDORS in terms of the Haryana Apartment Ownership Act, 1983 or any other amendment(s) or statutory modification(s) or re-enactments thereof or under the provisions of any other applicable law(s) and the VENDEE(S) shall be bound by such declaration.
22. The VENDEE(S) undertake to join Association / Society of the Apartment Owners as may be formed by the VENDEE(S) on behalf of the Apartment owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the VENDORS for the purpose. The VENDEE(S) undertakes to sign an application for enrolling as a member of the Association as and when required by the Association / Society of the Apartment Owners or the VENDORS.
23. That the possession of the said Apartment / Unit has been handed over to the VENDEE(S) and the VENDEE(S) hereby confirm(s) taking over possession of the said Apartment / Unit from the CONFIRMING VENDOR after satisfying himself / herself / themselves that the construction as also the various installations like electrification work, sanitary fittings, water and sewage connection, etc. have been made and provided in accordance with the drawings, designs and specifications and are in good order and condition and that the VENDEE(S) has / have no complaint or claim in respect of the area of



the said Apartment / Unit, any item of work, material, quality of work, installation, etc., therein.

24. That the VENDEE(S) shall have no objection or make any claim to the VENDORS reserving the right to give on lease or hire any part of the top roof / terrace on / above the top floor, (excluding exclusive terraces forming a part of Pent House) of any of the buildings in the Complex for installation and operation of antenna, satellite dishes, communication towers or any other equipment. That the VENDEE(S) shall not be permitted to use the Basement and service areas in any manner whatsoever and the same shall be reserved for use by the VENDORS or the maintenance Agency and its employees for rendering maintenance services. The basements and service areas, if any, as may be located within the said Building / said Complex shall be earmarked by the VENDORS to house services including but not limited to Electric Sub-Station, Transformers, DG sets room, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments, etc. The VENDEE(S) shall not install wiring for electrical or telephone installation, television antenna, machineries or air-conditioning units etc., on the exterior parts of the said apartment or in common areas without the consent of the VENDORS.
25. That the VENDEE(S) shall be liable to pay to the CONFIRMING VENDOR or to agency/company nominated by it charges, 1.2 times of the actual costs as may be determined by the CONFIRMING VENDOR for maintaining various services and facilities in the Complex where the said Apartment is situated until the same are handed over to a local body or association of apartment owners for maintenance. All such charges shall be payable and be paid by the VENDEE(S) to the CONFIRMING VENDOR periodically as and when demanded by the CONFIRMING VENDOR. The share so determined by the CONFIRMING VENDOR shall be final and binding on the VENDEE(S). It is clarified that presently the work of maintenance services in Complex is being carried out by Suncity Maintenance Private Limited to render maintenance services, and bill the residents and collect payments thereof and the VENDEE(S) hereby agree(s) to promptly pay the bills raised by Suncity Maintenance Private Limited
26. That till such time the maintenance of the said Complex is handed over to the Association of the Apartment Owners as per the provisions of the Haryana Apartment Ownership Act, 1983 and in order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures, the VENDORS have handed over maintenance of the said Complex to Suncity Maintenance Private Limited (hereinafter referred to as the "**Maintenance Agency**") which shall be solely responsible for providing maintenance services to the said Complex including redistribution of electricity in terms of the permission to be granted by the competent authority(ies), to raise bills directly on the VENDEE(S) and collect payments thereof and provide uninterrupted maintenance services. The VENDEE(S) hereby agree(s), if so desired by the Maintenance Agency at its sole discretion, to execute Tripartite Maintenance Agreement with the Maintenance Agency and the VENDEE(S) undertake(s) to abide by the terms and conditions of the Tripartite Maintenance Agreement. The VENDEE(S) hereby undertakes to execute all such Agreements as may be desired by the Maintenance Agency at its sole discretion even though none of



the VENDORS may be called to join in the execution of such Agreements. The VENDEE(S) undertake(s) to pay promptly without any reminders all bills and charges as may be raised by the Maintenance Agency from time to time. The VENDEE(S) has / have assured the CONFIRMING VENDOR and the Maintenance Agency that the VENDEE(S) shall not withhold, refuse, or delay the payment of maintenance bills raised by the Maintenance Agency in the event of non-execution of Tripartite Maintenance Agreement or for any other reason whatsoever. The CONFIRMING VENDOR reserves its right to hand over the maintenance services to any other nominee or other body or Association of the Apartment Owners as it may in its sole discretion decide. It is specifically agreed by the VENDEE(S) that the VENDEE(S) shall be entitled to use the maintenance services including the supply of electricity subject to timely payment of total maintenance charges and if the VENDEE(S) fail to pay the total maintenance charges, then the VENDEE(S) agree(s) that the VENDEE(S) shall not be entitled to use the maintenance services including lifts, water, electricity etc. Maintenance Agency is providing the supply of electricity as an integral part of total maintenance services and not as a separate function.

27. That the VENDEE(S) shall be liable to pay regularly on demand to the CONFIRMING VENDOR or its nominee or Maintenance Agency appointed by the CONFIRMING VENDOR or the Association of the Apartment Owners, the following charges:-

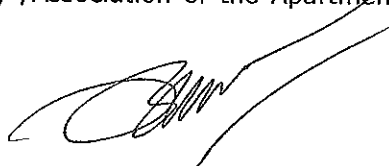
- (a) Open Area Maintenance Charges: These charges relate to maintenance of open space within the boundary wall of the building(s) such as maintenance of compound wall, landscaping, electrification, water supply, tube well, sewage, roads and paths and other services within the boundary wall, but outside the building.
- (b) Common Areas Maintenance Charges: These charges relate to maintenance of common areas, lifts, fire equipment and other services inside the building.
- (c) Maintenance Charges of Basement and Common Services areas as may be located within the said Building / said Complex: These charges shall, inter alia, relate to maintenance of Basement, electric generator, electric sub-station, pumps, fire rooms and other services in the said Building / said Complex.
- (d) Cost of Security Services for the Township as well as for the said Building, if provided therefore.
- (e) Energy: Relate to supply of energy to the premises occupied by the VENDEE(S)
- (f) Subscription Fee/Charges: These fee/charges relate to maintenance of the Club meant exclusively for the Apartment owners of Suncity Heights & the facilities provided therein.

28. The total Maintenance Charges will be fixed by the CONFIRMING VENDOR, Maintenance Agency, other body or Association of the Apartment Owners on the basis of the maintenance costs; however, the liability on the VENDEE(S) for payment of such charges shall be at



1.2 times of the actual costs. The decision of the CONFIRMING VENDOR or maintenance Agency or the Body or Association in respect of the cost of maintenance will be final and binding on the Association of the Apartment Owners. These charges will be paid at monthly / quarterly / half yearly intervals as decided by the CONFIRMING VENDOR or Maintenance Agency or Association of the Apartment Owners or other body as and when the maintenance services are transferred to the said Maintenance Agency, other bodies, or Association of the Apartment Owners as the case may be. The Maintenance Charges so paid shall include, inter alia, the following and the VENDEE(S) shall also pay for (a) insurance (b) all other rates, taxes, levies, impositions and outgoings that may from time to time be levied against the land and / or building(s) including water charges; (c) outgoing for the maintenance and management of the said Building, the lifts, common lights and other outgoings such as collection charges, charges for watchmen, sweepers and maintenance of accounts, incurred in connection with the Apartment and (d) levy for replacement of the machinery and equipment including, but not limited to electric sub-station and H.T / L.T. electricity equipments, panels, DG sets, and allied systems, security and surveillance systems, fire alarm and fire fighting systems, water filtration and hydro pneumatic systems, Air conditioning plant, swimming pool plant and equipment, gym and other recreational health club equipments, intercom network, etc., installed and used for common use of all Apartment Owners like lifts, pumping sets, water tank, electric cables, etc. The VENDEE(S) has / have already deposited with the CONFIRMING VENDOR a sum of Rs. 50/- per sq. ft. of Super Area towards interest free maintenance security at the time of execution of this Deed to secure VENDEE(S) performance in timely payment of the aforesaid expenses and outgoings. The VENDEE(S) hereby unconditionally authorize(s) the CONFIRMING VENDOR to appropriate the interest free security towards non-payment of maintenance bills by the VENDEE(S) and the VENDEE(S) hereby undertake(s) to make good the shortfall in the interest free Maintenance Security resulting from such appropriation immediately on demand made by the CONFIRMING VENDOR to the Maintenance Agency.

29. The VENDEE(S) shall permit the CONFIRMING VENDOR / Maintenance Agency / Association of the Apartment Owners, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs which the VENDEE(S) has / have failed to make good in spite of service of one month notice in writing by the CONFIRMING VENDOR / Maintenance Agency / Association of the Apartment Owners in this regard and also for repairing of any part of the building(s) and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, wires, parts, structures of the conveniences belonging to or serving or used for the said Building and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case VENDEE(S) failed to effect repairs despite dispatch of notice of one month contemplated above and the CONFIRMING VENDOR/Maintenance Agency /Association of the Apartment Owners is / are constrained to



effect repairs at its / their cost, in that event such cost shall be recovered from the VENDEE(S).

30. The VENDEE(S) shall be liable to pay to the VENDOR/ CONFIRMING VENDOR /Maintenance Agency / Association of the Apartment Owners, as the case may be the proportionate expenses incurred for carrying out any repairs to the said building/complex including the said apartment for painting or whitewashing the outside walls including expenses for repairs to the water, electricity and drainage connections and amenities and which repairs will be of a nature common to or for the benefit or advantage of the whole building and for the maintenance and upkeep of the said whole building.
31. That in case the Plant and machinery within the said Complex / said Building as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant / equipment of capital nature, etc., require replacement, up gradation, additions, etc., the cost thereof shall be contributed by the VENDEE(S) in the said Building on pro-rata basis (i.e. in proportion to the super area of the said Apartment to the total super area of all the Apartments in the said Building / said Complex, as the case may be). The CONFIRMING VENDOR or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions, etc., including its timings or cost thereof.
32. That the VENDEE(S) agree(s) to pay directly or if paid by the VENDOR or CONFIRMING VENDOR, then reimburse to them on demand Government rates, all government charges, taxes, or cesses, Wealth Tax (if applicable) taxes , of all and any kind by whatever name called, whether levied or leviable now or in future on the said site and / or building(s) constructed on the said site or the said Apartment, as the case may be assessable / applicable and the same shall be borne and paid by the VENDEE(S) in proportion to the Super Area of the said Apartment to the Super Area of all the Apartments in the said Building / said Complex. Further the VENDEE(S) shall be liable to pay house-tax / property tax, fire fighting tax or any other fee or cess as and when levied by a Local Body or Authority and so long as the said Apartment of the VENDEE(S) is not separately assessed to such Taxes, Fees, cess, the same shall be paid by the VENDEE(S) in proportion to the Super Area of the said Apartment to the total super area of all the Apartments in the said Building / said Complex as determined by the VENDORS and in default by the VENDEE(S) in making such payment within such time, all the demands due including the penalties thereon shall constitute a lien on the VENDEE(S)' Apartment. In the event of any increase in such charges whether prospective or retrospective whether before or after the execution of this Deed, these charges shall be treated, as unpaid sale price of the Residential apartment and the VENDORS shall be entitled to recover the same from the VENDEE(S). The VENDEE(S) shall indemnify and keep indemnified the VENDOR or CONFIRMING VENDOR against above mentioned liabilities as mentioned in this clause.
33. The VENDEE(S) agree(s) that the VENDORS shall have the right to make additions, raise storeys or put up additional structures on the terrace of the said Building as may be permitted by the Competent Authorities and such additional structures and storeys shall be the sole property of the VENDORS who shall be entitled to dispose off the same



in any way they choose without any interference by the VENDEE(S) by themselves or with one or more of the rest of the Apartment Owners and the VENDEE(S) covenants to the same. The VENDORS shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures / storeys with the existing electric, water, sanitary and drainage sources but at their cost. The VENDEE(S) hereby give(s) consent to the same and agree(s) that the VENDEE(S) shall not raise any objection or claim any reduction in price of the said property or ask for any account or compensation or damages on the ground of inconvenience or withhold, refuse or delay the payment of maintenance bills or on any other ground. However, the VENDORS shall take all precaution not to cause any inconvenience to the VENDEE(S) and shall not prejudice the interest or the rights of the VENDEE(S) conferred upon him / her / them under this Sale Deed/Conveyance Deed.

34. The VENDEE(S) shall have no objection to the VENDORS making any alterations, additions, improvements or repairs whether structural or non-structural interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments within the said Building. However, the VENDORS should take all precaution not to cause any inconvenience to the VENDEE(S) and shall not prejudice the interest or the rights of the VENDEE(S) conferred upon him / her / them under this Sale Deed/Conveyance Deed.
35. That the VENDEE(S) shall have no right, title or interest in any form or manner in the land earmarked for shops, commercial premises, club / community centre and the buildings constructed thereon and facilities provided therein. The VENDEE(S) will have no right or claim to the said land on which the said building stands or any part thereof and in the event of the complete destruction of the building by fire or earthquake or any other calamity, the Vendee(s) will have no right or claim thereto.
36. That the VENDEE(S) henceforth shall have absolute right to deal with the said Apartment in any manner including sale, transfer, gift, lease, rent or mortgage the same, without any further permission or consent of the VENDORS or any anyone claiming through VENDORS. However, such sale, lease, mortgage, transfer, etc. shall be subject to the terms and conditions contained in the present Sale Deed/Conveyance Deed. Further, the transferee or buyer shall be entitled to become a member of the Association of the Apartment Owners in place of the VENDEE(S) and shall be entitled to all the benefits and rights and be subject to all the obligations and duties as the present VENDEE(S) by virtue of the rights and duties conferred upon the VENDEE(S) under this Sale Deed/Conveyance Deed.
37. The VENDEE(S) has / have borne all expenses for the completion of this Deed including cost of stamp duty, registration and other incidental charges. This Sale Deed/Conveyance Deed in respect of the transaction involved herein, is valued for purposes of stamp duty at **Rs. 1,14,55,000/- (Rupees One Crore Fourteen Lacs Fifty Five Thousand only)** in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty as may be determined by the Sub-Registrar / Concerned Authority along with consequent penalties / deficiencies as may be levied in respect of the said Apartment & Reserved Car Parking Space conveyed by this Deed shall be borne by



the VENDEE(S) exclusively and the VENDORS accept no responsibility in this regard.

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

All the terms and conditions of the Apartment Buyer's Agreement **dated 25-12-2004** signed by the VENDEE(S) shall be deemed to have been incorporated in this Deed and shall continue to be binding save and except those of the terms and conditions contained in this Deed in which case the terms and conditions of this Deed shall prevail.

39. If any provisions of this Sale Deed/Conveyance Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as are reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.

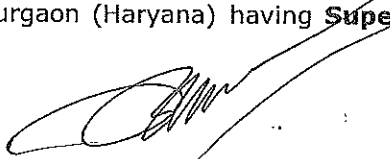
40. That failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a WAIVER of any provisions or of the right thereafter to enforce each and every provision.

41. The VENDEE(S) agree(s) and confirm(s) that all the obligations arising under this Deed in respect of the said Apartment / said Building / said Complex / said plot of land shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and / or subsequent purchasers of the said Apartment as the said obligations go with the said Apartment for all intents and purposes and the VENDEE(S) assure(s) the VENDORS that the VENDEE(S) shall take sufficient steps to ensure the performance in this regard.

42. The VENDEE(S) has / have undertaken and doth hereby undertake that henceforth the VENDEE(S) shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the Competent Authority; and the VENDEE(S) undertakes to indemnify the VENDORS for any liability or penalty in that behalf. The terms and conditions mentioned herein will be binding on the VENDORS, the VENDEE(S) and their respective legal representatives and assigns.

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

44. All the rights, title and interest of the VENDORS into and upon the **Apartment No. D-12-1202A (Penthouse)** below the Apartment constructed on plot of land earmarked for Multi-storeyed Group Housing Colony measuring about 6.168 acres (approx.) in the residential colony known as Suncity at Village Haiderpur Viran, Gurgaon (Haryana) having **Super Area of 387.86 Sq. Mtrs. (4175**



Sq. Ft.) or thereabout in the plan annexed hereto and bounded as under:

At or towards the East : Apt No. D-12-1201A (Penthouse)
At or towards the West : Tower 'E'
At or towards the North : Central Courtyard
At or towards the South : Building Setback

This Sale Deed/Conveyance Deed is being presented for registration at Sub Registrar Office, Gurgaon by Mr. Dharvendra Kumar resident of Gurgaon authorized vide Board Resolution dated 09-08-2008.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS SALE DEED/CONVEYANCE DEED AT GURGAON ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1.

For (1) Uddar Gagan Properties Pvt. Ltd.

(2) North Delhi Oil Seeds Plantation Pvt. Ltd.

(3) Sonika Properties Pvt. Ltd. and

(4) Haryana Orchards-Pvt. Ltd.

HEM RAM KATANA
GURGAON

Authorized Signatory

VENDOR

Suresh Singh
S/o D.S. Racoat
Essel Tower
M.S. Road
(S.C.N)

For Suncity Projects Pvt. Ltd.

Authorized Signatory

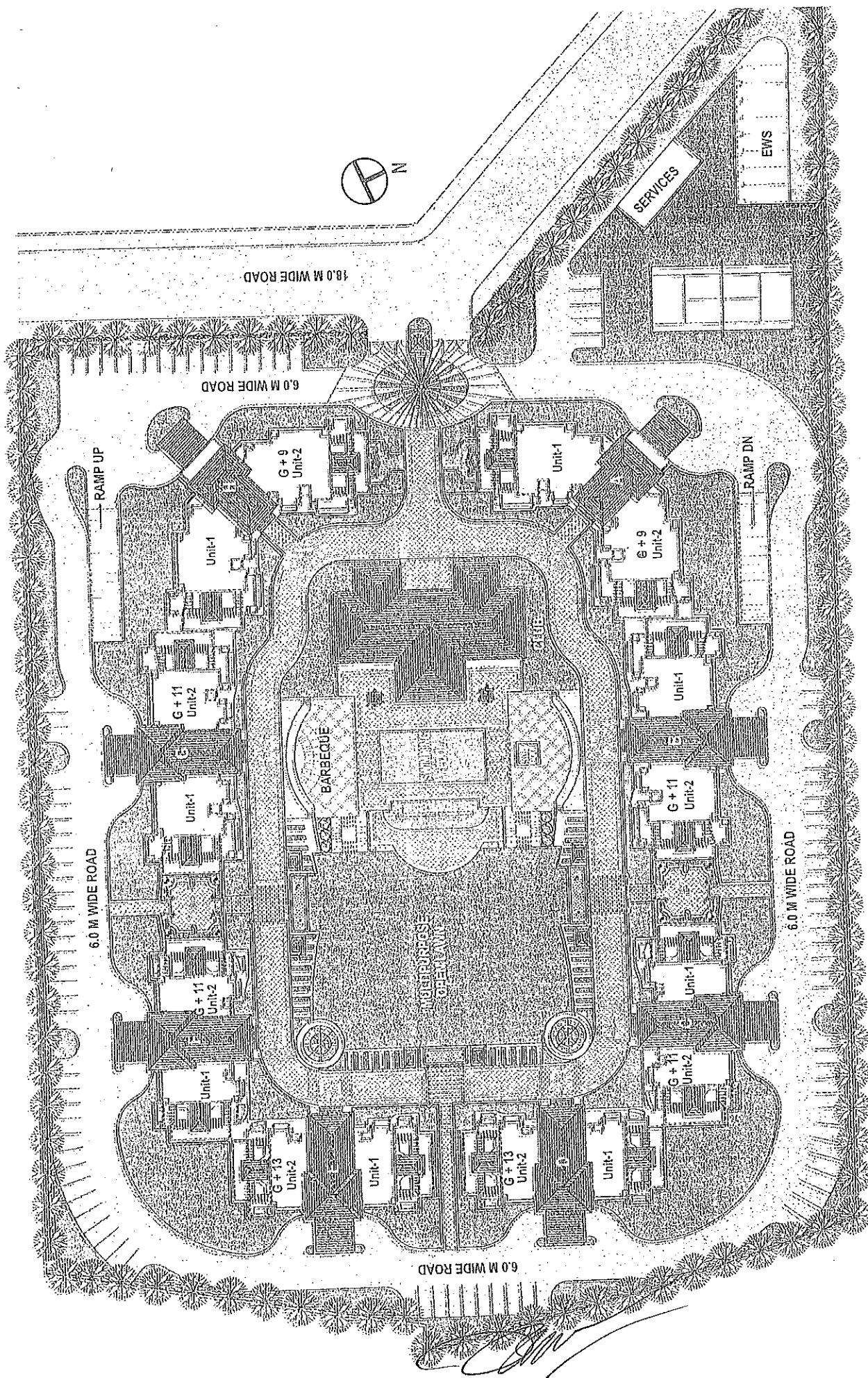
CONFIRMING VENDOR

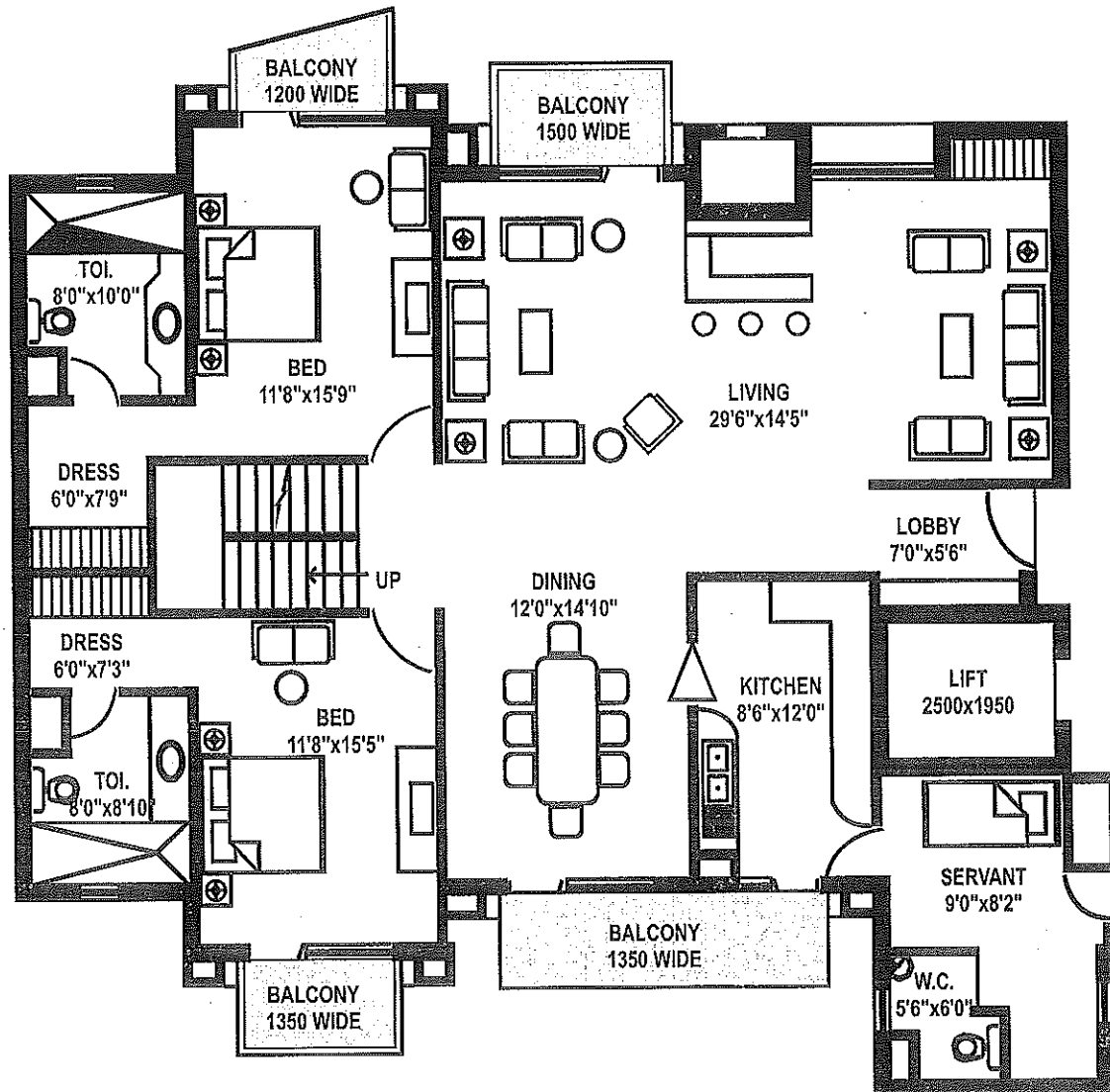
1. MR. SUDHIR KUMAR

2. MRS. RANJANA SINGH

3. MR. RANJAN KUMAR

4. MRS. SUJATA SINGH
VENDEE(S)





Pent House Lower Level Plan (Block C, D, E & F)

4 BEDROOM + LOUNGE + SERVANT

BUILT UP AREA	3119.00 Sq.Ft.
SUPER AREA (17%)	531.00 Sq.Ft.
BALCONY @ 50%	152.00 Sq.Ft.
TERRACE @ 50%	373.00 Sq.Ft.
TOTAL SUPER BUILT UP	4175.00 Sq.Ft.

Annexure-I

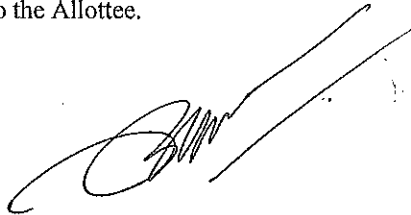
Definition of Super Area

'Super Area' means this super area for the purpose of calculating the sale price in respect of the said Apartment and shall be the sum of the Apartment area of the said Apartment and its pro rata share of common areas and facilities in the said building in which the said Apartment is located. Super area shall mean and denote the covered area of the said Apartment, inclusive of the area under the periphery walls, area under columns and walls within the said Apartment, half of the area of the wall common with other apartments adjoining the said Apartment, cupboards, plumbing shafts adjoining the said Apartment, lobby, lofts, balconies and corridors plus proportionate share of the service areas to be utilized for common use and facilities such as areas under staircase, circulation areas, walls, lifts, shafts, passages, corridors, lobbies, refuge areas, stilts and like structures.

The area of balconies, which are fully open and projecting i.e., where only floor slabs and railings are provided and terraces will be taken at 50% of total area and area of all other balconies which are partly enclosed with roof and /or walls will be taken as 100% of its total area. Right of exclusive use of covered area shall be treated at par of the Apartment area for all purposes unless otherwise stated therein.

Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the Super Area of the said apartment, this has been done on account of the structural design of the building without which there can be no support to the Apartment.

It is reiterated and specified that it is only inside space in the Apartment that has been agreed to be sold and inclusion with common areas in computation does not give any interest therein as such to the Allottee.

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Annexure-II

Common Areas and Amenities within the said Building

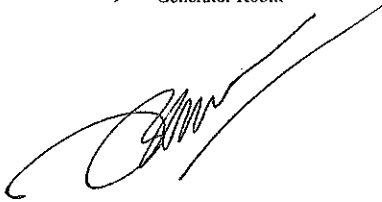
- Lift and Lift lobby of the tower
- Staircases of the tower
- Corridors, leading to the said Apartment
- Fire escape
- Shafts

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Annexure III

Common Areas and Amenities within the Complex

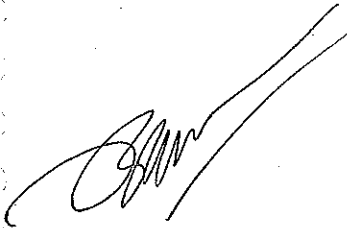
- Roads
- Parks
- Foot paths
- Entrance Porch
- Parking Ramp
- Landscaped areas
- Playground
- Service Area DG Room
- Sub Station
- Security Room / Area
- Machine Room
- Generator Room

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Annexure V

Lands, Areas, Facilities and Amenities excluded from the scope of this Sale Deed

- Terrace
- Shops
- Flats for Economically Weaker Sections
- Community Building

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Annexure VI

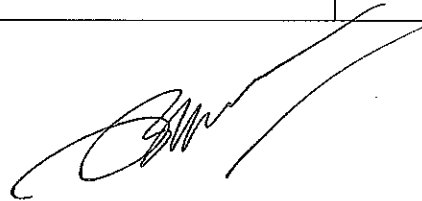
Do's and Don'ts

YOUR APARTMENT

DO's	DON'Ts
Use proper and innovative arrangements to dry your clothes inside the balconies.	Do not place furniture items, packages / boxes / cycles etc., in the lobby area, staircases, ramps and inside the service shafts.
	Do not stick any bills in the lobby area, on elevator fascias / inside elevators car cabins, staircases, ramps and muntins or any other place within the complex.
	Do not hang garments, rugs etc., from the windows, balconies or from any of the facades of the apartment.
	Do not change Front & Rear elevations in any manner whatsoever.
	Do not make any structural modification within your apartment without prior approval from the RWA / Managing Committee / Developer

YOUR PARKS/LAWNS/COMMON AREAS

DO's	DON'Ts
Do keep your lawns clean.	Do not permit children to play cricket, football etc. on any lawns / parks.
Escort children to playing structure.	Do not pluck plants, leaves or flowers.
Do not feel shy to check residents / visitors who misuse lawns / parks.	Do not rest / sleep on the lawns / parks.
Respect your neighbour and remember "Your liberty ends where his begins".	Do not drive any mode of transport on the lawns / parks.
Always follow code of conduct as may be framed by RWA / Managing Committee / Developer.	Do not block any part of the lawn for exclusive use.
	Do not try to enter in areas where the code specifies as 'Restricted Entry'.



Date: 24/09/09

POSSESSION LETTER

This letter of handing over/taking over of possession is executed between M/s Suncity Projects Pvt. Ltd. having its registered office at N-49, First Floor, Connaught Place, New Delhi - 110 001, through its authorized signatory Ms Shalini (hereinafter referred to as the First Party).

AND

Mr. Sudhir Kumar S/o Mr. Ram Kirpal Singh
Mrs. Ranjana Singh W/o Mr. Sudhir Kumar
Mr. Ranjan Kumar S/o Mr. Ram Kirpal Singh &
Mrs. Sujata Singh W/o Mr. Ranjan Kumar
All R/o S-31, H. No. 13, 14, DLF City, Ph-III, Gurgaon.
(Hereinafter Referred to as the Second Party)

Whereas the Second Party has purchased an apartment bearing Apartment No. D-12-1202-A on Twelfth & Thirteenth Floor in the building approved as D Block admeasuring 4175 sq. ft., vide Sale Deed/ Conveyance Deed dated 24/09/09, from the first party, which is duly registered as Document No. 110/0, Book No. 1, Volume No. 11454, at page no. 38742 with the Sub Registrar, Gurgaon.

And whereas in furtherance to above mentioned Sale Deed the First Party is handing over the physical possession at site to the Second Party.

NOW THIS POSSESSION LETTER WITNESSETH AS UNDER:

1. The First Party hereby hands over vacant and peaceful physical possession of Apartment bearing No. D-12-1202-A admeasuring 4175 sq. ft. (387.86 sq. mtr.) to the Second Party and Second Party has taken over the vacant and peaceful physical possession of apartment.
2. The First Party hereby declares that the above-mentioned apartment is totally vacant without any encumbrances at the time of taking over possession by Second Party.
3. The Second Party has satisfied himself/herself about the amenities and services provided by the First Party and hereby declares that the amenities and services provided by the First party in the abovementioned apartment are as per the agreement between the First Party and Second Party and the second party further declares that all the assurances given by the First Party has been duly fulfilled and the apartment is complete in respect respects, as per specifications provided in the Apartment Buyers Agreement.

Shalini

24/09/09

24/09

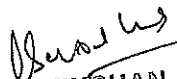
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4. The Second Party henceforth will be fully responsible to take care of the apartment.
5. The Second Party declares that Second Party has no claim, demand or grievance of any nature whatsoever against the First Party.

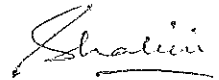
Date: 24/09/09

Place: Gurgaon

WITNESSES:

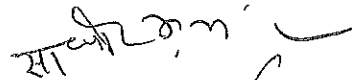
1. 
SUTIKSHAN SAXENA
S/o Late Sh. R. B. Saxena
R/o 1589, Sector-7 Extn.,
Gurgaon-122 001 (Haryana)

For First Party

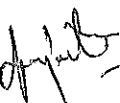


POSSESSION HANDED OVER

- 2.


साजीद अली
रिंग रोड

For Second Party


24/9/09

POSSESSION TAKEN OVER



TRIPARTITE MAINTENANCE AGREEMENT

हियाणा HARYANA

14AA 017439

THIS AGREEMENT is made on this 24th day of September 2009

BETWEEN

M/s Suncity Projects Pvt. Ltd., a company registered under the Companies Act, 1956, having its Registered Office at N-49, First Floor, Connaught Place, New Delhi - 110 001 through its Authorized Signatory, Shri B. K. Sharma son of Shri Sewa Ram Sharma resident 13/1170, Vasundhara, Sahibabad, UP, hereinafter referred to as the "Company" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, administrators, legal representatives, successors and assigns of the FIRST PART.

AND

M/s Suncity Maintenance Pvt. Ltd., a company incorporated under the companies Act, 1956 having its Registered Office at N-49, First Floor, Connaught Place, New Delhi -110001 through its Authorised Signatory, Mr. Vikas Singla, R/o Essel Towers, Gurgaon, hereinafter referred to as "SMPL" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, administrators, legal representatives, successors and assigns of the SECOND PART.

AND

MR. SUDHIR KUMAR SON OF MR. RAM KIRPAL SINGH, MRS. RANJANA SINGH WIFE OF MR. SUDHIR KUMAR, MR. RANJAN KUMAR SON OF MR. RAM KIRPAL SINGH, AND MRS. SUJATA SINGH WIFE OF MR. RANJAN KUMAR, ALL RESIDENT OF S-31, H. NO. 13, 14, DLF CITY, PH-III, GURGAON

For Suncity Projects Pvt. Ltd.

Director / Auth. Sign.

For SUNCITY MAINTENANCE PVT. LTD.

-1-

Director/ Auth. Sign.

Hereinafter solely or jointly referred to as the "User" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, and legal representatives of the THIRD PART.

WHEREAS the User had executed an Apartment Buyer's Agreement dated 25.12.04. Hereinafter referred to as the "Agreement" (for purchase of a residential Apartment No. 12-1202A on 12th & 13th Floor in the building approved as D Block having a super area of approximate 387.86 Sq. Mtrs. (4175 Sq. Ft.) hereinafter referred to as the "Apartment" in the Multi-Storeyed Group Housing Complex named as Suncity Heights, hereinafter referred to as the "Complex" constructed on a plot of land reserved and license obtained for Group Housing from the Director, Town & Country Planning, Haryana, Chandigarh hereinafter referred to as the "Plot".

AND WHEREAS the said Agreement executed by the User contained a stipulation for the provision of Maintenance Service by the Company or by its nominees and assigns, and payment of Maintenance Charges by the User or its nominees and assigns.

AND WHEREAS the User has agreed in the said Agreement to deposit and keep deposited with the Company an Interest Free Maintenance Security (for short IFMS) @ Rs. 50/- per Sq. Ft. of the super area in the said Apartment which shall carry simple interest at the bank rate from the date of levy of maintenance charges (prevailing fixed deposit rate of interest of Public Sector Banks for one year term) and shall be adjusted/refunded in a manner as provided in the said Agreement.

AND WHEREAS the Company, in order to provide necessary maintenance service, dedicated focus and transparency with proper accounting and audit procedure upon completion of the said building/said complex had handed over the maintenance of the said Building/said Complex to SMPL.

AND WHEREAS SMPL shall provide the maintenance services, raise bills directly on the User and collect payment thereof and to do all such acts, deeds, etc. as may be necessary to provide maintenance services.

AND WHEREAS the User has approached SMPL with a request to provide maintenance services and on the assurances that the User shall abide by the terms and conditions of this Agreement and shall promptly pay the bills raised by the SMPL, all the parties have now decided to execute this Agreement.

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

1. DEFINITION:

- (i) "Total Maintenance Services" means and includes the following services:
- (a) Common Areas Maintenance
 - (b) Operation and Maintenance of Equipments
 - (c) Operation and Maintenance of Basement
 - (d) Insurance of Equipments, super structure of Buildings, etc.
 - (e) Any other Services as may be required as exclusive services by the User or as common services by the User alongwith other occupants including, but not limited to reserved open/covered parking spaces as may be required from time to time.

For Suncity Projects Pvt. Ltd.

Director / Auth. Sign.

For SUNCITY MAINTENANCE PVT. LTD.

Director / Auth. Sign.

- (ii) 'DHBVN' means Dakshin Haryana Bijli Vitran Nigam Limited.
- (iii) 'Association' means Association of Apartment Owners.
- (iv) 'Common Area Maintenance' means and includes operation and maintenance of common areas, basement, (including lift, fire fighting equipments and other common facilities inside the building) Common areas for use within the said building is more specifically described in **Annexure I** and the common areas for the use of all the flat owners of all building within the project is described in **Annexure-II**.

2. PROVIDING MAINTENANCE SERVICES:

SMPL shall provide Total Maintenance Services for the Project and to the User as defined in the Definition clause herein above and shall be entitled to charge Maintenance Charges to be computed in accordance with the terms of this Agreement, described hereinafter and the User undertakes to make payment of the bills raised by SMPL in accordance with the payment schedule described hereinafter.

3. DURATION OF THE MAINTENANCE AGREEMENT:

- (i) SMPL shall provide Total Maintenance Services as set out herein above for a period of 3 years from the date of execution of this Agreement to be renewed automatically for a further period of three years on mutually agreed terms and conditions between the parties hereto unless otherwise maintenance services are handed over by the Company to the Association or any other nominee of the Company or body Corporate. The Company shall be entitled to hand over or transfer the maintenance services to any of its nominee or body corporate or the Society after termination of the Agreement with SMPL on the terms and conditions as set out in the present Agreement and the User shall deal with the said nominee, body corporate, etc. as the successor of SMPL and in the same manner as that of SMPL, who shall take over all the rights and liabilities of SMPL and shall carry out all the functions of SMPL as required under the terms of this Agreement.
- (ii) The Company shall keep the User fully informed about all the changes, arrangements or developments whatsoever regarding transfer of any of the jobs, responsibilities or rights or liabilities of SMPL to any of its nominee(s), body corporate, etc. However, no permission or approval of the User shall be necessary for purposes of carrying out assigning any such job or transfer etc.

4. SCOPE OF TOTAL MAINTENANCE SERVICES:

"Total Maintenance Services" shall mean and include the following services (inclusive of general and administrative overheads (including salaries, wages, etc.) required and necessary for this purpose:

- (i) Operation and maintenance of all equipments include sub-station(s) connected with the supply of electrical energy to all Occupants including the User, of the said Complex under bulk electricity supply scheme. The operation and maintenance of bulk supply of electrical energy shall be handled by SMPL or if SMPL decides at its sole discretion, by any other company, nominee, agency to whom his work may be handed over by SMPL.

For Suncity Projects Pvt. Ltd. SUNCITY MAINTENANCE PVT. LTD.

Director / Auth. Sign.

Director / Auth. Sign.

- (ii) Common areas Maintenance Services: These relate to operation and maintenance of common areas, basements, lift.

5. DEFINITION AND COMPUTATION OF MAINTENANCE CHARGES:

The Maintenance Charges shall be defined and computed in the manner provided herein below:

- (a) The maintenance charge shall be computed by taking into account the entire cost incurred by SMPL or its nominees and assigns for rendering total maintenance services including the cost of electrical energy paid by SMPL to DHBVN and/or the cost of operating (including fuel, etc.) and maintaining standby DG Set(s) and deducting there from actual receipts from billing of electrical energy to all the occupants of the said Complex on account of electrical energy consumed inside their respective said Apartment. The resultant net expenditure shall be treated as Total Maintenance Charges and billed to individual occupants in proportion to the super area of their respective premises. It is clarified and understood by both the parties that Total Maintenance Charges inclusive of cost incurred in arranging electrical energy from DHBVN and / or from standby DG Set(s) net of the receipts from bills paid by the occupants shall have automatically and accurately reflected the net income or loss incurred with regard to bulk supply of electrical energy in the hands of SMPL or its nominees and assigns.
- (b) SMPL shall bill for the consumption of electrical energy inside the said Apartment based on number of units consumed as indicated by the meter(s) installed in the said Apartment at pre-determined rates which for want of more suitable standard/rate, shall correspond to the rates charged by DHBVN to its direct consumers falling in the schedule of tariff as applicable from time to time to the said Apartment as if the electrical energy was directly supplied by DHBVN, and for power supply by Generator Set locally installed and tariff as worked out and given in schedule of tariff shall be on pro-rata basis based on consumption. The bill shall also include meter hire charges and a minimum demand charge if the consumption falls below the minimum demand as per applicable schedule of tariff and charges from time to time (form of schedule of tariff set out in **Annexure III**). The bill for consumption of electrical energy, as indicated above, shall be along with the bill for Total Maintenance Charges.
- (c) The cost of insuring the said complex/building structure shall be recovered from the User as a part of Total Maintenance Charges. The User shall not do or permit to be done any act or thing which may render void or void able insurance of any premises or any part of the said complex or cause increased premium to be payable in respect thereof. However, the User shall solely be responsible for insuring contents of the said premises and the SMPL accepts no responsibility in this regard.
- (d) SMPL shall bill the actual cost incurred for additional/specific services as may be exclusively required by the User who shall also pay the additional interest free security and other deposits as may be charged by SMPL or its nominees or assigns. These specific/additional services shall be solely to the account of the User or if a number of occupants use the same services, then it shall be billed on pro-rata basis as determined by SMPL.
- (e) At the end of financial year, SMPL shall get its accounts audited and the expenses incurred would form basis of estimate for billing in the subsequent financial year. If there

For Suncity Projects Pvt. Ltd.

Director/Auth. Sign.

For SUNCITY MAINTENANCE PVT. LTD.

Director/Auth. Sign.

is any surplus/deficit arising at the end of the financial year after audit, the same shall be adjusted in the bills raised in the subsequent financial year and accordingly, the amount may be refunded/recovered from subsequent bills to the User.

- (f) SMPL reserve absolute right to increase, revise, and modify charges for any of the service(s) to ensure provision of necessary maintenance services, which shall be charged only at the actual cost.

The Maintenance Charges payable by the User shall be computed in the manner provided herein below:

- i. Cost of Total Maintenance Services provided by SMPL – (A)
- ii. Cost of charges towards energy consumed by the common services, water pumps, lifts, common lighting, as described hereinafter. – (B)
- iii. Maintenance (House Keeping, etc.) – (C)
- iv. Other indirect costs. – (D)

The resultant total of A + B + C + D shall be divided by total super area of the project to arrive at the Total Maintenance Charges per Sq. Ft., which shall be multiplied by the total super area of the said Apartment to arrive at the Total Maintenance Charges to be paid by the individual user.

$$\text{Total Maintenance Charges per Sq. Ft.} = \frac{A + B + C + D}{\text{Total Super Area}}$$

Total Maintenance Charges to be paid by the Individual user is equal to Total Maintenance Charges per Sq. Ft. multiplied by total super area of the said Apartment plus charges for Cable TV as per Bill + Gas Consumption as per Bill + Electric energy consumption as per Bill to be paid to licensee + Pro rata share of use of power generator locally by generating sets + service and administrative overhead charges of the maintenance agency.

6. OPERATIONS AND MAINTENANCE OF COMMUNITY BUILDING

- i) The Company has provided Community Building comprising of Gymnasium, Billiards, Squash Court, Banquet, Health Club with Jacuzzi & Massage, Ladies and Gents Toilet on the Lower Ground Floor, Lounge, Banquet, Store, Office, Kitchen, Card Room, Ladies Toilet, Gents Toilet on the Upper Ground Floor and Swimming Pool with Filtration Plant and Change Rooms in the open exclusively for the use of apartment holders of Suncity Heights for the common use of the Suncity Heights Apartment Owner(s)/ User(s) in the aforesaid Complex. (Hereinafter referred to as "Club").
- ii) SMPL/Association/or any other Outside Agency shall operate and provide total maintenance services for the Club. SMPL shall bill the actual cost of running and maintenance including the general and administrative overheads related to the maintenance and operation of the Club and the facilities provided therein. The User undertakes to make the payment of the bills as raised by SMPL.
- iii) The actual cost related to the maintenance and operation of the Club and the facilities provided therein shall be billed by the SMPL equally to the Apartment Owner(s)/User in the said Building named as Suncity Heights irrespective of the use of the Club (form of schedule of charges set out in **Annexure III**). The bill for the Club Charges, as indicated above, shall be paid alongwith the bill for Total Maintenance Charges.

For Suncity Projects Pvt. Ltd.

Director/Auth. Sign.

For SUNCITY MAINTENANCE PVT. LTD.

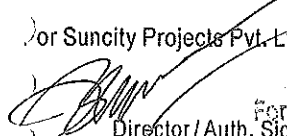
Director/Auth. Sign.

- iv) In case of failure of the User to pay the bill on or before the due date as raised by SMPL for the maintenance and operation of the said Club, the User in addition to permitting the SMPL to deny him/ her/ them the right to avail the facilities and services of said Club also authorizes SMPL to adjust in the first instance, the aforesaid IFMS against such defaults in the payment of Bills.
- v) As and when any Plant and Machinery or any other equipment within the aforesaid Club requires replacement, up-gradation, additions etc., the cost thereof shall be contributed equally by the Apartment Owner(s)/User(s) in the said Building named as Suncity Heights. The SMPL/Association/or any other Outside Agency shall have the authority to decide the necessity of such replacement, up gradation, additions, etc., including its timings or cost thereof.
- vi) The User agrees to follow and adhere to the Club rules as made from time to time by the SMPL/Association/or any other Outside Agency. The User undertakes to abide by such rules and regulations and shall also complete all the formalities as prescribed therein, failing which the User admits and agrees that SMPL has an authority to prohibit the use of the said Club.
- vii) SMPL makes it clear to the User that the provision of maintenance of Club shall be done by SMPL or its nominees and assigns through various outside agencies under separate Agreements to be entered into with them. SMPL's responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the Agreement executed by them and to change an agency if its performance is not upon the desired standards. SMPL accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the maintenance services of Club.

7. PROCEDURE OF BILLING AND PAYMENT OF MAINTENANCE CHARGES:

- i) SMPL shall bill the Maintenance Charges to the User monthly, in advance, supply of electrical energy inside the said Apartment shall be billed on the basis of actual consumption based on meter reading of the previous month and billed in the beginning of the month. The Maintenance Charges, other than consumption of electrical energy in the said premises shall be payable by the User on pro-rata basis of actual consumption based on meter reading of the previous month and billed in the beginning of the month. The Maintenance Charges, other than consumption of electrical energy in the said premises shall be payable by the User on pro-rata basis as determined by SMPL. The charges for any exclusive maintenance services, as may be specially required and provided to the User, shall be billed and payable by the User alone.
- ii) That in case the Plant and machinery within the said Complex / said Building as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant / equipment of capital nature, etc., require replacement, up gradation, additions, etc., the cost thereof shall be contributed by the User in the said Building on pro-rata basis (i.e. in proportion to the super area of the said Apartment to the total super area of all the Apartments in the said Building / said Complex, as the case may be). The Company or the SMPL or its nominees or assigns shall have the sole authority to decide the necessity of such replacement, up gradation, additions, etc., including its timings or cost thereof.

For Suncity Projects Pvt. Ltd.


Director/ Auth. Sign.

For SUNCITY MAINTENANCE PVT. LTD.


Director/ Auth. Sign.

- iii) There shall be one consolidated bill for the Maintenance Charges, which shall contain separate heads for cost of maintenance services and electrical energy consumption. The User shall pay in full the maintenance bill presented to it and SMPL shall not accept any part payment of any Bill raised on the User.
- iv) The User undertakes to pay the bills without any reminders from the SMPL on or before the due date indicated in the Bill. The timely payment of maintenance charges on or before the due date is the essence of this agreement.
- v) SMPL shall charge interest at the rate of 24% per annum for the period of delayed payment after the due date.
- vi) All payments shall be made by the User through crossed cheque / demand draft only drawn in favor of M/s Suncity Maintenance Pvt. Ltd. payable at Gurgaon and shall be subject to realization.
- vii) Without prejudice to and notwithstanding to the right of SMPL to charge interest for the period of delay in payment of a bill due date, in case the User fails to pay the bill on or before fifteen days of the due date indicated in the bill, then the bill will be deemed to be a notice and the electric supply to the premises and the maintenance services to the User shall, without prejudice to the right of the SMPL to recover charges as in the bill, be disconnected after the expiry of fifteen days of the due date mentioned in the bill, without any notice to the User. The supply shall not be reconnected unless and until the amount shown in the bill together with interest at the rate of 24% p.a. for the period of delay and all other connected expenses incurred / to be incurred by SMPL in cutting off and reconnecting the electric supply and maintenance services demanded by SMPL is paid by the User. The bill shall be treated as notice for disconnection in the event of non-payment by SMPL, notwithstanding the inclusion of any part of the charges in the bill under default being included in the subsequent bills sent by the SMPL.
- viii) The payment of bill shall not be held up / delayed if there are any differences of disputes as to its accuracy. Any difference or dispute regarding accuracy of the bill shall be separately settled as provided in Clause (18) below.
- ix) All returned /dishonored cheques shall be subject to legal action under the provisions of Negotiable Instruments Act, 1988 or any modification thereof apart from civil action for recovery of the amount. SMPL shall be entitled to recover bank charges in addition to bill amount, interest at the rate of 24% p.a. and other charges as provided in this Agreement in case of dishonored cheques.

8. RIGHT TO USE THE MAINTENANCE SERVICES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES BILL:

The User agrees that its right to use the common facilities including supply of electrical energy, shall be subject to regular and prompt payment of Maintenance Charges as billed by SMPL. If Maintenance Charges or any part thereof is not paid regularly, the User agrees that he/she/they shall lose his/her/their right to use any of the common facilities including right to receive electrical energy inside the said Apartment, but so long as the Maintenance Charges (all payments envisaged under these presents) are regularly paid, and all the covenants herein are observed, the right of the User to use such common facilities shall be granted by SMPL, or its nominees and assigns.

For Suncity Projects Pvt. Ltd.

Director / Auth. Sign.

For SUNCITY MAINTENANCE PVT. LTD.

-7-
Director / Auth. Sign.

9. LIMIT ON THE RESPONSIBILITY OF SMPL:

- i) SMPL makes it clear to the User that the provision of maintenance services shall be done by SMPL or its nominees and assigns through various outside agencies under separate Agreements to be entered into with them. SMPL's responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the Agreement executed by them and to change an agency if its performance is not upon the desired standards. SMPL accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the maintenance services. Similarly, SMPL's role and responsibility for the supply of electrical energy to the User shall be limited to receiving the supply of energy from DHBVN in bulk and to distribute energy on behalf of and would have no power or control on the quality / quantity or any other specifications with respect to the electrical energy supplied by DHBVN and, therefore, it shall accept no responsibility whatsoever and shall not be liable for any action, damages whatsoever for any failure on the part of DHBVN to supply electrical energy to SMPL / the User. The User is deemed to be consumer with DHBVN and not with the SMPL.
- ii) SMPL shall in no case be held responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the said Apartment, which may arise due to lapse, default, negligence of the User or due to electrical devices installed in the said Apartment. The hazards aforesaid originating from the said Apartment shall not impose any kind of legal or financial liability on SMPL and the User agrees to keep SMPL indemnified and harmless against any loss or damage that may be caused to SMPL in this regard. The User shall ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the said Apartment or externally, shall not pose any fire, electrical, structural, pollution and health hazard for which the User shall solely be responsible for all legal and financial consequences arising thereon.

GENERAL

10. All costs, charges and expenses payable on or in respect of this Agreement and on all other instrument and deeds to be executed, if any, pursuant to this Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the User.
11. The failure of SMPL to enforce any term or any provision(s) hereof shall not be construed to be waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this Agreement.
12. If any provisions of this Agreement shall be determined to be void or enforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.
13. This Agreement constitutes the entire Agreement between the parties and revokes and supersedes all previous discussions/correspondence and Agreement between the parties, if any, concerning the matters covered herein whether written, oral or implied. However, it is understood by the parties that the terms of this Agreement shall be read in consonance and not in derogation of the said Agreement. This Agreement shall not be hanged or modified except in writing and signed by the parties hereof.

For Suncity Projects Pvt. Ltd.

Director/Auth. Sign.

SUNCITY MAINTENANCE PVT. LTD. 26/9/2018

-8-
Director/Auth. Sign.

14. Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by Registered Post/Speed Post/Courier/UPC/E-Mail.
15. SMPL or its nominees and assigns shall not be held responsible or liable for not performing its obligations under this Agreement due to force majeure conditions or for reasons beyond the control of SMPL or its nominees and assigns. Force majeure conditions shall inter alia include lockouts, enemy action, floods, earthquake, non-availability of supply, etc.
16. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the said Apartment, as the said obligations go along with the said Apartment for all intents and purposes.
17. **Arbitration:** Excepting the cases of theft/pilferage of electrical energy or interference with meter, etc. (which are inter alia offences) and only after the bill amount payable are paid to SMPL, in the event of any differences or disputes arising between the SMPL and the User in respect of any matter connected with the accuracy bills, supply of services or interpretation of any of these terms and conditions which cannot be determined amicably, or settled through an Agreement between the SMPL and the User, the matter shall be referred to arbitration of Sole Arbitrator appointed by the Company. Reference to and pendency shall be without prejudice to the right of SMPL to effect recovery of its dues. The decision of Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be held at Gurgaon alone and shall be in accordance with the Arbitration and Conciliation Act, 1996. The Courts at Gurgaon alone and/or High Court at Chandigarh alone shall have the jurisdiction for all matters of dispute arising of or touching and/or covering this transaction.

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

WITNESSES:

For Suncity Projects Pvt. Ltd.


Director/ Auth. Sign.

PARTY OF THE FIRST PART

1.

For SUNCITY MAINTENANCE PVT. LTD.


Director/ Auth. Sign.

PARTY OF THE SECOND PART

2.

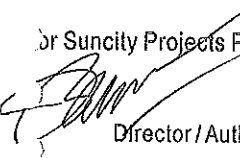

PARTY OF THE THIRD PART

Annexure-I

Common Areas and Amenities within the said Building

- Lift and Lift lobby of the tower
- Staircases of the tower
- Corridors, leading to the said Apartment
- Fire escape
- Shafts

For Suncity Projects Pvt. Ltd.


Director / Auth. Sign.

For SUNCITY MAINTENANCE PVT. LTD.


Director / Auth. Sign.

Annexure II

Common Areas and Amenities within the Complex

- Roads
- Parks
- Foot paths
- Entrance Porch
- Parking Ramp
- Landscaped areas
- Playground
- Service Area DG Room
- Sub Station
- Security Room / Area
- Machine Room
- Generator Room

For Suncity Projects Pvt. Ltd.

Director / Auth. Sign.

For SUNCITY MAINTENANCE PVT. LTD. 2 6/15/18

Director / Auth. Sign.

Annexure III

Applicable rates for Maintenance Charges

Maintenance Charges Per Month: Rs. 2.00/- Per Sq. Ft.*

* In case of increase/decrease in cost these charges will increase/decrease proportionately (the rates shall be revised after 6 months as per the actual costing)

Applicable schedule for Electrical Charges

DHBVN*	-	4.16/- per unit
DG Cost**	-	9.60/- per unit

* The rate is as per existing tariff of DHBVN. In case of increase/decrease in tariff, the same will be applicable with effect from the date of increase/decrease in tariff by the DHBVN.

** This rate is applicable as per today's rate of diesel. In case of increase/decrease in rates of diesel in the market, the unit price will increase/decrease proportionately.

Applicable schedule for Club Charges

The Club Charges payable by the User shall be computed in the manner provided herein below:

- Actual Cost of running and maintenance including the general and administrative overheads related to the maintenance and operation of the Club and the facilities provided therein by SMPL/Association/or any other Outside Agency – (A)
- Cost of charges towards energy consumed by the Club – (B)
- Maintenance (House Keeping, etc.) – (C)
- Other indirect costs – (D)

The resultant total of A + B + C + D shall be divided by the 184 Apartments in Suncity Heights.

$$\text{Club Charges per apartment}^* = \frac{A + B + C + D}{\text{One hundred Eighty Four (184)}}$$

* The charges are payable irrespective of the use of the Club.

For Suncity Projects Pvt. Ltd.

Director/Auth. Sign.

For SUNCITY MAINTENANCE PVT. LTD.

Director/Auth. Sign.

13326
S.No -

Sudhir



11/0/4
S.Gor
D.A
24/9/09

DEED OF APARTMENT

1. We, **Sudhir Kumar S/o Mr. Ram Kirpal Singh, Mrs. Ranjana Singh W/o Mr. Sudhir Kumar, Mr. Ranjan Kumar S/o Mr. Ram Kirpal Singh & Mrs. Sujata Singh W/o Mr. Ranjan Kumar All R/o S-31, H. No. 13, 14, DLF City, Ph-III, Gurgaon** hereby declare that I/ we am/are the first/present owner of Apartment No. **12-1202-A** on the **12th & 13th Floor** in Building Block **D** already constructed called and named as **Suncity Heights, Sector-54, Gurgaon, Haryana**.
2. I derived title to the said Apartment by Sale/Conveyance Deed No. 110/0 dated **24-09-2009** executed between **M/s Uddar Gagan Properties Pvt. Ltd., M/s North Delhi Oil Seeds Plantation Pvt. Ltd., M/s Sonika Properties Pvt. Ltd., M/s Haryana Orchards Pvt. Ltd.** all having their Registered Office at N-49, 1st Floor, Connaught Place, New Delhi – 110 001, in the capacity of **VENDOR, M/s Suncity Projects Pvt. Ltd.** having its Registered Office at N – 49, 1st Floor, Connaught Place, New Delhi – 110001 in the capacity of **CONFIRMING VENDOR** and myself/ourselves, which inter alia also contained the contents of the Deed of Apartment as provided in Section 12 of the Haryana Apartment Ownership Act, 1983 and which are being reproduced in this Deed of Apartment as well, as under:

(a) Description of Land/Postal Address:

Flat No. : 12-1202-A
Floor : 12th & 13th Floor
Building Block : D
Suncity Heights,
Sector-54,
Gurgaon – 122 003, Haryana.

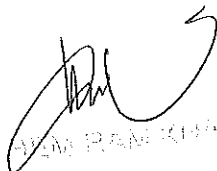
Deed of Declaration has been registered as Document No. 14836 dated 18-09-08 in the Office of the Sub-Registrar, Gurgaon.

[Handwritten signature]
24/9/09

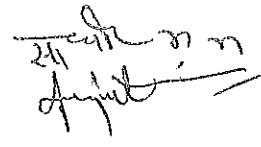
- (b) The Apartment No. **12-1202-A** on the **12th & 13th Floor** in Building Block **D**, Suncity Heights Complex, Sector-54, Gurgaon – 122 003, Haryana.
- (c) The Apartment No. **D-12-1202-A** is used for residential purpose only.
- (d) The percentage of undivided interest appertaining to the Apartment in the common areas and facilities as specified in the Deed of Declaration.
3. I/We hereby declare that I/We, my/our legal heirs, executors, administrators and assigns and the said apartment referred to in paragraph 1 of this declaration, shall hereafter be subject to the provisions of the Haryana Apartment Ownership Act, 1983 and all amendments thereto and I/We further declare that I/We shall comply strictly with the covenants, conditions and restrictions set forth in the declaration and with the bye-laws forming part thereof, and attached hereto, as Exhibit "B" and with the administrative rules and regulations adopted pursuant to such by-laws (as either of the same maybe lawfully amended from time to time) and in the Deed of Apartment.

SOLEMNLY AFFIRMED/SWORN AT GURGAON AFORESAID THE 24th DAY OF SEPTEMBER 2009.


WITNESSES

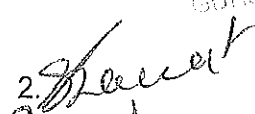

HEM RAM KHATANA
GURGAON

OWNER (S)


24th September 2009
S. C. 95 K. 1 E
2-101-11

1.


HEM RAM KHATANA
Advocate
GURGAON

2. 
Suresh Singh
S/O D'S Renuka
Essex Power
MS Road
(Son)

Reg. No. 11014 Reg. Year 2009-2010 Book No. 1



पेशकर्ता



गवाह

पेशकर्ता Ranjana Singh 2009/24/8 Ranjan Kumar Sudhir Kumar Sujata

दावेदार

गवाह 1:- H.R.Khatana गवाह 2:- Suresh Singh

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह, प्रलेख क्रमांक 11,014 आज दिनांक 24/09/2009 को बही न: 1 जिल्द न: 11,163 के पृष्ठ न: 51 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 904 के पृष्ठ सख्या 29 से 30 पर चिपकाई गयी। यह भी, प्रमाणित किया जाता है कि इस दस्तावेज को प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 24/09/2009

उप/सयुक्त पंजीयन अधिकारी
गुडगावा

बहीका नं० 11014 अति. बही नं०
जिल्द नं० 11453 पृष्ठ नं० 505 पर
दर्ज किया गया बही नं०
जिल्द नं० 918 पृष्ठ नं० 40
दिनांक 24/9/09 को दर्ज रजिस्ट्रार
किया गया।