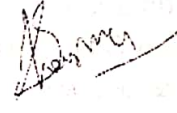


बही संख्या 1 रजिस्ट्रीकरण संख्या 690 वर्ष 2021



मनजीत जौहर स्वयं व
बहैसियत मुख्तारेआम
विक्रेता संख्या २ से ४

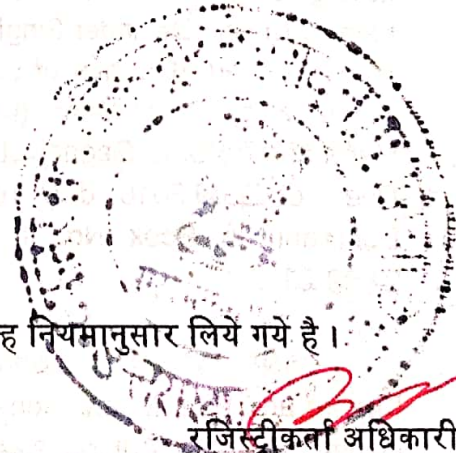
संदीप बडोला
बहैसियत मुख्तारेआम
विक्रेता संख्या ५ श्री

कल्पना पांडेय

बबिता शर्मा



अनूप सिंह



प्रतिज्ञ एवं साक्षीगण भद्र प्रतीत होते हैं। सभी के अंगुष्ठ चिन्ह नियमानुसार लिये गये है।

रजिस्ट्रीकर्ता अधिकारी /
उप-निबंधक, देहरादून, तृतीय
18 Jan 2021

AND WHEREAS thereafter Shri Manav Johar named above acting for self and as lawful attorney for Shri Manjeet Johar, Smt. Mansi Kapoor and Smt. Meena Johar, with the consent of co-owners, out of their 62.5% share in the total holding mentioned in the schedule sold all their legal rights on undivided 29.16% share in favour of Shri Davinder Mago son of Shri P.L. Mago vide sale deed dt.19.12.2013 registered in the office of the Sub-Registrar-2, Dehradun in Book No.1 Volume 5179 Pages 329-348 at No.10638 on 19.12.2013.

AND WHEREAS M/s Adhiraj Associates, a partnership firm acting through its partner Shri Devinder Singh Mann son of Shri Harchand Singh Mann out of its 37.5% share in the total land transferred all its legal rights on undivided 4.17% share in favour of Shri Davinder Maggo son of Shri P.L. Maggo vide sale deed dt.19.12.2013 registered in the office of the Sub-Registrar-2, Dehradun in Book No.1 Volume 5179 Pages 309-328 at No.10637 on 19-12-2013.

AND WHEREAS the Vendor thus became the joint owners of the total property having total land area measuring 3802.28 sq. meters comprised in property bearing municipal no.54, E.C. Road, Dehradun at present also known as 136, Rajiv Gandhi Road, Block-I, (E.C. Road), Dehradun by virtue of the above mentioned title deeds and their names are duly mutated in the records of the Nagar Nigam, Dehradun.

AND WHEREAS after acquiring the above land the Vendor for construction of a Group Housing Residential Project (hereinafter referred to as the 'Project') got a building plan duly sanctioned and approved by the Mussoorie Dehradun Development Authority, Dehradun being Map No.R-1369/13-14 by order dt.27-12-2013 and thereafter developed and constructed the group housing residential complex through the Consenting Party of which the Sellers are partners under the name and style of "THE SOLITAIRE RESIDENCY" on the above land in accordance with the sanctioned plans, comprising of several residential buildings/blocks therein and other common services and facilities being part of the project.

AND WHEREAS Vendor No.2 Shri Manav Johar has appointed his trustworthy Vendor No.1 Shri Manjeet Johar as his lawful attorney vide General Power of Attorney dt.15.10.2011 which is duly registered in the office of the District Registrar, Tehri in Book No.4 Volume 1 Pages 19 to 26 at No.3 on 17.10.2011. The said General Power of Attorney still subsists, has not been revoked or cancelled and the Executant is alive till date.

AND WHEREAS Vendor No.3 Smt. Meena Johar has appointed her trustworthy Vendor No.1 Shri Manjeet Johar as his lawful attorney vide General Power of Attorney dt.17.02.2010 which is duly registered in the office of the Sub-Registrar, Rishikesh in Book No.4 Volume 123 Pages 469 to 476 at No.49 on

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17.02.2010. The said General Power of Attorney still subsists, has not been revoked or cancelled and the Executant is alive till date.

AND WHEREAS Vendor No.4 Smt. Mansi Kapoor (maiden name Mansi Johar) has appointed her trustworthy Vendor No.1 Shri Manjeet Johar as her lawful attorney vide General Power of Attorney dt.15.05.2017 which is duly registered in the office of the Sub-Registrar-4, Dehradun in Book No.4 Volume 189 Pages 271 to 286 at No.313 on 15.05.2017. The said General Power of Attorney still subsists, has not been revoked or cancelled and the Executant is alive till date.

AND WHEREAS Vendor No.5 Shri Davinder Maggo has appointed his trustworthy Shri Sandeep Badola as his lawful attorney vide General Power of Attorney dt.29.07.2019, which is duly registered in the office of the Sub-Registrar-3, Dehradun in Book No.4 Volume 227 Pages 61 to 80 at No.849 on 29.07.2019 The said General Power of Attorney still subsists, has not been revoked or cancelled and the Executant is alive till date.

AND WHEREAS Vendor No.6 M/s Adhiraj Associates, acting through all its five partners namely (1) Shri Devinder Singh Mann son of Shri Harchand Singh Mann, (2) Smt. Maninder Kaur daughter of Late Shri Mall Singh, (3) Shri Harinder Singh son of Shri Devinder Singh Mann, (4) Shri Charanjeet Singh son of Shri Devinder Singh Mann and (5) Smt. Gaganjyot daughter of Shri Devinder Singh Mann have jointly appointed their trustworthy Vendor No.1 Shri Manjeet Johar as their lawful attorney for sale of the said property vide General Power of Attorney dt.13.04.2017 which is duly registered in the office of the Sub-Registrar-4, Dehradun in Book No.4 Volume 186 Pages 33 to 60 at No.229 on 17.04.2017. The said General Power of Attorney still subsists, has not been revoked or cancelled and the Executants are alive till date.

AND WHEREAS the Purchaser above named applied to the Vendor for purchase of **ALL THAT 4BHK Apartment bearing No. 03 on GROUND FLOOR, Type – B, having Super Area of 171.26 sq. meters in the Project "THE SOLITAIRE RESIDENCY" constructed on land bearing municipal no.54, E.C. Road, Dehradun at present also known as 136, Rajiv Gandhi Road, Block-I, (E.C. Road), Dehradun together with right to use one car parking hereinafter referred to as the "Apartment", pursuant to which the Vendor allotted the said Apartment, as more fully described in the Schedule given hereunder at the end of this deed, to the Purchaser along with undivided and impartible proportionate share in the land underneath the building/block in which the said Apartment is situated (hereinafter referred to as the 'Building') and the proportionate share in the common areas of the Building including all easmentary rights attached thereto, on the terms and conditions contained in the Allotment Agreement.**

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NOW THIS DEED WITNESSETH AS UNDER:-

- 1) That in pursuance of the said agreement and in consideration of **Rs.80,00,000/- (Rupees Eighty Lakhs only)** paid by the Purchaser to the Vendor through the Consenting Party as detailed hereunder:-
- (a) **Rs.5,00,000/- (Rupees Five Lakhs only)** vide Cheque No.448743 dated 21.03.2020 drawn on State Bank of India, Vikas Bhawan, Roshanabad, Haridwar payable at par at branches of the bank
 - (b) **Rs.1,00,000/- (Rupees One Lakh only)** vide Cheque No.448753 dated 12.01.2021 drawn on State Bank of India, Vikas Bhawan, Roshanabad, Haridwar payable at par at branches of the bank
 - (c) **Rs.64,00,000/- (Rupees Sixty Four Lakhs only)** vide Demand Draft No.351697 dated 11.01.2021 drawn on State Bank of India, payable at par at all branches of the bank
 - (d) **Rs.10,00,000/- (Rupees Ten Lakhs only)** vide Cheque No.448756 dated 28.02.2021 drawn on State Bank of India, Vikas Bhawan, Roshanabad, Haridwar payable at par at branches of the bank

(Note: A sum of Rs.60,000/- (Rupees Sixty Thousands only) has been deposited with the Income Tax Department as TDS on sale of property vide Acknowledgment No.AH6339130 dt.18.01.2021 and Challan No.01077 dt.18.01.2021 through Punjab National Bank, which is included in the above mentioned sale consideration and the receipt of which is acknowledged by the Vendor).

the receipt of which total sum of **Rs.80,00,000/- (Rupees Eighty Lakhs only)** is hereby acknowledged by the Vendor through the consenting party and the consenting party has signed this deed in token of consent and the Vendor hereby convey, transfer and assign to the said Purchaser free from all encumbrances etc., **ALL THAT 4BHK Apartment bearing No. 03 on GROUND FLOOR, Type – B, having Super Area of 171.26 sq. meters in the Project "THE SOLITAIRE RESIDENCY" constructed on land bearing municipal no.54, E.C. Road, Dehradun at present also known as 136, Rajiv Gandhi Road, Block-I, (E.C. Road), Dehradun together with right to use one car parking (morefully described in the Schedule at the end of this deed and clearly shown in the annexed map) along with undivided and impartible proportionate share in the land underneath the Building together with the proportionate share in the common areas of the Building on the terms and conditions contained herein, with all rights, title, interests, easement, appurtenances etc. of the Vendor INTO and UPON the said property TO HAVE and TO HOLD the same absolutely and forever.**

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- 2) The property hereby sold is free from all encumbrances, charges, liens, demands, acquisition, mortgages (either equitable or otherwise), disputes/litigations, court or other attachments etc. whatsoever and the actual, vacant and physical possession whereof has been handed over to the Purchaser on the spot simultaneously with the signing and execution of this Sale Deed.
- 3) All the taxes, cesses, land-revenues and others charges etc. upto the date of this deed in respect of the said property, shall be paid by the Vendor and thereafter the same shall be paid by the Purchaser. However, in case of any consolidated demands, the Purchaser shall pay proportionate amount of the respective share.
- 4) The Vendor at the cost of the Purchaser, shall hereafter do and execute all such acts, deeds and things as may be required for completely and more perfectly assuring the title of the said property, and keeping the Purchaser in possession and ownership thereof as per the true intent and meaning of these presents as shall or may reasonably be required.
- 5) In case, while the Purchaser occupies the said property, there arises any defect in the title of the Vendor, then in that case the Vendor undertakes to make the title perfect at his own cost and Vendor shall fully reimburse the Purchaser upto the extent of the loss thus suffered.
- 6) The Purchaser has examined the said property hereby sold and is fully satisfied with the construction and its quality as per sanctioned plan and is also satisfied that the property has been constructed as per the agreement and the Purchaser agrees not to raise any dispute at any time in future.
- 7) The Purchaser gets exclusive possession of the covered area of the Said Apartment. The Purchaser shall also have undivided proportionate share in the common areas and facilities within the Building. As such, the Purchaser shall use such common areas and facilities within the Building harmoniously with other occupants and without causing any inconvenience or hindrance to them. Further the use of such common areas and facilities within the Building shall always be subject to timely payment of maintenance charges.
- 8) The Purchaser shall be entitled to use the general common areas and facilities within the Project/Complex, which may be within or outside the foot print of the Building earmarked for common use of all the occupants of the Project/Complex. As such, the Purchaser shall have no right, interest or title in the general common areas and facilities within the Project/Complex, which may be within or outside the foot print of the Building such as community centre, parking spaces (except if specifically allotted), roads, parks, overhead water tanks, underground water tanks, electric sub-stations, open areas, entrance, pump house, guard rooms, storage area etc., which shall always remain the property of the Vendor. The right of usage of the general common facilities is subject to the covenants herein and regular payment of all dues.

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- 9) Except for the Apartment transferred herein along with all common easmentary rights attached therewith, including common areas and facilities of the Building, all adjoining areas including not allotted terrace/roof, unreserved open and car parking space, and facilities therein, storage areas etc., the entire un-allotted/unsold areas of the Project/Complex, shall remain the property of the Vendor and the same shall always deemed to be in possession of the Vendor.
- 10) The Purchaser shall not cover, construct any structure or encroach upon the parking space specifically earmarked for his use. It is so understood that the designated parking space shall always remain attached to the Apartment and shall in no case be dealt with in any manner in separation with the Apartment. Whenever, the Apartment is transferred in any manner, the same shall be inclusive of the transfer of the right to use the designated parking space simultaneously. The Purchaser shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sale Deed and the Allotment Agreement, as referred hereinabove, and observe the same as applicable and pertaining to the Said Apartment.
- 11) The Purchaser agrees to enter into a Maintenance Agreement with the Vendor or any Associated Condominium of Apartment Owners and/or Nominee/ Agency/ Association(s) or any other body as may be appointed / nominated by the Vendor for the maintenance and upkeep of the Project/Complex.
- 12) An Interest Free maintenance security (IFMS), toward security for promptly paying the maintenance bills and other charges, shall be payable by the Purchaser to the Vendor. The amount to be deposited as IFMS will be intimated to the Purchaser by the Vendor and can be revised from time to time. The Purchaser agrees to make timely payments of the maintenance charges in terms of the maintenance agreement as per the bills raised for the same.
- 13) The Purchaser shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenances of the units) in the complex, as determined by the Vendor or its nominated agency till handing over the complete project to Residential Welfare Association. The Vendor shall transfer the Interest Free Maintenance Security, net of default of maintenance and electricity charges, to the Residents Welfare Association for maintenance of the Said Building thereafter. The Vendor may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard.
- 14) The Vendor reserves the right to entrust the job of maintenance and upkeep of the open areas, common areas facilities of the Building and the Project/Complex to any agency as per their discretion.

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- 15) The Purchaser shall be liable to pay and contribute in proportion to the covered area of the apartment and floor area of the parking space hereby conveyed to the Purchaser towards the payment of municipal rates, taxes, service charges and other outgoings of statutory or government requirements only, depending upon the circumstances the statutory dues may be paid by the Purchaser directly to the Statutory Authority as required or if the Management Committee of the Apartment Owners Association functions and has made arrangements then such statutory dues may be paid through the said Managing Committee.
- 16) The Purchaser shall have the full proprietary rights and will be at liberty to transfer, mortgage, lease, gift or otherwise deal with the said property, provided that the Purchaser shall not be entitled to demolish or commit waste in respect of the land, apartment, and/or parking space or allow anything to be done in the said apartment and/or parking space to affect prejudicially the other occupiers of the said building. The Purchaser shall get the said property/apartment mutated in his name in the records of the Municipal Corporation only as and when the said area comes under the Municipal Limits.
- 17) For computation purpose the Super Area means the covered area inclusive of half of the area under common walls between two apartments, full area of the other walls, columns and projections, balconies, cupboards, plus proportionate share in the common areas such as projections, corridors, passages, area under lifts, staircases, entrance lobbies, stilt floor and other common areas and facilities in the Said Building.
- 18) The Purchaser shall not be entitled to claim partition of his undivided share in the land underneath the Building in the Project/Complex, as aforesaid, and the same shall always remain undivided and impartible and unidentified.
- 19) The Vendor undertakes to deliver certified copy of relevant title deeds described hereinbefore to the Association of the Apartment Owners of the said building as and when formed and the Managing Committee shall hold the title deeds as Trustees, to be made available to any apartment owner or to any authority for inspection and where necessary for production but the Trustees shall not part with the Title Deeds.
- 20) The Managing Committee or any officer of the Residential Welfare Association or nominee of Vendor, in case of emergency originating in or threatening the said property or building, shall have the right to enter the said Apartment to enable them to take immediate suitable steps in the interest of safety, preservation and maintenance of the said apartment and the neighbouring apartments and/or the building. The representative of the Association till the Residential Welfare Association is formed or the Vendor or his Nominated Agency shall also have the right to enter the said Apartment for the purpose of installation, alteration or repairs of the common mechanical or electrical services of the building for comfortable

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- use and enjoyment of the said apartment and other occupiers of the building.
- 21) The Purchaser has satisfied himself about the interest and the title of the Vendor in the Land on which the Apartment as part of a Group Housing Project is constructed and has understood all limitations and obligations in respect thereof.
 - 22) The Purchaser shall not remove any walls of the said Apartment including load bearing walls and all the walls / structures of the same shall remain common between the Purchaser and owners of the adjacent Apartment. Further, the Purchaser shall neither himself nor permits anything to be done which may cause damage to any part of the adjacent apartment(s) etc.
 - 23) The Purchaser shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the Said Apartment / Said Project or on open Car Parking space by the Purchaser shall be liable to be removed at his cost by the Vendor and/or nominee of Vendor.
 - 24) The Said Building along with lifts, pump houses, generators etc., may be got insured against fire, earth-quake and civil commotion at the expenses of the Purchaser by the Vendor provided all the occupiers of the apartments pay and continue to pay the proportionate charges to be incurred by the Vendor or nominee of Vendor for the purpose of insurance. The Purchaser shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. Such charges may be integrated into the pre-paid power supply metering system or to be claimed extra.
 - 25) The Purchaser may get insurance of the contents lying in the said Apartment at his own cost and expenses.
 - 26) The Purchaser shall never object or make any nuisance and hindrances in whatsoever manner in completion of the entire construction work of the project. It is further cleared that all the services i.e. Septic Tank, Electricity, Water etc. which are provided to Purchaser, are for the entire project.
 - 27) The Purchaser shall have to abide by all the conditions which were imposed upon the Vendor at the time of sanctioning of the project as well as by the Uttarakhand Flats Ownership Act and rules framed thereunder.
 - 28) The Purchaser shall have no right to object to the Vendor from constructing additional floors as and when permitted. If at any stage further construction in the Said Project becomes permissible, the Vendor shall have the sole right to undertake and dispose of such construction without any claim or objection from the Purchaser.

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- 29) That the Purchaser is eligible for membership of community centre provided in the said complex and shall abide by all the rules, terms and conditions of the bylaws of facility centre and shall be liable to pay to the Vendor or / its nominated agency such charges as may be demanded for such services. It is made clear by the Purchaser and fully understood by the Purchaser, as such or by virtue of this deed, will have no right, title or interest in any land / building / common areas or any part thereof outside the said unit and/ or any facilities, amenities, services including gardens etc. as may be provided in the said complex. It is made clear that only the Vendor is having right, title or interest in community centre, any land / building / common areas or any part thereof outside the said unit.
- 30) The Common Areas and Facilities for the purposes of this deed shall mean and include:
- a) The land on which the building is located and all easements, rights and appurtenances belonging to the land and the building,
 - b) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapes, fire staircase, security and fire control rooms and entrances and exits of the building,
 - c) The stilts, yards, gardens and parking areas of common use,
 - d) The premises for the lodging of generators or persons employed for the management of the property,
 - e) Installations of central services, such as, power, light and sewage,
 - f) The elevators, lift machine rooms, tanks, pumps, motors, cable pipe line (electricity etc.) rain water harvesting system, ducts and in general all apparatus and installations existing for common use,
 - g) Driveways, sidewalks, all electrical shafts, plumbing and fire shafts on all floors staircases, munties,
 - h) Such other Community facilities as may be specified in the bye-laws,
 - i) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use and other areas to be used by the occupants of the Said Building.

OTHER TERMS & CONDITIONS OF THIS DEED ARE AS FOLLOWS:-

- A) The maintenance, upkeep, repair, security etc. of the building including the landscaping and common areas of the building, replacement of bulbs in corridors and other common places, provision of watchman, maintenance of lifts etc. will be organized by the Residential Welfare Association as and when formed, until then it shall be organized by the Vendor or its nominated agency. The Purchaser shall pay maintenance charges as fixed by the Vendor or its nominated agency or Association from time to time depending upon the maintenance cost. In addition to maintenance upon the maintenance charges, there will be contribution to "Replacement Fund" etc. Any delay in payment shall make the Purchaser

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