



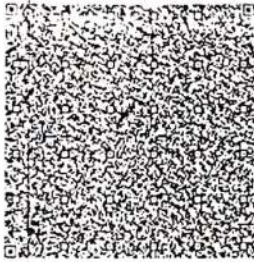
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



Certificate No.	: IN-UP00858313432638N
Certificate issued Date	: 29-Jan-2015 12:42 PM
Account Reference	: NONACC (BK)/ upbobbk02/ GHAZIABAD1/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUPBOBBK0201033255685108N
Purchased by	: MESSERS AROCON REAL ESTATE PVT LTD
Description of Document	: Article 23 Conveyance
Property Description	: LAND AREA 7087 SQ. MTR. GH PLOT NO-2, BLOCK-H, JAIPURIA SUNRISE GREENS, VILL-SHAHPUR BAMHETA, GZB
Consideration Price (Rs.)	: 10,27,62,000 (Ten Crore Twenty Seven Lakh Sixty Two Thousand only)
First Party	: MESSERS SMV AGENCIES PVT LTD
Second Party	: MESSERS AROCON REAL ESTATE PVT LTD
Stamp Duty Paid By	: MESSERS AROCON REAL ESTATE PVT LTD
Stamp Duty Amount(Rs.)	: 51,54,500 (Fifty One Lakh Fifty Four Thousand Five Hundred only)



Verified By

(Chandra Mohan)
Registration Clerk
Sadar-Ist, Ghaziabad

Looked By

(Sanjay Shrivastava)
Sub-Registrar
Sadar-Ist, Ghaziabad

Please write or type below this line

For SMV Agencies Pvt. Ltd

Authorised Signators

For AROCON REAL ESTATE PRIVATE LIMITED

Director

YL 0000031711

Statutory Alert

1. The validity of this Stamp Certificate should be verified at www.shikhaStamp.com. Any discrepancy in the details on this Certificate and as
2. The Government is not responsible for the loss of the certificate.
3. In case of any fraud, any dispute or other, the competent Authority.

1

BRIEF PARTICULAR OF SALE DEED

Nature of property : Residential
Ward / Paragana : Dasna
Mohalla / Village : Shahpur Bamheta
Description of Property : Land admeasuring 7087 sq.mtr. or 0.7087 Hect. pertaining to Khasra Nos. 1441 (Area 0.2140 hect.), 1466 (Area 0.0253 hect.), 1467 (Area 0.0890 hect.), 1468 (Area 0.1010 hect.), 1469 (Area 0.1380 hect.), 1470 (Area 0.1150 hect.), 1471 (Area 0.0264 hect.) falling in plot GH Plot No.2 in H Block in the Township known as "Jaipuria Sunrise Greens", situated at Village Shahpur Bamheta, Ghaziabad.
Area of Property : 7087 Sq. Meter
Status of Road : 24 Meter Wide
Sale Consideration : Rs 10,27,62,000/-
Govt. Circle Rate : Rs. 14500/- per Sq. Meter

PARTICULAR OF VENDOR:-

M/s SMV AGENCIES PVT. LTD., a Company incorporated under the provisions of Company Act, 1956 having its registered office at 1862, Mahalaxmi Market, chandni chowk, Delhi-110006 represented through its Authorized Signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26-12-14 (PAN No. AAACS3405J)

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

102,762,000.00 / 102,762,000.00

विक्रय पत्र

10,000.00

100

10,100.00

5,000

पतिफन

मालियन

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री

मै0 ऐराकोन रियल स्टेट द्वारा इन्द्रजीत सिंह अरोडा

पुत्र श्री

जोगिन्द्र सिंह अरोडा

व्यवसाय व्यापार/अन्य/स्त्री

निवासी म्थायो

एफ-24 पंचशील गार्डन नवीन शाहदरा दिल्ली

अन्यथा पता

ने यह लेखपत्र इस कार्यालय में

दिनांक

30/1/2015

समय

4:47PM

द्वारे नियन्त्रित हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबन्धक, प्रथम
गाजियाबाद
30/1/2015

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्ति धनराशि रु. प्रलेखानुसार उक्त
विक्रेता

क्रेता

श्री मै0 एस0 एम0 वी0 द्वारा शाशंक वाष्णीय
पुत्र श्री राजकुमार वाष्णीय
पेशा व्यापार/अन्य/स्त्री
निवासी 1862 महालक्ष्मी मार्केट चण्डी चौक
दिल्ली



श्री मै0 ऐराकोन रियल स्टेट द्वारा इन्द्रजीत सिंह अरोडा
पुत्र श्री जोगिन्द्र सिंह अरोडा
पेशा व्यापार/अन्य/स्त्री
निवासी एफ-24 पंचशील गार्डन नवीन शाहदरा दिल्ली



ने निष्पादन स्वीकार किया।

निबन्धक प्रह्वान श्री रोशन लाल

पुत्र श्री अशोक कुमार

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील क0 गावाड

पुत्र श्री अमित

पुत्र श्री धर्मपाल

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील क0 गावाड

ने श्री।

पन्थक भद्र साक्षियों के निजान अंगुठे नियमानुसार दिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
संजय श्रीवास्तव
उप निबन्धक, प्रथम
गाजियाबाद

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PARTICULAR OF VENDEE:-

M/S AROCON REAL ESTATE PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at F-24, PANCHSHEEL GARDEN NAVEEN SHAHDARA DELHI-110032 represented through its Director **Mr.INDERJEET SINGH ARORA S/o SH. JOGINDER SINGH ARORA** R/o Flat no 107, Gaur Residency, Chander Nagar, Ghaziabad, U.P authorized vide resolution dated 24/12/2014 (PAN No. AAICA1159K).

SALE DEED

Total Sale Consideration Rs 10,27,62,000/-

Total Stamp Duty Paid Rs 72,10,000/-

The Stamp Duty paid was adjudicated by Shri G. P. SINGH, Assistant Commissioner (Stamp) Ghaziabad vide his Order No. 191 dated 21.01.2015 passed under Section 31 of Indian Stamp Act 1899.

Stamp Duty of Rs. 20,55,500/- has been paid by the Vendee with the Agreement to Sell dated 02.01.2015, Document No. 32 entered into Book No. 1, Volume No. 12603 on pages 157 to 184 Reg. with the Office of Sub-Registrar-I, Ghaziabad, the balance Stamp Duty of Rs. 51,54,500/- has been paid with this Sale Deed.

THIS DEED OF SALE is executed at Ghaziabad on this 30th day of January in the year 2015 by **M/s SMV AGENCIES PVT. LTD.**, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi represented through its Authorized Signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26-12-14 passed by the Board of Directors of the Company, as registered Private Developer and having license from Ghaziabad Development Authority and its constituents **M/s Vibhu Drinks Private Limited** through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no.59 book no. 4, on dt 27.01.2012 duly registered with the office of sub-

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

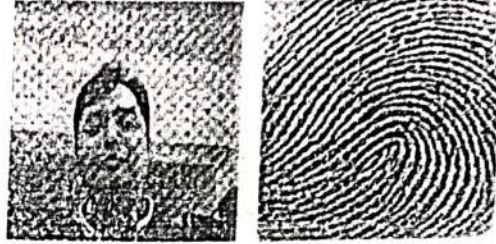
विक्रेता

Registration No.: 627

Year: 2,015

Book No.: 1

0101 म० एरु० एम० वी० द्वारा शाश्वत वापस
राजकुमार बाबू
1862 महालक्ष्मी मार्केट घादनी चौक दिल्ली
व्यापार/अन्तः/रत्नी



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registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 95 book no. 4, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab and **M/s Jaipuria Duro Build Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 62 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s SMV Realtors Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 60, book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Surya Vaibhav Developers Private Limited** through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwvide document no./Vasika no. 64 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwvide document no./Vasika no. 96 book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab, and **M/s Jaipuria Advance Technologies Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 55 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Cosmetics Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 52 book no. 4, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Leo Systems & Software Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 54, book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Exponent Conbuild Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 94, book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab hereinafter referred to as the "Vendor" of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns)

For SMD Agencies Pvt. Ltd.

Authorised Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

क्रेता

Registration No. : 627

Year : 2,015

Book No. : 1

0201 मै0 ऐराकोन रियल स्टेट द्वारा इन्द्रजीत सिंह अरोडा
जोगिन्द्र सिंह अरोडा
एफ-24 पंचशील गार्डन नवीन शाहदरा दिल्ली
व्यापार/अन्तः/स्त्री

[Handwritten Signature]



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IN FAVOUR OF

M/S AROCON REAL ESTATE PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at F-24, PANCHSHEEL GARDEN NAVEEN SHAHDARA DELHI-110032 represented through its Director **Mr.INDERJEET SINGH ARORA S/o SH. JOGINDER SINGH ARORA R/o Flat no 107, Gaur Residency, Chander Nagar, Ghaziabad, U.P** authorized vide resolution dated 24/12/2014 (PAN No. AAICA1159K).

WHEREAS under the leadership of **M/s SMV Agencies Private Limited** (hereinafter referred to as the Lead Party), a Consortium was formed by registered Agreements, consisting various companies inter-alia **M/s Vibhu Drinks Private Limited, M/s Jaipuria Duro Build Private Limited, M/s SMV Realtors Private Limited, M/s Surya Vaibhav Developers Private Limited, M/s Jaipuria Advance Technologies Private Limited, M/s Jaipuria Cosmetics Private Limited, M/s Jaipuria Leo Software and System Private Limited, M/s Exponent Conbuild Private Limited** as constituent company(s), who purchased several pieces of land including the subject matter of this Deed, in Revenue village Shahpur Bamheta Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No.2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to **M/s SMV Agencies Pvt. Ltd.**, as a Private Developer (P.D.) under category 'A' for the purpose Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

For **SMV Agencies Pvt. Ltd.**

Authorized Signatory

For **AROCON REAL ESTATE PRIVATE LIMITED**

Director

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AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.) of the said Township of the Vendor has been sanctioned by the Ghaziabad Development Authority.

AND WHEREAS the Licensee is developing the Township known as Jaipuria Sunrise Greens at Village Shahpur Bamheta, Ghaziabad, U.P. The layout plan of the Township has been approved by the Ghaziabad Development Authority. The said township is divided into various plots for Group Housing and other purposes.

AND WHEREAS the land pertaining to this sale deed is falling in the developed plot GH-02 of the Township known as Jaipuria Sunrise Greens and the layout plan of said plot GH-02 has been sanctioned by the Ghaziabad Development Authority vide its letter Ref. 17/M.P/2014 dated 29.09.2014.

AND WHEREAS as per the Authority/Power given by the other constituent of the consortium, the lead party i.e. M/s SMV Agencies Pvt. Ltd. is entitled to sign & execute Agreement to Sell, Sale Deed and any other deeds, agreements & documents etc. and receive the sale consideration on behalf of constituents.

For SMV Agencies Pvt. Ltd.

Authorised Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director



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AND WHEREAS the lead party i.e. M/s SMV Agencies Pvt. Ltd. has empowered its authorized signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26-12-14 to execute the sale deeds.

AND WHEREAS the Vendee confirms that they have full knowledge and understanding of the Consortium Agreement including the terms and conditions of the License granted by the Ghaziabad Development Authority to the Vendor for setting up an Integrated Township. The Vendee has seen all the documents of title & other papers, agreements, documents etc. pertaining to the said Township and has fully satisfied about the right, title and interest of the Vendor in respect of the land of the Township and they have fully understood all limitations and obligations in respect of it.

AND WHEREAS the Vendor has agreed to sell and transfer land admeasuring **AND WHEREAS** the Vendor has agreed to sell and transfer land admeasuring **7087 sq.mtr. or 0.7087 Hect. Comprising** of Tower No. R-1 as per the approved plan of GH-02 falling in undivided and impartible land bearing Khasra Nos 1441 (Area 0.2140 hect.), 1466 (Area 0.0253 hect.), 1467 (Area 0.0890 hect.), 1468 (Area 0.1010 hect.), 1469 (Area 0.1380 hect.), 1470 (Area 0.1150 hect.), 1471 (Area 0.0264 hect.) falling in GH Plot No. 02 in the Township known as "Jaipuria Sunrise Greens" H Block, situated at village Shahour Bamheta, Ghaziabad, U.P shown and marked in Red colour in the Plan attached hereto (hereinafter referred to as the said Site/Land) with all rights of the said Site/Land to the Vendee free from all kind of encumbrances, charges and liens etc. for total sale consideration amount of **Rs 10,27,62,000/- (Rupees Ten crore Twenty Seven Lac Sixty Two Thousand only)**. To construct and develop the said Site/Land in accordance with sanction layout and to the extent it is depicted on the plan Annexed hereto. It will not be treated as sub division and the Vendee shall not be entitled for constructing the boundary wall making sub division of GH-02 the said land is laying vacant.

For SMD Agencies Pvt. Ltd.

Authorized Signatory

FOR APOLOON REAL ESTATE PRIVATE LIMITED

Director



Rakesh K. Sharma
CHS/SH



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AND WHEREAS the Vendor has represented to the Vendee that the said Site/Land is freehold in nature and they have clear and marketable title in respect of the said Site/Land and free from all kind of encumbrances and has full right, power and authority to sell and transfer the said Site/Land.

AND WHEREAS the Vendee has seen all the documents of titles & other relevant papers/agreements etc. pertaining to the Township including the said Site/Land and has fully satisfied himself / itself about the right, title & interest of the Vendor in respect of the same.

AND WHEREAS the Vendor has decided to sell the said Site/Land to the Vendee absolutely and forever and the Vendee has agreed to purchase the same on following terms and conditions.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER

1. That the Vendee has paid to the Vendor sale consideration of Rs. 4,00,00,000/- (Rupees Four Crore Only) out of Total Sale Consideration of Rs 10,27,62,000/- (Rupees Ten Crore Twenty Seven Lac Sixty Two Thousand only) at the time of Agreement to Sell and remaining consideration of Rs. 6,27,62,000/- (Six Crore Twenty Seven Lac Sixty Two Thousand Only) as full & final payment of Sale Consideration for the said Site/Land, the details of which are given below

For SMA Agencies Pvt. Ltd.

Authorised Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

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S.No	UTR/ Cheque No.	Drawn On	Amount (Rs.)
1	IDIBR52014092010332420	Indian Bank, Indirapuram,	5000000/-
2	IDIBR52014121510648093	Indian Bank, Indirapuram,	10000000/-
3	133829	Indian Bank, Indirapuram,	5000000/-
4	133830	Indian Bank, Indirapuram,	5000000/-
5	133831	Indian Bank, Indirapuram,	5000000/-
6	133832	Indian Bank, Indirapuram,	5000000/-
7	133833	Indian Bank, Indirapuram,	5000000/-
8	IDIBR52015011410769747	Indian Bank, Indirapuram,	10000000/-
9	IDIBR52015011410769775	Indian Bank, Indirapuram,	10000000/-
10	IDIBR52015011410769784	Indian Bank, Indirapuram,	7500000/-
11	IDIBR52015012010785796	Indian Bank, Indirapuram,	4233885/-
12	133837	Indian Bank, Indirapuram,	5000000/-
13	133838	Indian Bank, Indirapuram,	5000000/-
14	133839	Indian Bank, Indirapuram,	5000000/-
15	133840	Indian Bank, Indirapuram,	5000000/-
16	133841	Indian Bank, Indirapuram,	5000000/-
17	133843	Indian Bank, Indirapuram,	5000000/-
	TDS Challan No. 00524	Dt. 10.01.2015	4,00,000/-
	TDS Challan No. 00701	Dt. 30.01.2015	6,28,115/-
		Total	10,27,62,000/-

For SMV Agencies Pvt. Ltd.

Authorised Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

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2. The Vendor does hereby grant, sell, convey and transfer the said Site/Land on ownership basis to the Vendee free from all encumbrances. Now the Vendee is the owner of the said site/land, the Vendee can mortgage the said site/land to avail the loan/finances from the Banks/Financial Institutions for their project.
3. The Vendor as on date has not mortgaged, hypothecated, charged or otherwise alienated any interest in the said Site/Land in favour of any one. The Vendor has neither given any security or surety for any one on the basis of the said Site/Land nor entered into any Agreement of the said Site/Land with anyone else nor is any court case or arbitration or any other legal proceedings pending at any place in respect of the said Site/Land.
4. That the Vendor has assured the Vendee that the said Site/Land is freehold in nature and the same is free from all kinds of charges, liens, mortgages, litigations, disputes, legal defects, encumbrances etc. and the Vendor is fully competent to sell the same
5. That the Vendee confirms that they have satisfied about the right, title and interest of the Vendor in respect of the said Site/Land in the said Township and that they have fully understood all limitations and obligations in respect of it.
6. The Vendor will not be liable and responsible for any unapproved & unauthorized construction to be made on the said Site/Land or in any other manner whatsoever by the Vendee, if any.
7. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendor shall be liable to pay the same for the GH-02 and the entire township before the date of transfer of the said Site/Land. ~~All taxes and~~ duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendee shall be liable to pay the same for the said Site/Land and on pro-rata basis for the entire township after the date of transfer of the said Site/Land.

For SMV Agencies Pvt. Ltd

Authorised Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

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8. The Vendee shall at all time hereinafter indemnify and keep the Vendor and its nominated agency fully indemnified, saved and harmless of, from or against any loss, damages, costs, charges, claims or risk etc. that the Vendor or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of any rule, regulations, bye-laws, Act and any tax liability or for any act of omission or commission of the Vendee or for any other reason whatsoever in respect of the said Site/Land or construction thereon. The Vendee hereby agrees and undertakes to indemnify and keep the Vendor indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is cause due to any reason whatsoever which the Vendor and/or its nominated agency may have to suffer.
9. That the Vendor covenants that this Sale Deed is executed in all entirety, however to the stipulations and covenants herein contained for any future liability of the Vendee and its Allottees, Flat Buyers, Subsequent Transferees etc.
10. That the Vendee shall also be bound to construct earthquake resistant building as per I.S. code.
11. The provisions for rain water harvesting is mandatory to be carried out by the Vendee.
12. The Vendee shall not be allowed to sub divided the said Site/Land in any manner, the Vendee shall be entitled to book the apartment/constructions to its buyers along with the undivided share in land.
13. That Vendee covenants with the Vendor to abide by all the rules, regulations, conditions of approved of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority / State Government / Central Government from time to time and the same shall be binding and applicable upon the Vendee and their Allottees/Flat Buyers / Subsequent Transferees / Residential Welfare Association (RWA)

For SMV Agencies Pvt. Ltd

Authorised Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

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14. That the Vendee and / or their Allottees/Flat Buyers/Subsequent Transferees/RWA shall also be liable to pay to the Vendor (or its nominee/agency as appointed by the Vendor) Township Maintenance Charges as may be determined by the Vendor for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such like series and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the Vendee to incorporate this clause in the Allotment Letters, Agreements to Sell/Flat buyer Agreements and Sale Deeds etc. to be executed by the Vendee in favour of their Allottees/Flat Buyers/Subsequent transferees etc. The said township maintenance charges will be 20% of the prevailing maintenance charges of the flat/ apartment of the said site or as per the prevailing rates for the township maintenance.
15. That the services for effluent drainage from STP and single point electrical load connection shall be provided up to the one common point at boundary of the Plot GH-02 by the Vendor. These services will be completed at least six months before completion of construction of any of its tower by the Vendee and the Vendee shall be responsible for the distribution of the services mentioned above inside the boundary of said Site/Land at its own cost.
16. That the Vendor will provide uninterrupted connectivity to all the inhabitants of the said site/land(on 24 meters wide road at all times and the Vendee and its subsequent transferee(s) will also be allowed to use all the common facilities and other services of the entire H block and other blocks of the township without any hindrance from the Vendor.
17. It is recorded the Vendor has this day delivered the actual physical vacant possessions of the said Site/Land to the Vendee.

For SMV Agencies Pvt. Ltd

Authorised Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

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18. That the parking shall be provided by the Vendee to their Allottees/Flat Buyers as per the plans sanctioned by the GDA in basement/stilt of the building to be constructed at the said Site/Land.
19. That the Vendee shall be entitled to execute the Conveyance /Sale Deed in favour of their Flat Buyers after obtaining the occupancy /completion certificate of the building on the said site/land from the concerned authority/Ghaziabad Development Authority
20. That the Vendee shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed. The rule/regulation of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 or the provisions of any other Act for the time being in force shall be applicable on the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.
21. That the Vendee shall comply all provisions of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 and Rules 2011 framed there under and shall Act as "Promoter" and discharge all the duties, obligations as contained in the said Act.
22. That the Vendee shall be solely responsible for the specifications, material, quality of construction, fixtures and fittings and other things etc. to be used in the Flats/Apartments to be constructed and for all commitment made in this regard to their Allottees / Flat Buyers as well as Subsequent Transferees/RWA. The Vendor shall not be liable and responsible for the same.
23. The Vendor Shall not be liable and responsible for any litigation, dispute, legal matter, claim etc. between the Vendee and their Allottees / Flat Buyers or between the Vendee and any other Agency etc. involved in the connection with said Site/Land or construction thereon including the labour charges, dues, salaries, perks, claims, damages, contract etc. or for any other person or agency.

For SMD Agencies Pvt. Ltd

Authorised Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

14

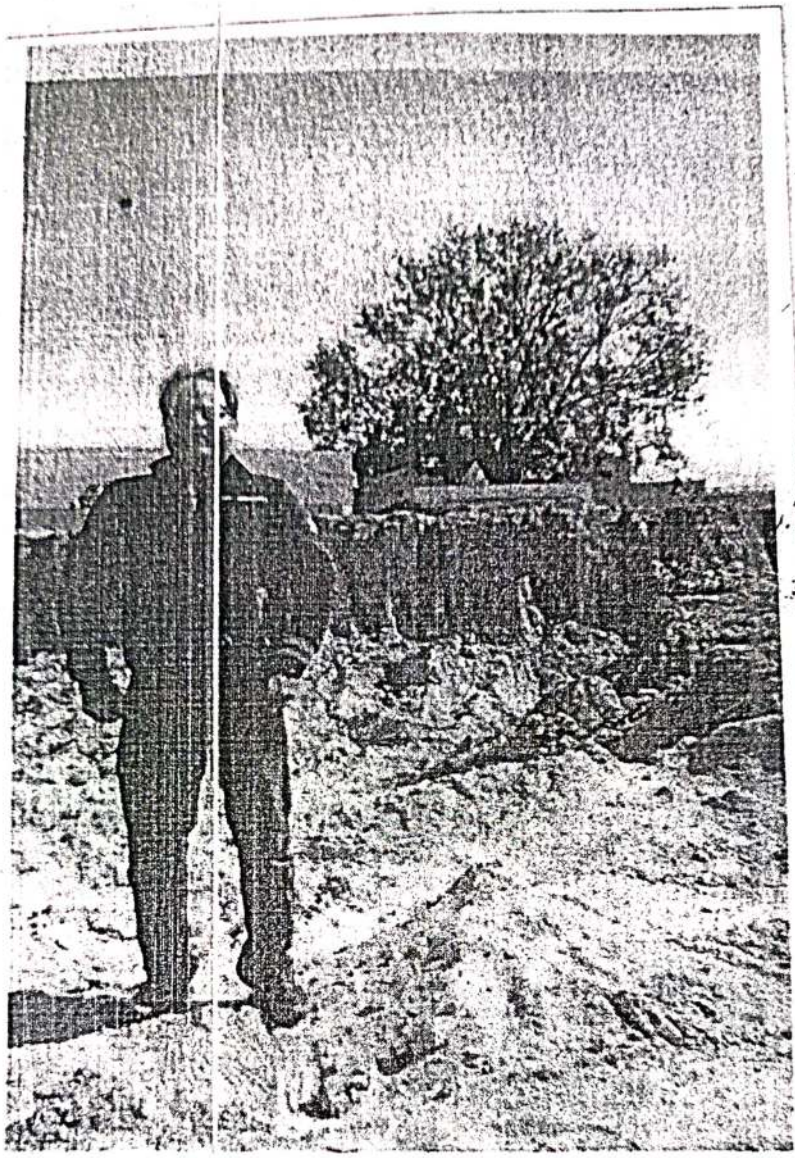
24. The Vendee shall be solely responsible for providing the security and maintenance of the building/infrastructure on the said Site/Land and in the area within the said Site/Land.
25. That the Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any terms of this Deed and of the provision of the law of the land/flats/Apartments and applicable rule, regulations or direction by the competent authorities; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
26. That the Vendee shall be bound by all terms and conditions of this Deed.
27. The Vendee agrees and undertakes to incorporate all the terms & conditions of this Deed in the Allotment Letters, Flat Buyers Agreements, Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall also be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferees/Resident Welfare Association (RWA) jointly and severely.
28. That the expenses towards payment of stamp duty, registration charges, other misc. expenses and incidental charges pertaining to execution and registration of this Sale Deed shall be borne by the Vendee alone and Vendor shall not be liable to pay any part thereon.

For SMD Agencies Pvt. Ltd.

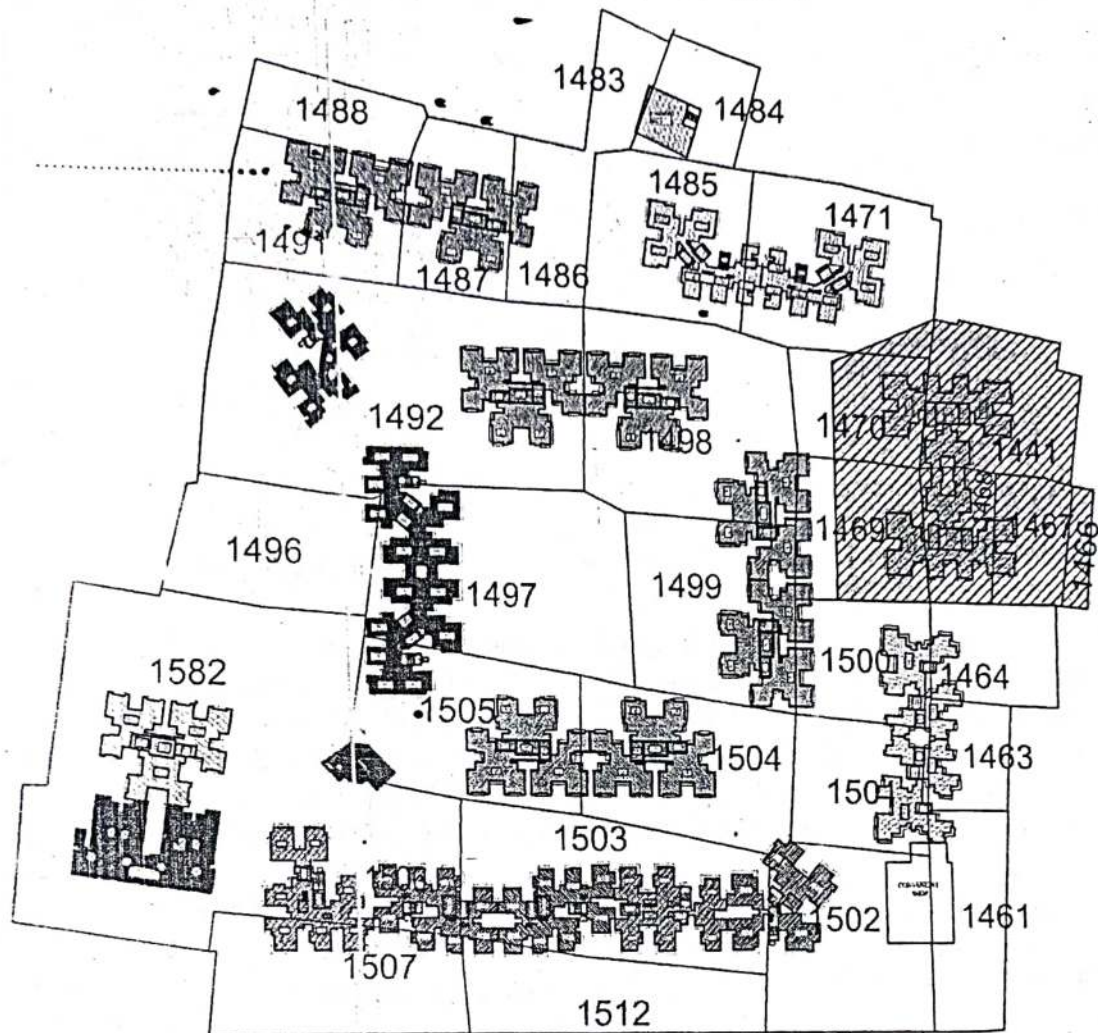
Authorised Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director



THIS MAP IS AN ACCORDANCE TO THE SACNTIONED PLAN
FROM GHAZIABAD DEVELOPMENT AUTHORITY
65/ZONE-5/2014-15,1-07-2014



TOTAL HATCHED AREA-7087 SQ.MT
TOWERS -R1

GH-02 ,JAIPURIA SUNRISE

NOT TO SCALE

For SMD Agencies Pvt. Ltd.

Authorized Signatory
VENDOR

For AROCON REAL ESTATE PRIVATE LIMITED

Director
VENDEE



उत्तर प्रदेश UTTAR PRADESH

15

CK 691718

Attached the stamp paper of Land admeasuring 7087 sq.mtr. or 0.7087 Hect. pertaining to Khasra Nos. 1441 (Area 0.2140 hect.), 1466 (Area 0.0253 hect.), 1467 (Area 0.0890 hect.), 1468 (Area 0.1010 hect.), 1469 (Area 0.1380 hect.), 1470 (Area 0.1150 hect.), 1471 (Area 0.0264 hect.) falling in plot GH Plot No.2 in H Block in the Township known as "Jaipuria Sunrise Greens", situated at Village Shahpur Bamheta, Ghaziabad.

For SMV Agencies Pvt. Ltd.

La. laud
Authorised Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director
Director

कप नम्बर 720 दिवस का ताप 130 JAN 2015

रजिस्ट्रार का कार्यालय प्रयोजन

रजिस्ट्रार का नाम व पूरा पता

रजिस्ट्रार का पता

डा. रमेश चन्द्र शर्मा रि. एल. हे. 29 जन. 2015 (दिनांक) डा. 11
इ. एल. र. (सि. ई.)

सुमित वंशल स्टाम्प विक्रेता

लाइसेंस नम्बर 351

लाइसेंस की अवधि 31 मार्च

रजिस्ट्रार का कार्यालय



16

29. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

IN WITNESS WHEREOF, the Vendor and Vendee have signed and executed this Sale Deed on the day, month year first above written in the presence of the following witnesses.

For SMD Agencies Pvt. Ltd

For AROCON REAL ESTATE PRIVATE LIMITED

Authorized Signatory

Director

VENDOR

VENDEE

WITNESSES :

1.



Rakesh
TEHSIL

2.



Rakesh Kr. Sharma
TEHSIL GHAZI

ROSHAN LAL
S/o Ashok Kumar
Ch. No. 12 Tehsil
Compound GZB.

Amit Kr. Singh
Sh. Dharam Pal
Ch. No. 12, Tehsil Comp., GZB.

DRAFTED BY :-

Rakesh Kumar Sharma

RAKESH KUMAR SHARMA (ADVOCATE)
Registration No. 5294/86, Chamber No. 12,
TEHSIL COMPOUND GHAZIABAD (U.P.)

ए प्रलेख नं 32 धन 20/5 पर प्रदत्त
 स्टाम्प शुल्क रु 20,55,400/-
 तब प्रलेख पर देय स्टाम्प शुल्क दे
 समायोजित किया गया।

भारतीय स्टाम्प अधिनियम की धारा 32 (2) का प्रमाणन

धारा 31 भारतीय स्टाम्प अधिनियम, 1899 के सुसंगत प्राविधानों
 के अन्तर्गत आदेश दिनांक 21.01.2015 के अनुसार प्रश्रुतगत
 विलेख पर रु 72,10,000-का स्टाम्प शुल्क देय पाया गया,
 पक्षकार द्वारा विधिपूर्वक अदा कर दिया गया है।

प्रति
 राजिस्ट्रार गाजियाबाद
 दिनांक 30-01-2015

सहायक आयुक्त स्टाम्प,
 गाजियाबाद।

आज दिनांक

30/01/2015 को

वही सं.

1

जिल्द सं.

12663

पृष्ठ नं.

225

से

258

पर क्रमांक

627

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवारस्तव

उप निबन्धक, प्रथम

गाजियाबाद

30/1/2015



भारतीय स्टाम्प अधिनियम की धारा 32 (2) का प्रमाणन

धारा 31 भारतीय स्टाम्प अधिनियम, 1899 के सुसंगत प्राविधानों के अन्तर्गत आदेश दिनांक
 21.01.2015 के अनुसार प्रश्रुतगत विलेख पर रु 72,10,000-का स्टाम्प शुल्क देय पाया
 गया, जिसमें से पक्षकार द्वारा इकरारनामा महायदा वय सं 32/02.01.15 पर
 20,55,500-तथा शेष रु 51,54,500-विक्रय विलेख पर विधिपूर्वक अदा कर दिया गया है।

दिनांक 30-01-2015

सहायक आयुक्त स्टाम्प,
 गाजियाबाद।



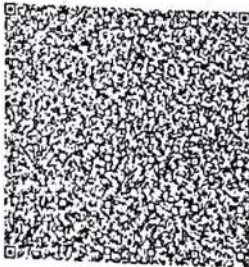
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP00810994249451N
 Certificate Issued Date : 01-Jan-2015 11:27 AM
 Account Reference : SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
 Unique Doc. Reference : SUBIN-UPUPSHCIL0100975774818228M
 Purchased by : MESSERS AROCON REAL ESTATE PVT LTD
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : LAND MEASURING 7087 SQ MTR GH PLOT NO-2 BLOCK-H
 JAIPURIA SUNRISE GREENS VILL-SHAHPUR BAMBETA GZB
 Consideration Price (Rs.) : 10,27,62,000
 (Ten Crore Twenty Seven Lakh Sixty Two Thousand only)
 First Party : MESSERS SMV AGENCIES PVT LTD
 Second Party : MESSERS AROCON REAL ESTATE PVT LTD
 Stamp Duty Paid By : MESSERS AROCON REAL ESTATE PVT LTD
 Stamp Duty Amount(Rs.) : 20,55,500 जयत
 (Twenty Lakh Fifty Five Thousand Five Hundred only)



Verified By

(Chandra Mohan)
 Registration Clerk
 Sadar-Ist, Ghaziabad

Locked By

(Sanjay Shrivastava)
 Registrar
 Sadar-Ist, Ghaziabad

Please write or type below this line.....

For: SMV Agencies Pvt. Ltd.

Manager, Auth. Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

XM 0000363642

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilstamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

2

BRIEF PARTICULAR OF AGREEMENT TO SELL

Nature of property : Residential

Ward / Paragna : Dasna

Mohalla / Village : Shahpur Bamheta

Description of Property : Land admeasuring 7087 sq.mtr. or 0.7087 Hect. pertaining to Khasra Nos. 1441 (Area 0.2140 hect.), 1466 (Area 0.0253 hect.), 1467 (Area 0.0890 hect.), 1468 (Area 0.1010 hect.), 1469 (Area 0.1380 hect.), 1470 (Area 0.1150 hect.), 1471 (Area 0.0264 hect.)... falling in plot GH Plot No.2 in H Block in the Township known as "Jaipuria Sunrise Greens", situated at Village Shahpur Bamheta, Ghaziabad.

Area of Property : 7087 Sq. Meter

Status of Road : 24 Meter Wide

Total Sale Consideration : Rs 10,27,62,000/-

Consideration Paid : Rs. 4,00,00,000/-

Stamp Duty Paid : Rs. 20,55,500/-

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For APOCON REAL ESTATE PRIVATE LIMITED

Director

102,762,000.00

विक्रय अनुबंध विलेख (बिना कब्जा)

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10,000.00

100

10,100.00

5,000

परिफल

मालियत

अग्रिम धनराशि

फॉस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री

श्री 10 एरोकोन रि0 स्टे0प्रा0लि0 द्वारा इन्द्रजीत सिंह अरोडा

पुत्र श्री

जोगिन्द्र सिंह अरोडा

व्यवसाय व्यापार/अन्य/स्त्री

निवासी

एफ-24 पंचशील गार्डन नवीन शाहदरा दिल्ली

अस्थावी पत्नी

ने यह लेखपत्र इस वाचालय में

दिनांक

2/1/2015

समय

4:42PM

वर्गे विद्वान् लेख लिखा



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव

उप निबन्धक, प्रथम

गाजियाबाद

2/1/2015

निष्पादन लेखपत्र वाद मनने व समझने मज्जुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

लिखित

क्रेता

श्री मे0 एस0 एम0 वी0 द्वारा शशांक व बॉय
पुत्र श्री राजकुमार वाबोय
पेशा व्यापार/अन्य/स्त्री
निवासी 1862 महालक्ष्मी मार्केट चौदनी चौक
दिल्ली



श्री मे0 एरोकोन रि0 स्टे0प्रा0लि0 द्वारा इन्द्रजीत सिंह
अरोडा
पुत्र श्री जोगिन्द्र सिंह अरोडा
पेशा व्यापार/अन्य/स्त्री
निवासी एफ-24 पंचशील गार्डन नवीन शाहदरा दिल्ली



ने निष्पादन व्योकार किया ।

जिनके परवान श्री रोशन लाल

पुत्र श्री अशोक कुमार

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील क0 गाबाद

व श्री अमित कुमार

पुत्र श्री धर्मपाल

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील क0 गाबाद

ने क०



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव

उप निबन्धक, प्रथम

गाजियाबाद

3

PARTICULAR OF VENDOR/FIRST PARTY:-

M/s SMV AGENCIES PVT. LTD., a Company incorporated under the provisions of Company Act, 1956 having its registered office at 1862 Mahalaxmi Market, Chandni Chowk, Delhi-110006 represented through its Authorized Signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26-12-14 (PAN No. AAACS3405J).

PARTICULAR OF VENDEE/SECOND PARTY:-

M/S AROCON REAL ESTATE PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at F-24, PANCHSHEEL GARDEN NAVEEN SHAHDARA DELHI-110032 represented through its Director **Mr.INDERJEET SINGH ARORA S/o SH. JOGINDER SINGH ARORA R/o Flat no 107, Gaur Residency, Chander Nagar, Ghaziabad, U.P** authorized vide resolution dated 24/12/2014 (PAN No. AAICA1159K)

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is executed at Ghaziabad on this 02nd day of January in the year 2015 by **M/s SMV AGENCIES PVT. LTD.,** a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi represented through its Authorized Signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26-12-14 passed by the Board of Directors of the Company, as registered Private Developer and having license from Ghaziabad Development Authority and its constituents **M/s VIBHU DRINKS PRIVATE LIMITED** through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no.59 book no. 4, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no. 95 book no. 4, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab and **M/s Jaipuria Duro Build Private Limited** through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no. 62 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s SMV Realtors Private Limited** through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no. 0, book no. 04, on dt 27.01.2012 duly registered with the office

Per SMV Agencies Pvt. Ltd.

Authorized Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

विक्रेता

Registration No.: 32

Year: 2,015

Book No.: 1

0101 मे0 एरा0 एम0 वी0 द्वारा शांकां वाणें
राजकुमार वाणें
1862 महालक्ष्मी मार्केट चांदनी चौक दिल्ली
व्यापार/अन्य/रुकी



4

of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Surya Vaibhav Developers Private Limited** through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwvide document no./Vasika no.64 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwvide document no./Vasika no. 96 book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab, and **M/s Jaipuria Advance Technologies Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 55 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Cosmetics Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 52 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Leo Systems & Software Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 54, book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Exponent Conbuild Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 94, book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab hereinafter referred to as the "**Vendor**" of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns) hereinafter referred to as the **VENDOR/FIRST PARTY** of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns)

IN FAVOUR OF

M/S AROCON REAL ESTATE PVT LTD, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at F-24, PANCHSHEEL GARDEN NAVEEN SHAHDRA DELHI-110032 represented through its Director **Mr. INDERJEET SINGH ARORA S/o SH. JOGINDER SINGH ARORA** Flat no 107, Gaur Residency, Chander Nagar, Ghaziabad, U.P hereinafter referred to as the "**Vendee**" of the Second Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their executors, administrators, successors and assigns).

M/s SMV Agencies Private Limited.

Manager/ Auth. Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

क्रेता

Registration No.

32

Year :

2,015

Book No. :

1

0201 मै0 ऐरोकोन रि0 स्टे0पा0ले0 द्वार इन्द्रजीत सिंह अरोमा

जोगिन्द्र सिंह अरोमा

एफ 24 पंचशील गार्डन नवीन शाहदर दिल्ली

व्यापार/अन्या/रबी



5

WHEREAS under the leadership of M/s SMV Agencies Private Limited (hereinafter referred to as the Lead Party), a Consortium was formed by registered Agreements, consisting various companies inter-alia M/s Vibhu Drinks Private Limited, M/s Jaipuria Duro Build Private Limited, M/s SMV Realtors Private Limited, M/s Surya Vaibhav Developers Private Limited, M/s Jaipuria Advance Technologies Private Limited, M/s Jaipuria Cosmetics Private Limited, M/s Jaipuria Leo Software and System Private Limited, M/s Exponent Conbuild Private Limited as constituent company(s), who purchased several pieces of land including the subject matter of this Agreement, in Revenue village Shahpur Bamheta Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No.2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to M/s SMV Agencies Pvt. Ltd., as a Private Developer (P.D.) under category 'A' for the purpose Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.) of the said Township of the VENDOR/FIRST PARTY has been sanctioned by the Ghaziabad Development Authority.

AND WHEREAS the Licensee is developing the Township known as Jaipuria Sunrise Greens at Village Shahpur Bamheta, Ghaziabad, U.P. The layout plan of the Township has been approved by the Ghaziabad Development Authority. The said township is divided into various plots for Group Housing and other purposes.

AND WHEREAS the land pertaining to this Agreement is falling in the developed plot GH-02 of the Township known as Jaipuria Sunrise Greens and the layout plan of said plot GH-02 has been sanctioned by the Ghaziabad Development Authority vide its letter Ref. 17/M.P/2014 dated 29.09.2014.

For SMV Agencies Pvt. Ltd.

Manager/Auth. Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

6

AND WHEREAS as per the Authority/Power given by the other constituent of the consortium, the lead party i.e. M/s SMV Agencies Pvt. Ltd. Is entitled to sign & execute Agreement to Sell without possession, Sale Deed and any other deeds, agreements & documents etc. and receive the sale consideration on behalf of constituents.

AND WHEREAS the lead party i.e. M/s SMV Agencies Pvt. Ltd. Has empowered its authorized signatory **Mr. Shashank Varshney S/o Shri Rajkumar Varshney** authorized vide resolution dated 26-12-14 to execute this agreement.

AND WHEREAS the Vendee/Second Party confirms that they have full knowledge and understanding of the Consortium Agreement including the terms and conditions of the License granted by the Ghaziabad Development Authority to the VENDCR/FIRST PARTY for setting up an Integrated Township. The Vendee/Secord Party has seen all the documents of title & other papers, agreements, documents etc. pertaining to the said Township and has fully satisfied about the right, title and interest of the VENDOR/FIRST PARTY in respect of the land of the Township and they have fully understood all limitations and obligations in respect of it.

AND WHEREAS the VENDOR/FIRST PARTY has agreed to sell and transfer land admeasuring 7087 sq.mtr. or 0.7087 Hect. Comprising of Tower No. R-1 as per the approved plan of GH-02 falling in undivided and impartible land bearing Khasra Nos 1441 (Area 0.2140 hect.), 1466 (Area 0.0253 hect.), 1467 (Area 0.0890 hect.), 1468 (Area 0.1010 hect.), 1469 (Area 0.1380 hect.), 1470 (Area 0.1150 hect.), 1471 (Area 0.0264 hect.) falling in GH Plot No. 2, H Block, in the Township known as "Jaipuria Sunrise Greens" situated at village Shahpur Bamnala, Ghaziabad, U.P. shown and marked in Red colour in the Plan attached hereto (hereinafter referred to as the said Site/Land) with all rights of the said Site/Land to the Vendee/Second Party for total sale consideration amount of Rs 10,27,62,000/- (Rupees Ten Crore Twenty Seven Lakh Sixty Two Thousand only). To construct and develop the said Site/Land in accordance with sanction layout and to the extent it is depicted on the plan Annexed hereto. It will not be treated as sub division and the Vendee/Second Party shall not be entitled for constructing the boundary wall making sub division of GH-02, the said land is laying vacant.

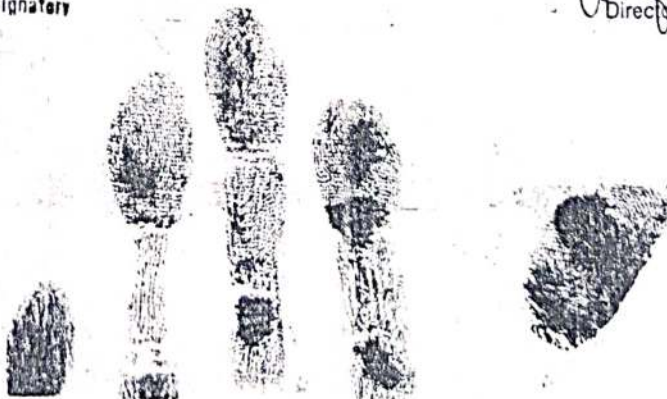
For SMV Agencies Pvt. Ltd.

Manager Auth. Signatory



For AROCON REAL ESTATE PRIVATE LIMITED

Director



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AND WHEREAS the VENDOR/FIRST PARTY has represented to the Vendee/Second Party that the said Site/Land is freehold in nature and they have clear and marketable title in respect of the said Site/Land and has full power and authority to sell and transfer the said Site/Land.

AND WHEREAS the VENDEE/SECOND PARTY has seen all the documents of titles & other relevant papers/agreements etc. pertaining to the Township including the said Site/Land and has fully satisfied himself / itself about the right, title & interest of the VENDOR/FIRST PARTY in respect of the same.

AND WHEREAS the VENDOR/FIRST PARTY has decided to sell the said Site/Land to the VENDEE/SECOND PARTY absolutely and forever and the VENDEE/SECOND PARTY has agreed to purchase the said site/land.

AND WHEREAS the possession of the said site/Land will be handed over to the Vendee/Second Party by the Vendor/First Party only after the execution of the sale deed

NOW, THEREFORE, THIS AGREEMENT TO SELL WITNESSETH AS UNDER :-

1. That the VENDOR/FIRST PARTY is agreed to sell and VENDEE/SECOND PARTY is agreed to purchase all rights, titles, interest in the said site/land for a total sale consideration of Rs 10,27,62,000/- (Rupees Ten Crore Twenty Seven Lakh Sixty Two Thousand only).

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director



2. That the VENDEE/SECOND PARTY has paid a sum of Rs. 4,00,00,000/- (Rs. Four Crore only) as advance to the VENDOR/FIRST PARTY as per the details given below, the receipt whereof VENDOR/FIRST PARTY hereby admits and acknowledges.

S.No	UTR/ Cheque No.	Drawn On	Amount (Rs.)
1	DIBR 52014092010332420	Indian Bank	50,00,000/-
2	DIBR 52014121510648093	Indian Bank	1,00,00,000/-
3	Ch. No. 133829	Indian Bank	50,00,000/-
4	Ch. No. 133830	Indian Bank	50,00,000/-
5	Ch. No. 133831	Indian Bank	50,00,000/-
6	Ch. No. 133832	Indian Bank	50,00,000/-
7	Ch. No. 133833	Indian Bank	50,00,000/-

3. That the balance sale consideration amount of Rs. 6,27,62,000/- (Rs. Six Crore Twenty Seven Lac Sixty Two Thousand only) will be paid by the VENDEE/SECOND PARTY to the VENDOR/FIRST PARTY at the time of execution of sale deed.
4. That the Vendor/First Party has mortgaged certain portion of the said site/land with Punjab and Sind Bank and both the Parties have agreed to execute the sale deed after the issuance of NOC/No Dues from the bank regarding the said site/land. It is the responsibility of the VENDOR/FIRST PARTY to obtain the NOC/No Dues from the Bank at its risk and cost.
5. That the sale deed of the said site/land will be executed and registered within 1 months from intimating by the Vendor/First Party to the Vendee/Second Party regarding obtaining and issuance of NOC/NO Dues from the bank.

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

6. That the VENDEE/SECOND PARTY confirms that they have satisfied themselves about the right, title and interest of the VENDOR/FIRST PARTY in respect of the said Site/Land in the said Township and that they have fully understood all limitations and obligations in respect of it.
7. That the both the parties shall not do any act deed or thing creating any charge lien or encumbrance in respect of the said site/land during the subsistence of this agreement.
8. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the VENDOR/FIRST PARTY shall be liable to pay the same for the GH-02 and the entire township before the sale deed of the said Site/Land. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be, the VENDEE/SECOND PARTY shall be liable to pay the same for the said site/Land and on pro-rata basis for the entire township after the date of sale deed of the said Site/Land.

9. COVENANT AND CONDITIONS SHALL BE THE PART OF AGREEMENT TO SELL

- 9.1. The VENDEE/SECOND PARTY shall at all time hereinafter indemnify and keep the VENDOR/FIRST PARTY and its nominated agency fully indemnified, saved and harmless of, from or against any loss, damages, costs, charges, claims or risk etc. that the VENDOR/FIRST PARTY or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of any rule, regulations, bye-laws, Act and any tax liability or for any act of omission or commission of the VENDEE/SECOND PARTY or for any other reason whatsoever in respect of the said Site/Land or construction thereon. The VENDEE/SECOND PARTY hereby agrees and undertakes to indemnify and keep the VENDOR/FIRST PARTY indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is caused due to any reason whatsoever which the VENDOR/FIRST PARTY and/or its nominated agency may have to suffer.

For SMV Agencies Pvt. Ltd.

Manager/Auth. Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

- 9.2. That the VENDEE/SECOND PARTY shall be bound to construct earthquake resistant building as per I.S. code.
- 9.3. The provision of rain water harvesting are mandatory to be carried out by the Vendee/Second Party.
- 9.4. The VENDEE/SECOND PARTY shall not be allowed to sub divide the said Site/Land in any manner.
- 9.5. That VENDEE/SECOND PARTY covenants with the VENDOR/FIRST PARTY to abide by all the rules, regulations, conditions of approved of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority / State Government / Central Government from time to time and the same shall be binding and applicable upon the VENDEE/SECOND PARTY and their Allottees/Flat Buyers/ Subsequent Transferees / Residential Welfare Association (RWA).
- 9.6. That the VENDEE/SECOND PARTY and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA shall also be liable to pay to the VENDOR/FIRST PARTY (or its nominee/agency as appointed by the VENDOR/FIRST PARTY) Township Maintenance Charges as may be determined by the VENDOR/FIRST PARTY for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such like series and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the VENDEE/SECOND PARTY to incorporate this clause in the Allotment Letters, Agreements to Sell/Flat buyer Agreements and Sale Deeds etc. to be executed by the VENDEE/SECOND PARTY in favour of their Allotees/Flat Buyers/Subsequent transferees etc. The said township maintenance charges will be 20% of the prevailing maintenance charges of the flat/ apartment of the said site or as per the prevailing rates for the township maintenance.

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

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- 9.7. That the services for effluent drainage from STP and single point electrical load connection shall be provided up to the one common point at boundary of the Plot GH-02 by the VENDOR/FIRST PARTY. These services will be completed at least six months before possession of the flat to the first flat buyer of any tower by the VENDEE/SECOND PARTY and the VENDEE/SECOND PARTY shall be responsible for the distribution of the services mentioned above inside the boundary of said Site/Land at its own cost.
- 9.8. That the VENDOR/FIRST PARTY will provide uninterrupted connectivity to all the inhabitants of the said site/land (On 24 meters wide road) at all times and the VENDEE/SECOND PARTY and its subsequent transferee(s) will also be allowed to use all the common facilities and other services of the entire H block and other blocks of the township without any hindrance from the VENDOR/FIRST PARTY.
- 9.9. That the parking shall be provided by the VENDEE/SECOND PARTY to their Allottees/Flat Buyers as per the plans sanctioned by the GDA in basement/stilt of the building to be constructed at the said Site/Land.
- 9.10. That after the execution and registration of the sale deed of the said site/land in favour of VENDEE/SECOND PARTY, the VENDEE/SECOND PARTY after obtaining the occupancy/completion certificate of the building on the said site/land from the concerned authority/Ghaziabad Development Authority shall be entitled to execute the Conveyance /Sale Deed in favour of their Flat Buyers.
- 9.11. That the VENDEE/SECOND PARTY shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed. The rule/regulation of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 or the provisions of any other Act for the time being in force shall be applicable on the VENDEE/SECOND PARTY and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

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11. That the VENDEE/SECOND PARTY shall be bound by all terms and conditions of this Agreement.
12. That it is hereby expressly provided and agreed by the parties hereto that both parties entitled to enforce specific performance of this agreement against each other in case of breach of any condition mentioned in this agreement.
13. That the expenses towards payment of stamp duty, registration charges, other misc. expenses and incidental charges pertaining to execution and registration of this Agreement shall be borne by the VENDEE/SECOND PARTY alone and VENDOR/FIRST PARTY shall not be liable to pay any part thereon.
14. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Agreement.

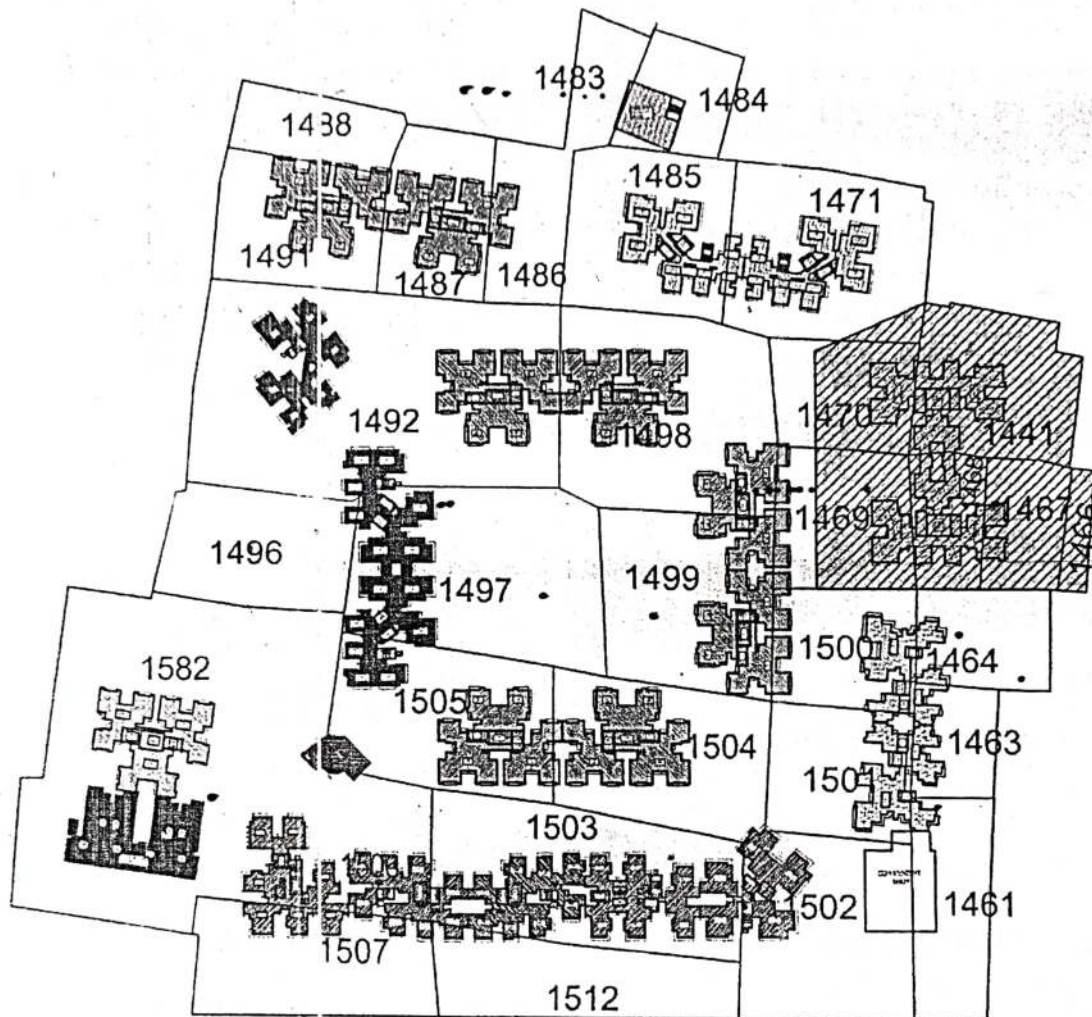
For SMV Agency Pvt. Ltd.

Ministry of Health, Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

THIS MAP IS AN ACCORDANCE TO THE SACNTIONED PLAN
FROM GHAZIABAD DEVELOPMENT AUTHORITY
65/ZONE-5/2014-15,1-07-2014



TOTAL HATCHED AREA-7084 SQ.MT

TOWERS -R1

GH-02, JAIPURIA SUNRISE

NOT TO SCALE

For DMV Agencies Pvt. Ltd.

Manager/Auth. signatory

VENDOR

For AROCON REAL ESTATE PRIVATE LIMITED

Director

VENDEE

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IN WITNESS WHEREOF, the VENDOR/FIRST PARTY and VENDEE/SECOND PARTY have signed and executed this Agreement on the day, month year first above written in the presence of the following witnesses.

For SMV Agencies Pvt. Ltd.

Manager/Aut. Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

VENDOR/FIRST PARTY

VENDEE/SECOND PARTY

WITNESSES :-



Rakesh K. Sharma
ADVOCATE
TEHSIL GHAZIABAD



Rakesh K. Sharma
ADVOCATE
TEHSIL GHAZIABAD

ROSHAN LAL
S/o Ashok Kumar
Ch. No. 12 Tehsil
Compound GZB.

Amit Kr. Singh
Sh. Dharam Pal
Ch. No. 12, Tehsil Com., GZB.

DRAFTED BY :-

RAKESH KUMAR SHARMA (ADVOCATE)
Registration No. 5294/86, Chamber No. 12,
TEHSIL COMPOUND GHAZIABAD (U.P.).

दिनांक

02/01/2015 को

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रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


संजय श्रीवास्तव

उप निबन्धक, प्रथम

गाजियाबाद

2/1/2015

