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**FLAT BUYER'S AGREEMENT**

**MERITON  
GROUP**





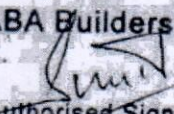
उत्तर प्रदेश UTTAR PRADESH

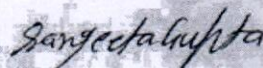
AE 968826

**ALLOTMENT LETTER**

This allotment held on this 10<sup>th</sup> day of May 2012 between M/s. ABA Builders Ltd., a company incorporated under the Indian Companies Act 1956, having its administrative office at GH-4, Ahinsa Khand Ist, Indirapuram, Ghaziabad-201014.

For ABA Builders Ltd.

  
Authorised Signatory





Mr. Sumit Bhatia

For ABA BUILDERS LTD.

कौ. सं. 148 दिनांक 05/5/12

स्टाम्प का क्र. का प्रायोगिक

स्टाम्प केला का नाम / पता

स्टाम्प का मूल्य

स्टाम्प विक्रेता के हस्ताक्षर

स्टाम्प विक्रेता की अवधि 20 तक 05

प्रीति स्टाम्प विक्रेता

लाइसेंस नं 407 तहसील परिसर गाजियाबाद

S/o Subhash Bhatia

Telephone

4215

See Signatory





उत्तर प्रदेश UTTAR PRADESH

AE 968827

(First Party) and to Mrs. Sangeeta Gupta W/o Mr. Pradeep Kumar Gupta R/o AG-31, 2<sup>nd</sup> Floor, Shalimar Bagh, New Delhi - 110052. for Flat No.1402 Block No. OC-5 in 14<sup>th</sup> floor. "Orange County" GH-4, Ahinsa Khand-1, Indirapuram, Ghaziabad, U. P. - 201014.

For ABA Builders Ltd.

Authorised Signatory

COMPANY

Sangeeta Gupta  
ALLOTEE



For ABA BUILDERS LTD.

80 स० 149 दिनांक 05/5/12

स्टाम्प कय करन का प्रायोजन

स्टाम्प कंता का नाम/पता

स्टाम्प का मूल्य

स्टाम्प विदेशी के इस्ताफर

स्टाम्प विक्रय कि अवधि 20

प्रीति स्टाम्प विदेशी

लाइसेंस न० 407 तहसील करिगर गाजियाबाद

Smit Sharma

Sto. Subhash Sharma

Jewapuram 42B

Registered Signatory



**ABA Builders Ltd.**

GH-4, Ahinsa Khand-1, Indrapuram

Ghaziabad, U. P. - 201010

Phone : +91.120.4188900-914

Fax : +91.120.4188908

Email : info@meritongroup.com

Web : www.meritongroup.com

SRK/OC/1719 /12

May 10<sup>th</sup>, 2012

To,  
Mrs. Sangeeta Gupta  
R/o AG-31, 2<sup>nd</sup> Floor,  
Shalimar Bagh,  
New Delhi - 110052.

Dear Sir/Ma'am,

Please refer your flat no. 1402 in block OC-5, 14<sup>th</sup> floor in our prestigious project "ORANGE COUNTY". You are requested to deposit the following payments:

**Demand Letter**

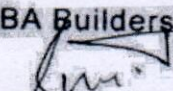
- |    |             |   |                   |
|----|-------------|---|-------------------|
| 1. | Total Cost  | : | Rs. 50.00000 Lacs |
| 2. | Amount Paid | : | Rs. 38.00000 Lacs |
| 3. | Balance     | : | Rs. 12.00000 Lacs |

You are requested to deposit the same on as per given schedule either by way of own sources or bank.

**PLAN**

NO.	Particulars	Due Date of Payment	Amount (In Lacs)
1.	Booking Amount	01.05.12	Rs. 38.00000 Lacs
2.	Balance Due	01.06.12	Rs. 12.00000 Lacs
	<b>TOTAL</b>		<b>Rs. 50.00000 Lacs</b>

For ABA Builders Ltd.

  
Authorised Signatory



**A|B|A Builders Ltd.**

GH-4, Ahinsa Khand-1, Indrapuram

Ghaziabad, U. P. - 201010

Phone : +91.120.4188900-914

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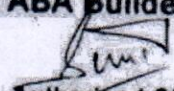
**TO WHOM SOEVER IT MAY CONCERN**

This is to certify that the additional cost of flat no. 1402 in Block OC-5 on 14<sup>th</sup> floor of our prestigious project "ORANGE COUNTY" allotted to Mrs. Sangeeta Gupta W/o Mr. Pradeep Kumar Gupta R/o AG-31, 2<sup>nd</sup> Floor, Shalimar Bagh, New Delhi - 110052. is as under:

**Break Up Of Additional Cost**

1. IFMS	: Rs. 0.54000 Lacs
2. Electricity (Backup)	: Rs. 0.75000 Lacs
3. Parking (One Covered)	: Rs. 0.00000 Lacs
4. Club	: Rs. 0.30000 Lacs
<b>TOTAL</b>	<b>: Rs. 1.59000 Lacs</b>

**For ABA Builders Ltd.**

  
Authorised Signatory





## FLAT BUYER AGREEMENT

THIS AGREEMENT made at New Delhi on this 10<sup>th</sup> day of May, Two Thousand and Twelve.

### BETWEEN

ABA Builders Limited, 30 JAWAHARLAL NEHRU ROAD, KOLKATA-700 016, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 16A Chowringhee Mansion and Administrative Office at :GH-4 AHINSA KHAND-1 INDIRAPURAM GHAZIABAD 201014 through its authorized representative / signatory Mr. Sumit Bhartia, (hereinafter referred to as the "DEVELOPER" which expression shall, unless excluded by or repugnant to the meaning or context or meaning thereof, be deemed to mean and included its successors, subsidiaries associates and assigns), of the ONE PART.

### AND

1. Shri/Smt./Ms. Sangeeta Gupta

Son/Wife/Daughter of Pradeep Kumar Gupta

Resident of AG-31, 2<sup>nd</sup> Floor, Shalimar Bagh, New Delhi - 110052.

2.

Shri/Smt./Ms.                     

Son / Wife / Daughter of                     

Resident of                     

Hereinafter, jointly and severally, referred to as the "BUYER" which expression shall, unless it be repugnant to the context or meaning thereof be deemed and include his / her or each of their heirs, legal representatives, executors administrators and permitted assigns, of the OTHER PART.

### IN RESPECT OF

Residential Flat bearing No. 1402 having an approx 1800 sq. ft. of Super Area, on Fourteenth Floor in Block No. OC-5 situated in the residential complex, namely "ORANGE COUNTY" to be constructed by the Developer on plot No.GH-4, Ahinsa Khand-1, Indirapuram.

### WHEREAS

For ABA Builders Ltd.

Sumit Bhartia  
Authorized Signatory

For ABA Builders Ltd.

Sangeeta Gupta  
Authorized Signatory



In a Public Auction held on 7/10/05 by Ghaziabad Development Authority (GDA, in short), the Developer was declared successful bidder of the Plot GH-4, situated in AHINSA KHAND, 1st Indirapuram, Ghaziabad, U.P. having an area of 40331.32 Sq. mtr. (herein after referred to as the "said Plot").

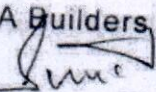
- B. AND WHEREAS on acceptance of the bid, GDA allotted the said Plot to the Developers vide its Allotment Letter No. 768 / Comm. Deptt. for development of a Group Housing Complex thereon, on the terms and conditions recorded therein.
- C. AND WHEREAS, on 18/03/06 the GDA, executed the Conveyance Deed dated 10/03/06 of the said Plot in favour of the Developers on 18/03/06 and the same was registered as Document No.UR-77879779, in Book No. 1, Jild No. 6549, on pages 153 to 170 on 18/03/06, with the Sub-Registrar Ghaziabad.
- D. AND WHEREAS, the Developers have planned to develop a residential group housing complex to be known as "Orange County" (hereinafter referred to as the said "Complex") on the said Plot as per the building plans approved / to be approved by the concerned authority.
- E. AND WHEREAS, the Buyer, after having himself fully acquainted and satisfied with the title of the Developer over the said Plot and as to their right to construct the said complex thereon and to sell the Flats therein, applied, vide Application No. 5995 Date 01.05.12, to the Developers for allotment/ purchase of a residential flat in said complex and the Developers have agreed to allot / sell a residential flat to the Buyer on the terms agreed and as recorded hereinafter.

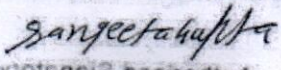
**NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:**

**1. FLAT**

- 1.1 Subject to the premises contained herein and in consideration of the Buyer having agreed to pay the Basic Price and other costs and charges as stipulated herein, the Developers hereby agree to sell and the Buyer agrees to purchase the Residential Flat bearing No.1402 having an approx 1800 sq. ft. of super area, on Fourteenth Floor in Block No.OC-5 consisting of 3 bed rooms, drawing/dining, kitchen toilets, balconies, in the said Complex, named Orange County (hereinafter referred to as the said "Flat") along with proportionate, undivided, unidentified, impartible interest / share in the land underneath.
- 1.2 The Buyer shall have no right in the land underneath the Complex except the undivided / unidentified rights in land proportionate to the area of the Flat herein agreed to be sold and the necessary easementary rights pertaining thereto. Apart from that, the Buyer shall not be having any right, title or interest of any kind

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whatsoever, in any land buildings, common areas, facilities and amenities provided anywhere in the said Complex, save and except the right to use the common areas, facilities and amenities subject to payment of maintenance and / or other charges provided for the same. The developer shall be sole owner of the such lands, buildings, facilities and amenities and the Developer shall be entitled to sell, transfer, part with possession thereof, or otherwise disposed of the same to any person in any manner, as permissible in law, at its sole discretion and the Buyer shall not be entitled to question / object, the exercise of such discretion by the developer on any ground whatsoever.

- 1.3 The sale consideration as mentioned in the present agreement in firm and there shall not be any escalation in the prices.

## 2. SUPERAREA

- 2.1 The term "Super Area" wherever appeared in the present agreement, shall mean, the sum of; (i) the entire area of the said Flat enclosed by its periphery walls, including half of the area under common walls between two flats, full area of walls in other case, area under columns, cupboards, window projections and balconies and (ii) proportionate share of service areas to be utilized for common use and facilities, including but not limited to lobbies, staircases, circulation areas, lifts, shafts, passages, corridors, stilts, lift machine room, water supply arrangement, maintenance office, security / fire control rooms etc. The method of calculation of super area stated herein shall be binding upon all the parties

- 2.2 The Buyer has understood and agreed that notwithstanding the fact that a portion of common area has been included for the purpose of calculating the super area of the said Flat, it is only the covered area of the Flat, i.e. area enclosed by its periphery walls, that has been agreed to be sold and to which the Buyer shall have the exclusive right and the inclusion of the common areas in the computation of super area, as such, does not give any right, title or interest therein to the Buyer.


- 2.3 The Super Area of the said Unit, as given in this agreement is only tentative area and the actual size of the said Unit may vary at the time of final measurement. The Buyer undertakes and agrees that the final sale consideration of the said Unit, payable by him to the Developer, will be as per the actual Super Area of the said Flat.

## 3. COST/SALE PRICE

- 3A. BOOKING AMOUNT Received Rs 21,00,000/- (Rupees Twenty One Lacs Only) vide receipt no. 14858 Dated 01.05.12.

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3B.

ALLOTMENT NO.	F-995	AREA	1800 Sq. Ft.
FLAT /TOWER NO.	1402/OC-5	CATEGORY	3BR

3C.

Cost in Lacs

1.	Basic Sale Price	Rs. 48.41000 Lacs
2.	PLC	NIL
3.	Additional Charges	Rs. 1.59000 Lacs
	Total cost of Flat	Rs 50.00000 Lacs

3D. PLAN CASH DOWN:

Cost in Lacs

S. No.	Particulars	Due Date of Payment	Amount
1.	Booking Amount	01.05.12	Rs. 38.00000 Lacs
2.	Balance Due	01.06.12	Rs. 12.00000 Lacs
	Total:		Rs. 50.00000 Lacs

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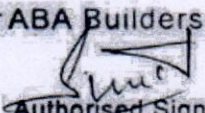


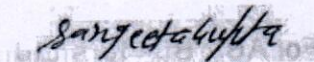
4. **PREFERENTIAL LOCATION CHARGES**

- 4.1 In addition to the basic price of the Flat, the Buyer shall also pay to the Developer Prime / Preferential Location Charges (PLC) at the rate of stipulated under per sq. ft. of super area of the Flat as and when PLC all due as per the payment plan opted by the Buyer.
- 4.2 The Buyer hereby specifically agree that in the event to any change in the lay out plan/building plan, or for any other reason ceases to be in Prime/Preferential location, the Developer shall be liable to refund to the Buyer, only the amount paid by the Buyers as PLC, by adjusting the same in the last installment to be paid by the Buyer as per the opted payment plan.
- 4.3 The Buyer hereby also specifically agrees that in the event due to any change in the lay out plan/Building plan, or for any other reason, the Flat becomes primly/ preferentially located, then the Buyer shall be liable to pay to the Developer, in addition to the basic price of the Flat, PLC as stipulated in the next clause, as and when demanded by the Developer.
- 4.4 The PLC shall always be treated as part of sale consideration of the Flat.
- 4.5 A Flat shall be deemed to be primly/ preferentially located in any of the following conditions as mentioned in column A and the PLC payable shall be as mentioned in column B.

A	B
(i) Ground Floor Flat	Rs. <u>NIL</u> sq. ft. of super area
(ii) 1 <sup>st</sup> to IIIrd Floor	Rs. <u>NIL</u> sq. ft. of super area
(iii) Above 11th Floor	Rs. <u>NIL</u> sq. ft. of super area
(iv) Corner Flats	Rs. <u>NIL</u> sq. ft. of super area
(v) Park Facing	Rs. <u>NIL</u> sq. ft. of super area

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5. **CAR PARKING**

- 5.1 The Buyer shall also pay to the Developer, as per the opted payment plan, a sum of Rs NIL/-, towards grant of right to use One designated Covered car parking space.
- 5.2 The Buyer shall not be the owner of the allotted car parking space but a licensee of the Developer for use of the same only for the designated purpose i.e. parking of vehicle.
- 5.3 The buyer shall not use or cause to be used, the said space for any purpose other than parking.
- 5.4 In the event of transfer of the Flat, the license of user of the said parking space shall automatically transfer to the Transferee of the Flat.

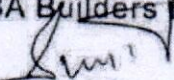
6. **EARNEST MONEY**

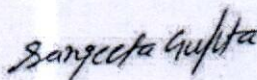
- 6.1 The Developer and the Buyer hereby agree that 20% of the Basic Price of the said Flat shall constitute the Earnest Money.
- 6.2 The Buyer has understood and hereby agree that the Earnest Money is for the purpose of securing due performance of this agreement by the Buyer and that in the event of termination of this agreement due to any breach on the part of the Buyer, the Developer shall be entitled to forfeit that Earnest Money and the Buyer shall not object or challenge the said forfeiture on any ground whatsoever.

7. **PAYMENT**

- 7.1 The Buyer has paid a sum of Rs. 38,00,000/- (Rupees Thirty Eight Lacs Only) to the Developer towards cost of the said Flat, and the receipt of the same the Developers hereby admit and acknowledge. The Buyer agrees to pay the remaining sale consideration, other charges as per payment plan consented by the buyer.
- 7.2 The Buyer shall make all payments through Account Payee Cheques / Demand Draft in favor of Ms. ABA Builders Ltd. Payable at Delhi.
- 7.3 It is agreed between the parties that the developer shall have the right to adjust the amount received from the buyer, first towards the interest, other charges, if any, due from the Buyer under this agreement and the balance towards the sale consideration of the Flat.
- 7.4 In the cases of Construction Linked payment Plan / EMI linked, the Developer from time to time issue demand notices to the Buyer demanding the amount due and the said notice shall be final and binding and the Buyer shall be bound to make the payment of demanded amount within the period given in the said notice,

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otherwise non payment shall be treated as breach of the payment plan. However, in case of time bound installments plans, issue of any such demand notice shall not be required but the Developers may at its discretion issue call notices demanding the payment. The Buyer, however, shall be bound to make the payment of installments on their due dates, irrespective of the fact whether any call notice has been issued to him or not.

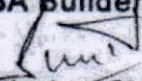
**8. DEFAULT/DELAY IN PAYMENT/OTHER BREACH**

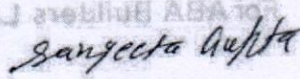
- 8.1 The Buyer has understood and agreed that timely payment of the installments / amount due shall be the essence of this Agreement and that he shall not make any default in making payment of any installment and other charges and shall also not breach any other terms or condition of this agreement.
- 8.2 In the event Buyer makes any default / breach of any of the terms of payment and /or other terms and conditions of this agreement, this agreement shall stand cancelled and in such an event, the buyer shall forfeit to the Developer 20% of the amount of Total Cost, interest, if any, on delayed payment, brokerage, if any paid by the Developer to any broker etc. and Buyer shall not be left with any right, title, and / or interest of any nature in the said Flat in any manner whatsoever at its sole discretion. The amount, if any paid by the Buyer to the Developer over and above the earnest, money interest on delayed payment, brokerage etc. would be refundable to the Buyer but without any interest or compensation of whatsoever nature.
- 8.3 The developer, however, without prejudice to his right to treat this agreement as cancelled, may, in its absolute discretion, waive the default in making the payment by the Buyer, subject to the condition, that Buyer shall pay the interest on default payment @24% per annum, for the period of 60 days from the due date and @36% per annum for all period exceeding 60 days from the due date. It is made abundantly clear that the discretion of the Developer in this regard shall be absolute and Buyer shall not be able to compel the Developer to exercise the same on any ground whatsoever, including the ground that the Developer has exercised this option in the cases of some other Buyers / defaulters.
- 8.4 In case of cheque dishonor a returning charges worth Rs.1000/-will be debited.
- 8.5 General cancellation of booking will attract forfeiture of 25% of flat cost.

**9. ALTERATIONS IN THE LAY OUT PLAN, DESIGNS, AND SPECIFICATIONS**

- 9.1 The Buyer has seen and accepted the layout plans, building plans, designs and specifications and has understood and agreed that the same are provisional and tentative and are subject to change at the instance of the sanctioning / competent

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authorities and / or as the Developer may deem fit on the advice of its Architects or otherwise. The Buyer hereby authorizes the company to effect, and gives his consent to, all such alterations / modifications in the lay out plan/building plans designs and specifications.

- 9.2 Such alterations may include change in location of the Flat, its number, change in its area and also increase or decrease in total number of flats, floors etc.
- 9.3 The Buyer also agree and undertake that he shall pay to the Developer increase, in any, in the cost of the Flat due to such changes and modifications. Like wise benefit of decrease, if any, in the cost of the flat due to such changes, shall be given to the Buyer.
- 9.4 In case of any major alterations/modifications, resulting in  $\pm 5\%$  change in the cost of the Flat, the Developer shall intimate, in writing, to the buyer such changes and the resultant change in the cost of the flat to be paid by the Buyer. In case the said changes / modifications are not acceptable to the buyer, he can raise his objection within 30 days of the receipt of intimation from the Developer. In such an event, the present agreement shall be treated as cancelled and the amount paid by the Buyer to the Developer under this agreement shall be refunded to the Buyer without any interest and / or compensation of whatsoever nature. If Buyer fails to raise his objection in writing within the prescribed period of 30 days, he shall be deemed to have given his full consent to the alterations / modifications.
- 9.5 In the event of paucity or non availability of any particular construction material / article, the Developer shall have the right to use alternative material/article but of equally good quality. Opinion of the Architects of the Developer on such changes shall be final and binding on the Buyer.

#### **10. ADDITIONAL CONSTRUCTIONS**

- 10.1 That Buyer agrees that in case during the course of construction and/or after the completion of the Building(s) in the Complex, if further construction on any portion of the plot or building or on the terrace becomes permissible, the Developers shall have the exclusive right to take up or complete such further construction as belonging to the Developers, without any objection and/or hindrance from the Buyer.

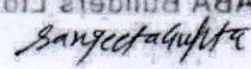
#### **11. COMPLETION OF CONSTRUCTION**

- 11.1 The Developer is likely to complete the construction of the said Flat, within a period of 30 months from Mar 10.
- 11.2 However, any time loss, occasioned by, the complete stoppage or slow down, of the construction activity, due to force majeure, any restriction/restraint put by any

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competent authority and/or courts of law, time taken by any competent authority in granting, any necessary or required permission, or due to any situation/ circumstances beyond the control of the Developer and which is not created by the Developers own willful neglect and default, shall be excluded while computing the aforesaid period of 30 months. It is specifically made clear that should the aforesaid time period of 30M for completion of the construction is extended because of any of the aforesaid reasons, no claim by way of damages/ compensation, as provided herein or otherwise, shall lie against the Developers for such extended period and such extended period shall be excluded while computing the period of delay, if any in completion of the construction.

- 11.3 For the purpose of this Agreement, the date of making an application to the concerned authorities for issue of completion/part completion/occupancy/part occupancy certificate of the Complex shall be treated as the date of completion of the construction of the Flat.

## **12. DELAY IN COMPLETION OF CONSTRUCTION**

- 12.1 In case the Developer fails to complete the construction within the agreed period of 30 months as mentioned in clause 11.1, the Developers would pay to the Buyer, a compensation @Rs. 5 per sq. ft of Super Area of the Flat per month for the period of delay after considering 3 months grace period after agreed period .

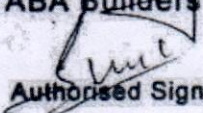
## **13. POSSESSION**

- 13.1 The Developers on completion of construction and on obtaining certificate for occupation and use from the competent authorities shall issue a final call notice to the Buyer, calling upon him to remit all remaining dues, charges, expenses, etc, as may be mentioned therein, within 30 days thereof and take possession of the Flat after execution of the Sale Deed.
- 13.2 The Buyer, on receipt of such call notice shall pay to the Developer, within the stipulated period; the amount demanded therein and shall execute the sale deed and take possession of the said Flat, within the stipulated period. Payment of all the dues as may be mentioned in such call notice shall be a condition precedent for execution of sale deed and handing over possession of the said Flat to the Buyer.

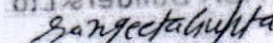
## **14. NON TAKING OF POSSESSION**

- 14.1 In the event Buyer did not comply with the call notice, within the stipulated period, as prescribed in the previous clause, the same shall be a serious breach of

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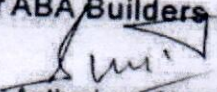
the present agreement and in such an event clause 13.1 of this agreement shall come into play and the consequences mentioned therein shall follow.

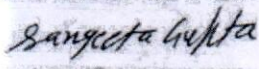
- 14.2 The Developer, however without prejudice to his right to treat this agreement as cancelled, may, in its absolute discretion, waive the aforesaid breach, and execute the sale deed in favour of the Buyer and handover possession of the said Flat to him at any time after the stipulated period of 30 days, subject to the condition, that Buyer shall pay to the Developer an holding compensation @ Rs.5/ per sq. ft. of the super area of the Flat per month for the period of delay. This compensation shall be a distinct charge, independent of other charges, including maintenance charges, compensation as may be payable by the Buyer under any other clause of this agreement. It is made abundantly clear that the discretion of the developer in this regard shall be absolute and Buyer shall-not be able to compel the Developer to exercise the same on any ground whatsoever, including the ground that the Developer has exercised this option in the case of some other buyer/defaulters.
- 14.3 In the event the Developer Exercises its discretion under clause 13.2 above, the Buyers shall be deemed to have taken possession for the purposes of this Agreement on the 30<sup>th</sup> day of the final call notice and shall be liable to pay all charges, including maintenance charges, taxes, levies, outflows on account of the said Flat from the 30<sup>th</sup> day of the final call notice.

## 15. MAINTENANCE

- 15.1 The maintenance of the entire complex shall be undertaken by the Developer itself or by its duly nominated agency. The Developer or its nominee, as the case may be, is referred to as Maintenance Agency (Or MA) in this clause.
- 15.2 The powers to take decision as to when such handover as will take place shall solely rest with the Maintenance Agency and its decision in this regard shall be final and binding.
- 15.3 The Buyer hereby agree and undertake, to enter in to a separate Maintenance Agreement, at the time of taking possession, with the Developer for the purpose of management, administration, preservation maintenance and upkeep of said Complex, operation and maintenance of common services therein and also for maintenance repair.
- 15.4 The Buyer hereby himself and undertake to pay to the Maintenance Agency, Maintenance Charges, for the time being fixed at Rs. \_\_\_ per sq. ft. along with applicable service tax, of the Super Area of the Flat, per month, to be utilized for the purpose of management, administration, preservation maintenance and un keep of said Complex, operation and maintenance of common services therein like operation and maintenance of lifts, generators, fire fighting system, sewerage system, common electricity, garbage disposal, upkeep and cleanliness of common areas, water supply.

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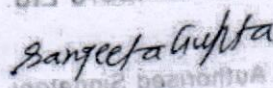


- 15.5 The Buyer further agree and binds himself to pay to the Developer a sum of Rs.30/- per sq. ft. of the Super area of the Flat, ONCE towards IFMS as replacement fund to be established for meeting expenses relating to repair / replacement of capital equipment including such as lifts, pumping sets water mains, electric cables, transformers, generators, fire fighting installations, devices and equipments, painting of exterior walls of the complex, major repairs of common areas and facilities, as and when required in the absolute discretion of the Developer.
- 15.6 In order to secure duly payment of the maintenance and other charges to be payable by the Buyer to the Developer the buyer as per payment schedules shall deposit and shall always keep deposited with the Developer non interest bearing, Maintenance Security @ Rs.30/- per sq. ft. of the super area of the Flat.
- 15.7 Watch and ward arrangement shall be provided in the complex as part of maintenance of the complex. For this Developer shall be fully entitled to make appropriate arrangements for the safety and security of the complex and the Flat occupant, including regulation of the entry of persons into the complex, as per rules and regulations framed by Developer. The rules and regulations framed by the Developer in this regard shall be final and binding upon all the occupants of the Flats.
- 15.8 The Buyer shall permit the Developer and its agents, surveyors, workmen etc to enter into his / her flat as and when required, and provision to enter locked Flats for all such purposes which may be necessary for administration of the maintenance undertaken by the Developer. It is the sole responsibility of Buyer to make such arrangements.
- 15.9 All the internal maintenance of the Flat including the maintenance and repair of the electric fittings, sanitary fitting, internal piping, gas connection etc shall be the sole responsibility of the Buyer and the Developer shall not be responsible for any internal maintenance of the said Flat.
- 15.10 The Developer shall be fully entitled to revise the charges for maintenance, maintenance security, contribution towards IFMS etc, from any particular date, keeping in mind the increasing cost of the man power, material etc.
- 15.11 The Buyer hereby agree and undertake that he shall timely make the payment of all the charges towards maintenance as provided in the clause and in case of delay / default he shall be liable to pay interest @ 24% per annum on arrears. For 1<sup>st</sup> 60 days onward @36% per annum will be charged extra.
- 15.12 The buyer has agreed and fully understood that his right to use the commons areas and facilities shall always be subject to the timely payment of maintenance charges as provided under the clause and in the default of payment he shall be deprived of his right to use such common areas and facilities. The Developer can take this measure of disallowing the user of common area and facilities

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irrespective of its right to recover interest @ 24% per annum on any arrear of maintenance charges, security etc. for first 60 days onwards 36% per annum will be charged.

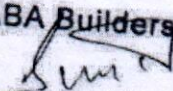
- 15.13 In the event, if any third party occupies the flat with the permission of the Buyer under whatsoever arrangements between them, it shall be the responsibility of the Buyer, to make such third party agreeable for all the terms and conditions under this clause as well as the Maintenance Agreement including payment of stipulated charges. In case of default by any such party, the Developer shall have the right to recover the arrears along with the aforesaid interest from the Owner of the Flat or else from such occupier of the flat.
- 15.14 The Buyer hereby acknowledge to have understood that he would be liable to pay maintenance charges I security deposit etc from the 30<sup>th</sup> day of the final call notice as contemplated in clause above. It is clarified that for this purpose, Buyer shall be deemed to have taken possession of the Flat on the 30 day of the Final call notice, offering him possession of the Flat, irrespective of the Fact whether or not the Buyer has taken the actual physical possession of the Flat.

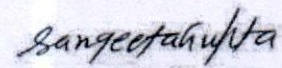
**16. COMPLIANCE OF LAW**

- 16.1 The Buyer agrees to abide by all laws, bye laws, rules regulation of the GDA. The U.P. Government, the Local Bodies, and shall be responsible/liable for all defaults, violations or breaches of any of the conditions or rules and regulations as maybe applicable.

**17. TRANSFER/CHANGE OF NOMINEE**

- 17.1 The Buyer shall not be entitled to transfer / assign his rights accrued under the present agreement to any third party or to get his name substituted by another person without consent of the Developers.
- 17.2 The Developer may accord such consent to such transfer subject to the condition that the administrative charges as prescribed by the Developers from time to time will be paid by the Buyer to the Developer at the time of transfer.
- 17.3 Any change in the name of the Flat Buyer (including addition/deletion) as registered with the Developers will be deemed as transfer for this purpose.
- 17.4 Claims, if any, between transferor and transferee as a result of subsequent reduction/increase in the area of the Flat or its location or otherwise will be settled between transferor and transferee and the Developers will not be party to this or be liable for the same. It will be responsibility of the Buyer to also obtain

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permission of the Authority, if required any for the transfer of the Flat and to pay any charges as may be levied for such transfers.

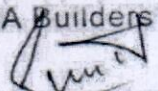
**18. GENERAL RESTRICTIVE CONVENANTS**

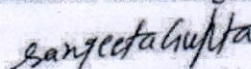
- 18.1 The Buyer shall not at any time demolish the said Flat or any part thereof, make or cause to be made any additions / alterations of whatsoever nature in the Flat or any part thereof, without permission from the concerned authority and / or Developers, chisel or in any manner do damage to the columns, beams, walls slabs or RCC or structural components in the said Flat.
- 18.2 The Buyer shall not put up any name, sign board, neon sign, publicity or advertisement material, outside the said Flat exposed to public view. He will be allowed to display his name, or nay name he may give to his Flat, only at the places specified thereof and at no other place.
- 18.3 The Buyer shall not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
- 18.4 The Buyer shall not display or exhibit, to the public view any picture, poster statue or other articles.
- 18.5 The Buyer shall not make or cause to be made encroachments, or obstructions in common areas / facilities, services and shall not cause hindrance in the use and enjoyment of all common areas / facilities / services of the Complex.
- 18.6 The Buyer shall not use or cause to be used any common area/facility/ services for a purpose other then theft respective intending uses.
- 18.7 The Buyer shall not make noise pollution by use of loudspeakers or otherwise, or throw away or accumulate rubbish, dust rags, garbage, refuse any where save and except at areas/places specifically earmarked for this purpose.
- 18.8 The Buyer shall not use the Flat 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 flats or for any illegal or immoral purposes.

**19. CLUB**

- 19.1 In accordance with the development plan of the Complex, the Developers propose to develop and run a club for the Social activities of the residents in the complex.
- 19.2 The proposed social club in the complex shall be managed by the Developers or its nominee(s). The Buyer shall not interfere, in any manner in the management of the same.

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- 19.3 In all eventualities, the ownership of the Club, its equipments, buildings, furniture etc. and rights in the land underneath shall continue to vest in the Developers irrespective of the fact that its management is with the Developers and or its nominee(s) or a third party appointed for the purpose.
- 19.4 The Buyer may become a member of the said club on payment of prescribed annual membership charges and subject to the condition that he shall follow the rules and regulation framed by the management of the club.
- 19.5 On becoming member the Buyer shall be entitled to avail of the facilities/services provided by the Club as per its rules and regulations and on payment of such annual charges as maybe fixed from time to time.

**20. PAYMENT OF TAXES/STATUTORY DUES**

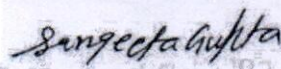
- 20.1 The Buyer shall be liable to pay property tax and all rates, taxes, including service tax, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in proportion to the super area of the Flat irrespective of the fact that the Buyer has not been enjoying the benefit of the Flat. If such charges are increased (including with retrospective effect) after the sale deed has been executed then the proportionate increased charges shall be treated as unpaid sale price of the Flat and the Developer shall have lien on the Flat for recovery of such charges.
- 20.2 Till the Flat is individually assessed to property tax or any other charges as aforesaid by the authorities, the Buyer shall be liable to pay to the Developers on demand, such taxes/charges whether levied now or in future on the land/buildings of the Complex, proportionate to the area of the Flat. Apportionment of such taxes, charges, levies by the Developers or their nominees shall be conclusive and binding upon the Buyer.
- 20.3. The Buyer shall be liable for payment of electric connection charges including meter installation charges, security deposit and the energizing charges and also all charges for water and sewerage connections. The water and electricity consumption charges shall also be paid by the Buyer.

**21. LOAN**

- 21.1 The Buyer hereby consents, authorizes and permits the Developer, to raise finance /loan from any Bank /Financial Institutions and for this purpose to create equitable mortgage against the construction or the proposed built up area or the land beneath the said complex subject the flat being free of any encumbrances at the time of execution of the Sale Deed.

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- 21.2 In case the Buyer wants to avail a loan facility from any bank/financial institution or from any other person he may do so and the developer shall fully co-operate the buyer in this regard. However it is made cleared that the Developer shall not party to the said loan arrangement and terms thereof shall not be binding upon the developer and that the Buyer shall ensure on his own that the loan is sanctioned and disbursed as per the payment schedule. The Buyer shall not be entitled to claim any relaxation /deviation in the payment plan on the ground that the loan is not sanctioned or disbursement getting delayed.

**22. DEVELOPERS INABILITY TO GIVE POSSESSION**

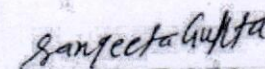
- 22.1 In the event, if for any reasons whatsoever, the whole or any part of the project is abandoned and/or the Flat agreed to be sold herein is not constructed and/or for any other reason, the Developers are not in a position to give possession of the Flat, the Buyer shall have no claim of any kind, whatsoever, against the Developers except to the refund of the amount paid with simple interest at the rate 12% per annum till the date of refund.

**23. PIPED GAS SUPPLY/POWERBACKUP/BROADBAND CONNECTIVITY**

- 23.1 Each flat shall be provided with piped gas supply, through especially setup network of pipes connected to a common gas tank in the complex, subject to its technical feasibility. The cost of setting up such network shall be borne by each of the flat owners on pro rata basis, as and when demanded by the Developer. The buyer shall also have to pay such connection as well as consumption charges for availing and the said facility as may be decided later on by the Developer.
- 23.2 For availing the facility of Power Back up, the buyer shall have to pay **Rs.15,000/-** KW of power backup required by him, as activation /installation charges. The consumption charges shall also be payable additionally on such rates as may be decided later on.
- 23.3 Each Flat shall be provided with Broadband Connectivity for computer application, through a well laid network of cables. The cost of installing such network shall be borne by the Developer. This facility shall be optional one and in case, Buyer chooses to avail the same, he shall have to pay installation/activation charges as well as usage charges on such rates as maybe determined later on.
- 23.4 The buyer shall also pay proportionate charges for provision of any other facility not specifically mentioned in this agreement as any be required by any authorities or considered appropriate by the Developers.

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**24. FOREIGN/NRI BUYER**

- 24.1 The Buyer, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 or any statutory enactment or amendment thereto, and the rules and regulations of Reserve Bank of India or any other applicable law in this regard.
- 24.2 It shall be the sole responsibility of the buyer to obtain all necessary and required permission/approval in respect of all remittances, acquisitions/transfer of the said Flat.
- 24.3 The Developers will not be responsible or liable for any concealments or violations in this respect by the Buyer. The Buyer shall keep the Developer, fully indemnified and harmless in this regard.

**25. INDEMNITY**

- 25.1 Buyer shall abide by all the terms and condition of this agreement and other applicable laws. The buyer shall always keep the developer indemnified and harmless against all such losses/damages which the developer may have to undergo/suffer because of any contravention or non-compliance of the terms of the present agreement or other applicable laws or because of any neglect act of omission or commission, on the part of the Buyer.

**26. DISPUTES RESOLUTION**

- 26.1 The clauses of this agreement shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India
- 26.2 All or any disputes arising out or touching upon or in relation to the terms of this agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled by amicable conciliation
- 26.3 Failing conciliation of all such disputes shall be settled through arbitration, under the provision of the Arbitration and Conciliation Act, 1996 or any statutory amendment/modifications thereof. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Developer. The Buyer hereby agrees that he shall not raise any objection to this appointment. The arbitration proceedings shall be held at an appropriate location in Kolkata.
- 26.4 The courts at Kolkata alone shall have the jurisdiction to adjudicate upon any matter concerning with this agreement.

**For ABA Builders Ltd.**

  
**Authorised Signatory**



**27. GENERAL**

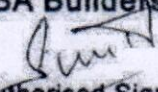
- 27.1 It is expressly agreed between the parties that the Buyer shall not be entitled to assail this Agreement on the ground of want of mutuality even if any stipulations herein are held to be lacking mutuality.
- 27.2 All written communication / requests required to be sent to any party, shall be sent through Regd. A.D / reliable courier at the addresses mentioned in the present agreement. Any change in the address of any party shall immediately be intimated by it to the other party, in writing. Failing which sending the communication/ notice at the last known address will be a sufficient compliance of the requirement and the party shall not be entitled to raise a plea that it did not receive the communication due to change in address.
- 27.3 The Developer reserves the right to transfer the ownership of the said Complex, in whole or in part to any other entity such as partnership firm, body corporate, association or agency by way of transfer/sale or otherwise as may be decided by the Developer in its sole discretion and the Buyer agree that he shall not raise any objection in this regard.
- 27.4 For all intents and purposes singular includes plural and masculine gender includes the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever the Buyer is Joint Stock Company or any other body corporate or organization or an association.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED, SIGNED AND DELIVERED THESE PRESENTS ON THE DATE AND PLACE WRITTEN FIRST ABOVE, IN THE PRESENCE OF THE FOLLOWING WITNESS:**

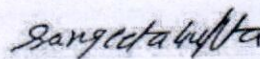
**DEVLOPER**

For and on behalf of ABA Builders Limited.

For ABA Builders Ltd.

  
(Authorized Signatory)

**PURCHASERS**

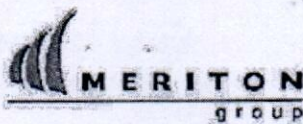


**WITNESSES:**

1. Name & Address

2. Name & Address





For ABA Builders Ltd

Authorized Signatory

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## **A B A Builders Ltd.**

GH-4, Ahinsa Khand-1, Indirapuram, Ghaziabad-201014

Tel: +91.120.4188900/903/904

Fax: +91.120.4188908 Email: [info@meritongroup.com](mailto:info@meritongroup.com) Web: [www.meritongroup.com](http://www.meritongroup.com)



**A|B|A Builders Ltd.**

GH-4, Ahinsa Khand-1, Indirapuram

Ghaziabad, U. P. - 201010

Phone : +91.120.4188900-914

Fax : +91.120.4188908

Email : info@meritongroup.com

Web : www.meritongroup.com

**A.B.A.Builders Ltd.**

**GH-4, Ahinsa Khand -1, Indirapuram, Ghaziabad, 201014**

**Phone: 91-120-4188900-914**

**Fax: 91-120-4188908**

**Email: info@meritongroup.com**

**Web: www.meritongroup.com**

**POSSESSION CERTIFICATE**

No. OC/PL/810/12

(20.05.12) 20<sup>th</sup> May 2012

Mrs. Sangeeta Gupta W/o Mr. Pradeep Gupta R/o AG-31, 2<sup>nd</sup> Floor, Shalimar Bagh, New Delhi - 110088.

Sub: Letter of Physical Possession of Flat No. 1402 Tower No. OC-05 on the 13<sup>th</sup> Floor at "ORANGE COUNTY" at "GH-4, Ahinsa Khand 1, Indirapuram, Ghaziabad-201014"

Dear Buyer,

We are pleased to inform you that on the fulfillment of the terms and conditions of the Agreement to Sell executed with you and on receiving full and final payment in respect of the flat purchased by you, we are hereby handing over to you the satisfactory physical possession of the flat, description of which are given hereunder:

Flat No. : 1402  
Tower No. : OC-05  
Floor : 13<sup>th</sup> Floor  
Area : 1800 Sq. Ft.  
For A.B.A.Builders Ltd.

Authorized Signatory  
SURESH AGARWAL

**AKNOWLEDGEMENT**

Mrs. Sangeeta Gupta W/o Mr. Pradeep Gupta R/o AG-31, 2<sup>nd</sup> Floor, Shalimar Bagh, New Delhi - 110088. do hereby declare that we have received satisfactory physical possession of the Flat No. 1402 Tower No. OC-05 in "ORANGE COUNTY" on 13<sup>th</sup> Floor at GH-4, Ahinsa Khand-1, Indirapuram, Ghaziabad -201014 from M/s A.B.A. BUILDERS Ltd. We do hereby further declare that we have no claim of any nature whatsoever in respect of the said flat from M/s A.B.A.BUILDERS Ltd.

*Sangeeta Gupta*  
(Applicant)

 **MERITON**  
group





14037 4

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.  
25000

25000  
Rs.  
25000

OFFICE OF THE TREASURY  
GHAZIABAD

पच्चीस हजार रुपये

TWENTY FIVE THOUSAND RUPEES

16 MAY 2012

INDIA

Chief Treasury Officer

उत्तर प्रदेश UTTAR PRADESH

B 845185

B 845185

**BRIEF PARTICULAR OF SALE DEED**

- |                       |                              |
|-----------------------|------------------------------|
| 1. Nature Of Property | :- Residential Group Housing |
| 2. Ward No.           | :- 049 / 0571                |
| 3. Address Of Plot    | :- GH-4, Ahinsa Khand Ist    |
| 4. Mohalla            | :- Indirapuram               |
| 5. District           | :- Ghaziabad                 |
| 6. Boundary Of Plot   |                              |
| East                  | : 80' Wide road              |
| West                  | : 120' Wide road             |
| North                 | : 100' Wide road             |
| South                 | : 100' Wide road             |

**7. Particulars Of Vendor**

**M/S. A.B.A. Builders Ltd.** a limited Concern having its Registered Office At 16 A, Chowringee Mansion, Kolkata-700016 & Administrative Office At GH-4, Ahinsa Khand Ist, Indirapuram, Ghaziabad through its Authorized Signatory **MR. SURESH AGARWAL** S/o Mr. Dilip Agarwal

**8. Particulars Of Vendee**

**MRS. SANGEETA GUPTA** W/o Mr. Pradeep Gupta R/o AG-31, 2<sup>nd</sup> Floor, Shalimar Bagh, New Delhi-110088.

**For ABA Builders Ltd.**

*Sangeeta Gupta*  
Authorized Signatory

*Sangeeta Gupta*



Sr. No. 57  
Rs. 57  
Add. in Stamp No. 57  
16 MAY 2012  
Office of Ghazipur

लेनी गुप्ता पत्र 387.4 गुप्ता  
AG-31 माली माली 786



5,336,000.00 / 5,336,000.00 विक्रय पत्र 10,000.00 100 10,100.00 5,000

प्रतिफल पालियत श्रीमती संगीता गुप्ता पत्नी श्री प्रदीप गुप्ता

अवसाह अन्य निवासी स्थायी एजी-31, 2फ्लोर, शालीमार बाग, दिल्ली-88

दिनांक 23/5/2012 समय 11:32AM

रजिस्ट्रार अधिकारी के हस्ताक्षर

राजेश्वर सिंह  
उप निबन्धक (चतुर्थ)

गाजियाबाद  
23/5/2012

निष्पादन लेखपत्र बाद गतने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

विक्रेता श्री. मे. ए. बी. ए. बिल्डर्स लि. द्वारा सुरेश अग्रवाल पुत्र श्री दिलीप अग्रवाल पेशा नोकरी निवासी जीएच-4 अहिंसाखण्ड गांवद

क्रेता श्रीमती संगीता गुप्ता पत्नी श्री प्रदीप गुप्ता पेशा अन्य निवासी एजी-31, 2फ्लोर, शालीमार बाग, दिल्ली-88

ने निष्पादन स्वीकार किया।

जिनकी प्रमाण श्री प्रदीप गुप्ता

पुत्र श्री बाबू लाल गुप्ता

पेशा अन्य

निवासी एजी-31, 2फ्लोर, शालीमार बाग, दिल्ली-88

पुत्री श्री राजीव गुप्ता

पुत्र श्री बाबू लाल गुप्ता

पेशा अन्य

निवासी एजी-31, 2फ्लोर, शालीमार बाग, दिल्ली-88

जिनकी

पन्थीयता भद साक्षियों के निशान अंगुठी नियमानुसार लिये गये हैं

रजिस्ट्रार अधिकारी के हस्ताक्षर

राजेश्वर सिंह  
उप निबन्धक (चतुर्थ)  
गाजियाबाद  
23/5/2012







9) Particulars Of Flat :-

- |                             |   |
|-----------------------------|---|
| Flat No.                    | : 1402 {13 <sup>th</sup> Floor} without roof right            |
| Tower No.                   | : OC - 05   |
| Project                     | : Orange County   |
| Area                        | : Super Area 1800.00 Sq. Ft. {i.e. 167.29 Sq. Mtrs.}          |
|                             | : Covered Area 1440.00 Sq. Ft. Approx {i.e. 133.83 Sq. Mtrs.} |
| Address                     | : GH-4, Ahinsa Khand Ist, Indirapuram, Ghaziabad              |
| 10) Consideration           | : Rs. 48,41,000/- {including one covered parking cost}        |
| 11) Govt. Circle rate       | : Rs. (40000+4000)*50% i.e.<br>Rs. 22,000/- Per Sq. Mtr.      |
| 12) Cost Of Construction    | : Rs. 9000/- Per Sq. Mtr. {Super-"A" Class}                   |
| 13) Cost Due For Stamp Duty | : Rs. 53,36,000/-   |
| 14) Stamp Duty              | : Rs. 3,64,000/-  |
| 15) Parking (1-Covered)     | : Rs. 1,50,000/- {According to<br>The Govt. Circle Rate List} |
| 16) Vendor/Seller           | : Himself   |

Stamp Duty @ 7% as per notification order no. S.V.K.N.-5-2756/11-2008-500 (1165)/2007, Lucknow dt.30.06.08 by Uttar Pradesh Government institution finance, tax and registration anubhag-5.

Alongwith 1% reduction in Stamp Duty for Woman up to the Value of Rs. 10,00,000/-.

For ABA Builders Ltd.

Authorised Signatory

*Sangeeta Gupta*



Sr. No. 580  
 Rs. 200  
 Add. In Stamp No. 28  
**16 MAY 2012**  
 Office of The Treasurer  
 Ghaziabad  
 Cashier



विक्रेता

Registration No.: 19037

Year: 2012

Book No.: 1

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दिलिप अग्रवाल

जीएच-4 अहिसाखण्ड गांधी

नौकरी

*Signature*



For ABA Builders Ltd

Authorized Signatory





**Description Of The Property :**

Residential freehold plot auctioned by Ghaziabad Development Authority bearing no.GH-4, Ahinsa Khand Ist, Indirapuram, Ghaziabad vide their office allotment letter no.768, dt.21.10.2005.

Sale deed of above land was being executed on 18.03.06 between M/S. ABA Builders Ltd. & Ghaziabad Development Authority vide document No.6087, in Book No. 1, Jild no, 6549.on page no.153 to 170.in the office of SUB Registrar- iv Ghaziabad.

Thus the Vendor became absolute owner of the plot @ entitled to develop residential complex on the said plot in the name "Orange County"

After getting requisite sanction and approvals from the GDA Ghaziabad the vendor have constructed a multistoried residential group housing complex known as "Orange County"

For ABA Builders Ltd.

*Sangeeta Gupta*  
Authorized Signatory



Sr. No. 561  
 Rs. 5  
 Add. in Stamp No. 5  
**16 MAY 2012**  
 Office of The Treasury  
 Ghaziabad  
 Carrying



क्रेता

Registration No. 19037

Year 2012

Book No. 1

201 संगीता गुप्ता

प्रदीप गुप्ता

*Sangeeta Gupta*

एजी-31, 2फ्लोर, शालीमार बाग, दिल्ली-88

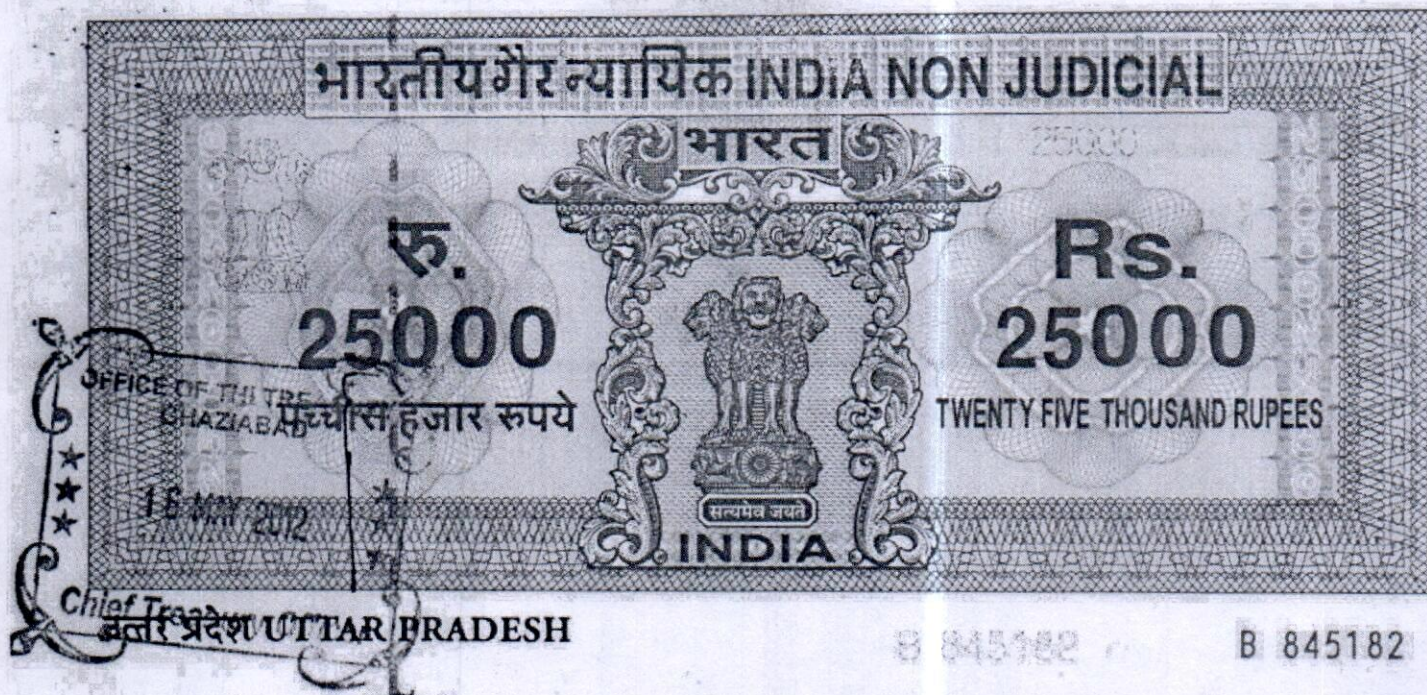
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For ABA B binders Ltd

Authorised Signatory





### SALE DEED

This sale deed is made and executed at Ghaziabad, on this 23 day of May 2012, by **M/S. ABA BUILDERS LTD.** 30, Jawaharlal Nehru road, kolkata-700016 Having its registered office at 16-A, Chowringee Mansion, Kolkata-700016 & administrative office at "GH-4, Ahinsa Khand Ist, Indirapuram, Ghaziabad through its authorized signatory/authorized representative **MR. SURESH AGARWAL** S/o Mr. Dilip Agarwal ( A meeting was held on **27.03.10** of the board of directors of the company & a resolution has been passed on dated **27.03.10** Of the company ), herein after called the "**Vendor**"( Which expression shall unless excluded by the context or by law deemed to include the said company M/S. ABA Builders Ltd., its successors, liquidators & assignees)

### IN FAVOUR OF

**MRS. SANGEETA GUPTA** W/o Mr. Pradeep Gupta R/o AG-31, 2<sup>nd</sup> Floor, Shalimar Bagh, New Delhi-110088. herein after called the "**Vendee (s)**"

(Which expression shall unless excluded by the context or by law deemed to include the said Vendee and his/her/their assignee, legal heirs, legal representatives, successors, administrators & assignees.)

**For ABA Builders Ltd.**

*S. Agarwal*  
Authorized Signatory

*Sangeeta Gupta*



Sr. No.	<i>58</i>
Rs.	
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16 MAY 2012	
Office of The Treas Ghaziabad	



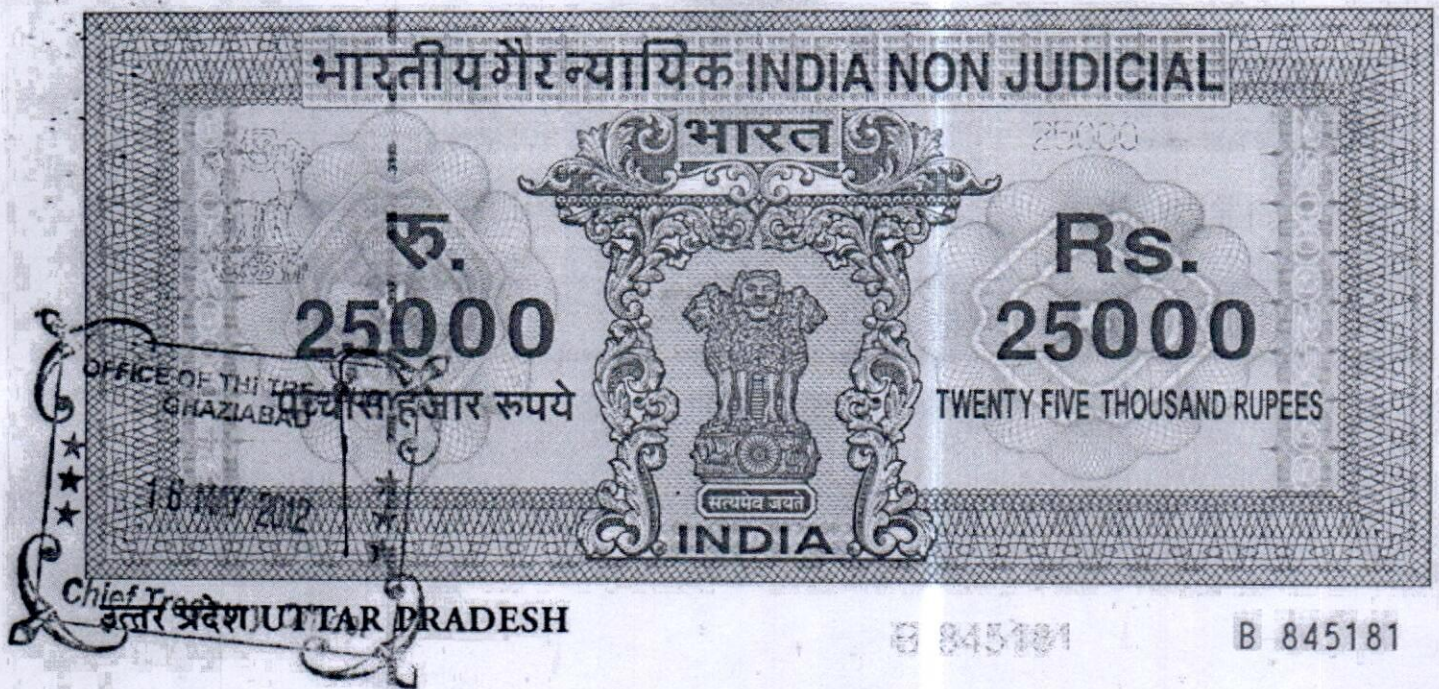
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For ABA, Noida Ltd

Authorised Signature





The Vendee has examined all related documents with regard to the title of the vendor in plot, approval for its development, built up property and rights of vendor for sale of the said flat, sketch/map of which is annexed Hereto and thereafter, on recording his/her /their satisfaction has requested for execution of sale deed as on where basis for the "Said Flat" detailed above.

The Vendor has agreed to sell and Vendee has agreed to purchase the said flat in accordance with the terms & conditions of the allotment agreement, sale deed by GDA which will remain binding and enforceable, if no contrary terms and conditions are contained and agreed to in this sale deed regarding those particular matters. And for the sake of brevity, all terms and conditions of the same are not reproduced herein.

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*Sangeeta Gupta*





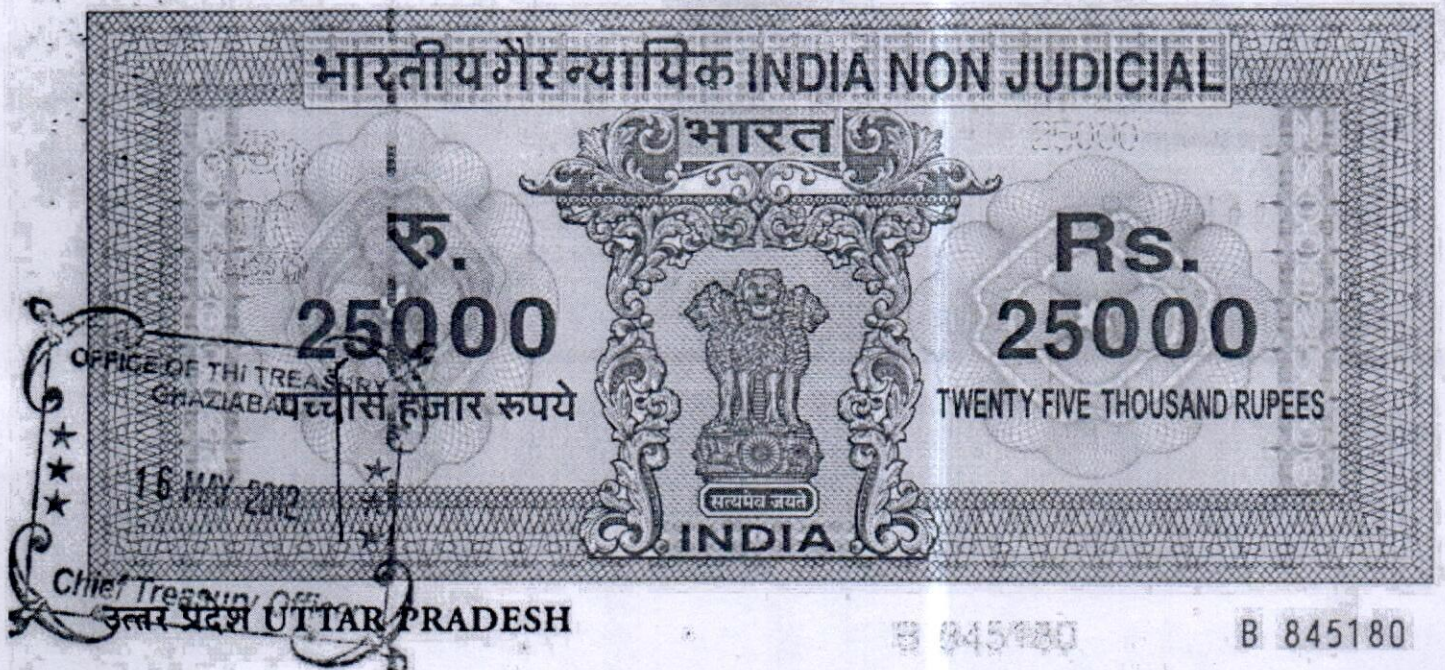
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Rs. 381  
Add. in Stamp No. 381  
16 MAY 2012  
Office of the  
Gazetted



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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 all the documents entered or to be entered, have accepted in good faith his/her/their application to allot the **Flat No. 1402**, In Tower No. **OC-05** in the project "**Orange County**" situated on plot no. **GH-4, Ahinsa Khand Ist, Indirapuram, Ghaziabad**, against a total sale Consideration amount Of **Rs.48,41,000/-** (Rs. Forty Eight Lac Forty One Thousand Only) which the Vendor has received from the Vendee in full & final settlement and the Vendor hereby acknowledges the receipt of the said amount before the sub registrar-iv, Ghaziabad at the time of execution & registration of this sale deed. Thus the Vendor has handed over the vacant physical possession of the above said **Flat No. 1402**, Tower No. **OC-05** on the **13<sup>th</sup>** floor to the Vendee (s) vide Possession letter no. **OC/PL/810/12** Dated: **20.05.2012**.

**SUPER AREA:** Super area is the basic area for all calculation purposes. Conceptually the super area of the said flat is the sum of the flat area and its pro rata share of common areas in the entire said property.

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*[Signature]*





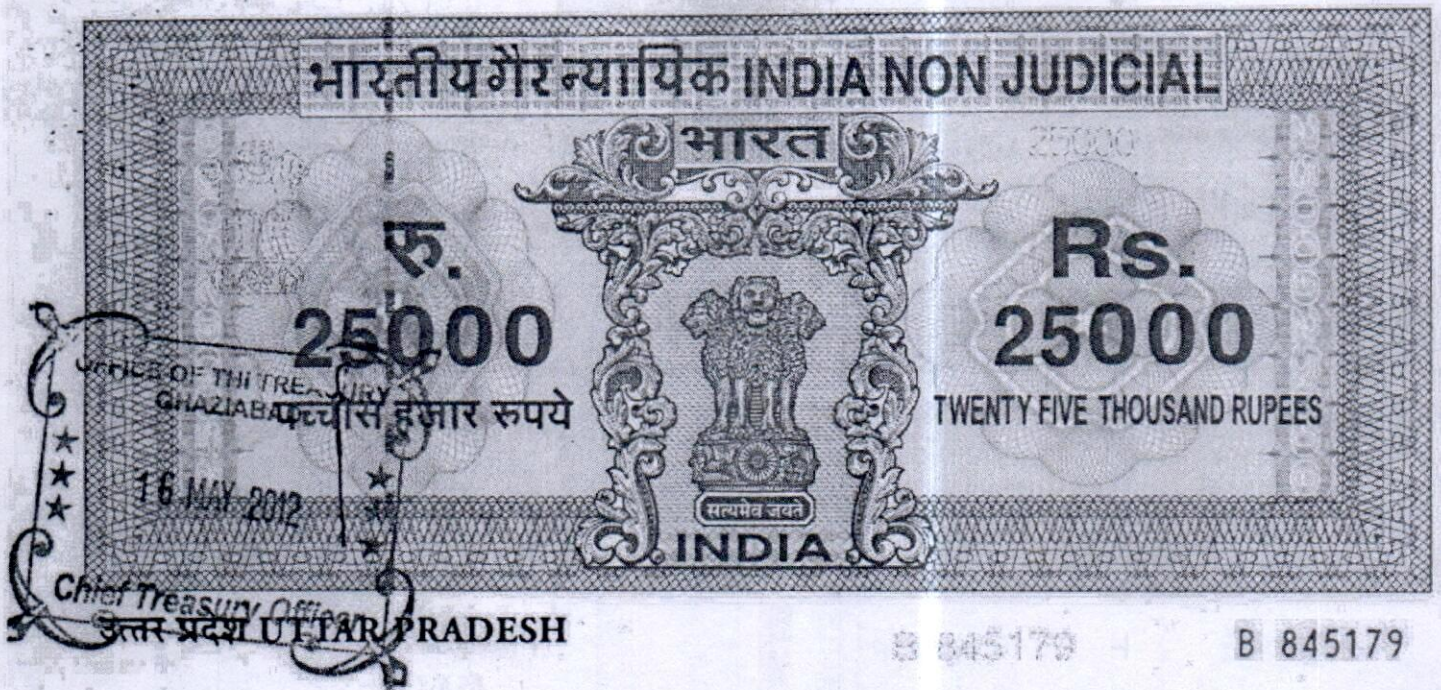
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Rs. 59  
Add. in Stamp No. 59  
**16 MAY 2012**  
Office of The Treasury  
Ghaziabad  
Cashier



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**Flat Area :** Flat area of the said flat means the area enclosed by its periphery walls including area of walls, columns, balconies, cupboard spaces, etc. & half the area of the common walls with other premises/flats which forms an integral part of the said flat.

**Common Area :** Common areas shall mean all such parts /areas in the entire property which the allottee shall use by sharing with other occupants Common area will include entrance lobby at the ground floor, lift lobby at the ground floor, lift lobbies, electrical shaft, fire shafts, walls & slabs of the plumbing walls on all floors, common corridors & passages, staircases or the fire escapes, service area including but not limited to lift machine, overhead tank, maintenance office / stores, ESS, Pump rooms, security rooms, fire control rooms, but not including the area of club, swimming pool, changing rooms & amphitheatre.

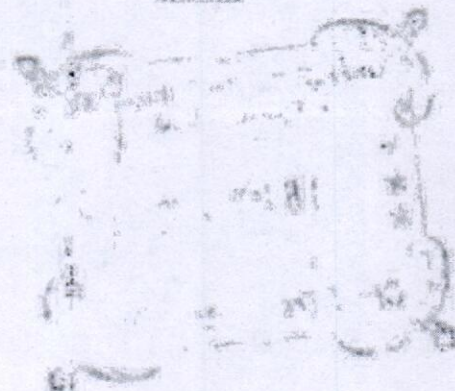
For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*Sangeeta Gupta*



Sr. No.	185
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Add. in Stamp No.	09
16 MAY 2012	
Office of The Treasurer Ghaziabad	



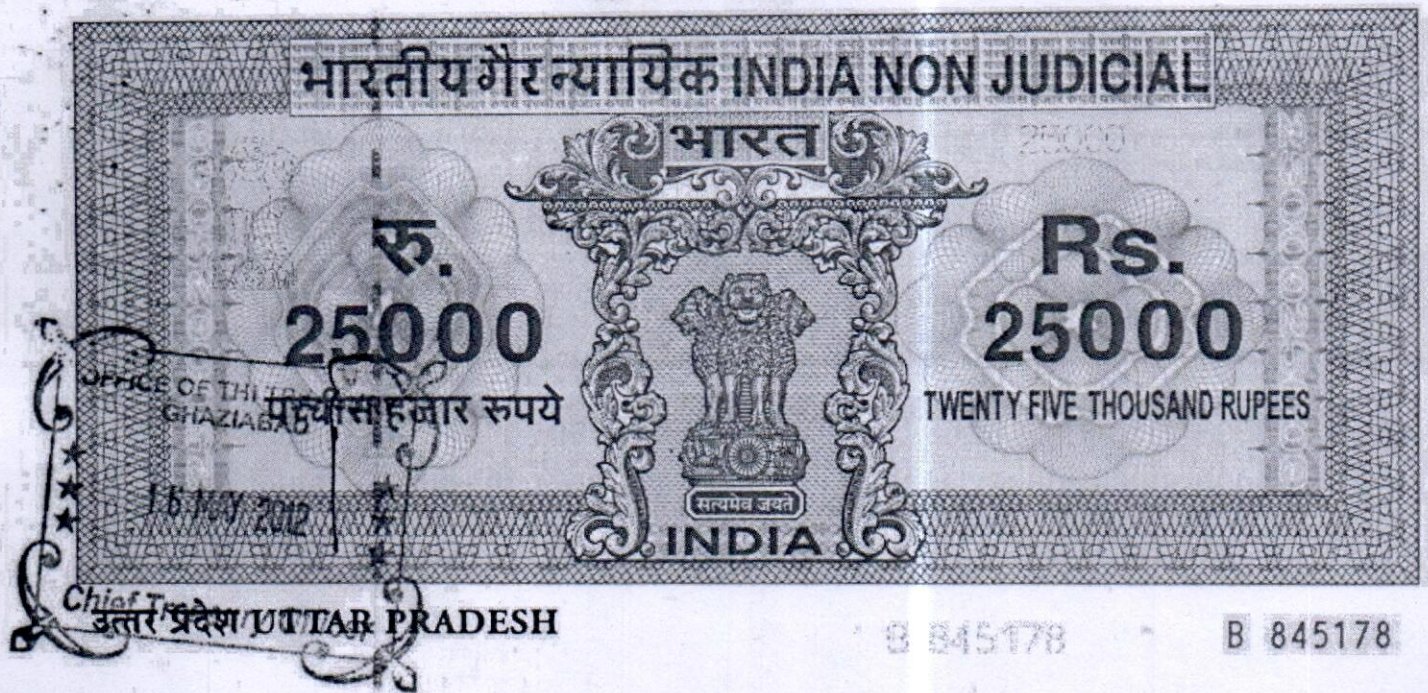
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Now this sale deed witnesseth as under

- 1) That in consideration of the said sum of **Rs.48,41,000/-** (Rs. Forty Eight Lac Forty One Thousand Only) which has been already paid by the Vendee (s) to the Vendor doth hereby sells, conveys, transfers and assigns the said flat with all its rights, titles, options, privileges, easements, appurtenances, attached, thereto, to the Vendee (s) will hold, use, enjoy, sell, mortgage, the said flat in any manner, he/she/they like (S) without any hindrance or claim from the vendor or others.
- 2) That all taxes including house tax, water tax, Sewerage tax, electrical charges, or any other taxes or charges with regard to the said flat shall be payable by the Vendee ( S) from the date of possession or deemed date of possession declared by the Vendor whichever is earlier.
- 3) And whereas there is apprehension in relation to "Mr K. Raheja" Development corporation "V/S State of Karnataka case" decided by the hon'ble supreme court and other order passed in future by the Government/Statutory or other local authority (s) that the vendor (Builder) can be treated as contractor or the vendee and liable to collect Trade Tax & Service Tax from the vendee and deposit the same with the appropriate authorities till date there is no clarification in this case. In future if the appropriate authorities impose any such tax due to this transaction then the vendee is hereby agrees for payment of the same and all times indemnify and keep harmless to the vendor.

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*[Signature]*



Sr. No. B6  
 Rs. \_\_\_\_\_  
 Add. in Stamp No. 07  
 16 MAY 2012  
 Office of The Treasury  
 Ghaziabad



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1. 20x 100mm A4A No. 1

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4) The peaceful and vacant physical possession of the residential flat has been handed over by the vendor to the vendee simultaneously with the execution of this deed. The vendee after inspecting the said flat has satisfied himself/herself/ themselves about the quality of workmanship and materials used and have also satisfied themselves as regard the various heads against which money have been charged and undertakes not to raise any dispute or claim against the vendor in respect thereof.

5) That upon taking possession of flat space from the vendor, the vendee Shall have no claim against the vendor as to any item of work measurement, specifications, facilities, amenities, materials, cost etc. or any other account and ground whatsoever for the said flat space.

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*[Signature]*



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Rs.	
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16 MAY 2012	
Office of The Treas Ghaziabad	
Cashier	

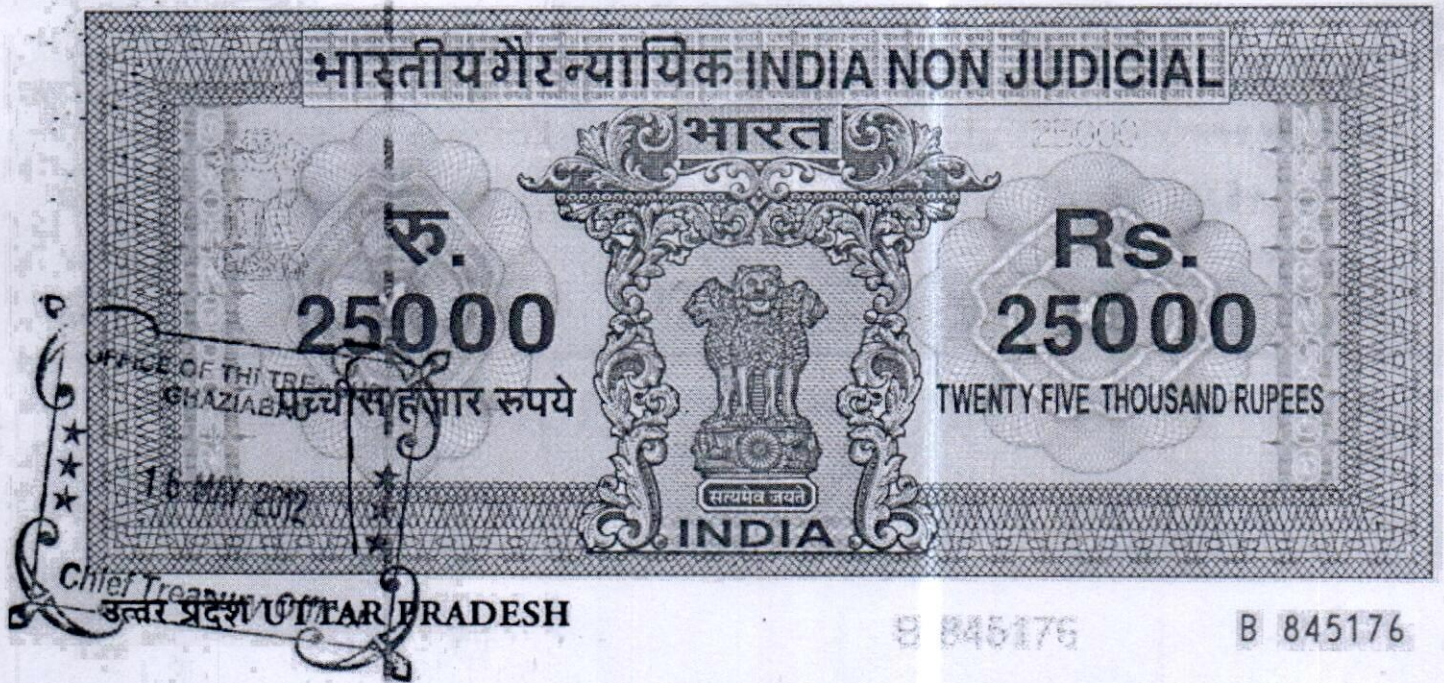


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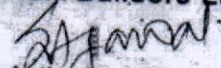
16 MAY 2012  
Ghaziabad





6) That the Vendor hereby declares and assures Vendee that they are the rightful owner of the said flat with full rights to deal with the same. The said vendor further declares & assures that the said flat under sale is free from all sort of encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes & defects in the title of the owner.

7. a) That it has been agreed between the Vendor and the Vendee that save and except in respect of the said particular flat, already described and hereby being acquired by the Vendee, the Vendee will have no claim, right, title, of interest of any of the nature or kind except the right of ingress and egress over or in respect of all or any of the common areas, such as lobbies, staircase, corridors, etc. The common areas shall remain undivided and no vendee or any other person shall bring any action for partition or division of any part there of and any convent to the contrary shall be void.
- b) That except for the areas herein allotted and all common usage rights and facilities attached therewith, all right and interest in the entire common areas and facilities in the said building namely "ORANGE COUNTY" shall continue to vest in the company/Vendor unless and until the same or any other part thereof is specifically transferred in any manner to any particular flat buyer.

For ABA Builders Ltd.  
  
 Authorised Signatory

*Sangeta Gupta*

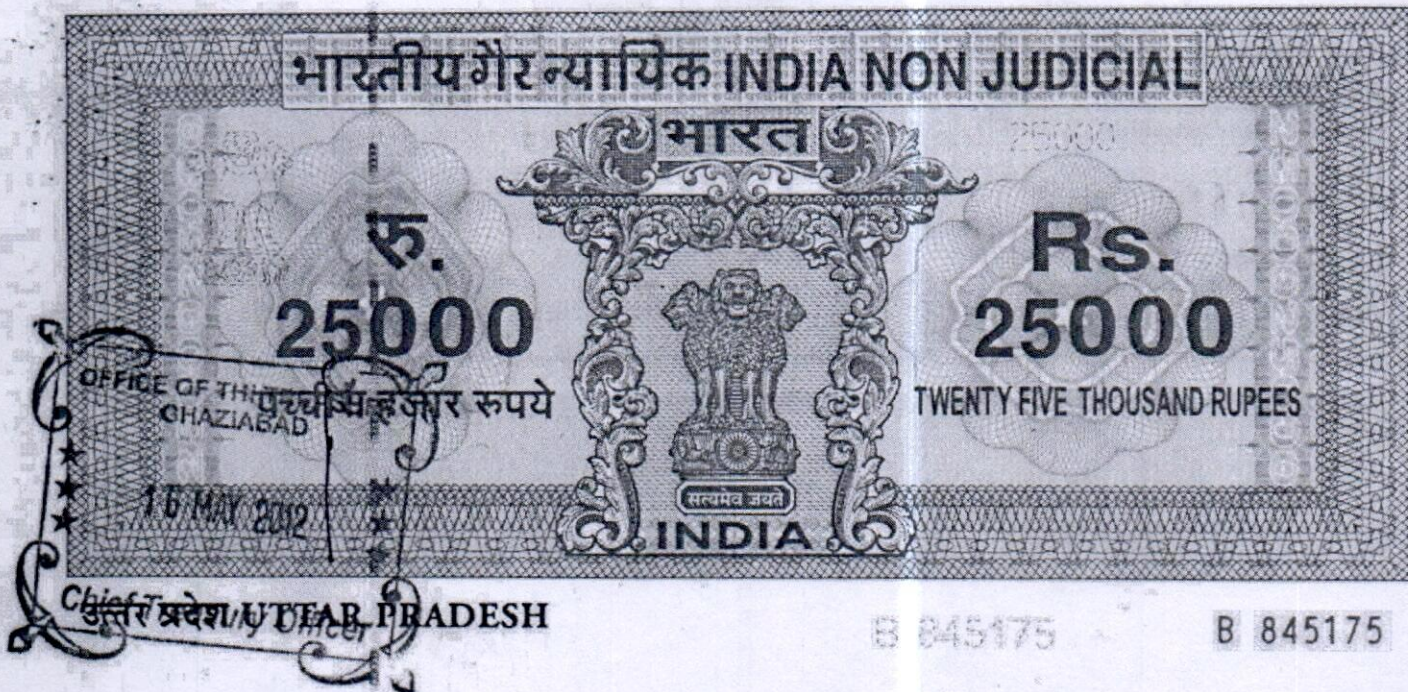


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16 MAY 2012  
Office of The Treasury  
Ghaziabad  
Cashier



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- c) That all common facilities shall be for common use only and no allottee shall bring any action for the individual use, partition or division of any thereof. The possession of these facilities shall vest with the Maintenance Company/ Vendor Company.
- d) The terrace, roofs, parapet walls, stilt/ ground floor, storage spaces in basement/ stilt along with necessary approaches, swimming pool with changing rooms, and attached facilities, club, common toilets, built up space in stilt floor along with staircase and open area in front of the built up space, builders office in stilt covered and open parking space (except areas of which usage rights specifically allotted to the individual apartment allotted) along with required approaches shall continue to be the property of the VENDOR who shall be entitled to use them for any purpose whatsoever. Any of flat owners shall not cause any type of encroachment/construction on the above said areas and shall have no right or title whatsoever of any kind in these areas.
- e) The Vendor shall also have a right of ingress and egress to all terraces common areas, lobbies, staircases, corridors etc., without any objection from any of the vendee.

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*Sangeeta Gupta*



Sr. No. JK  
Rs. 0  
Add. In Stamp No. 0  
**16 MAY 2012**  
Office of The Treasury  
Ghaziabad  
Cashier

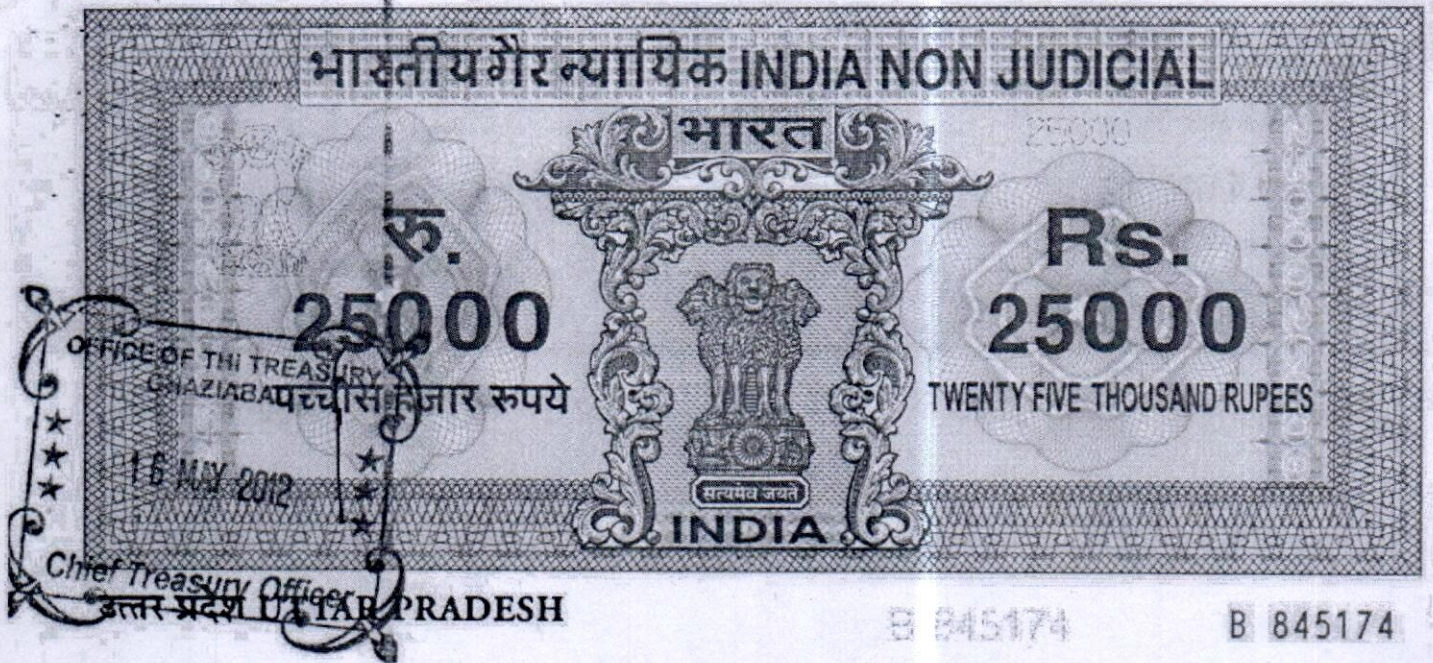


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8) Sole Ownership Of Vendor : Even after the execution of the sale deed the terrace, roofs, Parapet walls, stilt/ground floor, basements, swimming pool, shopping centre, builders office, commercial building, unsold parking space, storage spaces, club, guest room, amphitheatres, changing room, etc. shall continue to be the property of the vendor. Vendor possesses every access to terrace & such common areas through lifts & staircase as & when desired. Vendee/RWA or any association does not possess any right in it.

The vendee covenants that rights in the uppermost terrace in the complex shall remain with the vendor and the vendee will have no rights in the terrace whatsoever. It is Clearly understood and agreed by and between the parties hereto that the vendor shall have unqualified and unfettered right to sell or lease the terrace to anyone. The purchaser/lessee of terrace shall be entitled to make use of the same for all the purposes whatsoever, as may be permitted by the vendor, GDA, Building bye-laws and authority having jurisdiction over the matter. If the vendee is given any exclusive right to use the terraces in case of sale of penthouses, he/she/they will not be eligible to develop any construction on such open terraces.

That the vendee shall have no objection or make any claim to the vendor reserving the right to give on lease or hire any part of the top roof/ terrace on/above the top floor of the building in the complex for installation and operation of antenna, satellite, dishes, communication towers, other communication equipments or to use/hire/lease the same for advertisement purpose.

For ABA Builders Ltd.

Authorised Signatory

*Sangeeta Gupta*



Sr. No.	50
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16 MAY 2012	
Office of The Treasury Ghazalabad	



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उत्तर प्रदेश UTTAR PRADESH

Y 547377

9) The Vendee will be obligatory and liable to get the insurance of said flat including articles, furniture, goods, machinery and equipments installed and stored inside the said flat. However, if the maintenance agency takes up the group/joint insurance policy for all the residential complexes and equipments and plant & machinery installed in the residential complexes, the vendee will be obligatory & liable to pay the proportionate cost to the maintenance agency.

10) The vendor shall be entitled to obtain the refund of various securities deposited by them with the various Govt. /Local authorities for electric water & sewer connections etc. during, before or after the construction of said plot/apartment.

11) That the vendor or the maintenance agency as the case may be shall be solely responsible for providing maintenance services to the said complex and to do all such acts, deeds matters and things as may be necessary to provide uninterrupted maintenance services. The Vendor may entrust or cause the aforesaid maintenance service, to be undertaken / carried out through any person, firm or body corporate, as deemed fit at its sole discretion of the vendor or it may keep the same with itself or with any of its nominee(s).

12) The maintenance agreement can be terminated by the company if desired by at least 75% of the allottee's or more represents individually in writing to the vendor or by giving one month prior notice even within period of two years vendor can withdraw himself from maintaining the same. In both the cases settlement of account all liabilities & responsibilities be handed over to the resident welfare association. In such cases following will be handed over to the vendees / RWA :-

a) All Lifts, Corridor passages, underground & overhead water tanks, fire fighting equipment with motor & motor room, Gensets, Lights etc.

For ABA Builders Ltd.

Authorized Signatory

*Sangeeta Gupta*



क्रम संख्या 77 ..... स्टांप विक्रेता की तिथि 16.8.12

स्टांप क्रय करने का प्रयोजन ..... 2

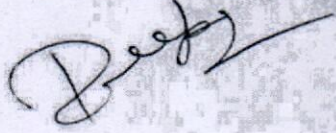
स्टांप क्रेता का नाम व पूरा पता ..... श्रीमती दीपा अर्जुन शर्मा मा. 0 प्रोप गुरु गल्ला डि. दिल्ली

स्टांप की धनराशि ..... 5000/-

श्रीमती दीपा अर्जुन शर्मा स्टांप विक्रेता

लाइसेंस नम्बर 370 लाइसेंस की अवधि 31 मार्च 2013

वैश्य का स्थान तहसील कम्पाउन्ड, गोजियाबाद





Antiquary & Historian





उत्तर प्रदेश UTTAR PRADESH

Y 547378

- b) Electricity panel rooms
- c) Power backup equipment
- d) Security gates with guard room and lift rooms at terrace
- e) Administrative control of maintenance office
- f) Any other asset transferred by vendor to society for common use
- g) To take care of gas pipe line arrangements
- h) Installed meters, equipments in the flat itself

**NOTE :** Open space in front of the built up area ,Swimming Pool, with Changing Room, Club, Unsold Flats, Unsold Parking Space, Unsold Storage Space, Space in Basement, Administrative Office , Top & Terrace Space remain the property of the Vendor, who shall be entitled to dispose the same in the manner deemed fit by the Vendor Company.

13) The vendor shall also have a right of ingress and outguess to all terraces common areas, lobbies, staircases, corridors, roof top, terrace, etc. without any objection from any of the vendee.

For ABA Builders Ltd.

Authorised Signatory

*Sangeeta Gupta*



क्र.संख्या 8/77...स्टाम्प विक्रय की तिथि 16.5.12

स्टाम्प क्रय करने का प्रयोजन.....

स्टाम्प क्रेता का नाम व पता.....श्रीमती दीपा अनेजा

स्टाम्प की पंजीति.....500/-

श्रीमती दीपा अनेजा स्टाम्प विक्रेता

लाइसेंस नम्बर 370 लाइसेंस की अवधि 31 मार्च 2013

विक्रय का स्थान तहसील कम्पाउन्ड, गाजियाबाद



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उत्तर प्रदेश UTTAR PRADESH

Y 547379

14) In case if additional floors are allowed the vendor shall be entitled to construct additional floors with the permission of the competent authority. The vendee has got no right to raise any objections of the same. Any action by the vendee shall be treated as null & void.

15) That the vendee shall not raise any objection or claim any reduction hereafter in the price of the flat agreed to be acquired or claim any compensation / damages on the ground of inconvenience if any due to any cause or which may be caused as abovementioned or any cause whatsoever.

16) That the vendee has already paid maintenance charges on super area basis for one year in advance. The computation of maintenance charges relate to maintenance of various service and facilities in and around common area, passage, lifts, fire equipments, generators / electric transformers, pump, open space within the boundary walls of the building such as maintenance of boundary wall, landscaping, electrifications, water supply, Gas pipeline supply, tube well (if any), sewerage, road/paths & other misc. services like watch & ward etc., security services within & outside the boundary wall or any other services decided by maintenance agency or Vendor.

If the payment so received falls insufficient due to rise in cost or any other reason whatsoever then additional amount shall be charged for the smooth working of the maintenance agency. In case of default by any Vendee the amount will be deducted from I.F.M.S. & same will be recovered within 15 days by giving a notice & after which an interest of 24% p.a. will be charged.

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*[Signature]*  
Sangeeta Gupta



संख्या 9/11 स्टांप विक्रेता की तिथि 6.5.12

स्टांप क्रय करने का प्रयोजन.....

स्टांप क्रय का नाम व पूरा पता..... श्रीमती दीपा अनेजा अनेजा

स्टांप की धनराशि 5000/-

श्रीमती दीपा अनेजा स्टांप विक्रेता

आईटीएस नम्बर 370 आईटीएस की अवधि 31 मार्च 2013

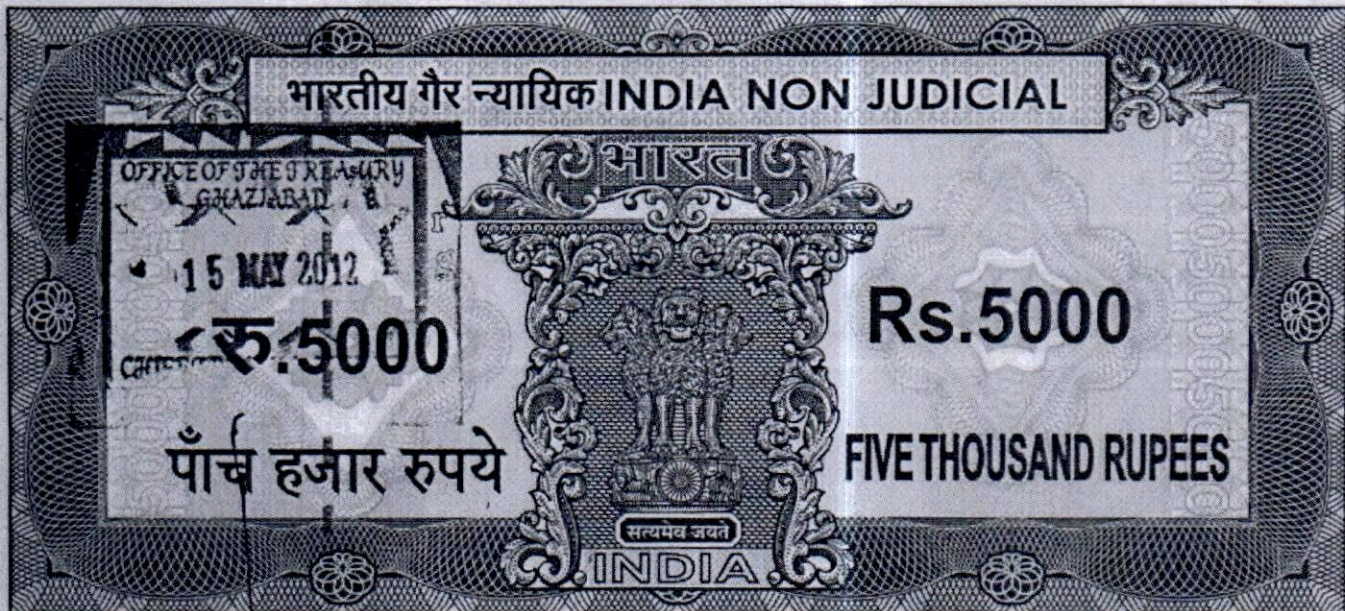
पिकप का स्थान तहसील कम्पाउन्ड, गजियाबाद



for ABA Business Ltd.

Authorized Signatory





उत्तर प्रदेश UTTAR PRADESH

Y 548282

17) The vendor has allotted usage of parking rights with the concerned flat to the vendee. The vendee is to strictly use the reserve parking space only. Vendee is not authorized for random parking of his/her/ their vehicle and use only the earmarked area in the parking bay. The visitors of the vendees shall park their vehicle outside the complex without disturbing the main entry gate. Allotment of additional parking space will be on payment subject to availability by the Vendor.

For ABA Builders Ltd.

*[Signature]*  
Authorized Signatory

*[Signature]*



11 6 MAY 2012

क्रम संख्या 105

तिथि

स्टाम्प क्रय करने का प्रमाण

स्टाम्प श्रेणी का नाम व मूल्य

प्रदीप 10000

स्टाम्प की प्रमाणित

प्रदीप

लाइसेंस नंबर 22

लाइसेंस की अवधि 31 मार्च 2017

घेन्वर नं० 44, तहसील कल्याण, गाजियाबाद







उत्तर प्रदेश UTTAR PRADESH

Y 548283

18) The Vendee assure the payment of following charges prior to execution of the sale deed :-

- i) Gas Meter charges
- ii) Water connection charges
- iii) Electrical installation charges
- iv) Registration Expenses including the cost of stamp papers, registration fees, Execution charges etc. According to stamp duty act if there is any deficiency in cost of stamp paper paid then vendee will be solely responsible.

19) The Vendor shall provide single point electric connection for all flat owners from UPSEB & the electricity shall be distributed by the vendor or its nominee i.e. maintenance service provider through prepaid/meter system or any other system. All the expenses of which will be born by the vendee only.

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*Sangeeta Gupta*



11 6 MAY 2012

क्रम संख्या 106 तिथि  
स्टाम्प क्रय करने का प्रयोजन  
स्टाम्प क्रेता का नाम व पुरा पता मेरठ  
स्टाम्प की धनराशि 5000/-  
प्रदीप गोपाल - स्टाम्प विक्रेता  
संख्या नंबर 22  
लाइसेंस का अवधि 31 मार्च 2017  
घेम्बर नं0 44, तहसील कम्पाउन्ड, गोलियाबाद



गोलाबाद, तहसील कम्पाउन्ड





उत्तर प्रदेश UTTAR PRADESH

Y 548284

20) The Vendee shall comply with and carry out and abide by all laws, byelaws, rules, regulations, demand of GDA Ghaziabad, and shall attend answer and carry them out at his own cost and be responsible for all deviations, violations or breach thereof and shall also observe and perform all terms and condition contained in this deed.

21) Delay in any payment by Vendee will attract interest @ 24% p.a. besides interruption in common services like water, electricity etc.

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*Sangeeta Gupta*



[16 MAY 2012]

क्रम संख्या 107 तिथि 16/5

स्थान ग्राम करने का प्रयोजन

स्थान क्षेत्र का नाम व पुरा पता

स्थान की धरती

प्रदीप नगर - स्थान विक्रेता

साईलेंस की 22 मार्च 2012

संख्या नं० 44, तहसील कांसा, जिला पाली



Authorised Signatory

Authorised Signatory







15 MAY 2012  
उत्तर प्रदेश UTTAR PRADESH

Y 547575

22) That the Vendee has assured the Vendor that all liabilities relating to works contract services (WCT)/ vat / service tax/ interest / penalty arises or levied by the concerned authority retrospectively or prospectively with respect to said flat, the vendee shall deposit the same to the Vendor with in 15 days of demand raised by the Vendor for making onward payment to the concerned department. If the demanded amount is not paid by the Vendee, the Vendor will have charge against the said flat and the Vendor will be liable to exercise that charge and recover its demand. The Vendee shall keep the Vendor indemnified against any loss arising due to the same.

23) The Vendee is entitled to have electricity/water connection from the Vendor inside the said flat after execution of Maintenance Agreement as per the standard format of the nominated Maintenance agency against separate payment of connection/ installation charges/security charges apart from the sale consideration mentioned above.

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*Sangeeta Gupta*



कल सख्या 10 दिनांक 16/5/2012

स्टाम्प क्रय करने का प्रयोजन

स्टाम्प क्रय का नाम व पूरा पता

स्टाम्प की अवधि

श्री गीता गुप्ता व श्री वृद्धा गुप्ता  
R बनारस

सुदेश कुमार शर्मा स्टाम्प विक्रेता

लॉटरी नम्बर 371

नजदीकी जस्टिस 31-3-2012

नया दिल्ली कम्पाउन्ड, राजस्थान



For ABA Book Fair  
National Book Trust, India





उत्तर प्रदेश UTTAR PRADESH

Y 550247

24) The vendee will have the facility to use club, swimming pool along with changing rooms, amphitheatre developed in the residential complex but subject to payment of charges specified from time to time by the vendor or its maintenance agency. The rights of admission to the said facilities shall be vested only with Maintenance Agency or Vendor.

25) The vendee consents that he/she/they will have to allow sweepers and maintenance staff to enter in the said flat/duct etc. for cleaning maintaining repairing of the pipes / leakage/seepage in his/her/their flat or flat of any other person. The Vendee also consents that he/she/they will make good/bear all the expenses for repairing the toilets/bathrooms/any other part of his/her/their flat or flat of any other person and painting thereof damaged due to his/her/their negligence or willful act. The Vendee also consents to bear all expenses incurred due to damages caused to machinery & equipments occurred due to his/her/their negligence or willful act.

26) The vendee shall comply with, carry out and abide by all the laws, bye-laws, rules, regulations, requisitions, demand of GDA. The vendee may carry out all additions & alterations, except the constructions having prejudicial effect on the said flat/said property/ or having the effect of changing the basic structure of the said flat, at his/her/their own costs inside the said flat and will be exclusively responsible for all non compliances, violations, accidents & breaches of laws, rules and regulation thereof and shall also observe and perform all terms and conditions contained herein.

27) That the Vendor covenants with the Vendee that he/she/they shall peacefully hold and enjoy the said flat without any interruption by the Vendor or any person claiming under the Vendor and the Vendee shall have the right to sale or rent the said Flat to any person, though all the terms and conditions whatsoever covenanted

For ABA Builders Ltd.

Authorised Signatory

*Sangeeta Gupta*



क्रम संख्या..... 110 .....  
 विक्रेता का नाम..... 16/5/2011 .....  
 स्थान क्रय करने का प्रयोजन.....  
 विक्रेता का नाम व पूरा पता.....  
 विक्रेता की पहचान.....

विक्रेता का स्टाम्प विक्रेता  
 371  
 दिनांक 31-3-2013  
 विक्रेता का पता: कम्प्यूटर, गणित, गणित

OFFICE OF THE  
 DISTRICT  
 JALPAIGURI

DISTRICT  
 JALPAIGURI



For ABA Builders Ltd

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

Y 550248

between Vendor and Vendee shall remain binding against the subsequent buyer/occupier. The Vendee also hereby covenants with the Vendor that before further selling the said flat, he/she/they will obtain prior NOC from the Vendor &/or Maintenance Agency and provide relevant information about the proposed purchaser to the Vendor &/or Maintenance Agency. It is also covenanted that the subsequent purchaser also will not acquire any additional or more rights than the Vendee, assigned by the Vendor, moreover, all terms specified or agreed, recorded in the allotment/agreement, sale deed by the GDA, maintenance agreement and herein, shall also remain binding and enforceable against subsequent purchaser.

For ABA Builders Ltd.

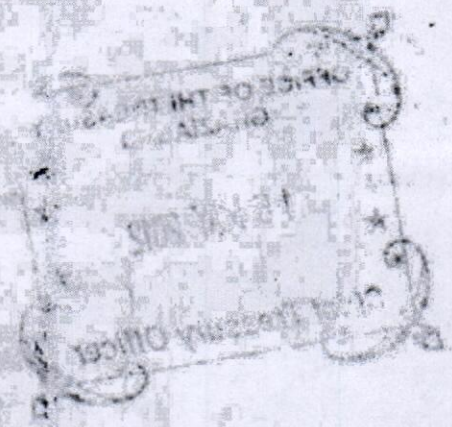
*[Signature]*  
Authorised Signatory

*Sangeeta Gupta*



क्रम संख्या..... 12 ..... की तिथि..... 16/5/2012 .....  
 स्टांप का नाम व पूरा पता..... सोनी रोड .....  
 स्टांप की संख्या..... 571 .....

यह स्टांप का नाम स्टांप विक्रेता .....  
 यह स्टांप का क्रमांक 371 .....  
 यह स्टांप की अवधि 31-3-2015 .....  
 यह स्टांप का उपयोग केवल केवल के लिए है, अन्यथा नहीं



ForABA Builders Ltd

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

Y 550299

28) The vendee hereby declare and confirm to the vendor that if the vendee is foreign national/non resident Indian of Indian origin/non Indian origin then the consideration paid/payable by him/her/them is out of money brought /to be brought in to India in the accordance with the provisions of foreign exchange management act, allied rules and regulations and rules and regulations of reserve bank of India. On the basis of this declaration and confirmation , the Vendor had accepted/will accept the consideration from the vendee and the vendee will keep the vendor harmless and indemnified in respect of this matter from all the losses, expenses and liabilities in the present and in the future.

29) In case of any natural calamity or any other adverse situation of any kind or ACT OF GOD occurred/happened, the vendor shall be in no way responsible for all or any of the loss/damages of any kind. The vendee of flat would however be entitled to proportionate land in the area on which the particular residential building was situated in which his/her/their flat was existing.

30) The vendor and vendee hereby covenants that in case of any dispute among the vendor and vendee and vendor's Nominated Maintenance Agency, only Kolkata courts will have exclusive jurisdiction to deal with the same.

31) The registration charges such as stamp duty, corporation tax, registration fee & execution charges etc for registration of sale deed with the registration authority have been borne and paid by the "Vendee". And, if at any time subsequently, some deficiency therein is assessed/ determined by the competent authority, same would also be borne by the vendee/assignee.

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*[Signature]*



2. *Chrysomelids* 17158





उत्तर प्रदेश UTTAR PRADESH

Y 550300

32) Restrictions for Vendee: In view of Govt. rules/GDA rules & regulations.

**Vendee is not permitted for under mentioned points:-**

- i) To use the flat for any other purpose apart for residential purpose strictly.
- ii) To Park the vehicle at any other place apart from the earmarked places only.
- iii) Closing of the verandah / lounges / common corridors
- iv) To keep flower pots / any other thing creating hindrance & heavy at the roof top or balcony .
- v) To place any advertising board, publicity material etc. either in the common area or in front of the balcony .
- vi) To allow any type of encroachments and constructions outside the periphery of the said flat in the residential complex.
- vii) To carry out any change in the external elevation or design.
- viii) To change the color scheme of external walls
- ix) Painting of the exterior side of the doors

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*Sangeeta Gupta*



102  
101

16/5/12

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प्रमुखमाल शर्मा स्टाम्प विक्रेता

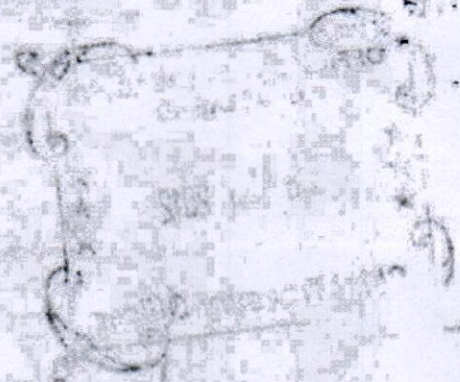
लॉट नम्बर 337

लाइसेंस की अवधि 31 मार्च 2013

सहस्रील सम्पादन, गांधीनगर

Sharma

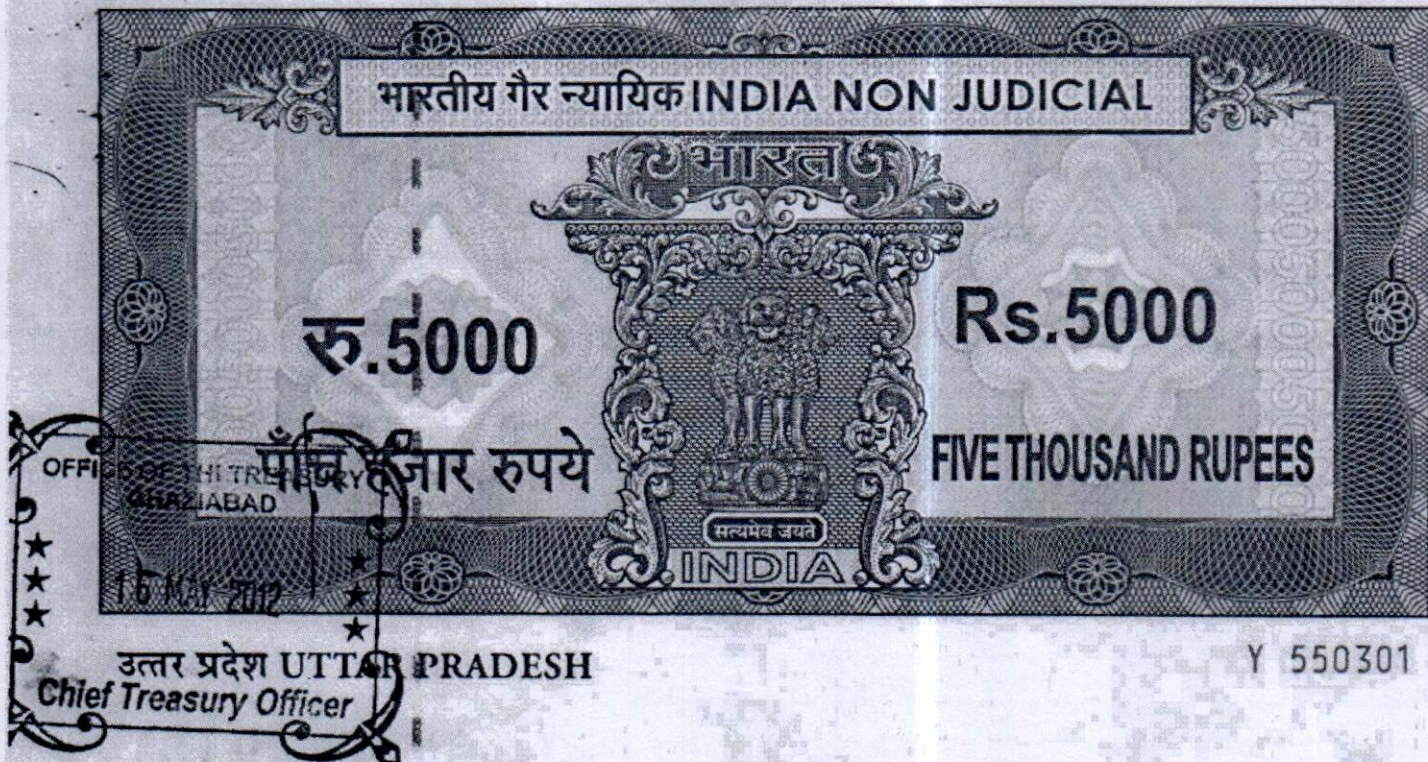
आमारेसेजील्ला गुजरात



ForABA Bullers Ltd

.....





- x) Not to park the vehicles of guests inside the campus.
- xi) Two wheelers either one or two should be parked in the space allotted, Should not be parked anywhere outside parking or in the common area.
- xii) No changes in the internal layout of a flat should be made without consulting a qualified structural consultant and without written permission of Vendor.
- xiii) Not to hammer or puncture R.C.C. Structural member like columns & beams for any purpose.
- xiv) Plumbing problems should be attended by only a qualified or experienced plumber. The plumbing network should not be tempered.
- xv) Use of acids for cleaning the toilets be avoided.
- xvi) All the external disposal services to be maintained by periodical cleaning.
- xvii) Periodical cleaning to avoid the choking of sewerages.

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*[Signature]*



क्र.सं. १३ दि. १६/५/११

रकम १०१

रकम ६५

रकम २०००

माली सेवरी का गुला

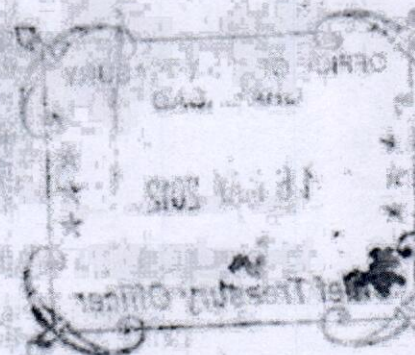
प्रभुदयाल शर्मा स्वाम्य विक्रेता

हस्ताक्षर संख्या-३३७,

लाइसेन्स की अवधि ३१ मार्च २०१३

तहसील कम्पाउन्ड, गजियाबाद





For ABA Builders Ltd

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

X 264861

33) Payments: Record of payments is appended below:-

Date	Cash/Chq. /D.D. No.	Name of Bank	Amt. {Rs.}
{1} 01.05.12	885668	SBOJ	21,00,000
{2} 06.05.12	885669	SBOJ	17,00,000
{3} 14.05.12	885671	SBOJ	10,00,000
{4} 14.05.12	885672	SBOJ	41,000
		TOTAL	48,41,000

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

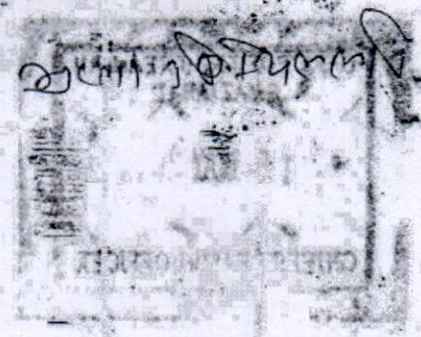
*Sangeta Gupta*



15.5.12

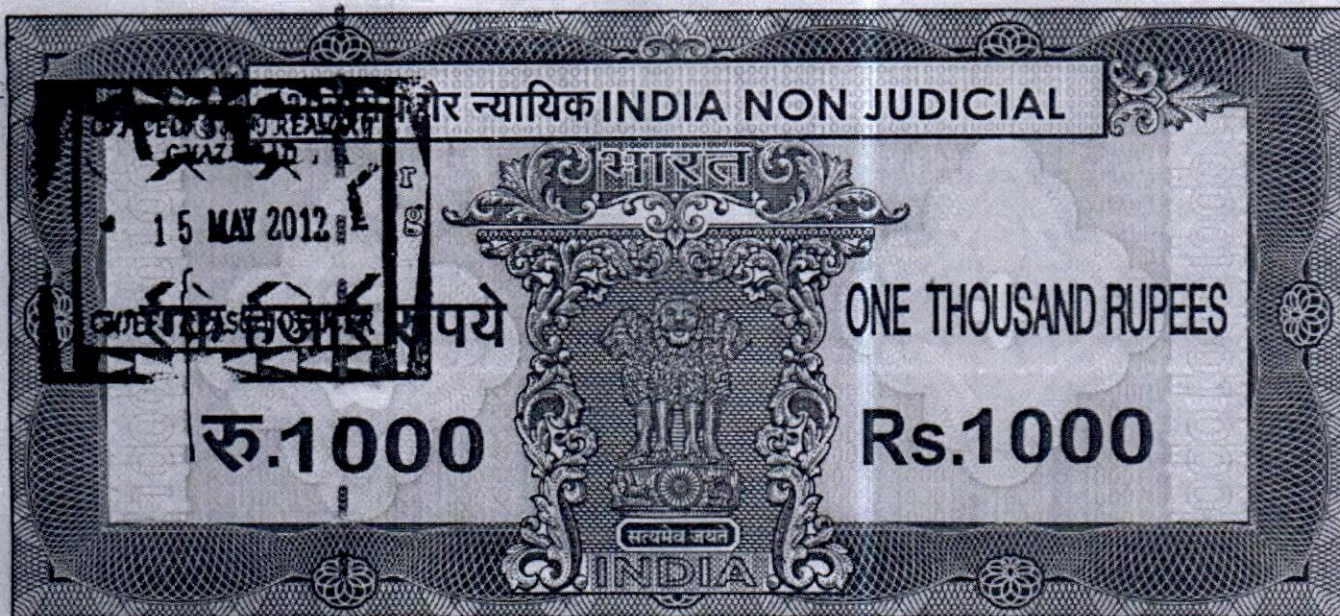
स्टाम्प क्रमांक 55  
स्टाम्प करने का प्रयोजन  
स्टाम्प करने का नाम व पता  
स्टाम्प की धनराशि  
1000/-  
1 Apr 31 Mar 2013  
वीरेंद्र सिंह स्टाम्प विक्रेता ला० न०  
वे० न० 75, सह० क० राजियावा

श्रीमती सुनीता लाला - श्रीमती सुनीता लाला



for ABA Building Ltd.





उत्तर प्रदेश UTTAR PRADESH

X 264862

34) The Vendor & the Vendee do hereby affirm and declare that they have gone through all the clauses of the present document and have understood the same before its execution.

NOTE:- i) The Government circle rate is Rs 44,000/-Per Sq. Mtr. (Including 10% increase of the circle rate of Rs. 40,000/-). The stamp duty has been paid according to 50 % of Government circle rate & "Super - A" class construction cost Rs 9000/- Per Sq. Mtr. for the said apartment.  
ii) The apartment which is written in this sale deed is also shown in the map attached.

For ABA Builders Ltd.

*Sangeeta Gupta*  
Authorised Signatory



56 19.5.12  
 55  
 સ્વામ્ય કાંચ કરીને વા પ્રયોજન  
 સ્વામ્ય કાંચ વા પ્રયોજન પતા  
 સ્વામ્ય વા વનવિધિ  
 તા. 1 Apr 31 Mar 2013  
 ધોરણ મિલ સ્વામ્ય વિસ્તાર નં. 259  
 વે. નં. 75, લઠું. નં. ગાંધિયાબા







उत्तर प्रदेश UTTAR PRADESH

X 264863

35) In witness whereof the Vendor and Vendee have signed and executed their presence on the date mentioned above:-

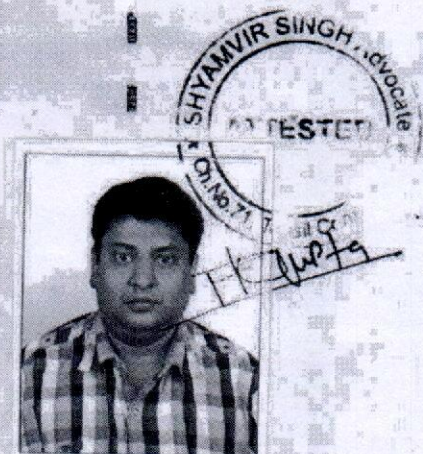
For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*Sangeeta Gupta*

Photo Witness-1

Photo Witness - 2





57 15.5.14  
 स्टांप ..... 55 ..... में शामिल किया गया  
 स्टांप करने का प्रयोजन .....  
 स्टांप लेता का नाम व पता ..... अंगीत ७८॥  
 स्टांप की धारिता 100%  
 वा. आवधि 1 Apr 31 Mar 2013  
 घरेलू विह स्टांप विक्रता ला. नं. 230  
 चे. नं. 75, तह. क. राजियावा



100%  
 100%







उत्तर प्रदेश UTTAR PRADESH

X 264864

VENDOR  
PAN-(AACCA1410H)

VENDEE  
PAN - (AKPPG1945F)

For ABA Builders Ltd.

*[Signature]*  
Authorised Signatory

*[Signature]*  
Gangeeta Gupta

WITNESSES:-

1. *[Signature]*  
PRADEEP GUPTA S/o Sh. Babulal Gupta  
AG- 31 Shalimar Bagh IIrd Floor  
Delhi - 88.

2. *[Signature]*  
Rajiv Gupta S/o Sh. B. L. Gupta  
AG- 31, Shalimar Bagh, Delhi-88

DRAFTED BY :-

Drafted By **SHYAMVIR SINGH ADVOCATE** (Regn. No. D-1046/2001) Chamber No-71,  
Tehsil Compound Ghaziabad. Phone Mobile No.9810331874





58 15.5.12  
स्टाम्प क्रमांक 55-... में काट दिया गया  
स्टाम्प खरीद करने का प्रमाणपत्र  
स्टाम्प क्रमांक का नाम व पता राजनीति गली  
स्टाम्प को खरीदा 1000/-  
ला. का. वि. 1 Apr 31 Mar 2013  
रीजिस्टर वि. स्टाम्प विक्रेता ला. नं. 23  
वे. नं. 75, तह. क. गाजियाबाद

आज दिनांक 23/05/2012 को  
बही में 1 जिल्द में 21030  
पृष्ठ में 21 से 78 पर क्रमांक 19037  
रजिस्ट्रीकृत किया गया।

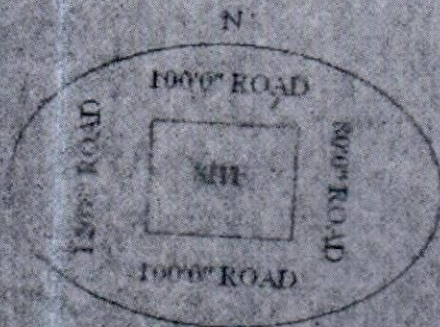
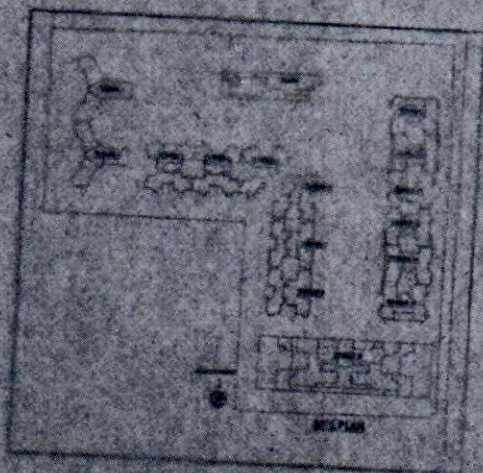
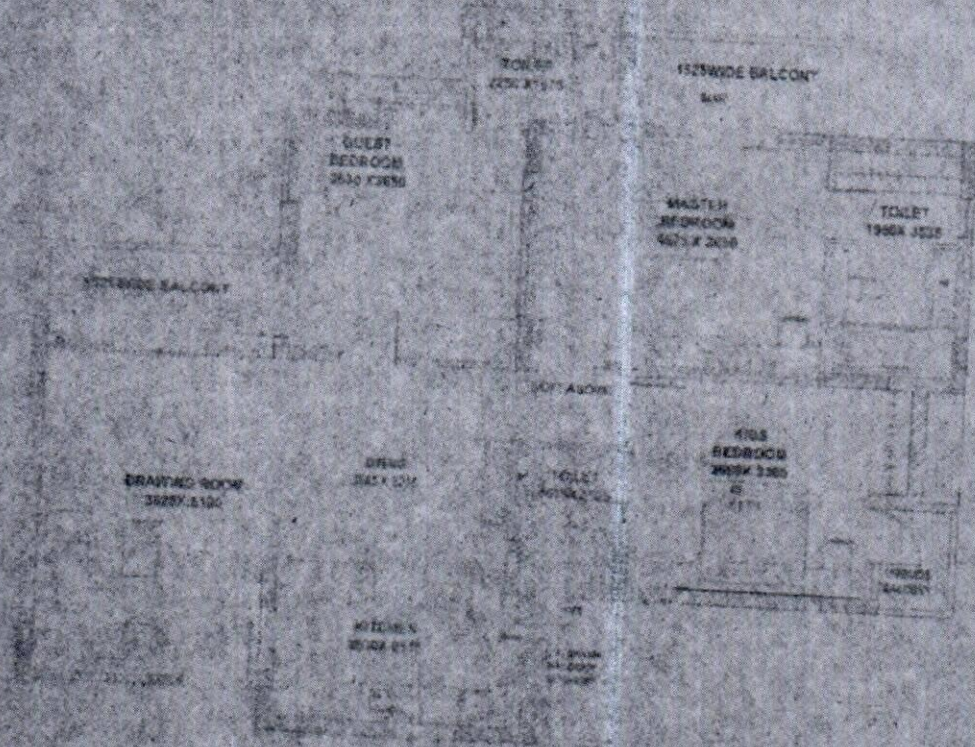
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेंद्र सिंह  
उप निबन्धक (चतुर्थ)  
गाजियाबाद  
23/5/2012





**PLAN OF FLAT NO 1402 ON 13<sup>TH</sup> FLOOR TOWER OC-05 PLOT NO  
GH-4, AHINSA KHAND - I, INDIRAPURAM, GHAZIABAD, UP,  
SUPER AREA, 1800 SQFT**



ABA BUILDERS LTD.

*Sangeeta Gupta*  
SELLER SIGN

*Sangeeta Gupta*  
PURCHASER SIGN

*Ram Sopal*  
**RAM SOPAL**  
ARCHITECT & ENGINEER  
PLANNER'S & VALUER'S  
LIC.No.83, 3-Nagar Nigam Flat,  
Kirti Chauraha, Ghaziabad



