



SALE DEED/RELEVANT PARTICULARS

Fr. A 58131

Consideration
Market value as per circle rate
Stamp Duty
Main Locality
Locality
Description of Property

Rs.62,57,514.00
Rs.46,44,000.00
Rs.2,74,000.00

Outside the limits of Nagar Nigam in Village Area
Mauza Tarla Nagal, Pargana Parwa Doon, Distt. Dehradun
All that Flat No. C-202 in Block-Chaving covered area of 1836.00
sq. ft. or 170.63 sq. mtr. on Second Floor having super area of
approximately 2240.00 sq. ft. or 208.17 sq. mtr. in the said
residential complex/ARBOREA situated at Mauza Tarla Nagal,
Pargana Parwa Doon, Dehradun with proportionate right in land
underneath.

Distance from main Road

Name and Address of Vendors

On single sided main Sahastradhara Rajpur By-pass Road more
than 500 mtrs. from Sahastradhara Road.

(1) **Shri Rakesh Kumar** (PAN No. ACDPK1264F) S/o Shri Chiranjee Lal
R/o 56/2 Vijay Park, Dehradun, (2) **Shri Abhishek Kumar** (PAN
No. BCVPS0531G) S/o Shri Rakesh Kumar R/o 56/2 Vijay Park,
Dehradun through his attorney **Shri Rakesh Kumar** S/o
Shri Chiranjee Lal R/o 56/2 Vijay Park, Dehradun, (3) **Shri Kamal
Singh** (PAN No. AKIPP1079L) S/o Shri Puran Singh R/o Tarla Nagal,
Dehradun (4) **Shri C.L. Jain** (PAN No. AAFFJ9803P) S/o Late Shri
L.C. Jain R/o H-43, Green Park Extension, New Delhi, (5)
Shri Sanjeev Jain (PAN No. AAFFJ9802N) S/o Shri C.L. Jain R/o
H-43, Green Park Extension, New Delhi, (6) **Shri Deepak Jain** (PAN
No. AAKPS3680M) S/o Shri C.L. Jain R/o H-43, Green Park
Extension, New Delhi, seller no. 4, 5 & 6 through their attorney
Shri Randhir Singh S/o Shri Mool Chand R/o 10/31-A Yogmaya Mandir,
Mehrauli, New Delhi. (7) **Shri Randhir Singh** (PAN
No. AASPS5825M) S/o Shri Mool Chand R/o 10/31-A
Yogmaya Mandir, Mehrauli, New Delhi. (8) **Shri Prabhask Jain**
(PAN No. AADPJ1340H) S/o Shri S.S. Jain R/o U- 66/38-39, DLF
Phase-III, Gurgaon, through his attorney **Shri Rakesh Kumar** S/o
Shri Chiranjee Lal R/o 56/2 Vijay Park, Dehradun (9) **Shri Rajesh
Negi** (PAN No. ABAPN4290L) S/o Shri B.S. Negi R/o 9 Curzon
Road, Dehradun, through his attorney **Shri Rakesh Kumar** S/o
Shri Chiranjee Lal R/o 56/2 Vijay Park, Dehradun and Sh. Karnal
Singh son of Sh. Puran Singh resident of Village Tarla Nagal,
Dehradun, (10) **Shri Bijender Singh** (PAN No. ABOPS5180Q) S/o
Shri Mool Chand R/o 10/31-A Yogmaya Mandir, Mehrauli, New
Delhi, through his attorney **Shri Randhir Singh** S/o Shri Mool Chand
R/o 10/31-A Yogmaya Mandir, Mehrauli, New Delhi.

Name and address of Investor

M/s. Massoorie Himalayan Resorts Pvt. Ltd., (PAN
No. AAECM2020R) registered under the Companies Act, 1956
having its registered office at H-43, Green Park Extension, New
Delhi, represented herein by its Director Mr. Randhir Singh, authorised
vide Board Resolution dated 24-06-2013.

Name and address of Developer

M/s. Conscient Infrastructure Pvt. Ltd., (PAN No. AAACB0280G)
registered under the Companies Act 1956, having its registered
office at K-1, Green Park Main, New Delhi through its authorised
signatory Mr. Randhir Singh, authorised vide Board Resolution
dated 28-05-2013.

Name and Address of Vendee

Mr. Rajesh Kumar Dudani (PAN No. ACIPD8513F) S/o. Mr. OM
Prakash Dudani R/o. C-12/6, DLF Phase-1, First Floor, Gurgaon-
122002.

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SALE DEED

THIS SALE DEED is made at Dehradun on this 28th day of June, 2013

BETWEEN

(1) ShriRakesh Kumar S/o ShriChiranjeeLalR/o 56/2 Vijay Park, Dehradun, (2) ShriAbhishek Kumar S/o ShriRakesh Kumar R/o 56/2 Vijay Park, Dehradun through his attorney ShriRakesh Kumar S/o ShriChiranjeeLalR/o 56/2 Vijay Park, Dehradun, (3) Shri Kamal Singh S/o ShriPuran Singh R/o TarlaNagal, Dehradun, (4) Shri C.L. Jain S/o Late Shri L.C. Jain R/o H-43, Green Park Extension, New Delhi, (5) ShriSanjeev Jain S/o Shri C.L. Jain R/o H-43, Green Park Extension, New Delhi, (6) Shri Deepak Jain S/o Shri C.L. Jain R/o H-43, Green Park Extension, New Delhi, seller no.4, 5&6 through their attorney ShriRandhir Singh S/o ShriMool Chand R/o 10/31- A YogmayaMandir, Mehrauli, New Delhi. (7) ShriRandhir Singh S/o ShriMool Chand R/o 10/31- A YogmayaMandir,

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मेहरौली, नई दिल्ली. (8) श्रीप्रभाश जैन S/o श्री S.S. जैन R/o U- 66/38-39, DLF Phase-III, गurgaon, through his attorney श्री Rakesh Kumar S/o श्री Chiranjee Lal R/o 56/2 Vijay Park, Dehradun (9) श्री Rajesh Negi S/o श्री B.S. Negi R/o 9 Curzon Road, Dehradun, through his attorney श्री Rakesh Kumar S/o श्री Chiranjee Lal R/o 56/2 Vijay Park, Dehradun, and श्री Kamal Singh S/o श्री Puran Singh R/o Tarla Nangal, Dehradun (10) श्री Bijender Singh S/o श्री Mool Chand R/o 10/31- A Yogmaya Mandir, मेहरौली, नई दिल्ली, through his attorney श्री Randhir Singh S/o श्री Mool Chand R/o 10/31- A Yogmaya Mandir, मेहरौली, नई दिल्ली. (hereinafter jointly referred to as the "VENDORS", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest, assigns and all those claiming through it)

AND

M/s. Massoorie Himalayan Resorts Pvt. Ltd., registered under the Companies Act, 1956 having its registered office at H-43, Green Park Extension, New Delhi, represented herein by its Director Mr. Randhir Singh, authorised vide Board Resolution dated 24-06-2013, (hereinafter referred to as the "INVESTOR", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest assigns and all those claiming through it)

AND

M/s. Conscient Infrastructure Pvt. Ltd., registered under the Companies Act 1956, having its registered office at K-1, Green Park Main, New Delhi through its authorised signatory Mr. Randhir Singh, authorised vide Board Resolution dated 28-05-2013, (hereinafter referred to as the "DEVELOPER", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest assigns and all those claiming through it).

IN FAVOUR OF

Mr. Rajesh Kumar Dudani S/o. Mr. OM Prakash Dudani R/o. C-12/6, DLF Phase-1, First Floor, Gurgaon-122002 (hereinafter referred to as "VENDEE", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, executors, administrators, legal representatives and assigns and all those claiming through it).

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situated in Village Tarla Nagal, Pargana Parwa Doon, Dehradun. The names of the Vendees are duly recorded in the revenue records.

AND WHEREAS the **INVESTORS** are in the business of developing and marketing projects and have expertise in group housing projects and commercial developments.

AND WHEREAS **DEVELOPER** is a registered Developer registered with Chief Town Planner Uttarakhand, Dehradun having its Registration No. DOH/UA/113-RHD/2007 dated 4-12-2007.

AND WHEREAS the **VENDORS**, entered into a Development Agreement with the **INVESTORS** AND **DEVELOPER** dated 16-7-2008 for construction and marketing of Residential flats / dwelling/units/apartments/houses under Group Housing upon the land referred above. The said Development Agreement is duly registered in the office of Sub-Registrar, Dehradun in Book No.1, Vol. No.2303 page No.9 to 102 as document No.3318 dated 16-7-2008.

AND WHEREAS after acquisition of the land as stated herein above, the **VENDORS**, **INVESTORS** seized and possessed of or otherwise well and sufficiently entitled to the said land applied to Mussoorie Dehradun Development Authority for sanction of building plans for construction of a group housing residential project (hereinafter referred as the Project) on the said land which was sanctioned by the M.D.D.A. Dehradun vide its Plan No.1867/06-07 dated 9-04-2007. Thereafter, the **DEVELOPER** in pursuance of the Development Agreement dated 16-7-2008 and the terms and conditions agreed between the investor and the **DEVELOPER**, developed and constructed a multistoried residential Project under the name and style of "ARBOREA" on the Said Land in accordance with the duly sanctioned plans, comprising of several residential buildings/blocks therein and other common services and facilities being part of the Project. The said residential complex along with facilities & common areas shall

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WHEREAS The Vendors are the owner of land bearing :-

Khasra No. 217 Measuring	1130.00Sq mtrs
Khasra No. 218 Measuring	1010.00Sq mtrs
Khasra No. 205 Measuring	650.00Sq mtrs
Khasra No. 233-M Measuring	535.00Sq mtrs
Khasra No. 234- M Measuring	352.00Sq mtrs
Khasra No. 203 Measuring	700.00Sq mtrs
Khasra No. 204 Measuring	880.00Sq mtrs
Khasra No. 194 Measuring	610.00Sq mtrs
Khasra No. 197 Measuring	730.00Sq mtrs
Khasra No. 202-Ka Measuring	930.00Sq mtrs
Khasra No. 219-Ka Measuring	490.00Sq mtrs
Khasra No. 209-Ka Measuring	585.00Sq mtrs
Khasra No. 209-Kha Measuring	280.00Sq mtrs
Khasra No. 211 Measuring	490.00Sq mtrs
Khasra No. 209-Ka M Measuring	286.43Sq mtrs
Khasra No. 206 Measuring	490.00Sq mtrs
Khasra No. 208 Measuring	490.00Sq mtrs
Khasra No. 213 Measuring	730.00Sq mtrs
Khasra No. 214 Measuring	690.00Sq mtrs
Khasra No. 193 Measuring	1250.00Sq mtrs
Khasra No. 195-Ka Measuring	1160.00Sq mtrs
Khasra No. 196-Ka Measuring	1170.00Sq mtrs
Khasra No. 207 Measuring	490.00Sq mtrs
Khasra No. 215 Measuring	730.00Sq mtrs
Khasra No. 216 Measuring	890.00Sq mtrs
Khasra No. 236 Measuring	40.00Sq mtrs
Khasra No. 236-M Measuring	524.00Sq mtrs

Total Measuring

18312.43SqMtrs

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hereinafter be referred to as "Arborea" / "the said Complex" / "the said Residential Complex."

AND WHEREAS the Vendee was desirous of purchasing an Apartment / Residential Flat No. C-202 in Block-C having covered area of 1836.00 sq. ft. or 170.63 sq. mtr. on Second Floor having super area of approximately 2240.00 sq. ft. or 208.17 sq. mtr. in the said residential complex/ARBOREA situated at Mauza Taria Nagal, Pargana Parwa Doon, Dehradun with proportionate right in land underneath.

(hereinafter called "the Said Apartment" / "the Said Premises"), more fully described in detail in schedule written hereafter, had approached the Vendor, Investor and Developer to buy the Said Apartment / Said Premises and the Vendor, Investor and Developer had agreed to sell the Said Apartment / Said Premises to the Vendee in pursuance to which an Allotment Agreement dated 17th January 2009 was executed between the Vendor, Investor and Developer and the Vendee to purchase the Said Apartment / Premises along with undivided and impartible proportionate share in the land underneath the building/block in which the Said Apartment is situated (herein 'Said Building') and the proportionate share in the common areas of the Said Building including all easmentary rights attached thereto, on the terms and conditions contained in the Allotment Agreement.

AND WHEREAS the Vendee is fully satisfied that the construction has been made in accordance with the drawings, design and specifications as agreed between the Vendee and the Vendor, Investor and Developer vide Allotment Agreement dated 17th January 2009 and has also fully verified and satisfied himself/herself about the soundness of the title of the Vendor and the rights of the Vendor, Investor and Developer as well as all the aspects/promises/representations made in respect of the said Premises/Said Residential complex by the Vendor, Investor and Developer.

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AND WHEREAS the Vendor, Investor and Developer agreed to sell, transfer, convey and assign to the Vendee and the Vendee has agreed to purchase the said apartment / premises, fully described in this deed, with all rights of ingress and egress to and from the said apartment / premises on for a total consideration of Rs. 62,57,514.00 (Rs. Sixty Two Lacs Fifty Seven Thousand Five Hundred and Fourteen Only). The Vendor, Investor and Developer having received the entire sale consideration from the Vendee as per the terms and conditions of the Allotment Agreement and as per the payment plan for sale of the Said Apartment is now executing the present Sale Deed of the Said Apartment in favour of the Vendee along with undivided and impartible proportionate share in the land underneath the said building together with the proportionate share in the common areas of the Said Building on the terms and conditions contained herein.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:

CONSIDERATION

- a. In pursuance of the Allotment Agreement and in consideration of the sum of Rs. 62,57,514.00 (Rs. Sixty Two Lacs Fifty Seven Thousand Five Hundred and Fourteen Only) paid by the Vendee to the Vendors, Investor and Developer (as per the terms and conditions of the Development Agreement dated 16-7-2008), by different Cheques/Drafts/cash, the receipt whereof the Vendor, Investor and Developer hereby admits and acknowledges, and the Vendee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Agreement, referred in the recitals hereinabove, and as such by way of this Sale Deed, the Vendors do

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hereby sells, conveys and transfer the Said Apartment/ Residential Unit No.C-202 in Block-C having covered area of 1836.00 sq. ft. or 170.63 sq. mtr.on Second Floor having super area of approximately 2240.00 sq. ft. or 208.17 sq. mtr.in the said residential complex/ARBOREA situated at MauzaTarlaNagal, ParganaParwaDoon, Dehradun with proportionate right in land underneath more particularly described in Schedule-1 hereunder written, and for greater clearness has been delineated on the plan attached hereto, together with the undivided and impartable proportionate share in the land underneath the Said Building and the proportionate share in the common areas of the Said Building and along with all rights and easements whatsoever necessary for the enjoyment of the Said Apartment together with the right to use the marked covered parking space for Two Car in number specifically earmarked in the Said Project, subject to the exceptions, conditions, that the Vendee shall abide by all reservations, covenants, stipulations and conditions etc.

- b. That except for the said Premises/ Said Apartment along with proportionate land underneath and particularly described hereinabove, the Vendee shall have no right, title or interest in any other portion/part of the said Residential Complex and/or any other premises whether or not a part of the said Residential Complex or which the Vendor, Investor or the Developer may hereafter purchase or any other sale deed which may be executed by the Vendor, Investor or the Developer.

2. POSSESSION

- a That the actual physical, vacant and peaceful possession of the Said Apartment/ Premises has been delivered by the Vendor, Investor and the

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Developer to the Vendee, and the Vendee confirms having satisfied himself/ herself/themselves as to the area of the Said Apartment, quality and extent of construction and the specifications in relation thereto, in all respect whatsoever and the Vendee agrees not to raise any dispute at any time in future. Henceforth, the Vendee shall have no claim of any nature whatsoever against the Vendor, Investor and the Developer on any account including but not limited to any item of work, material, super area calculation, extent of coverage, quality of construction, installations, etc. Further, the Vendee affirms that all short-coming/complain, if any, have been got removed/ resolved and rectified by the Vendor, Investor and the Developer to the complete satisfaction of the Vendee before signing this sale deed.

- b For computation purpose the Super Area means the covered area inclusive of half of the area under common walls between two apartments, full area of the other walls, columns and projections, balconies, cupboards, plus proportionate share in the common areas such as projections, corridors, passages, area under lifts, staircases, entrance lobbies, and other common areas and facilities in the Said Building and/or said Residential Complex.
- c The Vendee gets exclusive possession of the covered area of the Said Apartment. The Vendee shall also have undivided proportionate share in the common areas and facilities within the Said Building. As such, the Vendee shall use such common areas and facilities within the Said Building harmoniously with other occupants and without causing any inconvenience or hindrance to them. Further the use of such common areas and facilities within the Said Building shall always be subject to timely payment of

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maintenance charges as shall be stipulated by the Developer/ Investor/ Maintenance Agency from time to time.

USE OF COMMON FACILITIES

- a. The Vendee shall be entitled to use the general common areas and facilities within the Said Residential Complex, which may be within or outside the foot print of the Said Building earmarked for common use of all the occupants of the Said Residential Complex. As such, the Vendee shall have no right, interest or title in the general common areas and facilities within the Said Residential Complex, which may be within or outside the foot print of the Said Building such as Club, swimming pool, community centre, parking spaces (except if specifically allotted), roads, parks, overhead water tanks, underground water tanks, electric sub-stations, open areas, entrance, pump house, guard rooms, storage area etc., which shall always remain the property of the Vendor and Investor. The right of usage of the general common facilities is subject to the covenants herein and upto date payment of all dues.
- b. Except for the Said Apartment transferred herein alongwith all common easementary rights attached therewith, including common areas and facilities of the Said Building as mentioned in **Schedule-2**, all adjoining area as including the unallotted terrace/roof, **unreserved open and covered parking spaces**, swimming pool, club and facilities therein, storage areas etc., the entire un-allotted/unsold areas of the Said Project, shall remain the property of the Vendor, Investor and the Developer and the same shall always deemed to be in possession of the Vendor, Investor and the Developer.

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USE OF PARKING AREA

4.1 The Vendee shall not cover, construct any structure or encroach upon the open /covered parking specifically earmarked for his/its use. It is so understood that the designated parking space shall always remain attached to the Said Apartment and shall in no case be dealt with in any manner in separation with the Said Apartment. Whenever, the Said Apartment is transferred in any manner, the same shall be inclusive of the transfer of the right to use the designated parking space simultaneously. The Said Parking Space cannot under any circumstances be transferred independently.

5 The Said Apartment is free from all sorts of encumbrances, liens and charges etc. except those created at the request of the Vendee himself/herself/themselves to facilitate his/her/their loan for purchase of the Said Apartment.

6 In-case the Vendee has availed of a loan facility from his employer or financing bodies and/or any other third party to facilitate the purchase of the Said Apartment, then in that case: (a) the terms of the financing agency shall exclusively be binding and applicable upon the Vendee only, (b) the Vendee shall alone be responsible for repayment of dues of the financial institution/agency alongwith interest / penalty accrued thereon or any default in re-payment thereof.

7 The Vendee shall be entitled to sell, mortgage, lease, gift, exchange or otherwise alienate the Said Apartment hereby conveyed to any person(s) subject to the terms contained herein after obtaining a No Objection/No Due Certificate as regards clearance/payment of outstanding maintenance charges payable by the Vendee from the Vendor and Investor or the Residents Association / Maintenance Agency concerned with maintenance of common areas, facilities and services, as the case may be.

8 Whenever the title of the Vendee in the Said Apartment is transferred in any manner whatsoever, the Transferee(s) shall be bound by all covenants and conditions contained in this Sale Deed, Allotment Agreement and the Maintenance Agreement

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etc. and he / she/ they be answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Apartment.

The Vendee shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Said Building, as aforesaid, and the same shall always remain undivided and impartible and unidentified.

CHARGES, LEVIES & TAXES

10.1 The Vendee agrees and undertakes that he/she shall from time to time and at all times pay on demand all existing or to exist in future rents, taxes (municipal tax, property tax, water tax, sewerage tax, service tax other annual taxes) of all and any kind whatsoever charges, levies, impositions and assessments of every description which are now or may at any time hereafter be assessed, charged or imposed upon the Said Lands and/or Building(s) and/or Said Apartment/ Said Premises thereon, as the case maybe, hereby transferred on pro-rata basis, from the date of the Said Agreement and the same shall be payable and be paid by the Vendee in proportion to the super area of the said Premises/ said Apartment in respect of which the Vendor, Investor and the Developer shall make such apportionment, of the monies so payable by the Vendee, and the determination by the Vendor, Investor and the Developer shall be conclusive, final and binding upon the Vendee. All taxes or charges, present or future] (municipal tax, property tax, water tax; sewerage tax, service tax other annual taxes) on the Said Land, Said Project or the Said Apartment levied by any authority from the date of booking shall be borne and paid by the Vendee on pro-rata basis.

10.2 That in case after execution of this Deed, any charges, levies, penalties are levied by the Government or any of its authorities in respect of the said Premises / said Lands / said Building / said Residential Complex the same shall solely be payable by the Vendee to the extent of the super area of the said premises and the Vendor and/or Investor and/or Developer shall have no responsibility in discharge of such levies.

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11.

The Vendee agrees to enter/ has entered into a maintenance agreement with the Vendors/ Investors or any Residential Welfare Association(RWA) and/or nominee/ agency/association(s) or other body (hereinafter referred to as the 'Maintenance Agency') as may be appointed/nominated by the Owners/ Investors for the maintenance and upkeep of the Said Project.

12.

The Vendors/ Investors/Developers shall maintain the Said Building initially for a period of three year from the date of completion of the Said Building till the maintenance is handed over to the Residents Welfare Association (RWA) whichever is earlier. The Vendor/ Investors/ Developer shall transfer the Interest Free Maintenance Security, net of default of maintenance and electricity charges, other charges, Interest etc. to the Residents Welfare Association / Maintenance Agency for maintenance of the Said Building thereafter. The Vendors/ Investors/ Developers may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. The Vendors/ Investors/ Developers reserve the right to entrust the job of maintenance and upkeep of the open areas, common areas facilities of the Said Residential Complex to any agency as they deem fit.

13.

An Interest Free maintenance security (IFMS), towards security for promptly paying the maintenance bills and other charges, shall be payable by the Vendee to the Vendors/ Investors/Developers/ Maintenance Agency as intimated to the Vendee. The amount to be deposited as IFMS will be intimated to the Vendee by the Vendors/ Investors/ Developers/ Maintenance Agency and can be revised from time to time.

14.

The Vendee is liable to pay monthly/quarterly/half yearly/annually maintenance charges as demanded by the Vendors/ Investors/RWA/Maintenance Agency, irrespective whether the Vendee is in occupation of the apartment or not, on or before due date. The Vendors/ Investors/Maintenance Agency reserves the right to enhance the maintenance amount payable by way of further one time, annual or monthly charge. In case of delay in monthly maintenance charges, electricity charges, water charges and other charges within this period, interest @ 24% per annum shall be charged for the period of delay. In case of failure of the Vendee to pay the maintenance

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bill, electricity bill and water bill, other charges on or before the due date, the Vendee is permitting the Vendor/ Investor/Developer/RWA/Maintenance Agency to deny him/her/ them the maintenance services that may include disconnection of water/sewer, power/power backup and debarment from usage of any or all common facilities within the Said Residential Complex. The Vendors/ Investors/ Developers/ RWA/ Maintenance Agency may also, apart from other remedies open to it, restrict or object to the transfer of the Said Apartment by the Vendee.

15. In case of continuous failure of the Vendee to pay the maintenance charges, the Vendors/ Investors / RWA / Maintenance Agency, as the case may be, shall have the right to adjust the amount of outstanding maintenance charges alongwith interest accrued thereon from the IFMS kept with it.

16. The Vendors/ Investors/ Developer is not bound to maintain the Said Building/ Said Residential Complex beyond a period of three year from the date of completion of the same. It is only playing the role of maintenance facilitator till that period. If the Association fails to take over the maintenance after the said period, Vendors/ Investors/Developer is authorized to stop the maintenance and return the IFMS net of default of maintenance charges, other charges, equipment cost etc. and interest to individual Vendee and discontinue maintenance of the Said Residential Complex. If the Vendee fails to accept the said return of IFMS within 15 (fifteen) days of written intimation to such effect, the net of default IFMS shall lie with the Vendors / Investors/ Developer without creating any liability to either provide maintenance or interest on the same.

17. The Vendors/ Investors/ Developer has provided power back-up system to the Said Apartment and to the common services/facilities. The Vendee shall be liable to pay regularly and timely the charges towards electricity consumed by the Vendee through the power supply and the proportionate running cost of power back up system over and above the general maintenance charges, electricity consumed through the power back-up system at such rates, taxes, levies, service charges etc., as determined by the Vendors/ Investors/ Developer/ Maintenance Agency failing which supply of

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- electricity can be discontinued by the Vendors/ Investors/ Developer/Maintenance Agency.
18. The Vendee shall permit the Vendor/ Investor/ Developer and/or Maintenance Agency, its servants and agents with or without workmen and others at all reasonable times to enter into and upon the Said Apartment or any part thereof for the purpose of making, repairing, maintaining, cleaning, lighting and keeping in order, good condition and services, drains pipes, cables, water covers, gutters, wires or other conveniences belonging to or serving or used for the Said Building and also for the purpose of laying down, maintaining, repairing and testing draining and water pipes and electrical wires and for similar purposes. The Vendee shall allow the said Residential complex's maintenance team to have full access to and through his/her/their apartment and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.
19. The Vendee shall not carry on or permit to be carried on, in the Said Apartment any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done therein any act or thing whatsoever which in opinion of the Vendor, Investor or Developer may be a nuisance, annoyance or disturbance to the other owners/occupants of the Said Residential Complex and persons living in the neighborhood.
20. The Vendee shall maintain at his/her/their own costs the Said Apartment including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in the same good condition, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, Rules and Regulations of the Government, or any other competent authorities and local bodies and shall be responsible for all deviation,

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violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions.

21. The Vendee shall not remove any walls of the Said Apartment including load bearing walls and all the walls / structures of the same shall remain common between the Vendee and owners of the adjacent Apartment. Further, the Vendee shall neither himself/herself/themselves do nor permit anything to be done which may cause damage to any part of the adjacent apartment(s) etc.
22. The Vendee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the Said Apartment / Said Residential Complex or on open/covered Car Parking space by the Vendee shall be liable to be removed at his/her/their cost by the Owners/Investor/Developer and/or Maintenance Agency.
23. It shall be incumbent on each Vendee to form and join an Association comprising of the Vendees for the purpose of management and maintenance of the Said Residential Complex. Only common services shall be transferred to the Association. Facilities like parking, shopping, club, storage spaces, community centre, servant rooms, swimming pool, parks etc. shall not be handed over to the Association and will be owned by the Vendors/ Investors/Developer and may be sold to any agency or individual, as the case may be, on any terms as the Vendor/ Investors/ Developer would deem fit. The central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions,

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the same shall be used on such charges as may be prescribed by the Vendor/ Investors/ Developer.

24. **INSURANCE**

- a. That the structure of the Said Building along with lifts, pump houses, generators etc., may be got insured against fire, earth-quake and civil commotion at the expenses of the Vendee by the Vendor/ Investor/ Developer/Maintenance Agency provided all the occupiers of the apartments pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Vendee shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium of any premises or any part of the said building(s) or cause increased premium to be payable in respect thereof. Such charges or increase in premium due to above default shall be borne and paid by the Vendee only.
- b. The Vendee may get insurance of the contents lying in the Said Apartment at his/her/their own cost and expenses. The Vendee shall not keep any hazardous, explosive, inflammable material in the Said Apartment or any part thereof. The Vendee shall always keep the Owners/ Investors or Maintenance Agency or Resident Association harmless and indemnified for any loss and/ or damages in respect thereof.

25. **COVENANTS OF THE VENDEE**

- 25.1 The Vendee may undertake minor internal alterations in his/her/their apartment only with the prior written approval of the Vendor/ Developer/ Investor/Maintenance Agency. The Vendee shall not be allowed to effect any of the following changes/ alterations:

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i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the Said Apartment or any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Vendee will get the same repaired at his/her/their own cost failing which the cost of repair may be deducted from the Vendee's IFMS.

ii) Changes that may affect the facade of the Said Apartment (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)

iii) Making encroachments on the common spaces in the Said Project.

iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Apartment.

25.2

The Vendee shall strictly observe following points to ensure safety, durability and long term maintenance of the building:

i. No changes in the internal layout of a Said Apartment should be made without consulting a qualified structural consultant and without the written permission from the Owners/ Investors.

ii. No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.

iii. All the plumbing problems should be attended by only one qualified or experienced plumber in the Said Building. The Plumbing Network inside the Said Apartment shall not be tampered with or modified in any case.

iv. Use of acids for cleaning the toilets should be avoided.

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- v. All the external disposal services to be maintained by periodical cleaning.
 - vi. No alterations will be allowed in elevation, even of temporary nature.
 - vii. Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licenced electrician.
 - viii. The Vendee shall not cover the balcony/ terrace of the Said Apartment by any structure, whether permanent or temporary.
 - ix. The Vendee should make sure that all water drains in the Said Apartment (whether in terraces, balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
 - x. The Vendee use only allotted parking bay and no other parking areas.
 - xi. In case Vendee rents out the Said Apartment, he/she/they is required to submit all details of the tenants to the maintenance Agency. The Vendee shall be responsible for all acts of omission and commission of his/her/their tenant. The maintenance Agency can object to renting out the Said Apartment to persons of objectionable profile.
 - xii. The Vendee is not allowed to put the grills in the Said Apartment as per individual wish, only the designs approved by the Vendor/ Investors/ Developer will be permitted for installation.
26. That the Vendee shall comply with and carry out from time to time in respect of the said premises all the requirements, requisitions, demands and repairs which are required to be complied with by Urban Development Authority, Municipal Authority, Government or any other competent authority/local bodies in respect of the said premises and the building(s) and land(s) on which the said building(s) is/are standing

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at its own cost and keep the Vendor and/or the Investor and/or the Developer indemnified, secured and harmless against all costs, consequences and all damages, arising on account of delay/non compliance with the said requirements, requisition, demands and repairs as well as comply with all terms of the contract executed prior to this deed with the developer of the complex.

27. That the Vendee agrees and undertakes that the Vendee shall at any time hereafter have no right to object to the Vendor, Investor and the Developer constructing or continuing with the construction at their own cost of the other building(s), adjoining building(s), additional floors to the building in which the said premises is situated or other building(s) on the land which connects the electric, water, sanitary and drainage sources with the existing systems. Further, notwithstanding anything contrary, if any, contained in this conveyance / sale deed or any other document, the terraces of the building(s) on part or whole of the said lands including the walls, shall always be the property of the Vendor, Investor and the Developer and they shall be entitled to use, enjoy and sell the said terraces (including walls and further constructions thereon) for all purposes including display of advertisements, sign boards, open air restaurants or for any other use.
28. The Vendee hereby agrees that the Vendee shall not claim any reduction in price of the said apartment / premises hereby purchased by the Vendee and / or to any compensation or damages on the ground of inconvenience or any other ground. The Vendee also undertakes not to interfere with the construction, if undertaken, in future in any manner whatsoever as stated hereinabove. Further, the Vendee shall also not raise any dispute as regards the share of the land beneath or on any other issue so as to try to delay or stop the construction of additional floor on which the said apartment / premises is constructed. The Vendee shall also not have any right to injunct the Vendor and/or the Investor and /or the Developer or its agents from constructing or selling such other additional floors.
29. That the Vendee shall maintain the said apartment / premises, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto at their own cost and expenses in a good and tenantable repair and condition and ensure that the

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support, shelter etc of the building in which the said premises is located, is not, in any way, damaged or jeopardized and shall not do or cause to be done anything in or to the said building or said premises or the staircases, lifts, shafts and common passages or the compound which may be against rules or bye-laws of the Mussoorie Dehradun Development Authority /any other authority as may be applicable to the said premises nor shall the Vendee change, alter or make additions in or to the said premises or any part thereof which would be violative of any rules, bye-laws of the Municipal Authority or any law for the time being in force, or any rule or notification issued by the local or other authority. The Vendee shall be responsible and shall keep the Vendor as well as the Investor and the Developer properly indemnified for all deviations/violations or breach of any such conditions or laws and rules & regulations committed by it and for any loss or damages arising out of breach of any of these conditions etc.

30. The Vendee agrees and accepts that it shall not raise any dispute or issues in case of any act done or purported to be done by the Vendor, Investor and the Developer in respect of the said lands/ complex till such time that the rights of the Vendee as per this sale deed are not violated.
31. That the Vendee is fully satisfied with the said Apartment / Premises and nothing further remains to be provided to the Vendee in this regard.
32. That the Vendee waives off all its claims against the Vendor, Investor and the Developer in respect of the said Residential Premises / Apartment.
33. That in case of non-observance of this clause or any of the other clauses herein contained and/or in the said agreement, the Vendor/maintenance Agency/RWA shall enter the said apartment/ premises, if necessary and remove/rectify etc the breach at the cost and expenses of the Vendee. The Vendee shall have no objection to this.

34. SECURITY

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That it is in the interest of all the vendees / purchasers / occupiers of the said residential complex that some safeguards be provided to prevent entry of unauthorized person(s) into the main building, including the common areas and to give an effective hand to the said Association / Maintenance Agency to deal with such unlawful entrants / loiterers / Vendor / peddlers etc and also to enable the said Association / Maintenance Agency in particular and vendees / owners / lawful occupants of the various premises in general, to deal more effectively with the security of the building and maintenance of order therein, the entry be regulated. For this purpose, the said Association / Vendor / Investor / Developer / Maintenance Agency shall be free to restrict entry of any one into the building to whom it considers undesirable at the outer gate itself. In case of insistence, the security staff of the building will be at liberty to call upon the Vendee / lawful tenant / occupant to come to the gate and personally escort the person(s) from the gate to their premises and assume the responsibility of escorting them out as well. It is, however, clarified that during day time, this restriction will be exercised sparingly but beyond day time it will be exercised generally. The security services will be without any liability of any kind upon the said Association or the Maintenance Agency. Security costs will be part of the Maintenance Charges.

- a. That the Vendor / Investor / Developer, the said Association, Maintenance Agency or the guards appointed for the security of the said complex shall not be responsible for the safety of goods or any other material or article belonging to the Vendee or any other person connected with or visiting the Vendee, nor the Vendor / Investor / Developer (or any one claiming any rights through the Vendor / Investor / Developer under separate agreements) / said Association / Maintenance Agency shall be liable for any loss or damage or injury to the property lying in or around the said Premises / said Apartment by reason of any theft, fire and/or any other reason whatsoever.
- b. That Vendee agrees and binds itself to pay for water and power consumed in the said premises as per meter installed or billed by the said Association / Maintenance Agency.

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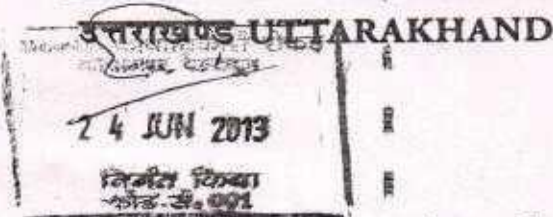
- c. That the Owners / Occupants of the said premises including the Vendee shall, from time to time, sign all applications, papers, documents and do all acts, deeds, and things as the Maintenance Agency / said Association (as the case may be) may require for safe guarding the interests of the Vendor/ Investor/Developer and/or the owners / occupants of the other portions in the said residential complex.
- d. That the said Agreement, the Maintenance Agreement and electricity agreement shall be read together and the terms shall be construed harmoniously. In case of any contradiction or any inconsistency the terms and conditions of this deed shall prevail.
- e. That the Vendee undertakes and agrees that in case the Vendee sells the flat, the subject matter of this deed, then all the terms of this deed, maintenance agreement and the electricity agreement as well as other documents/ agreements executed in respect of the apartment / said premises / said Residential Complex, shall be binding on the incumbent. The Apartment can only be sold upon receiving the no objection certificate from the said Association/ Developer/ Investor/Vendor, which shall be issued provided all the maintenance and electricity charges and all other charges have been paid as on the relevant date.
- f. That in case any provision of this Deed is determined to be void or unenforceable under any applicable law, such provision shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed and to the extent necessary to conform to applicable law and the remaining provisions of this deed shall remain valid and enforceable in accordance with their terms and tenure.
- g. This Deed shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India.

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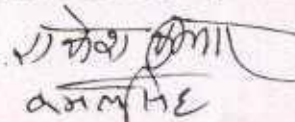


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h. The courts at New Delhi alone shall have sole jurisdiction in all matters arising out of and/or concerning this deed.

i. Any and all disputes arising or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the parties. In the event the disputes, claim and/or differences not being amicably resolved, such disputes shall be referred to the sole arbitrator to be appointed by the Chairman of the Vendor / Investor/ Developer. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time or any rules made thereunder. Each party hereby gives their consent to the appointment of the sole arbitrator as specified herein above and waives any objections that they may have to such appointment or to the award that may be given by the Arbitrator. The venue of the Arbitration shall be New Delhi, India and language of arbitration shall be in English. The parties agree that the decision of the sole arbitrator so appointed shall be final and binding upon the parties. The parties shall bear and pay their own costs, charges and expenses of the said arbitration proceedings. It is hereby clarified that during the arbitration proceedings the parties shall continue to perform their respective rights and obligations under this deed.

35. The provisions of the Uttar Pradesh Apartments Act, as amended from time to time and the Uttar Pradesh Ownership of Flats Rules, and all other rules, regulations, other and statutory laws, as adopted and wherever applicable to the State of Uttarakhand, will be observed and complied with. Further, the Said Project is situated outside the limits of Nagar Nigam, Dehradun. The Project is approved by the MDDA, Dehradun, and the purchaser is purchasing less than 250.00 Sq. Mtrs. of land as such the provisions of Uttaranchal Act No.29 of 2003 are not been contravened and the transfer of the said apartment is in accordance with the provisions of such Act.


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