

SI. No.

GSR/004:506627

STATE BANK OF INDIA

RECEIP Mehrault Road, Gurgaon 10158

Branch

A TERANKOE NE ASTATERANIO COGE NO.

Received a sum of Rs. 1.65000

residing at account towards Stamp Duty.

Date

Place :

0.6 JUN 2012 GURGAON (Signatures of Authorised Officer

SALE DEED

GURGADN

- 1. Type of Deed
- 2. Village / City Name
- 3. Unit No. & Floor
- 4. Building Name
- Type of property
- Super Area
- 7. Transaction Value
- Stamp Duty
- Stamp No. / Date
- 10. Stamp Issued by

Sale Deed

Haiderpur Viran, Teh. & Distt. Gurgaon

STATE BANK OF INDIAr credit to Government of Harvana

207, Second Floor

"Suncity Business Tower" Sec-54, Gurgaon

Commercial Office Space

1107 sq. ft. (102.84 Sq. Mtrs.)

Rs.47,29,104/-

Rs.4,65,000/-

GSR / 001:506627

SBI, Mehrauli Road, Gurgaon

Sharpa Shared Brayano

	डीड सबंधी विवरण	
डीड का नाम SALE WITH IN MC ARE	EA	
तहसील/सब-तहसील गुडगांवा	गांव/शहर हुड्रडा के सैक्टर	स्थित Sector-54 (Suncity)
,	भवन का विवरण	
1107 Sq. Feet	श्रेणी व	क
	भूमि का विवरण	
व्यवसायिक	0.000000001 Sq.	Meters
	धन सबंधी विवरण	
राशि 6,642,000.00 रुपये स्टाम्प की राशि 465,000.00 रुपये	कुल स्टाम रजिस्द्रेशन फीस की राशि 15	प डयूटी की राशि 465,000.00 रुपये ,000.00 रुपये पेस्टिंग शुल्क 2.00 रुपये
· ·	रूपये	

Drafted By: Mahender Singh Adv.

यह प्रलेख आज दिनॉंक 29/06/2012 दिन शुक्रवार समय 2:23:00PM बजे श्री/श्रीमती/कुमारी Fatch Chand Lakhina पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Jyoti Swaroop निवासी 184, Kailash Hills, East of Kailash, N. delhi-110065 द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

औ Fateh Chand Lakhina, Inder Kumar

उप / सयुँक्त पॅजिथिम अधिकारी गुडगांवा

उपरोक्त विक्रेताव श्री/श्रीमती/कुमारी Dr. O.P.Bhargava क्रेताहाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्निम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी SC Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Ram Babu पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी G P pandey निवासी 112A Suncity Sec-54 Gurgaon ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी न:2 की पहचान करता है।

दिनाँक 29/06/2012

उप / सयुँक्त प्रजीयन अधिकारी गुडगांवा

This Sale Deed is made and executed at Gurgaon on this ____ day of June, 2012, between:

(1) Mr. Fateh Chand Lakhina S/o Sh. Jyoti Swaroop R/o. 184, Kailash Hills, East of Kailash, New Delhi-110065 and (2) Mr. Inder Kumar S/o Sh. Jyoti Swaroop R/o.182, Kailash Hills, East of Kailash, New Delhi-110065 (hereinafter called 'THE VENDOR')

AND

(1) Dr. O.P. Bhargava S/o. Late Sh. P.N. Bhargava R/o. D-389, First Floor, Defence Colony, New Delhi and (2) Mr. Sharad Bhargava S/o. Sh. O.P. Bhargava R/o. Flat no. B-2,426, Vastrapur Gurudwara Road, New Hotel Saarthi, Bodakdev, Ahmedabad-380054 (hereinafter called 'THE VENDEE').

The expressions "Vendor" and "Vendee" shall mean and include them, their respective legal heirs, successors, legal representatives, administrators, executors, nominee(s) and assigns. Further, for all intents and purposes, singular includes plural, and masculine gender includes the feminine gender.

AND WHEREAS the VENDOR is the absolute owner and in possession of freehold built-up Office Space bearing No. 207 on Second Floor, having super area of approximately 1107 sq. ft. (102.84 sq. mtrs.), along with 1 (One) Reserved Car Parking Space, in a complex named as "Suncity Business Tower" situated at Village Haiderpur Viran, Teh. & Distt. Gurgaon, known as Sector-54, Golf Course Road, Gurgaon, Haryana, with all rights, title, interests, easements, privileges and appurtenances thereto, with all rights of ownership and possession (hereinafter referred to as "the said Unit") by means of purchase from M/s. Haryana Orchards Pvt. Ltd., M/s. Sonika Properties Pvt. Ltd., & M/s. Suncity Buildcon Pvt. Ltd. all companies incorporated under the provisions of the Companies Act 1956 and having their registered office at N-49, First Floor, Connaught Place, New Delhi-110001 acting through their Authorized Signatory Sh. Sanjay Jain vide board resolution dated 19/04/2010 AND M/s. Suncity Projects Pvt. Ltd. a company incorporated under the provisions of the Companies Act 1956 and having their registered office at N-49. First Floor, Connaught Place, New Delhi-110001 through its authorized signatory Sh. Sanjay Jain vide board resolution dated 19/04/2010 (hereinafter jointly referred to as the "Developer") vide registered Conveyance Deed Dated 21st May, 2012 vide Vasika No. 4402 duly registered in the office of the Sub-Registrar, Gurgaon.

AND WHEREAS the Vendor has represented that they are the exclusive owner of the above said Unit and has full right and absolute authority to sell and transfer the Unit and no one else has any right or interest in the same.

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Reg. No.

Reg. Year

Book No.

8,215

2012-2013



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उप / सयुँक्त पँजीयन अधिकारी



AND WHEREAS the said "Suncity Business Tower" Complex was owned by M/s. Haryana Orchards Pvt. Ltd., M/s. Sonika Properties Pvt. Ltd., & M/s. Suncity Buildcon Pvt. Ltd. and constructed by M/s. Suncity Projects Pvt. Ltd. (hereinafter jointly referred to as "Developer"). In respect of said complex Director, Town and Country Planning, Haryana, Chandigarh ("DTCP") has issued License bearing Nos. 1039 dated 17/7/2006 to M/s. Haryana Orchards Pvt. Ltd., M/s. Sonika Properties Pvt. Ltd. and License bearing no. 1040 dated 17/07/2006 to M/s. Suncity Buildcon Pvt. Ltd. for developing a commercial complex thereon and the said Developer got approved the building plans of the said complex from "DTCP" vide BR-III Memo No. 8942 dated 29/03/2007 and granted the Occupancy certificate vide memo no.4540 Dated 07/04/2010.

AND WHEREAS the Vendor has agreed to sell the said Unit and Vendee has agreed to purchase the same for a Total Consideration of Rs.47,29,104/- (Rupees Fourty Seven Lacs Twenty Nine Thousand One Hundred and Four Only) including EDC+IDC+other additional charges.

AND WHEREAS the Vendee are satisfied that the construction in the above said "Suncity Business Tower" has been in accordance with the drawings, design and specifications and other applicable rules/regulations and other applicable provisions and also after verifying and satisfying themselves about the soundness of the title of the Vendor, the Vendee has now desired to get the Sale Deed of the Said Unit executed and registered in their favour.

NOW THIS SALE DEED WITNESSETH AS UNDER;

1. The Total consideration is a sum of Rs.47,29,104/- (Rupees Fourty Seven Lacs Twenty Nine Thousand One Hundred and Four Only) including EDC+IDC+other additional charges which entire Sale Consideration has been paid by the Vendee to the Vendor as per the details hereunder, the receipt of which the Vendor hereby admits and acknowledges in full and final settlement, the Vendor doth hereby sell, transfer and convey the said Unit, unto the Vendee, absolutely and forever.

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क्रेता	Sharad Bhargava	Lunard Knaya	re
गवाह	SC Arora		
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Book No.

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रंलेख क्रमांक 8,215 आज दिनाँक 29/06/2012 को बही न: 1 जिल्द न: 13,005 के पृष्ठ न: 44 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,222 के पृष्ठ सख्या 82 से 84 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनाँक 29/06/2012

Reg. No.

Reg. Year



Cheque/ Demand Draft No.	Dated	Drawn On	Favoring	Amount
794788	05/05/2012	ICICI Bank	Fateh Chand Lakhina	Rs.5,00,000/-
794789	05/05/2012	ICICI Bank	Inder Kumar	Rs.5,00,000/-
209365	14/06/2012	ICICI Bank	Fateh Chand Lakhina	Rs.18,64,552/-
209330	28/06/2012	ICZCZ Banc	Inder Kumar	Rs.18,64,552/-
	Rupees Fou d One Hundr	rty Seven	Lacs Twenty Nine	Rs.47,29,104/-

- 2. That the symbolic and legal possession of the Said Unit has been delivered by the Vendor to the Vendee, who have accepted the same to their entire satisfaction in all respects whatsoever. Henceforth, the Vendee shall have no claim of any nature whatsoever against the Vendor on any account including as regards to any item of work, material, super area calculations, extent of coverage quality of construction, installations, etc.
- 3. Now the Vendor has been left with no right, interest, claim or concern of any nature in respect of the Said Unit and Vendee have become the absolute owners of the Said Unit, with full right to sell, transfer, dispose off and/or otherwise deal with the same in any manner. However, such Vendor/Vendee shall be bound by the terms of this Sale Deed.
- 4. That the Vendor further assures the Vendee that the Said unit is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, disputes etc. and if it is proved otherwise, then the Vendor will be responsible for the same.
- 5. That the Vendee shall have no right, title or interest in any other portion/part of the Complex, except the Said Unit along with the parking slots.
- 6. That save and except in respect of the Said Unit hereby conveyed registered, the Vendee shall have no claim, right, title or interest of any nature or any kind whatsoever for the common areas of the said complex, except right of ingress/egress over or in respect of all or any of the common areas such as lobbies, staircases, lifts, atriums, corridors etc. which shall remain in the custody and protocol of the Maintenance Agency / Developer whose responsibility will

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be to provide maintenance and upkeep of the complex until the same are transferred/assigned to any other body or association or society in accordance with provisions of relevant law. In that event, the provisions of that Act shall stand superseded/substituted/modified accordingly and the provisions so modified/substituted shall govern the rights, title and obligations covered by this clause.

- 7. That the Vendee shall, maintain the Said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto at its own cost, in a good and tenantable repair and condition and ensure that support, shelter etc. of the building(s) or pertaining to the Building(s) in which the said Unit is located, is not in any way damaged or jeopardized and shall not do or caused to be done anything in or to the said building(s) or Said Unit or the staircases, lifts, shafts and common passages or the compound which may be against rules or bye-laws of the Municipal or any other authority nor shall the Vendee change, alter or make additions in or to the said unit or any part thereof which would be violative of any rules, by-laws of the municipal Authority or any law for the time being in force, or any rule or notification issued by the local or other authority. The Vendee shall be responsible for all deviations/violations or breach of any such conditions or laws, by laws and rules and regulation committed by them and for loss or damages arising out of breach of any of these conditions etc.
- **8.** That the Vendee hereby undertake NOT TO:
 - a) Use the said unit or permit the same to be used for any purpose other than official purpose;
 - b) Do or allow to be done any act which may or is likely to cause nuisance or annoyance to the occupier/owners of the other portion/space in the complex;
 - c) Use the said Unit for any illegal or immoral purpose;
 - d) Store in the said Unit any goods of hazardous or combustible nature which are so heavy as to effect the construction or the structure of the

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said Unit and/or the building in which the Said Unit is located;

- e) Do or suffer anything to be done in or about the Said Unit which may cause damage to any flooring or ceiling or any Premises above, below or adjacent to the Unit or in any manner interface with the use thereof or of spaces/portions passages or amenities available for common facilities like lifts, lights etc.
- f) 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.
- g) Demolish the Said Unit at any time or any part thereof nor will the Vendee at any time make or cause to be made any additions or alteration or un-authorized construction of whatsoever nature to the Said Unit or any part thereof, and shall not chisel or in any other manner do damage to columns, beams, walls, slabs or RCC or other structural constituents in the Said Unit.
- h) Make any encroachments or obstruction in common areas/facilities/services or cause hindrance in the use and enjoyment or all common areas/facilities/services/communication areas of the Complex.
- i) Make noise pollution by use of loud speakers or otherwise and/or throw away or accumulate rubbish, dust, rags, garbage or refuse anywhere save and except at areas/places specifically earn marked for the purpose in the Complex.
- j) Close the verandahs or lounges or balconies or common passage or common corridor even if particular floor/floors are occupied by the same party.

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- k) Fix/install the air-conditioner/cooler at any place other than the space(s) provided for in the building design or project or open them up to the inside passage, common areas, or in the staircase, and shall ensure that no water drips from any cooler/AC. It is also agreed that no AC/cooler can be installed without permission from the Vendor/Maintenance Agency.
- 1) Use the common areas of the buildings in which the Said Unit is situated or the common areas of the Complex for keeping/chaining pets, dogs, birds or for storage of cycles, motor cycles etc. and not to block the common areas/parts of the Complex in any manner what so ever.
- m) Keep items like battery, invertors/petro kerosene, generator, flowers vessels, air-conditioners, coolers etc. either in the stairs or the entrance or road or parking place etc.
- 9. In case of non observance of any of the clauses herein contained, the Maintenance Agency shall enter the Said Unit, if necessary, and remove/rectify etc. the breach at the cost and expenses of the Vendee. Further, without prejudice to other rights and remedies, the Maintenance Agency shall also have full right to disconnect the electricity and air-conditioning supply and take other measures as it in its sole discretion may deem fit including the right to deny the right of ingress and egress and usage of other facilities in the Complex to the Vendee. The Vendee shall have no objection to this. Further, the Vendee shall be liable and responsible for any/all the losses, damages and/or expenses if any suffered by the Vendor in this regard.
- 10. That the Vendee shall comply with and carry out from time to time in respect of the Said Unit all the requirements, requisitions, demands and repairs which are required to be complied with by the Director, Town and Country Planning, Chandigarh, Haryana Urban Development Authority, Municipal Authority, Govt. or any other competent authority/local bodies, in respect of the Said Unit and the Building(s) and keep the Vendor indemnified, secured and harmless against all costs and consequences and all damages, arising on account of delay/non-compliance with the said requirements, requisition, demands and repairs.

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- 11. That the Vendee agree and undertake that the Vendee shall, at any time hereafter have no right to object to the Developer constructing or continuing with the construction of the other buildings(s) adjoining the building(s), putting up additional floors (if legally permitted) to the building in which the Said Unit is situated or other building(s) on the said land and connect the electric, water, sanitary and drainage source with the existing systems. Further, notwithstanding anything contrary, if, any, contained in this sale deed or any other document, the entire basement (except for the inside reserved car parking spaces) and entire terraces of the building(s) on the said land including the parapet walls, shall always be the property of the Developer and the Developer shall be entitled to use, enjoy and sell the same (including parapet walls and further constructions thereon) for all purposes including the display of advertisement sign boards or open air restaurant or any other use. That proceeds/revenue/ income etc. generated from common areas/non FAR areas including income from signage/publicity material etc. and other mall management activities shall belong exclusively to the Developer and the Vendee shall not have any right, title, claim or interest either in the activities carried on by the Developer or the proceeds/income etc. received there from. The Vendee hereby consents to the same and agrees that the Vendee shall not claim any reduction in price of the Said Unit hereby purchased by the Vendee and/or to any compensation or damages on the ground of inconvenience or any other ground.
- 12. That the proprietary rights of all the common areas including the common passages, lift lobbies, atriums shafts toilets, other service areas as also the capital equipments like lifts escalators, staircases, generators, boring pumps, parking place motor rooms etc. are vested in the Developer and shall be governed by the rules made by the Developer in its sole discretion from time to time for proper maintenance thereof.
- 13. (a). That the Vendee agree and bind themselves to pay maintenance charges regularly on demand directly to the Maintenance Agency as appointed by the Developer, as presently applicable and applicable from time to time towards maintenance charges and preservation of Complex building(s), operation of common areas and management of common areas and facilities and service charges such as cost of lift operation, lighting and of common passages, cost towards air-conditioning and power back-up, common security arrangements, fire-fighting equipment, capital replacement funds etc. That the Developer shall undertake maintenance of the Complex either by itself and/or through Maintenance Agency so appointed/nominated by the

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Developer [hereinafter referred to as the "Maintenance Agency"]. The Developer which shall contain the full scope of maintenance of the Complex. The Vendee shall make timely payment of the maintenance charges towards the maintenance of the common areas and common facilities provided in the said Complex as decided by the Developer and /or the Maintenance Agency calculated proportionately on super area basis of the Unit.

13.(b) That the Vendee have purchased the Unit on the specific understanding that the right to use the common areas and common facilities shall be subject to the payment of the maintenance charges as decided by the Developer /Maintenance Agency and in the event the maintenance charges are not paid regularly in the form as decided by the Developer /Maintenance Agency, the Vendee shall have no right to use the common areas and common facilities and the right to use will be available only on regular payment of the charges as envisaged herein.

14. That the Vendee agrees and undertakes to pay on demand, taxes of all and any kind whatsoever whether levied or leviable now or in future, on the said land and/or Building(s) thereon, as the case may be, from the date of this deed and so long as each premises in not separately assessed for such taxes for the land and/or the building(s)., same shall be payable and be paid by the Vendee in proportion to the area of the Said Unit. The Developer or any other agency shall make such apportionment, as the case may be, and the same shall be conclusive, final and binding upon the Vendee.

15. That the Vendee are aware that they are purchasing said Unit in a Multi Storeyed Building. The Vendee are also aware that in addition to utility the reputation of the Building and its occupants depends upon the maintenance and upkeep of the Complex which reputation has an ultimate effect on the environment and status of the various occupants of the Complex. It is for these amongst other factors that the Vendee have purchased the Said Unit on the specific understanding by them, that the right to use common facilities shall be subject to the payment of the maintenance charges, and surcharge for air-conditioning decided by the Developer or its nominated Maintenance Agency and performance of all the covenants of these presents. Should the maintenance charges, and surcharge for air-conditioning as herein mentioned and/or any other charges, be not paid regularly, as decided by the Developer or by the Maintenance Agency or the body or association, if any appointed by the Developer and/or use of the Said Unit for any purpose other than the office purpose and/or breach of other covenant and/or condition by the Vendee, then the Developer / Maintenance Agency shall also have full right to disconnect the electricity and air-conditioning supply and take other

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measures as the Developer in its sole discretion may deem fit and proper including the right to deny the right of ingress and egress and usage of other facilities in the Complex to the Vendee. The Vendee shall have no objection to this. Further, the Vendee shall be liable and responsible for any/all the losses, damages. In other words, right of passage is not an integral part of the sale. The right will be available only on payment of maintenance charges, service charges and surcharge for air-conditioning and/or any other charges as may be determined from time to time. Once the maintenance charges etc. (all payments envisaged under these presents) are regularly paid and covenants herein observed that right will be given to the Vendee.

- 16. That it is in the interest of all the purchasers/occupiers of the Complex that some safeguards be provided to prevent entry of un-authorized person(s) into the Complex, including the common areas and to give an effective hand to the Vendor/Maintenance Agency to deal with such unlawful entrants/loiterers/Vendor/peddlers etc. and also to enable the occupants of the various premises in general, to deal more effectively with the security of the building and maintenance of order therein, the entry be regulated. For this the Vendor/Agency shall be free to restrict the entry of anyone into the Complex to whom it considers undesirable at the outer gate itself. In case of insistence, the securities staff of the building will be at liberty to call upon the Vendee/lawful tenant/occupant to come to the gate and personally escort the persons(s) from the date to their premises and assume the responsibility of escorting them out as well. The security services will be without any liability of any kind upon the Vendor/Maintenance Agency. Security costs will be part of the Maintenance charges.
- 17. That the structure of the building(s) may be got insured against fire and if necessary, against earthquake by the Developer or any other agency referred to above on behalf of the Vendee but contents of Said Unit shall be got insured by the Vendee at their own cost. The cost of insuring the building structure shall be part of service charges. The Vendee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Premises or any part of the said Complex or cause increased premium to be payable in respect thereof.
- 18. That the Vendee agree and bind themselves to pay for water and power consumed in the Said Unit as per the sub-meters installed or billed by the Maintenance Agency.

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- 19. That the Maintenance Agency shall not be responsible for the safety of goods or any other material or article belonging to the Vendee or any other person connected with or visiting the Vendee, nor the Vendor /Maintenance Agency shall be liable for any loss or damage or injury to the property lying in or around the Said Unit by reason of any theft, fire, and /or any other reason whatsoever.
- 20. That the Vendee shall permit the Developer /Maintenance Agency or its survivors, agents with or without workmen and others at all reasonable times to enter into the Said Unit for the purpose of repairing, maintaining, re-building cleaning lightning and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters etc.
- 21. That the owners/ occupants of the Said Unit including the Vendee shall from time to time sign all applications, papers, and documents and do all acts, deeds and things as the Vendor and /or the Maintenance Agency/society (as the case may be) may require for safe guarding the interests of the Vendor and/or the owners /occupants of the other portions in the Complex.
- 22. That the Vendee undertakes that the name of the Complex will always be "Suncity Business Tower" and shall never be subject to change unless it be so in the sole discretion of the Developer and accordingly it will always form a compulsory suffix/prefix to the Vendee correspondences and address of the Unit.
- 23. That the Conveyance Deed Dated 21/05/2012 between the Vendor and said developer shall form part and parcel of this sale deed and all the remaining terms thereof shall be deemed to have been incorporated in this sale deed.
- 24. That all the expenses of this sale deed viz. Stamp duty, registration charges etc. have been borne and paid by the Vendee.
- 25. That in case any provision of this sale deed shall be determined to be void or unenforceable under applicable law, such a provision shall be deemed amended or deleted in so far as reasonably consistent with the purpose of this sale deed and to extent necessary to confirm to applicable law and the remaining provision of this sale deed shall remain valid and enforceable in accordance with their terms and tenor.

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IN WITNESS WHEREOF, the Vendor and the Vendee have signed this sale deed at Gurgaon on the date first mentioned above in the presence of the following witnesses.

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Witnesses:

MAHENDER SINGH

Advocate, Gurgaon

VENDOR

1.

Distt. Courts, Gurgaon

2. RAM BABU Pandey. StD. Sh. G. P. Pandey. 112A, Suncy business Town Sec-54, Gugan

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