



2591-0

## PARKER ESTATE DEVELOPERS PVT. LTD.



308, GD-ITL Tower, B-08, Netaji Subhash Place,  
Pitam Pura, New Delhi-110 034  
Tel. : 47002040, 47002030 Fax : 27351316  
E-mail : parkerestate@yahoo.co.in  
Website : www.parkerestate.com

Mrs. Meenu Kanodia  
W/o Mr. Chetan Kanodia  
R/o 213 A, Guru Nanak Marg,  
Kewal Park, Azad Pur,  
Delhi - 110033

Ref. No. : P--109/1

### Subject : Provisional Allotment

Sir/Madam,

We welcome you to PARKER Family and intimate that Unit No.....2114.....  
on .... 11<sup>th</sup> .. Floor in Tower No ... 2<sup>nd</sup> ... is provisionally allotted to you as per choice.

This is for your information, please.

Thanking you,

Yours faithfully,

Authorized Signatory

M/s Parker Estate Developers Pvt. Ltd.





2588-0



## PARKER ESTATE DEVELOPERS PVT. LTD.

410, D-Mall, Netaji Subhash Place, Pitam Pura,  
New Delhi-110034 Tel: 011-47002030, 47002040  
Fax: 011-27351316 Email: info@theparkergroup.in  
Website: www.parkersuites.com, www.theparkergroup.in

Date: 30.03.2013

### POSSESSION CERTIFICATE

#### POSSESSION CERTIFICATE FOR FLAT IN PARKER RESIDENCY AT SECTOR-61, KUNDLI, SONEPAT, HARYANA

This is to certify that MRS. MEENU KANODIA W/O MR. CHETAN KANODIA has been allotted Unit No. 2114 on 11<sup>TH</sup> Floor in Tower No. 2<sup>ND</sup> in Parker Residency at Sector-61, Kundli, Sonapat, Haryana and have taken physical possession of above unit on 30/03/2013 in good condition. That you shall impose a condition in the allotment / possession letter that the allottee shall used compact fluorescent Lamps (CFL) for internal lighting, so as to conserve energy. We have settled our account with Parker Estate Developers Pvt. Ltd. for Unit No. 2114 and shall have no further claim against the company.

Handed Over By

(Authorized Signatory)

Parker Estate Developers Pvt. Ltd.

Taken Over BY

MRS. MEENU KANODIA

I have taken over the  
Possession of Flat No. 2114

Signature Meenu Kanodia



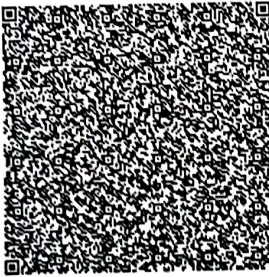


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## Government of National Capital Territory of Delhi

## e-Stamp

Certificate No. : IN-DL72120064714102M  
 Certificate Issued Date : 28-Jun-2014 01:07 PM  
 Account Reference : IMPACC (IV)/ dl885903/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL88590341057804412483M  
 Purchased by : MOHAN  
 Description of Document : Article Others  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 : (Zero)  
 First Party : JAVIER MANAGEMENT SERVICES PVT LTD  
 Second Party : Not Applicable  
 Stamp Duty Paid By : JAVIER MANAGEMENT SERVICES PVT LTD  
 Stamp Duty Amount(Rs.) : 50  
 : (Fifty only)



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

**MAINTENANCE AGREEMENT**

This Maintenance Agreement has been executed at New Delhi on this      day of June ,2014.  
**Between**

**M/s. Javier Management Services Pvt. Ltd.**, a company registered under the Companies Act, 1956, having its registered office at AG-32, Sanjay Gandhi Transport Nagar, Delhi-110042, through its Authorized Signatory.

(Hereinafter referred to as the "**Maintenance Company**", which expression shall, unless repugnant to the context or meaning thereof, include its representatives, successors, liquidators and assignees) of the **One Part**.

**AND**

**MRS. MEENU KANODIA W/O SH. CHETAN SWAROOP** R/O 213 A, GURU NANAK MARG, KEWAL PARK, AZADPUR, DELHI-110033 (Hereinafter single/jointly, as the case may be, referred to as the "**said User**", which expression shall, unless repugnant to the context or meaning

**Statutory Alert:**

1. The authenticity of this Stamp Certificate can be verified at "www.shcilestamp.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 **Authorized Signatory**
3. In case of any discrepancy please inform the Competent Authority.



thereof, include his/her/their respective heirs, executors, administrators, legal representative, successors and assignees) of the **Other Part**.

**WHEREAS** the M/s. Parker Estate Developers Pvt. Ltd., a company registered under the Companies Act, 1956, having its registered office at 410, D-MALL, Netaji Subhash Place, Pitam Pura, Delhi-110034 (Hereinafter referred to as Builder) has constructed and developed a residential complex namely 'Parker Residency' at Sector-61, Village Rasoi, G.T. Road, Kundli, Sonapat, Haryana (hereinafter referred to as the '**said Complex**') on the land after taking license from the Director, Town and Country Planning, Chandigarh, Haryana.

**AND WHEREAS** the said User has executed a Conveyance Deed / Builder Buyer Agreement (hereinafter referred to as the '**Said Agreement**') on **22ND JUNE, 2009** for purchase of the Unit No. **2114**, on **11th** floor having a super area approximately 3500 sq. ft. ( 325.28 sq. meter approx.) with the Builder. (Hereinafter referred to as the '**Said Unit**').

**AND WHEREAS** the said Agreement executed by the said user contained a clause, whereby the said user had authorized the Builder to nominate any agency(s), from time to time, for maintenance and upkeep of the said Residential Complex and had agreed that the said Maintenance company(s) shall also have the option either to carry out the maintenance and up-keep work in the said Residential Complex either on its own or to further assign/sub-contract the said work to any other agency(s).

**AND WHEREAS** in pursuance of the above and upon the said User agreeing and assuring the BUILDER for abiding by the terms and conditions of this Agreement and for making timely payment of all dues of the Maintenance company, as and when demanded, the BUILDER has appointed the Maintenance Company to undertake the maintenance and upkeep of the said Residential Complex, on the terms and conditions as recorded hereunder.

**WHEREAS** the BUILDER has appointed the Maintenance Company for all kind of maintenance work regarding the said complex through the execution of an Agreement Dated 06<sup>th</sup> February, 2012 In that agreement the BUILDER has given all rights and obligations with respect to the maintenance work of the said complex, which includes but not limited to housekeeping of all common areas including atrium, walkways, staircase, terraces, utility services, all open spaces, basements, common toilets, drain, sewerage system, lifts, generators, swimming pool, club house, central park, common signage, rainwater harvesting, garbage disposal, pest control, lighting in common area including basement, parking, watch and ward, cleaning of all glass facades, up keeping of structure, maintenance of all work involved in horticultural, landscaping, electrical, firefighting, plumbing, effluent treatment plant, etc. to the Maintenance Company. The Maintenance Company has all the rights to do all the above said work by itself or can nominate any other agency/company for all or a particular task, at its sole discretion, without any permission/approval being required from the BUILDER or the Said User in this behalf.

**AND WHEREAS** the User/Owner has agreed to pay Maintenance Charges @ **Rs. 1.75/-** (Rupee One and Seventy Five Paise only) per square ft. or at such other rate as may be fixed by the Maintenance Company from time to time, on the super area in the said Unit.

**AND WHEREAS** the Maintenance Company has agreed to provide the operation/maintenance services to the User/Owner on the assurances that he shall abide by the terms and conditions of this Agreement and shall promptly pay the bills raised by the Maintenance Company, the parties have now decided to execute this Agreement on the terms and conditions recorded hereunder.

For Jawar Management Services Pvt. Ltd.

Authorized Signatory

*[Handwritten Signature]*



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

**1. DURATION OF OPERATION/MAINTENANCE AGREEMENT:**

Maintenance Company shall provide operation/maintenance services as per the scope of operation/Maintenance services as set out in Clause (2) for such period as per terms settled between Builder and maintenance company. It is always the scope of Builder to appoint any agency/ company for the maintenance work of the said complex at its sole discretion unless otherwise the work of providing operation/maintenance services is earlier handed over by Builder to Association of Premises Owners. The User shall pay maintenance charges from the date of as applicable and demanded by the company.

2. SCOPE OF TOTAL MAINTENANCE SERVICES TO BE PROVIDED BY THE MAINTENANCE COMPANY:

The Maintenance Company shall provide the total maintenance as well as operation services in the said complex, in respect of the facilities and equipments inclusive of general and administrative overheads (including salaries, wages, etc.) detailed below:

- a) Maintenance and operation of all equipment and structures including the equipment and structure for supply and distribution of electric energy to all occupants, including the said user, of the said complex under the bulk supply and distribution system such as sub-stations, sub-meters, wires, channels, etc., smoke detection, sewerage system, lifts, and escalators, generators, fire fighting equipments, pump(s), transformers, DG Sets, escalators, elevators, effluent treatment system, water supply system including, water pipes, water tanks, Sum Pumps, L.T. Panel room, H.T. Panel Room and other services in the basement of the said plot of land/said Residential Complex . The bulk supply and distribution system of electrical energy shall be handled by Maintenance Company or if Maintenance company so decides at its sole discretion, by any other person to whom this work may be handed over by Maintenance Company.
- b) Maintenance and/or the operation, as the case may be, of the common areas and various facilities and equipments therein.
- c) Maintenance and/or the operation, as the case may be, of the basement and various facilities and equipments therein.
- d) Maintenance and operation of car parking spaces in the basement or in any other part of the said complex or the said plot of land.
- e) Maintenance and/or the operation, as the case may be, of open spaces within and around the boundary wall of the said plot such as maintenance of compound wall, landscaping in and around the boundary wall, electrification of the said plot, , roads, paths & other services etc. within and around the boundary wall of the said plot.
- f) Security services in respect of common areas and the basement of the said complex and open areas of the said plot. However, it is made clear to the said user that the security and safety of the said unit shall solely be the responsibility of the said user and it shall take all measure that may be deemed necessary for the said purpose, including but not limited to keeping the said unit in proper lock and key, checking security measures within the said unit, taking insurance

For Javier Management Services Pvt. Ltd.

**Authorised Signatory**

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covers for contents of the said unit etc. It is further made clear that the Maintenance company shall not be liable on any account, whatsoever, in case of any loss, damage, fire, theft, break of security etc. within /to the said unit.

- j) Insurance of the said complex, various equipments and structures in the said complex and the said plot. However, the occupants of the said complex, including the said user, shall be solely responsible for insuring the contents within their respective premises at their own cost, risk and responsibility.
- a) The operation/maintenance charges and all other charges by whatever name called/levied/leviable by the DTCP, HUDA or any other authority, forums, owners' associations or assignee(s) of the BUILDER etc. in respect of the said complex and or for operation, maintenance and management of the wherein the said complex is situated shall be charged by the said maintenance agency from the user of units in the said complex.
- i) Any government taxes/duties levied on the maintenance agency in respect of the operation/ maintenance work in the said complex shall be charged by the maintenance agency from the user of units in the said complex.
- j) Any other services as may be deemed necessary by the Maintenance Company in its sole discretion from time to time.

It is clarified by Maintenance Company and understood by the said user that the entire overheads including cost of all items & equipments used in maintenance, salaries and wages etc. incurred/allocable in connection with the above services shall form part of maintenance expenditure. The total operation/maintenance services shall be provided in terms of this agreement and this agreement shall be read in consonance and not in derogation of the said Agreement.

### 3. MAINTENANCE CHARGES.

The maintenance charge shall define and computed in the manner provided herein below:

- i. The maintenance charges shall be computed by taking into account the entire cost incurred by Maintenance company for rendering total operation/maintenance services, as aforesaid, including the cost of electrical energy paid by Maintenance company to the government nominated agency/company which will provide electricity to the said complex and /or the cost of operating (including fuel etc) and maintaining standby DG Set(s) and deducting there from actual receipts from billing of electrical energy to all the users /occupants to the said complex on account of electrical energy consumed inside their respective said premises. The resultant net expenditure multiplied by 1.2 times shall be treated as Operation/maintenance charges and billed to individual occupants in proportion to the super area of their respective units.
- ii. Maintenance company shall bill for the consumption of electrical energy inside the said unit based on number of units consumed as indicated by the (dual metering system) meter(s) installed in the said unit at the rates (which shall correspond to the rates charged by HARYANA ELECTRICAL AUTHORITY to its direct consumers) falling in the schedule of tariff as applicable from time to time to the said unit. Maintenance Company shall also bill for the consumption of generated electrical energy inside the said unit based on number of units consumed as indicated by meter(s) installed in the said unit at the rate worked out on the basis of cost of generation of electrical energy at the prevailing price of HSD in the City. The bill shall also include meter hire charges and a minimum

For Javier Management Services Pvt. Ltd.

Authorised Signatory

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demand charge if the consumption falls below the minimum demand as per Scheduled of Tariff applicable from time to time. The bills for consumption of electrical energy, as indicated above, shall be included in the bill for operation/maintenance charges. It is made clear and the user agree that Maintenance Company shall have the sole authority to make changes in the schedule of tariff for electricity and such changes shall be binding on the various occupants in the said complex from the date when such changes shall be deemed to be effective by Maintenance Company.

Maintenance company reserves absolute right to levy additionally, increase, revise or modify charges for any of the services to enable Maintenance company to provide necessary operation/maintenance services in consonance with the covenant that it shall charges only at 1.2 times the actual revised costs and the user agrees to this condition.

#### 4. BILLING AND PAYMENT OF MAINTENANCE CHARGES

- i. Maintenance Company shall bill the operation/maintenance charges, inclusive of any exclusive maintenance service(s) to be provided to the said user, to the said user monthly in advance. However supply of electrical energy inside the said unit shall be billed on the basis of actual consumption based on meter reading of the previous month and billed in the beginning of the succeeding month.
2. The said User shall keep deposited an interest free maintenance security calculated for two years calculated at the rate of Rs. 10/- per sq. ft. per annum of the super area of the said Unit. The Maintenance Company reserve the right to increase the interest free maintenance security (IFMS) from time to time in keeping with the increase in the cost of maintenance services and the User agrees to pay such increases within fifteen (15) days of demand by the Maintenance Company. However the Maintenance Company shall take approval of the builder in that behalf.
  - i. The User shall be liable to pay sinking fund towards the cost of replacement, up-gradation, additions etc of Plant & Machinery within the said complex/said Unit, as the case may be, including but not limited to Lifts, DG Sets, Electric sub-stations, Fire Fighting Equipments, any other plant/equipment of capital nature etc. on pro-rata basis calculated on the basis of super area
  - ii. There shall be separate bills for the operation/maintenance charges which shall show charges for total maintenance services and charges for electrical energy consumption supplied by HARYANA ELECTRICAL AUTHORITY and/or by Maintenance Company through its DG Sets. The said user shall pay in full the operation/ maintenance bill presented and Maintenance Company shall not accept any part payment of any bill raised on the said user.
  - iii. The said user undertakes to pay the bills without any reminders from the Maintenance Company on or before the due date indicated in the bill.
  - iv. Maintenance Company shall charge interest at the rate of 24% p.a for the period of delay for payments after the due date.
  - v. Without prejudice to and notwithstanding to the right of the Maintenance company to charge interest for the period of delay in payment of a bill by due date, in case the said user fails to pay the bill on or before the due date indicated in the bill then the unpaid bill will be deemed to be a notice and the

For Javier Management Services Pvt. Ltd.

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operation/maintenance services including electricity and air conditioning supply to the said user shall without prejudices to the rights of the Maintenance company to recover charges as in the bill, be disconnected after the expiry of seven days of the due date mentioned in the bill, without any notice to the said user. The supply shall not be reconnected unless and until the amount shown in the bill together with interest at the rate of 24% p.a for the period of delay and all other connected expenses incurred/ to be incurred by the Maintenance company in cutting off and reconnecting the electric and air conditioning supply and operation/maintenance services is paid by the said user. The bill shall be treated as notice for disconnection of the maintenance services including electricity and chilled/hot/treated water supply to the said unit in the event of non-payment by the said user, notwithstanding the inclusion of any part of the charges in the said unpaid bill being including in the subsequent bills sent by the Maintenance Company.

#### **LIMIT ON THE RESPONSIBILITY OF MAINTENANCE COMPANY**

- i. Maintenance Company makes it clear to the said user that the provision of operation/maintenance services shall be done by Maintenance Company through various outside agencies under separate agreements to be entered into with them. Maintenance company responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the agreement executed by them and to change an agency if its performance is not up to the desired standards. Maintenance Company accepts no legal liability, whatsoever, arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the operation/maintenance services. Similarly, Maintenance Company's role and responsibility for the supply of electrical energy to the said user shall be limited to receiving the supply of energy from HARYANA ELECTRICAL AUTHORITY in bulk and to distribute the same to the various occupants in the said complex in terms of application. Maintenance company is merely a distributing agency on behalf of HARYANA ELECTRICAL AUTHORITY and has no power or control on the quality/quantity or any other specifications with respect to the electrical energy to be supplied by HARYANA ELECTRICAL AUTHORITY, and therefore, it shall accept no responsibility, whatsoever, and shall not be liable for any action, damages, whatsoever, for any failure on the part of HARYANA ELECTRICAL AUTHORITY to supply electrical energy to Maintenance company or the said user.
- ii. Maintenance company shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the said unit/said complex/said plot including those or due to electrical devices installed in the said unit/said complex/said plot. The hazards as aforesaid originating from the said unit/said complex/said plot shall not impose any kind of legal or financial liability on Maintenance company and the said user agrees to keep Maintenance company indemnified and harmless against any loss or damage that may be caused to Maintenance company in this regard. The said user shall ensure that the internal electrical system and any other work or thing done internally within the said unit or externally shall not pose any fire, electrical, structural, pollution or health hazard for which the said user shall solely be responsible for all legal and financial consequences arising thereon.

#### **6. USER'S**

- a. That all the parties to this agreement agree in unequivocal terms that the Maintenance Company shall also be entitled, for and on behalf of the BUILDER, to check and curb any violation on the part of the User of any of

For Javier Management Services Pvt. Ltd.

Authorised Signatory

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the terms and conditions of the Conveyance Deed / builder buyer agreement executed between Builder and said User, and take appropriate legal or other action to restrict, stop, remedy such violation including the seeking of injunctive (prohibitory as well as mandatory) relief or recovery of dues/damages.

No addition/alteration in the Electric Installation Work, no addition of load other than contracted upon, shall be carried out by the User without the approval of the Maintenance Company. The User cannot connect or sub-let the load, or permit connection from its sanctioned supply to any other unit/user. The User shall ensure that the balancing of the load is properly done on the provided phases and fire safety certification is obtained.

In the event of accrual of any claim as a result of fire or other extraneous perils as aforesaid for which insurance has been taken, the User hereby authorizes the Maintenance Company to lodge and collect claim on its behalf also under the insurance policy. The Maintenance Company shall remit the amount collected on behalf of the User to the User. The User further agrees that any discharge given by the Maintenance Company to the Insurance Company will be binding upon the User.

No garbage shall be dumped in the corridors. Garbage will be segregated into bio-degradable and non-biodegradable waste and dumped in the specified garbage bins within the said Residential Complex . Construction garbage during renovations, remodeling etc. will be collected within the unit and shall be disposed off outside the said Residential Complex as per law. The User shall discard garbage from midnight till 8.00 a.m. Penalty will be levied for non-clearance of garbage within the said unit @ Rs. 100/- (Rupees One Hundred only) per day.

The Maintenance Company shall frame rules for observing safety and security within the said Residential Complex and circulate a copy thereof to the User for compliance.

The User shall follow all rules and regulations framed by Builder and Maintenance agency for the said complex including pay and park system in parking area, safety and security in the complex, rules for entry of visitors and such other rules for the upkeep and maintenance of the complex.

The Maintenance Company or its representatives shall be entitled to enter the User's said unit, including but not limited to, in the event of any mishap, accident, theft, fire and such other distressing and emergency situation, for disruption in services or utilities, for detecting/setting right any faults in the fittings and fixtures within the control of the User, for detecting and curbing the violations, if any, being made by the User of any covenant of the said agreement or this agreement, or to serve the collective interest of all Users. The Maintenance Company shall not be liable to the User to pay any amount by way of compensation and or damages purportedly arising as a result of any of the above-referred circumstances.

h. The Maintenance Company shall be entitled to arrange sponsorship from companies whether an occupant of the Complex or not, to maintain the green areas and the open spaces within the said Residential Complex. The Maintenance Company shall have the discretion to permit such sponsor to put sign boards displaying its name in the manner as may be mutually agreed between the Maintenance Company and the sponsor.



## MISCELLANEOUS

Maintenance Agreement shall be executed in duplicate and each party shall retain one copy.

If any provision of this agreement shall be determined to be void or unenforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provision of this agreement shall remain valid and enforceable.

Maintenance Company shall not be held responsible or liable for not performing its obligations under this agreement due to force majeure conditions or for reasons beyond the Control of Maintenance Company. Force majeure conditions shall inter alia include strikes, lock-outs, enemy action, flood, earth quake, non-availability of supply etc.

That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising there under shall equally be applicable to and enforceable against any and all occupiers, tenants, employees of the said user and /or subsequent purchaser of the said unit, as the obligation go along with the said unit for all intents and purposes.

That for clarification on any point in this agreement, reference may be taken from the conveyance deed and terms of conveyance deed shall have overriding effect on any term which is not in consonance with term as in conveyance deed.

## ARBITRATION

Excepting the cases of theft/pilferage of electric energy or interference with meter etc. (which are inter alia offences) and subject to the payment of the bill amount due to Maintenance company, in the event of any differences or disputes arising between Maintenance company and the said user in respect of any matter connected with the accuracy of bills, supply of services or interpretation of any of the terms and conditions, which cannot be determined amicably or settled through an agreement between Maintenance company and the said user, the matter shall be referred to arbitration of sole arbitrator appointed by Maintenance company. The decision of Arbitration shall be final and binding on the parties. The said user hereby confirms that it shall have no objection to said appointment even if the person so appointed, as the arbitrator is an employee or advocate of Maintenance company or otherwise connected to Maintenance company and the said user confirm that notwithstanding such relationship/connection, the said arbitrator shall have no doubts as to the independence or impartiality of the said arbitrator. The arbitration proceeding shall be held at an appropriate location at New Delhi alone and shall be in accordance with the Arbitration and Conciliation Act, 1996, or statutory modifications thereto. The courts at Delhi alone and/or High court of Delhi at New Delhi alone shall have the jurisdiction in all matters of dispute arising out of or touching and/or covering this transaction.

That this agreement and the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with laws of India.

For Javel Management Services Pvt. Ltd.

Authorized Signatory



WITNESSES WHEREOF the parties have set their hands to this Agreement at a place on  
month and year first above written in the presence of.

Signed for & on behalf of  
The MAINTENANCE COMPANY

For Jawier Management Services Pvt. Ltd.

Director/Authorized Signatory  
Signed for & on behalf of  
The USER

*Mamta Kaur*

**WITNESSES:**

1. Signature

Name:

Father's/Husband's Name:

Address:

2. Signature

Name:

Father's/Husband's Name:

Address:





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CONVEYANCE DEED OF WORTH RS. 5805000/-

Non-Judicial stamp Rs. 174500/-  
20000x8 , 10000 , 1000x4,500

Stamp no. 3574  
Dt. 01-08-2014  
Page: 18 Words: 5420

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This Conveyance Deed has been executed at Sonapat, Haryana on this 27<sup>th</sup> day of August, 2014 between:

**M/s. PARKER ESTATE DEVELOPERS PVT. LTD.**, a company registered under the Companies Act, 1956, having its registered office at 410, D-MALL, Netaji Subhash Place, Pitam Pura, Delhi-110034, through its Director/ Authorized Signatory Mr. Yogesh Bansal, duly authorized in this behalf by the Board of Directors of the company in their meeting held on 27<sup>th</sup> AUGUST, 2014.

(Hereinafter referred to as the '**Vendor**', which expression shall, unless repugnant to the context or meaning thereof, include its representatives, successors, liquidators and assigns) of the **One Part**.

IN FAVOUR OF

**MRS. MEENU KANODIA W/O SH. CHETAN SWAROOP R/O 213 A, GURU NANAK MARG, KEWAL PARK, AZADPUR, DELHI-110033** (Hereinafter, referred to as the '**Vendee**' which expression shall, unless repugnant to the context or meaning thereof, include his/her/their respective heirs, executors, administrators, legal representative, successors and assigns) of the **Other Part**.

*[Signature]*

*Meenu Kanodia*



२१५ दिनांक 01/09/2014

*[Signature]*

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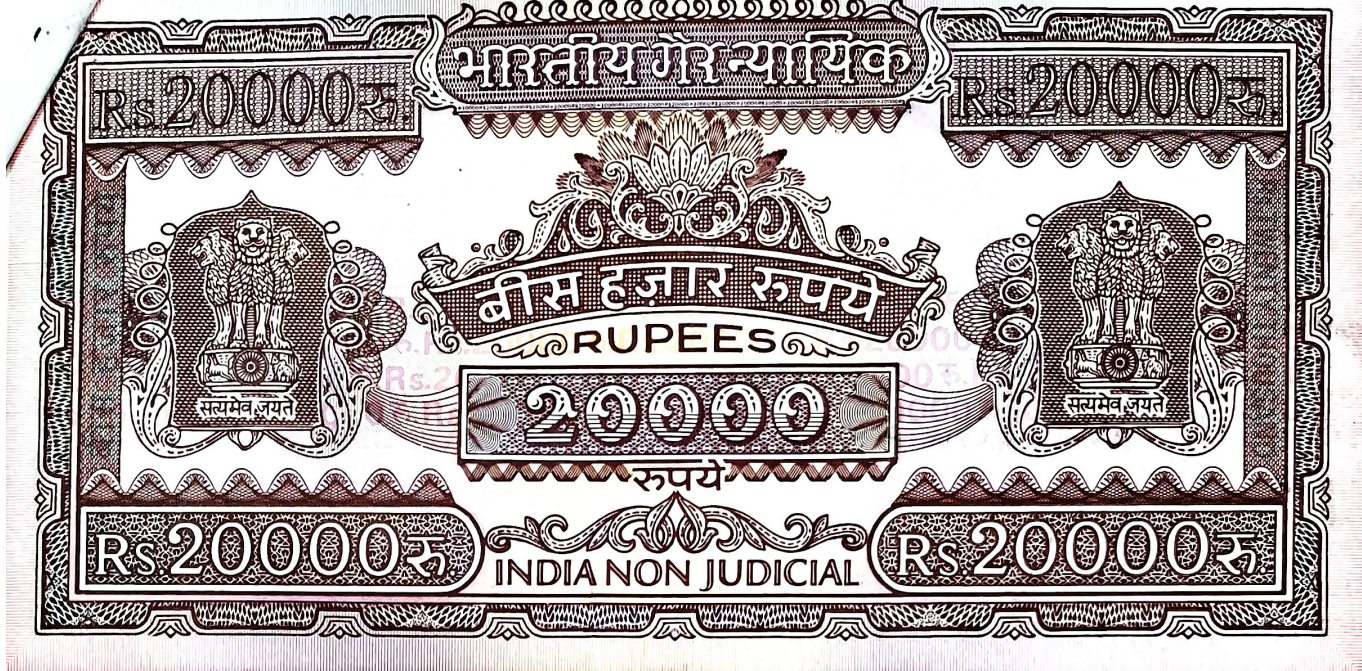
A black and white photograph of a fingerprint, showing the ridges and valleys of the skin. The print is somewhat smudged and appears to be on a light-colored surface.

से जानते है तथा वह साक्षी नः 2

THE SEAL OF  
THE JOINT SUB-REGISTRAR  
HARIS-EX  
RAJ (SONPETH)

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**WHEREAS** the Vendor is the recorded owner of land admeasuring 7.375 acres in Sector-61, Village Rasoi, G.T. Road, Kundli, Sonapat, Haryana.

**AND WHEREAS** the Vendor has obtained License No. 651 of 2006 Dated 30-03-2006 from the Director, Town and Country Planning, Haryana, (DTCP), for the development of a Group Housing Colony, and the said license is duly renewed by Memo No. LC-670-JE(S)-2012/567 Dated 11-01-2012 issued by DTCP, Haryana Chandigarh.

**AND WHEREAS** the building plans of the said Group Housing Colony were approved by DTCP and approval was conveyed by DTCP vide its Memo No. 2828 Dated 04-02-2008.

**AND WHEREAS** the Vendor has constructed and developed a Group Housing Complex on the said land under the said scheme consisting of various towers and Units, and named the complex as "**Parker Residency**".

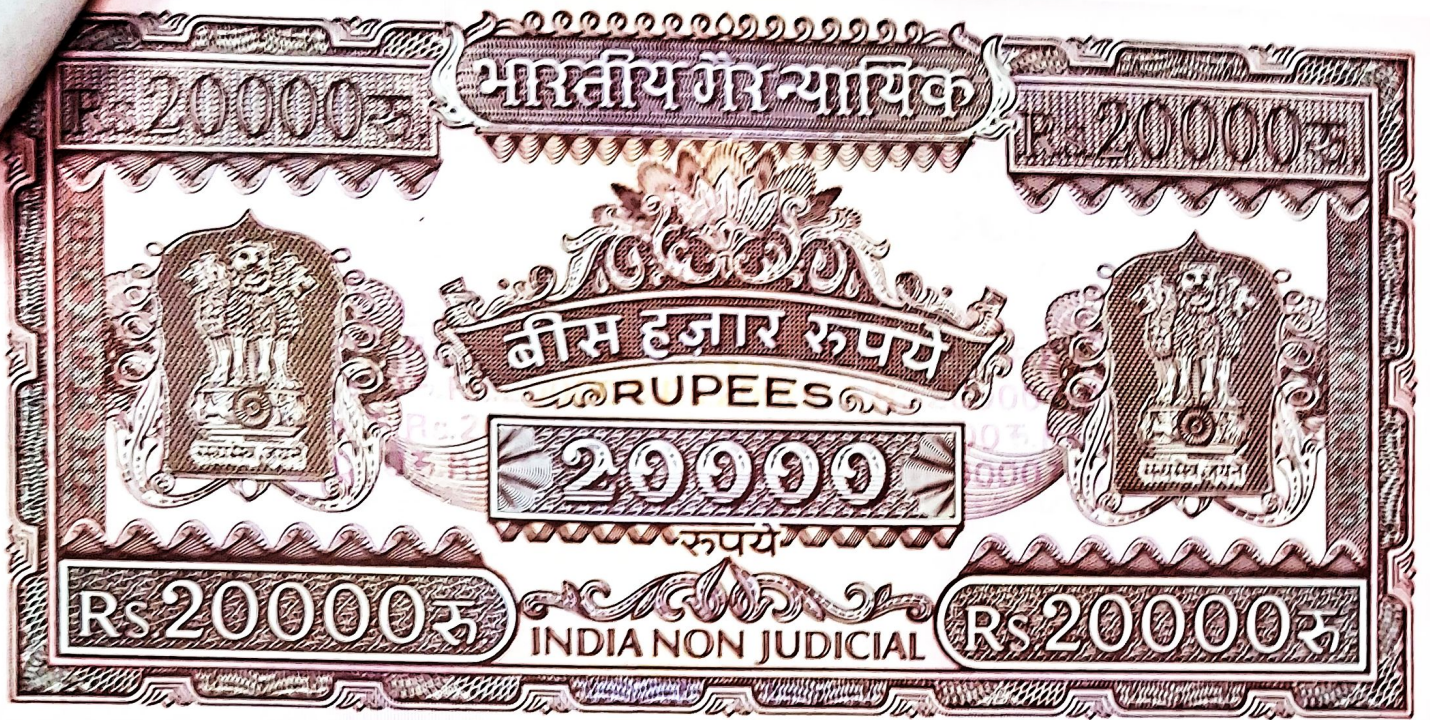
**AND WHEREAS** the Vendee having already been satisfied agreed to purchase from the Vendor Unit Bearing No. **2114**, admeasuring Super Area of 3500 sq. ft. (325.28 sq. meter approx.) on **11th** Floor, in Tower No. **2nd** in the said Complex consisting of Five Rooms, Lobby, Living Room, Kitchen, Five Toilets, Inner Passage along with proportionate undivided interest in the common areas and facility in the said building, and in the land underneath the building in which the Unit is located. The location of the said Unit is more specifically shown in site plan as per site plan annexed as **Annexure**.

**AND WHEREAS** the Vendee has demanded from the Vendor and the Vendor has allowed the Vendee an inspection of approved building plans, the ownership record of the said plot of land, licenses and all other documents relating to the title, competency and all other relevant details of the said Unit, and the Vendee has confirmed that he/she is fully

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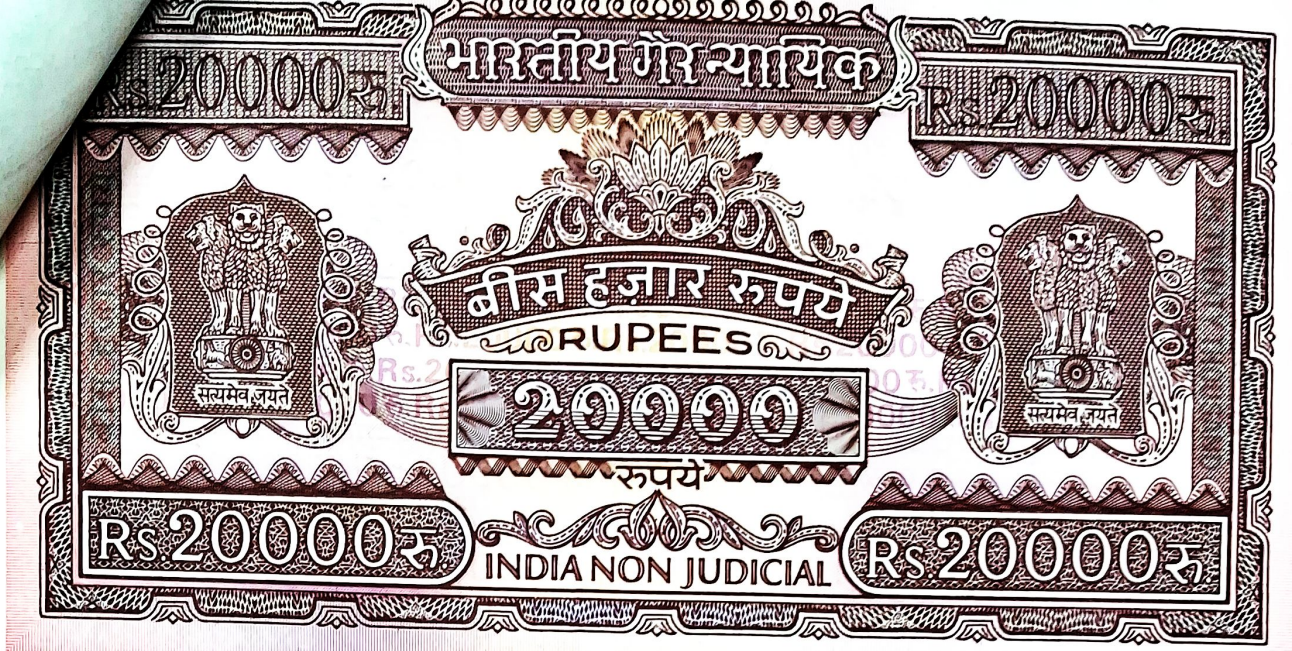
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satisfied in all respects with regard to the right, title and interest of the Vendor in the said plot of land on which the said Complex is constructed and has understood all the limitations and obligations of the Vendor in respect thereof. The Vendee has agreed that there shall be no further investigations or objections by him/her in this regard and further that he/she is fully satisfied of the competency of the Vendor to enter into this Conveyance Deed.

The Vendee acknowledges that the Vendor has readily provided all the information and clarifications as required by him/her and that he/she has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Vendor, its selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the property, the Building or the said Unit or the size or dimensions of the said Unit or any other physical characteristics thereof, the services to be provided to the Vendee's, the estimated facilities/amenities to be made available to the Vendee(s) or any other data except as specifically represented in this Conveyance Deed and that the Vendee has relied solely on his/her own judgment and investigation in deciding to enter into this Conveyance Deed and to purchase the said Unit. No oral or written representations or statements shall be considered to be part of this Conveyance Deed and that this Conveyance Deed is self-contained and complete in itself in all respect.

**AND WHEREAS** the Vendee has confirmed to the Vendor that he/she is entering into this Conveyance Deed with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said building in general and the terms and conditions contained in this Conveyance Deed and that he/she has clearly understood his/her rights, duties, responsibilities, obligations under each and all the clauses of this Conveyance Deed .





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The Vendor, relying on the confirmations, representations and assurances of the Vendee to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed has accepted in good faith his/her application to allot the said Unit and is now willing to execute this Conveyance Deed on the terms and conditions appearing hereinafter.

**AND WHEREAS** the Vendee has also agreed to bear all the expenses for preparation of legal documents for completion of the sale of the said Unit, including cost of stamp duty, registration, attorney charges and incidental charges to get the Conveyance Deed of the Unit registered in favour of Vendee. Haryana VAT / State Govt. and Central Govt. Taxes if any at the time of Registration or after registration regarding this Property will be borne by the vendee.

**AND WHEREAS** the Vendor is now desirous of conveying the said Unit unto the Vendee.

**NOW THEREFORE THIS CONVEYANCE DEED WITNESSES AS FOLLOWS:**

1. In accordance with the terms and conditions set out in this Conveyance Deed mutually agreed upon by and between the parties, the Vendor hereby sell, transfer, convey, assure, and assigned to the Vendee residential Unit Bearing No. 2114, admeasuring Super Area of 3500 sq. ft. ( 325.28 sq. meter approx.) on 11th Floor, in Tower No. 2nd in the said Complex consisting of Five Rooms, Lobby, Living Room, Kitchen, Five Toilets, along with proportionate undivided interest in the common areas and facility including all ways, paths, passages, easements and appurtenances in the said building, and in the land underneath the building in which the Unit is located (herein after referred to as "the said

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Unit") for a total sale consideration of Rs. 5805000/- in the said building. The Vendee has already paid the entire sale consideration as Vendor confirms the receipt of the same.

2. That the said consideration amount is inclusive of the External Development Charges (EDC) or any other charges levied against the Scheme as on the date of execution of this Deed. However, as a consequence of Government, Statutory or Local Authorities enhancing the charges already levied or levying any additional charges in respect of services, facilities, infrastructure, provided or to be provided then the enhanced or fresh levies shall be payable additionally by the Vendee proportionately to the area of the Unit.
3. That at present the fire safety measures in the common area of the building / scheme have been provided where ever required as per the existing fire safety code regulations and charges therefore are included in the sale consideration of the Unit. If, however, due to any subsequent legislation(s), Government Regulation, Order or Directive, the Vendor is required to undertake / install any further fire safety measures, the additional cost in respect thereof shall also be payable by the Vendee to the Vendor on demand, proportionate to the area of the Unit.
4. That the super area of the Unit includes covered area of the Unit plus proportionate share of area under the common corridors, passages, staircases, electric / rooms, electric meter rooms, electric sub-station, projections, architectural features, lift wells, lift rooms, life lobby, mummy, circulation areas, refuge areas, Guard Rooms, Gate House, STP, plus any other common constructed areas not mentioned hereinabove etc. The covered area of the Unit includes entire carpet area, areas under internal circulation, internal and external walls, areas under balconies, cupboards etc.

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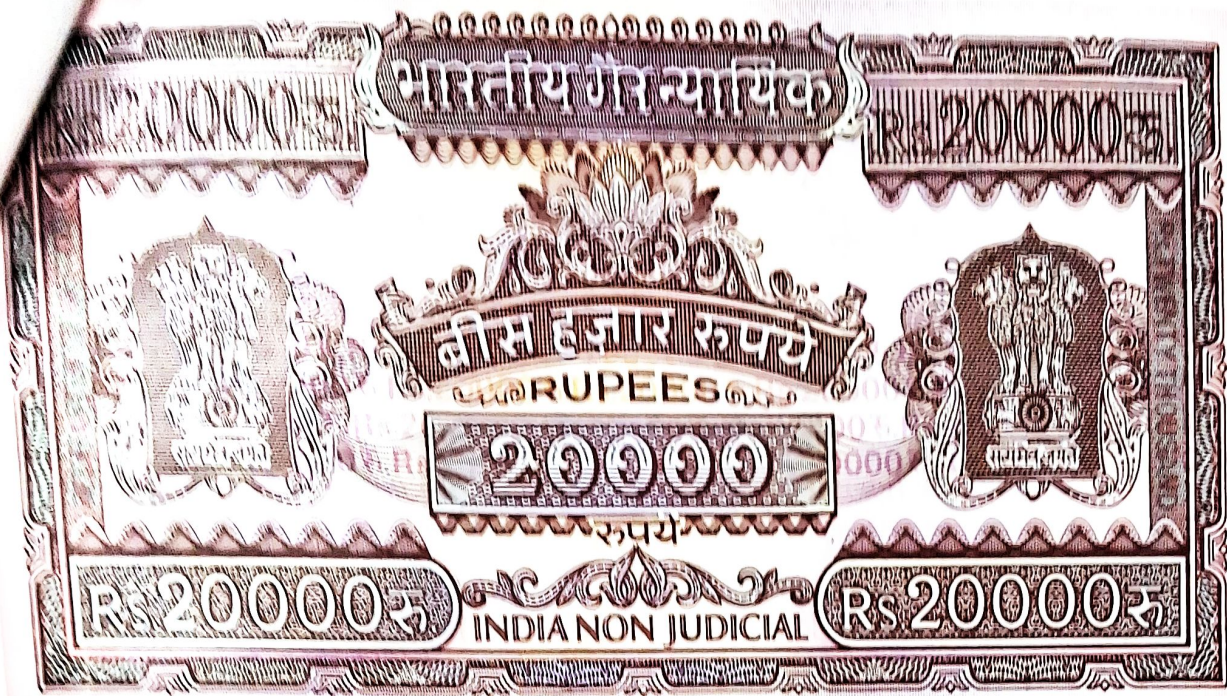
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5. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the Unit, it is made clear that it is only the covered area of the Unit to which the Vendee shall have the exclusive right and the inclusion of the common areas in the computation does not confer any exclusive title thereon to the Vendee.
6. That the Vendee shall have no specific right in the land under the building excepting to the undivided / unidentified rights in land proportionate to the area of the Unit herein.
7. That the said Unit have been handed over to the Vendee(s) for use and occupation and the Vendee hereby confirms taking over the possession of the said Unit for use and occupation from the Vendor after satisfying himself / herself / themselves that the construction as also the various installations like electrification work, sanitary fittings, water and sewerage connection etc. have been made and provided in accordance with the drawings, designs and specifications already provided to Vendee, and are in good order and condition and that the Vendee has / have no complaint or claim in respect of the area of said Unit, any item of work, material, quality of work, installation etc. therein.
8. That the Vendor has also reserved along with the Unit **One** covered car parking space to be held and used exclusively by the Vendee as an integral and inseparable part of the Unit. The Parking space(s) shall not be treated as an independent legal entity nor shall it be alienated independently of the Unit.
9. That the said Group Housing Scheme shall always be known as Parker Residency and the said name shall never be changed the Vendee and / or jointly by the Vendee and owners of the other Units in the Scheme.

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10. The Vendor has taken bulk supply of energy from Haryana Electrical Authority and is supplementing it by generating through standby DG Sets and is distributing the electricity to the various occupants of the said Complex through metering / sub-metering system (dual metering system). The Vendor or Maintenance Company shall supply electrical energy subject to the terms and conditions of this agreement. The Vendor or Maintenance Company is merely distributing electricity on behalf of Haryana Electrical Authority and has no power or control on the quality / quantity or any other specifications with respect to the electricity energy supplied and, thereof, it shall accept no responsibility whatsoever and shall not be liable for any action, damage, whatsoever for any failure on the part of Haryana Electrical Authority to supply electrical energy to the user.
11. The right of the User to receive the supply of electrical energy shall be subject to payment of electricity charges billed by Vendor or Maintenance Company and performance of all covenants of this Agreement. The bill shall include meter hire charges and fixed Haryana Electrical Authority charges as applicable including minimum demand. If the electric charges are not paid regularly by the user, he/she/they shall have no right to avail the maintenance service including the supply of electrical energy provided by Vendor or Maintenance Company. The user agrees that in case of non-payment of any portion of electric bill, the user shall be liable for disconnection of all or any of the maintenance services. The Vendor or maintenance agency will raise invoice on the rates charged by electric authority with all taxes, fixed charges. The Vendee shall pay the amount of invoice within stipulated period as per terms of invoice, failing which the Vendee

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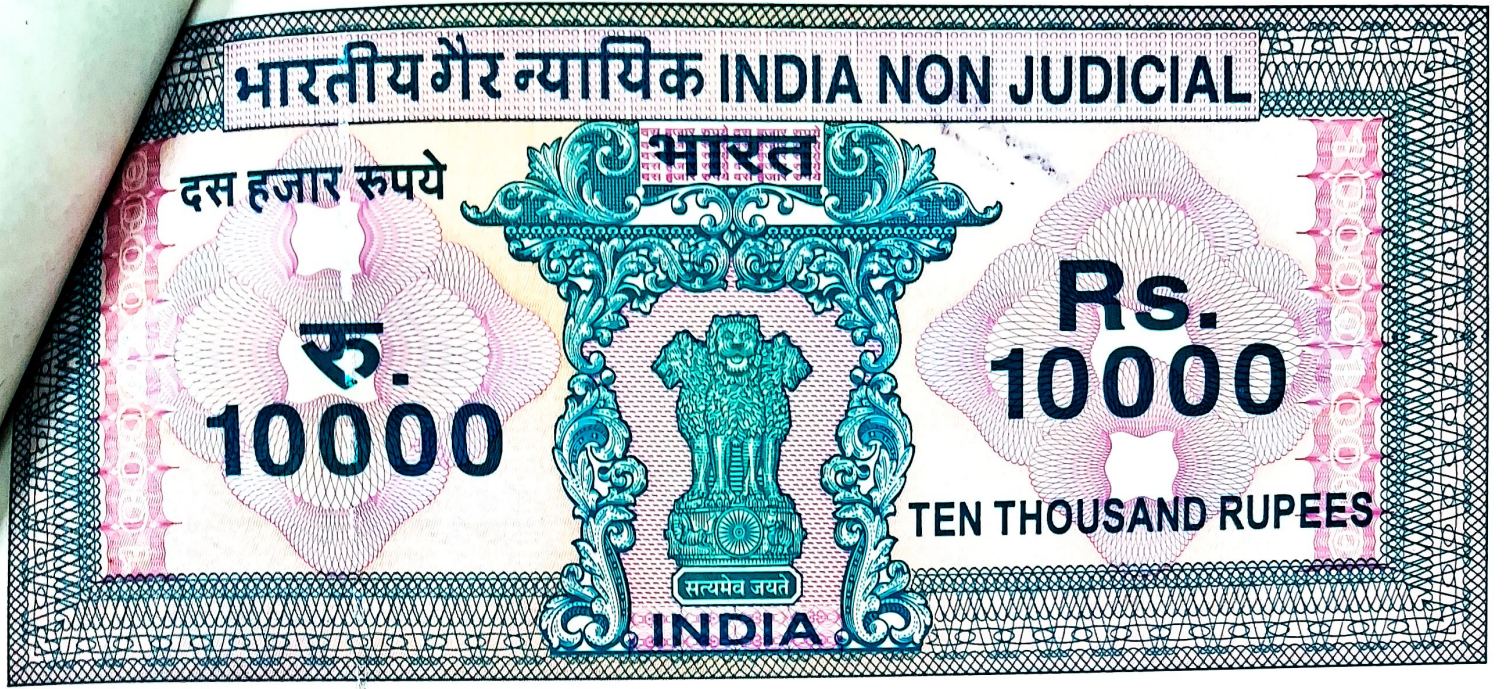
shall be liable to pay interest @24% per annum on delayed payment and shall also be liable to disconnection of electricity and other common services.

12. The Vendor or Maintenance Company shall charge for the consumption of electrical energy supplied through DG sets based on number of Units consumed as indicated by meter installed in the said premises at the rate worked out on the basis of cost of generation of electrical energy through DG Sets.
13. The said complex will have complete Power backup. Provision has been made for **5 KWA** per Unit. Any additional load if required by the Vendee may be provided subject to feasibility at such rates as fixed by Vendor or Maintenance Company (one time non-refundable additional infrastructure cost). If the Vendee needs additional load for power back up, he has to apply for that.
14. That the Vendor reserves to itself all the rights to carry out further construction / development as may be approved by the government or any other land adjoining the project acquired by the Vendor at a later date. The Vendor shall be entitled to connect the electric, water, sanitary, power back-up and drainage fittings on the additional towers, structures raised with the existing such facilities / installations of the Scheme. The residents of new construction shall be entitled to use all the facilities provided in the Scheme. The Vendee irrevocable consents to this. For all purposes the additional construction shall be considered as a part of the existing Scheme / Complex. All additional constructions shall entirely belong to the Vendor.
15. That except for the Unit herein agreed to be sold and the necessary easementary rights pertaining thereto, all the residuary rights in the building and the Scheme

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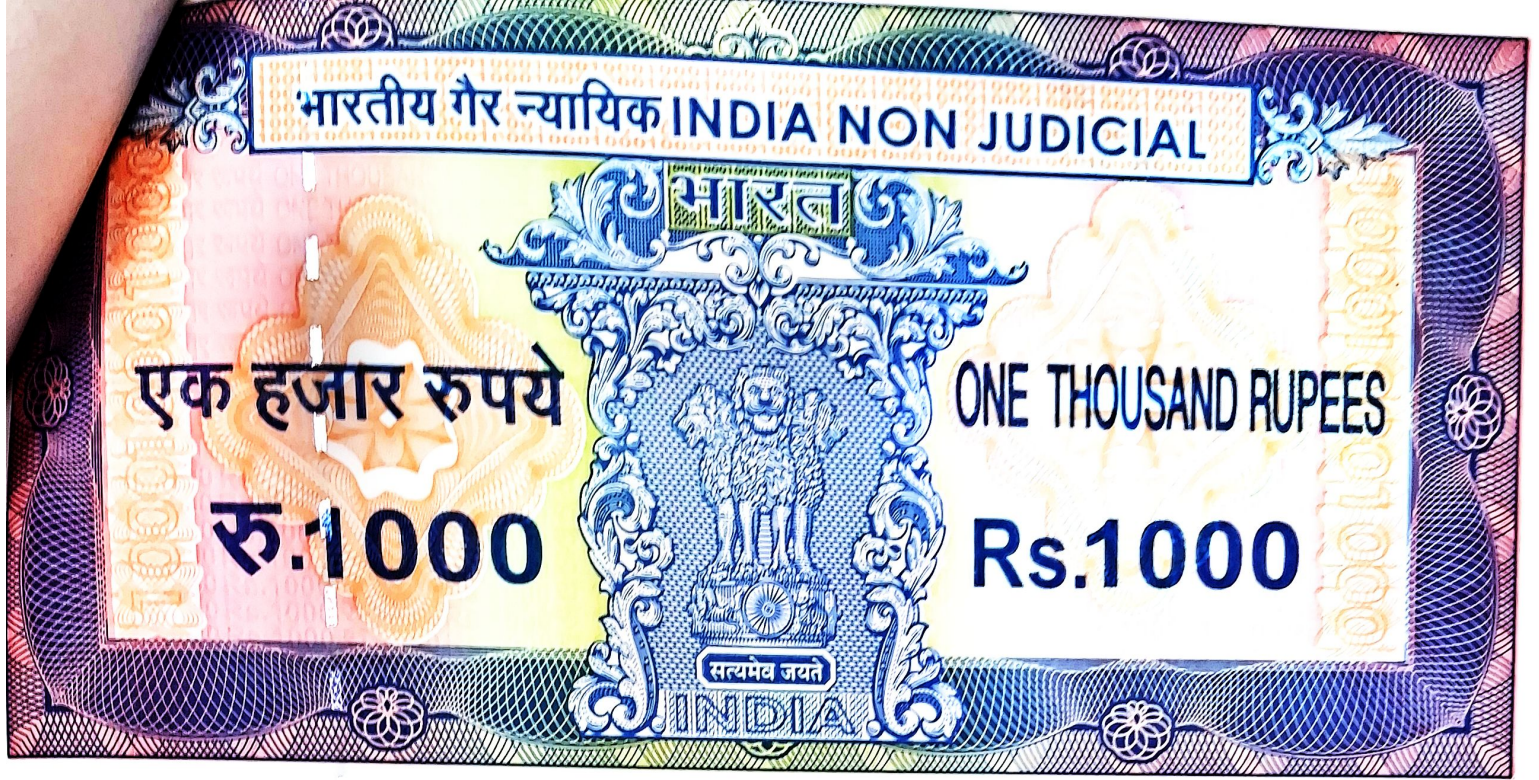
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- shall continue to vest in the Vendor till such time as the same are not allotted, sold or otherwise transferred to any particular Unit Owner and/or handed over to any Municipal or Government Authorities or the Association of Unit Owners constituted under the Haryana Apartment Ownership Act, as may be required.
16. That the Vendee agrees to abide by all Laws, Bye-laws, Rules and Regulations of the Haryana State Government, the Local Bodies and conditions of License and bilateral agreement governing or relating to the Unit / Scheme, and shall be responsible / liable for all defaults, violations or breaches of any of the conditions of approvals and / or rules and regulations as may be applicable. The Vendee also agrees to abide by the terms of the Haryana Apartment Ownership Act, 1983, as applicable from time to time.
  17. That the Vendee shall not use the Unit or permit the same to be used for purpose other than residential, or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about / around the said Unit which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use.
  18. That the Vendee shall keep the Unit in good repair at all times and shall not make any additions / alternations in the Unit without permission from the Developer and / or concerned authorities nor shall demolish any walls including load bearing walls, or cause damage to or nuisance in the Unit or the Scheme in any manner as may affect the safety of the structure of the building or of any

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- installations. The Vendee shall be liable for any losses, damages as may be caused on account of breaches.
19. That the Vendee shall use the common areas and facilities within the said Building only harmoniously along with other occupants, users, maintenance staff etc., without causing any inconvenience or hindrance to them. Further it is clearly understood and agreed upon by the Vendee that, the right of the Vendee to use the common areas and facilities within the said building only shall always be subject to the timely payment of Operation/ Maintenance Charges.
20. That all government duties and levies related to House Tax etc. shall be in respect of the said Unit shall be paid and borne by the Vendee after the date of execution of this Conveyance Deed. In case any demand raised against the Vendor for the period where Units are not separately assessed, in that event the Vendee shall pay his proportionate share either to the Vendor or directly to such statutory authority. Vendee shall make payment of any new taxes, which may be imposed on the Real Estate Industry by any Governmental/ Statutory body and shall be borne solely by the Vendee, and if such tax is paid by the Vendor to any Governmental/ Statutory body then the Vendee shall reimburse his share of such new tax to the Vendor. Further the Vendee at his own cost and expenses will get the said property/Unit transferred and mutated in its own name in the record of Municipal Authorities and other concerned authorities.
21. That the terrace at the top of the Building shall always remain the property of the Vendor and for use of the Vendor. The Vendor can use the same in any manner it desires as per rules and regulations of the government.



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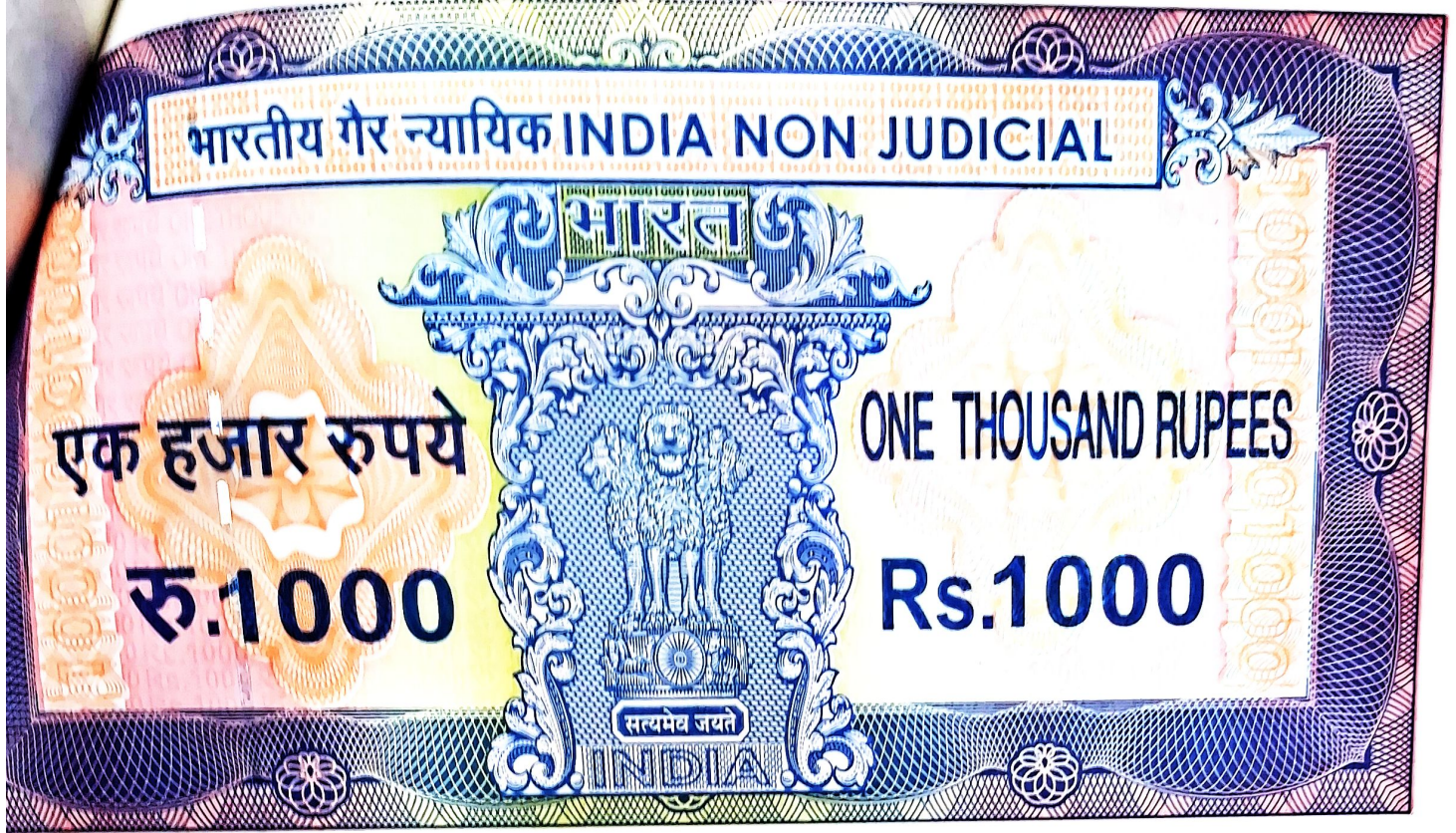
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22. The Vendor hereby clarifies that the Vendee shall have no right, title and interest in the basement except right of car parking at reserved place. The Vendor hereby clarify that the Vendee shall have no right, title and interest in the car parking spaces in the basements or on the surface of the said building which have not been allotted / sold / reserved by the Vendor to any Vendee and which shall be dealt with by the Vendor at its own discretion as it shall remain the absolute property of the Vendor. The Vendee shall not raise any claim against such unreserved car possessed by the Vendor nor the Vendee(s) shall attempt to use or park his/her/its vehicles in such car parking spaces. The Vendor may impose such pay and park facilities as it deem fit and at its sole discretion.
23. That in order to provide necessary operation/maintenance services, dedicated focus and transparency in accounting and audit procedures the Vendor has already handed over the maintenance of the said building / said plot of land to its authorized Maintenance Agency and Vendor is authorized to appoint any other nominee (hereinafter referred to as "Maintenance Agency") as the Vendor in its sole discretion may deem fit. The maintenance charges shall be proportionately billed amongst the occupants including the Vendee by the Maintenance Agency and the Vendee agrees to pay the same as per terms of the bill. The Vendee has agreed to execute agreement with Maintenance Agency, hereinafter called Maintenance Agreement. The Vendee undertakes to abide by the terms & conditions of the said Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time and the Vendee undertakes that Vendee shall be liable to pay interest @24% per annum on delayed payment and such other penalty as imposed by Vendor or Maintenance Agency. In case the said property/Unit remains vacant for any reason, whatsoever, the Vendee shall be solely liable for the payment of such maintenance charges as per bill raised by the Maintenance

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Agency. The Vendee shall execute maintenance Agreement with the agency appointed by the Vendor.

24. That the Vendor and / or its nominee Vendee shall look after the maintenance and upkeep of the common areas and facilities in the Complex and the Vendee hereby agrees to pay maintenance charges, security deposit, contribution towards sinking / replacement fund as may be demanded by the Vendor or the Vendee. The Vendor or the Vendee shall be entitled to withdraw itself from maintenance activities on notice to Unit owners in the scheme and to hand over the same to any Authority or a Body / Association of the Unit Owners in terms of the Haryana Apartment Ownership Act, 1983, as may be applicable.
25. In order to secure due performance of the Vendee in paying promptly the maintenance bills and other charges as raised by the maintenance agency, the Vendee agrees to deposit, and to always keep deposited with the Vendor or maintenance Agency an interest free maintenance security for two years calculated at the rate of Rs. 10/- per sq. ft. per annum of the super area of the said Unit. The Vendor reserve the right to increase the interest free maintenance security (IFMS) from time to time in keeping with the increase in the cost of maintenance services and the Vendee agrees to pay such increases within fifteen (15) days of demand by the Vendor.
26. The Vendee shall be liable to pay sinking fund towards the cost of replacement, up-gradation, additions etc of Plant & Machinery within the said complex/said Unit, as the case may be, including but not limited to Lifts, DG Sets, Electric sub-stations, Fire Fighting Equipments, any other plant/equipment of capital nature etc. on pro-rata basis calculated on the basis of super area.

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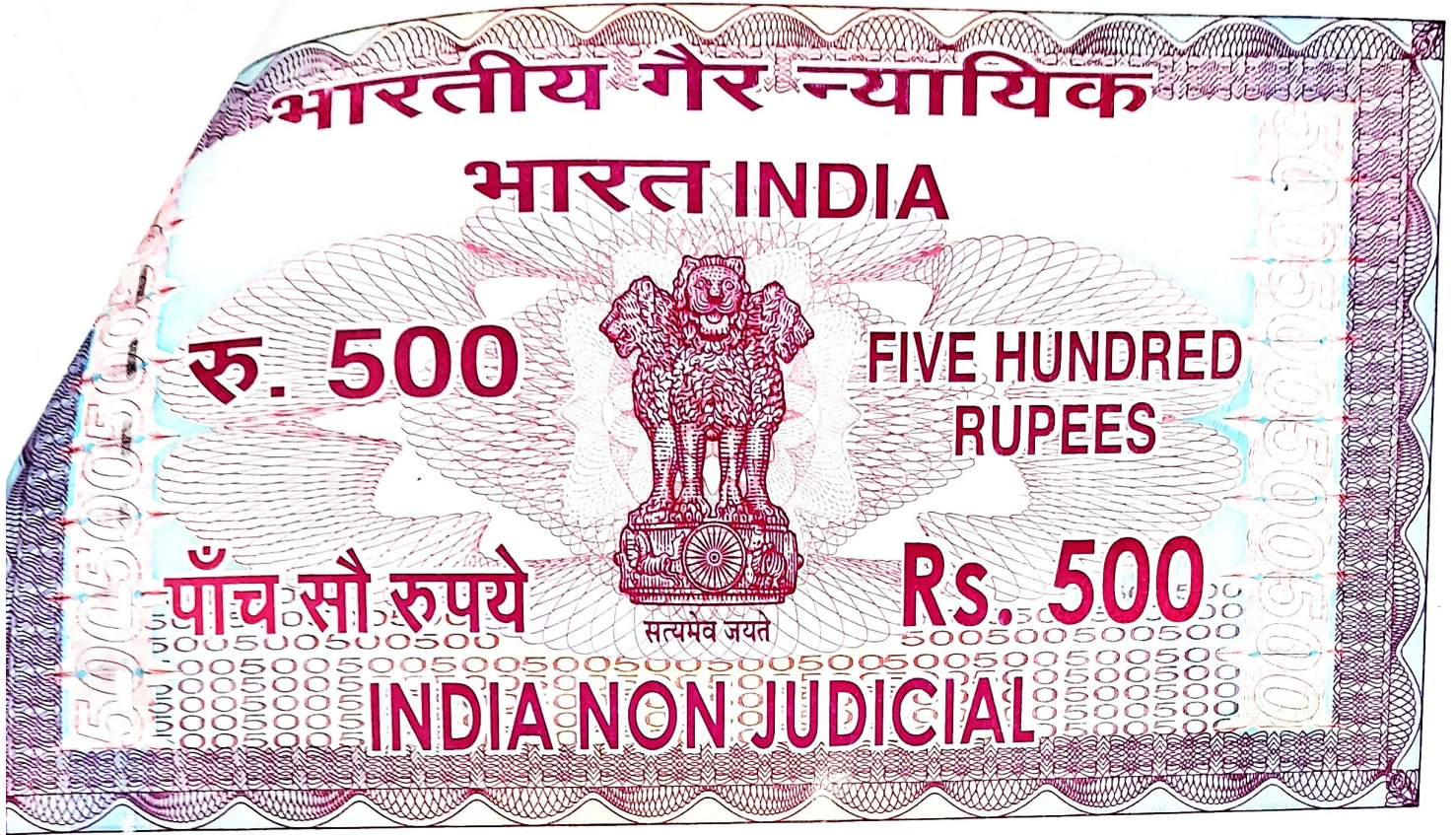
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27. That in addition to the Vendor and the maintenance agency rights of unrestricted usage of all common areas and facilities for providing necessary maintenance services, the Vendee agrees to permit the Vendor or the maintenance agency to enter into the said Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Unit or the defects in the said Unit above or below the said Unit .
28. That the Vendee hereby covenants to keep the Unit, walls and partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repairs and condition. It shall be the right of the Vendor's to lay pipes, conduits, wires, sewers etc. through any Unit even if these do not relate to the Unit, but this right shall be exercised sparingly and in a reasonable manner.
29. That the structure of the said Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Vendor or the maintenance agency on behalf of the Vendee and the cost thereof shall be payable by Vendee as the part of the maintenance bill raised by the maintenance agency but contents inside each Unit shall be insured by the Vendee at his/her own cost. The cost of insuring the Building structure shall be recovered from the Vendee as a part of total maintenance charges and the Vendee hereby agrees to pay the same. In case the maintenance agencies do not take the insurance of the Building in that event maintenance agency will inform to the Vendee and Vendee himself will get the Building insured in Association with other Vendee of the building. In case Vendee or Maintenance agency does not take insurance of the building and any loss/damage occurs to the building, Vendee or the occupants of

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the building will be responsible for the same and Vendor or its authorized agency will not be responsible for that in any manner.

30. THE VENDOR SHALL NOT PERMIT THE VENDEE :

- a. The closing of verandahs or lounges or balconies or common passages or common corridors even if a particular floor/floors are occupied by the same party.
- b. Make any alteration in any elevations and outside colour scheme of the exposed walls of the verandah, lounges or any external walls, or both the faces, external doors and windows of the UNIT acquired by him which in the opinion of Vendor differs from the colour scheme of the building.

31. That the Vendee undertakes not to further sub-divide the said Unit sold to him/her through this Conveyance Deed. The Vendee further undertakes that in case it transfers its rights and interests in the said Unit sold to him/her, in favour of any person/ company by way of mortgage, tenancy, license, gift or in any other manner, such person/company so inducted by the Vendee shall be also bound by the terms and conditions of the Conveyance Deed . The Vendor or its nominees including any other body or any other Association of Vendee's shall be entitled to enforce all terms and conditions of this Conveyance Deed against any person/company who has been inducted in the Unit originally agreed to be sold to the Vendee. The said Unit sold to the Vendee under this Conveyance Deed shall for all purpose be treated as single Unit only i.e. the Vendee cannot subdivide or make any partition of the said Unit for the purposes of sale /transfer.

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that the Vendee shall not do any such act or omission which causes damage to the plant and machinery, sewage and other facilities provided by the Vendor in the said building. That if any damage/loss/expense is caused to the Vendor due to any such act/omission of the Vendee then Vendee shall indemnify the same to the Vendor for the all cost, losses and expenses suffered by the Vendor.

33. That no exhaust fans are allowed to be fitted in the common corridors or fit the same in a manner which would be viable in the said area or would discharge any air into such areas. Similarly, no chinks or screens shall be fitted to overlook in the internal corridors or staircases or outer corridors or lobbies.
34. That no equipment, machines are allowed to be installed or fitted in the Unit which would create/generate noise/vibration or cause nuisance / inconvenience to the neighboring Units.
35. That the Vendor shall have right, without any approval of any Vendee in the said Building to make any alterations, additions, improvements or repairs whether structural or nonstructural, interior or exterior, ordinary or extra ordinary in relation to any unsold Unit within the said Building subject to the condition that such addition, alternation shall not effect the said Unit under sale and the Vendee agrees not to raise objections or make any claims on this account.
36. That the Vendor has unfettered rights to physically stop carrying out of any unauthorized changes in the space and in any such eventuality Vendor may enter the allotted space and restore the same to the original condition at cost of the Vendee and further remove any sign boards or name plates or air conditioners or coolers etc, which may be fixed in contravention of this Conveyance Deed.
37. That the Vendor is not responsible for developing, constructing or maintaining any facilities like Sewerage, Drainage, Electricity, Landscaping, Roads, etc outside the periphery of the plot area of the Vendor and Vendee shall not demand or claim anything from the Vendor in respect thereof as Vendor is not authorized to do such acts outside its plot area and the same are to be done by Government Agencies/Authorities.
38. That the Vendee shall hereafter hold, enjoy, use and transfer the above mentioned property under sale without any hindrance, claim, or demand whatsoever from the Vendor or any other person claiming under or through them.
39. That the Vendee can get the above mentioned property under sale mutated, substituted and transferred in his own name on the basis of this Conveyance Deed , in the records of Municipal and Government Authorities.
40. That the Vendor from time to time and at all times, hereafter at the costs and request of the Vendee do, execute or cause to be done at such times all such







acts, deeds and things whatsoever for further and more perfectly assuring the sale of the above mentioned property under sale in favour of the Vendee as shall or may reasonable be required.

41. That wherever in this Conveyance Deed it is stipulated that the Vendee is to make any payment in common with the other Vendee's in the same building, the same shall be in proportion to, which the super area of the said Unit bears to the total super Area of all the Unit s in the said Building.
42. That the Vendee hereby covenants with the Vendor to pay from time to time and at all times the amounts which the Vendee is liable to pay under this Conveyance Deed and to observe and perform all the covenants and conditions contained in this Conveyance Deed and to keep the Vendor and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Vendor may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Conveyance Deed .
43. That if the Vendee breaches any terms of the Conveyance Deed then Vendor shall give a notice of 30 days to Vendee to rectify the said breach and if the Vendee fails to rectify the said breach then Vendor shall have a right to get removed such encroachment or breach committed by the Vendee which is against the terms of the Conveyance Deed by entering in to premises of the Vendee and to stop the common services to the said Unit in case the said breach is not rectified during the notice period.
44. That all notices to be served on the Vendee and the Vendor as contemplated by this Conveyance Deed shall be deemed to have been duly served if sent to the Vendee or the Vendor by Registered Post/Speed Post at their respective addresses specified in the Conveyance Deed. It shall be the duty of the Vendee to inform the Vendor of any change subsequent to the execution of this Conveyance Deed in the above address by Registered Post/Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendee whether the same are returned undelivered or refused delivery by the Vendee.
45. That in case there are Joint Vendee's all communications shall be sent by the Vendor to the Vendee whose name appears first and at the address given by him/her which shall for all purposes be considered as served on all the Vendee'S.
46. That after execution of the Conveyance Deed, by the Vendee, he/she/they shall have no claim or dispute pending on any ground whatsoever against the Vendor and in case if there was any dispute or claim against the Vendor prior to execution of this Conveyance Deed that shall stand settled by the Vendee through the Vendor before execution of this Conveyance Deed . It is presume that Vendee has settled all issues on any ground what so ever against the Vendor and if Vendee has settled all issues on any ground what so ever against the Vendor and if Vendee has filed any case or complaint in any Court/forum/any Government Authority, he/she/they undertakes to withdraw the said





proceedings immediately. In case, he/she/they fails to withdraw such case/complaint, this Conveyance Deed will be treated as null and void.

47. That all or any disputes arising out of or touching upon or in relation to the terms of this Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi or New Delhi by a Sole Arbitrator who shall be appointed by Vendor Only.
48. That the rights and obligations of the parties under or arising out of this Conveyance Deed shall be construed and enforced in accordance with the laws of India. The courts of Delhi alone shall have the Jurisdiction.
49. It is agreed between the Vendor and the Vendee that, in case the Vendee desires to sell out the aforementioned Unit, he/she/they shall have to obtain NO Objection Certificate (N.O.C), to this effect, from the Vendor.

**IN WITNESSES WHERE OF VENDOR AND VENDEE** have signed this Conveyance Deed after understanding the contents of the same in their own vernacular on the day, month and year above mentioned in the presence of following witnesses

**WITNESSES:-**

1.



Ahmad Sh Hossain Say  
Dami

(Authorized Signatory)  
Parker Estate Developers Pvt. Ltd.

2.

Mukul Jain

MUKUL JAIN

Sho Rakesh Kumar Jain

7A, AC BLOCK

Shalimarbagh, Delhi

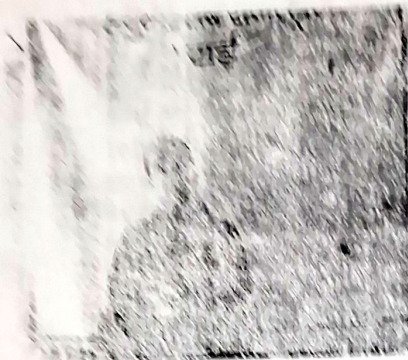
Mrs. Meenu Kanodia  
MRS. MEENU KANODIA



Reg. No.  
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Reg. Year  
2014-2015

Book No.  
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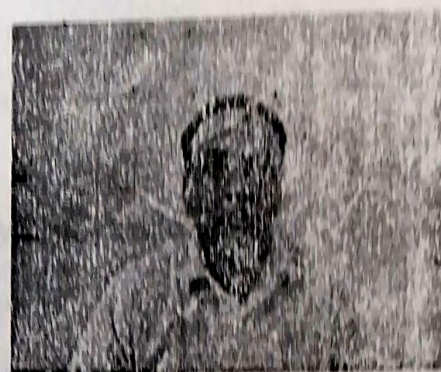
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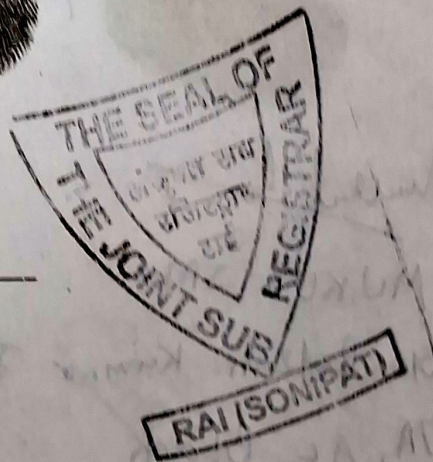


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# ANNEXURE -I

NAME MRS. MEENU KANODIA

FLAT No. 2114

AREA 3500 sq. ft.

PARTICULARS			AMOUNT (₹)
TOTAL CONSIDERATION			5805000
<u>RECEIVED OF PAYMENTS</u>			
S.NO.	DATE	CHEQUE NO./ RTGS	AMOUNT
1	22/05/2009	015201	200000
2	01/06/2009	015202	800000
3	04/08/2009	800681	2800000
4	20/08/2009	015209	400000
5	10/09/2009	015210	175000
6	18/09/2009	805101	525000
7	20/09/2010	015218	225000
8	11/6/2010	015216	280000
9	30/03/2013	034886	400000
<u>BALANCE</u>			<u>5805000</u>

MRS. MEENU KANODIA

PAN NO. : AALPK5236H

*meenu kanodia*

M/s. PARKER ESTATE DEVELOPERS PVT. LTD.

PAN NO. : AADCP5466B

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Reg. No.

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Reg. Year

2014-2015

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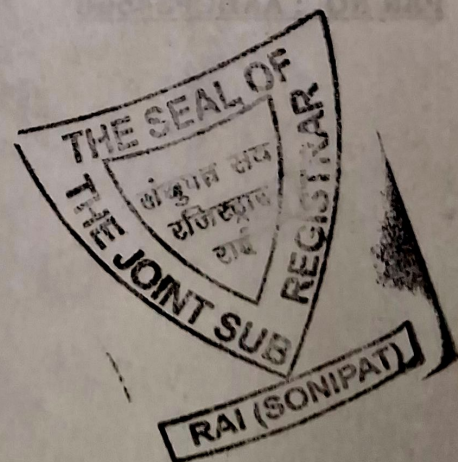
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प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2,330 आज दिनांक 01/09/2014 को बही न: 1 जिल्द न: 9 के पृष्ठ न: 150 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 281 के पृष्ठ सख्या 16 से 32 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 01/09/2014

उप/संयुक्त पंजीयन अधिकारी  
राई





## ALLOTMENT LETTER

THIS AGREEMENT is made on this.....22nd.....day of JUNE.....2009 Between **PARKER ESTATE DEVELOPERS PVT. LTD.** a Private Limited COMPANY REGISTERED UNDER THE COMPANIES ACT 1656 (PAN NO.....PAN:AADCP5166B.....) having its registered Office at 308, GD-ITL Tower, B-08, Netaji Subhash Place Pitam Pura, Delhi-110034 hereinafter referred to as the COMPANY (which expression shall, unless repugnant to the context or meaning thereof shall deem to mean and include its assignees and successors etc.) of the first part.

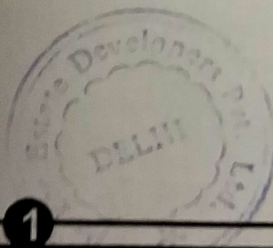
AND

Mr./Mrs/Ms: MEENU KANODIA w/o MR. CHETAN KANODIA  
R/o: 213A, GURU NANAK MARG, KEWAL PARK  
AZAD PUR, DELHI-110033

For Parker Estate Developers Pvt. Ltd.

Signature : Company

Authorized Signatory



Mamul  
Allottee



## AGREEMENT

Hereinafter referred as the Allottee/s (which expression shall include his/her/their respective legal heirs, successors, executors, transferees and assignees) of the second Part.

Where as the Promoters/Company have purchased a freehold land situated at village Rasoi, Kundli, Dist. Sonapat. The company has obtained license from the Government of Haryana for the promotion and development of group housing complex known as Parker Residency and is situated as;

EAST : ..... Ansal (Sushant City) .....

WEST : ..... G. T. Road .....

NORTH : ..... Himachal Tin Factory .....

SOUTH : ..... School .....

FURTHER the Promoters/ Company, are building a residential group housing complex after getting the building plans approved from the Director, Town & Country Planning, Haryana vide its letter no. .... dated 05-09-06 ..... on the said plot and are entitled to dispose off the same.

AND WHEREAS the Company has offered to sell residential apartments of various sizes/dimensions, described in the aforesaid group housing project as per the brochure/application form, to be constructed on the said land under the name and style of "PARKER RESIDENCY" and on the terms and conditions in the said offer.

Whereas the Allottee has applied to the company for the allotment of the Unit in the scheme and the Allottee(s) have seen all the document with regard to the titles, possession and is/are satisfied about the authority vested in the Company to allot different units as per the application form and specifications already detailed along with the application form.

AND WHEREAS the repusite Agreement is being executed now incorporating the detailed terms and conditions embodied in the application form, terms and conditions of which shall form part and parcel of this agreement unless superseded, directly or indirectly, by anything contained in this agreement.

For Parker Estate Developers Pvt. Ltd.

Signature : Company



This agreement detailed below shall prevail over terms and conditions given in our brochures, advertisements, price lists, any other sale documents. This cancels all previous allotment certificates issued against this allotment. The allottee shall quote the unit no. .... in all future communication with the company.

AND WHEREAS as per the layout plan it is envisaged that the Dwelling Units / Apartment / Flat on all floors shall be sold as an independent Dwelling Unit with impartible and undivided proportionate share, in the land area underneath his block & as well as the passage, stairs and corridors, overhead and under ground water tanks and other common facilities, if any, for the Dwelling Units(s) to be used and maintained jointly by all the Allottee(s) in the manner hereinafter mentioned further. The terrace / terrace rights are vested with the company and the Allottee (s) shall not be permitted to carry out any Construction on the Terrace. However the company, in case of any change in the FAR, has the right to explore the terrace / terrace rights to carry out construction of further apartments and in the eventuality of such change, in the FAR without any objection whatsoever from the Allottee(s).

AND WHEREAS the Allottee(s) is / are aware of and has / have knowledge that the building plans are tentative with such change or modifications as may be carried out by the Competent Authority / Company.

AND WHEREAS the company has allowed the allottee (s) inspection of the site, proposed building plans, specifications, ownership records of the aforesaid plot and all other relevant documents relating thereto and as a result here of and/ or otherwise the allottee(s) have fully satisfied himself / herself / themselves in all respect with regard to, all the details of the unit, all common facilities, the title and also the right and authority of the company to enter into the Agreement.

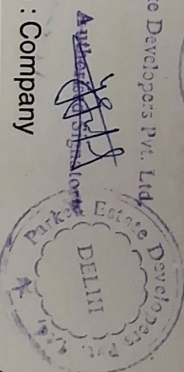
AND WHEREAS after fully satisfying himself / herself / themselves the allottee(s) have agreed to acquire from the company a fully finished, dwelling unit no. .... with impartible and undivided proportionate share, in the land area constructed on aforesaid flat admeasuring.

AND WHEREAS the company has allotted to the allottee(s) Apartment No. .... in the said group housing project to be constructed on the said land with impartible and undivided proportionate share in the land area underneath his block with right of usage for One Medium Covered Car Parking (extra charges) (here in after referred to as the said Dwelling units Apartments Flat).

For Parker Estate Developers Pvt. Ltd.

Signature : Company

Allottee





NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

**A. COST.**

(a) Basic Price

other charges

Rs. 50,50,000/-  
Rs. 4,75,000/-  
Total Rs. 55,25,000/-

**TOTAL COST OF FLAT**

- The total cost consideration/ sale price of the flat shall be Rs. 55,25,000/- (Rupees Fifty Five Lacs Twenty Five Thousand only.) (Excluding the payment for optional items)
- That out of the above said consideration of the dwelling unit, the Allottee(s) has/have paid a sum of Rs. 10,00,000/- (Rupees Ten Lacs only.)
- By way of Deposit Vide Cheque no. 015201 for Rs. 2,00,000/- Date 23.05.09 By way of Deposit Vide Cheque no. 015202 for Rs. 8,00,000/- Date 01-06-09
- (iii) That the balance amount of Rs. 45,25,000/- (Rs. Forty Five Lacs Twenty Five Thousand only) Shall be paid by the Allottee(s) as per schedule of payment mentioned below :-

**PAYMENT SCHEDULE :**

**OPTION 1. (Construction linked plan)**

**OPTION 2. (Down payment plan)**



2. Apart from the above internal services if any, External and / or peripheral services are provided by any Government or Local Authority for any bigger zone and any charge is levied thereof and / or any other charges are levied in any respect, the same shall also be payable in addition to the aforesaid price of basic price of flat and be paid pro-rata by the

For Parker Estate Developers Pvt. Ltd.

Signature : Company

M. S. Kumar  
Allottee

As determined by the Director , Town & Country Planning, Haryana External Development Charges have been calculated. This will be payable by the buyer as mentioned in payment plan above. In case of any increase in the amount of External Development Charges, the same shall be to the account of the buyer and the provision to this effect shall be incorporated in the Sale/Conveyance Deed to be executed by the promoter in favour of the buyer and shall be binding upon the buyer. The buyer shall pay such increased sum, to the promoter on demand.

3.

THAT timely payment of installments as indicated in the Payment Plan is the ESSENCE of the agreement. No separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Allottee(s) to make the payment on or before the due dates. If any instalment as per the payment schedule is not paid by the due date, the Company will charge 24% interest p.a. on the delayed payment for the period of delay. However, if the payment remains arrears for more than two consecutive months, the allotment will automatically stand cancelled without any further intimation to the Allottee(s) & the Allottee(s) will cease to have any lien on the Unit. In such a case, the amount deposited upto 10% of the Basic Price of the Unit, plus the payments made to financing bodies / on behalf of the allottee(s) for loans repaid against this unit will stand forfeited and the balance received by the company if any, will be refunded without any interest. However, in exceptional and genuine circumstances, the Company may, at its sole discretion, condone the delay in payment exceeding two months by charging interest 24% per annum and restore the allotment in case it has not been allotted to some one else. If the said unit has already been allotted to some one else, in such a situation an alternate unit if available may be offered in lieu of the cancelled flat to the allottee. That in case the applicant at any time, desires for cancellation of the allotment, it may be agreed to, through, in such a case, 10% of the Basic Price of the unit and payments made to financing bodies on behalf of the Allottee(s) for loans repaid against this unit shall be forfeited and the balance payments if any will be refunded without any interest.

4.

That in case the Allottee(s) wants to avail a loan facility from his employer or financing bodies, to make payment for the purchase of the unit allotted, the company shall only facilitate the process subject to the following:

a. The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.

For Parker Estate Developers Pvt. Ltd.

Signature : Company

M. S. Kumar  
Allottee



b. The responsibility of getting the loan sanctioned and disbursed, as per the company's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the company, as per schedule, shall be ensured by the Allottee (s), failing which, the Allottee(s) shall be governed by the provisions contained in clauses above.

5. That the aforesaid consideration is for the total area of the said Unit, as mentioned hereinabove commonly known as "super area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the lift, common facilities such as area under stair-cases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage etc. and including all easement rights attached to the said Unit. However, it is admitted acknowledge and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including terraces / basements / stilt etc. and rights to carry out further constructions in case of any change in the FAR, club, swimming pool, open spaces, parks, parking (excepting what has been allotted by this agreement) or tot-lots, public amenities, health club. Shopping center and other facilities and amenities will be sole ownership of the company who will have the authority to charge memberships for such facilities or / and dispose off assets as stated above in the manner deemed fit by the company.

6. PROVIDED, however, if as a result thereof, by any changes in the boundaries or area of the said apartment, the same shall be valid and binding on the Allottee(s). However, revised price will be applicable on the original price on pro-rata basis if the increase or decrease exceeds three percent of the original super area. All dimensions shown in feet-inches are close approximations to metric dimensions.

7. Further, if there are any additional Levies, Rates, Taxes, Charges, Cess and Fees etc. as assessed and attributable to the Company(s) as a consequence of Government/Statutory or other Local Authority(s) order, the Allottee(s) will be liable to pay his/her/their proportionate share of such additional levies.

For Partner Estate Developers Pvt. Ltd.

Authorized Signatory

Signature : Company



*M. S. Suleman*  
Allottee

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## B. CONSTRUCTION / FACILITIES OF FLATS-

1. That the Company may on its own provide additional/better specifications and / or facilities other than those mentioned in the sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The proportionate cost of such changes will be borne by the Allottee(s) and shall be paid as and when demanded.

2. The company shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alias include (i) laying of roads, (ii) laying of water line, (iii) laying of sewer lines and laying of electric lines. However, it is understood that, external or peripheral services such as water, sewer, storm water drains, roads, electricity and horticulture are to be provided by the Government or the concerned Local Authority up to periphery of the complex.

3. The Cost of External Electrification of the complex, which includes cost of sub-station, cost of transformer, main electrical panel and cost of cables up the distribution box will be paid by the Allottee(s) on pro rata sharing basis,

The following facilities will be provided by the company.

- Installation of lift in every block.
- Installation of fire fighting arrangement.
- Installation of intercom connection for each unit.
- Installation of water softening plant for water supply.
- Installation of stand-by generator for running the lifts, tube well, water pump, common services.

**The following facilities will be provided by the company on Extra Payment:**

- Power back-up facility for individual Flat No. Installation charges.
- Membership of Health Club & Swimming Pool.

For Partner Estate Developers Pvt. Ltd.

Authorized Signatory

Signature : Company



*M. S. Suleman*  
Allottee

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- The company at its discretion may construct servant rooms (or dormitories) and storage space within the complex for desirous Allottee(s), the consideration cost of these space will be charged extra at a rate notified at the time of allotment.
- Usage rights of parking space if available, shall be allotted on extra cost as fixed by the company.

### C. MAINTENANCE

1. That on completion of building unit or after letter of possession whichever is earlier, Maintenance Charges shall be payable on possession in advance for two years @ Rs. 10/- (Ten) per sq. ft. Of the super area per annum. The maintenance charges have been fixed in the context of All India Consumer Price Index as on June' 2004 and may be revised depending upon variation in the All India Consumer Price Index prevailing on the date of possession.
2. Moreover the Company/Maintenance Agency of the company/ Association will be entitled to effect disconnection of service to the Allottee(s), which may include disconnection of water, sewer and power backup connection and debarment from usage of any or all common facilities within the complex.
3. The power back for the lifts and common services within the complex shall be provided by the company and is included in the maintenance charge as stated in para 1 above.
4. The total running and maintenance costs of all other power backup systems shall be borne by the Allottee(s) as per their usage over and above the general maintenance charges.
5. The Company/maintenance agency shall maintain the complex subject to payment of maintenance charges for a period of twenty four months from the date of completion of the building/offer of possession or till the maintenance is handed over to the Allottee's Association, whichever is earlier. If the maintenance is handed over to residents association before the lapse of two years, the balance deposit shall be transferred to the

association. The Company/maintenance agency may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard.

6. The Allottee agrees to sign the "Maintenance Agreement" with the company or with the agency undertaking the maintenance activity. Further, the Maintenance Agreement inter alia shall contain the following scope of maintenance and charges shall be payable for:
  - Maintenance of common facilities and services.
  - The period, the Maintenance Agency shall maintain the common services and facilities.
  - Maintenance of fire-fighting arrangement in the complex.
  - Maintenance of centralized security of the complex.
  - Providing conservancy facilities.
  - AMC of fire fighting equipments, lifts, water softening plant, pumps and motors.
  - Running of power back up systems (Installation and running charges to be paid for separately).
7. The monthly maintenance charge does include expenditure on power back up for running the common services. Common electricity and water charges shall be paid by the Allottee(s) on Pro rata basis of the super area.
8. THAT the maintenance of the individual residential unit including all wall and partition, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Allottee(s) from the date of possession. Further, the Allottee(s) will neither do himself nor permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the local authorities or the association of Allottee(s).
9. That the maintenance charges as detailed in para 1 shall be payable within 15 days from the date of offer of possession by the Company, whether or not the Allottee(s) takes possession of his/her unit. In case of delay in payment of maintenance charges beyond this period, interest @ 24% p.a. shall be charged for the period of delay.

For Parker Estate Developers Pvt. Ltd.,

Signature : Company

Authorized Signatory

*M. Srinivas*  
Allottee

For Parker Estate Developers Pvt. Ltd.,

Signature : Company

Authorized Signatory

*M. Srinivas*  
Allottee



**D. ASSOCIATION**

10. THAT it shall be incumbent on each Allottee(s) to form and join an Association comprising of the Allottee(s) for the purpose of management and maintenance of the complex.
11. THAT only common services shall be transferred to the Association. Facilities like parking, shopping areas with its approaches, club, storage spaces, servant room, swimming pool, central plaza, parks etc. shall not be handed over to the Association and will be owned by the Company. The company reserves the rights to allot membership for usage of common utilities to persons other than the Allottees, as may be deemed fit by the company.
12. That 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, the same shall be used on cost sharing basis.
13. THAT the Allottee(s) will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of services, equipments and the structure.

**E. POSSESSION**

1. The possession of the said apartment is likely to be delivered by March 2002. However, the time of possession shall be subject to the Force Majeure condition and regular and timely payment by the Allottee(s).
2. In case the Completion of the said apartment is delayed for reasons of Force Majeure including Civil Commotion, War, Enemy Action, Terrorist Action, delayed payment or any Act of God or delay in grant of permission by the Competent Authority or any statutory notification or enactment of law or due to market conditions etc. then the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said apartment.

For Parker Estate Developers Pvt. Ltd.  
Authorized Signatory  
Signature : Company

*M. S. K. K. K.*  
Allottee

3.

The possession of the Unit shall be handed over on receipt of all dues, documentation and on fulfillment of conditions as stipulated in the agreement of sale and after transfer of title as permissible in law. If the physical possession is not taken over at site within 30 days of offer of possession, the Allottee shall pay watch and charges @ Rupees five per sq. ft. per month for the period of delay in taking the possession.

5. The Allottee(s) after taking possession of the said apartment or receiving deemed possession, shall have no claim against the Company in respect of any item or work in the said apartment, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, building material or any other reason whatsoever.

6. That the Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said apartment as the case may be or at any time thereafter, have no objection to the Company constructing or continuing with the construction of the other building(s) adjoining the apartment sold to the Allottee.

7. That the Allottee(s) hereby undertakes to abide by all laws, rules and regulations of Haryana Development Authority from time to time or any other laws as are applicable to the said apartment from time to time.

8. That the sale deed of the unit shall be got executed in favour of the Allottee(s) by the Company after the entire payment and dues in respect of the allotment are cleared by the Allottee(s). The registration charges including all cost of stamp papers, documentation fees, official fees and other informal charges shall be borne by the allottee(s).

For Parker Estate Developers Pvt. Ltd.  
Authorized Signatory  
Signature : Company

*M. S. K. K. K.*  
Allottee









## PARKER ESTATE DEVELOPERS PVT. LTD.



308, GD-ITL Tower, B-08, Netaji Subhash Place,  
Pitam Pura, New Delhi-110 034  
Tel. : 47002040, 47002030 Fax : 27351316  
E-mail : parkerestate@yahoo.co.in  
Website : www.parkerestate.com

### ANNEXURE

Unit No. : 2114

Mrs. Meenu Kanodia  
W/o Mr. Chetan Kanodia  
R/o 213 A, Guru Nanak Marg,  
Kewal Park, Azad Pur,  
Delhi - 110033

Sr. No.	Particulars	Unit Price (Rs)	Total Amount (Rs.)	Amt Recd (Rs.)	Balance (Rs.)
1.	Basic Cost	50,50,000/-	50,50,000/-	5,25,000/-	45,25,000/-
2.	Other Charges	4,75,000/-	4,75,000/-	4,75,000/-	-
			<u>55,25,000/-</u>	<u>10,00,000/-</u>	<u>45,25,000/-</u>

### INSTALMENT PLAN :-

	Date	Amount (Rs.)
Immediate Due		37,25,000/-
1st Installment	30 <sup>th</sup> November, 2009	4,00,000/-
On Possession		4,00,000/-

\* Interest on delayed payment @ 24% p.a. applicable.

Thanking You,

(Authorized Signatory)

Parker Estate Developers Pvt. Ltd.



*Meenu Kanodia*

Mrs. Meenu Kanodia  
ALLOTEE