liable for interest @ 24% per annum in default in payment. Non payment of any of the charges within the specified time shall also disentitle the Purchaser to the enjoyment of common services. The Vendor or the Residential Welfare Association may also, apart from other remedies open to it, restrict or object to the transfer of the said Apartment by the Purchaser.

- B) The Purchaser shall use the said property according to laws, rules and regulations of the local municipal and development authorities and bodies and shall not block any open areas, common passage, terrace and common amenities etc. and shall not cover even any verandah or balcony.
- C) In future if any decoration of the exterior of the building is warranted, the Purchaser shall not decorate the exterior of the building, the same shall be decorated by the Residential Welfare Association as and when formed and until then by the Vendor or its nominated agency and the occupiers of the building shall jointly cover the cost.
- D) The Purchaser shall not post any advertisement or poster of any kind in the building or on the said property/premises without permission of the Residential Welfare Association / Vendor/nominee of Vendor.
- E) The Purchaser shall not make or allow the making of any noise at high pitch or do any work or thing or act or conduct himself or allow any person in the apartment to conduct or do anything in such a way that might reasonably cause irritation, annoyance or disturbance to any other resident or occupier of the said building.
- F) The Purchaser shall not keep any domestic or other animal within the said premises or building without abiding by the relevant municipal byelaws or regulations and without the permission of the Vendor / its nominated agency or Resident Welfare Association.
- G) The Purchaser shall not hang clothes and garments from the windows or balconies, in common passages and common staircase of the said property/apartment/building in a manner which might cause inconvenience or irritation or annoyance to any other occupier or resident of the said building.
- H) The Purchaser shall not throw garbage or refuse outside the dustbins provided within the common service area.
- The Purchaser shall not take up any wiring for electrical or telephone installation, T.V. Antenna, Air Conditioning Unit or other plant or machinery on the exterior of the said apartment/property that protrudes through the walls or roof or floor of that apartment except with the written permission of the Vendor / its nominated agency or Resident Welfare Association.

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- The Purchaser shall not arrange or hold any public function in any part of the said property or building except with the permission of the Vendor / its
 The Purchaser at any purchaser at any public function in any part of nominated agency or Resident Welfare Association.
- The Purchaser shall not use the said apartment/property for illegal or immoral purpose or for storing any inflammable or hazardous goods, materials or articles and shall not bring in the said property/apartment or building any item of whatever nature, which might cause harm to other occupiers, or residents of the said building and also shall not carry or cause to be carried heavy packages to the upper floors which are likely to cause damage to the staircase, common passages or any structure or any part of the building. The Purchaser shall always keep the Vendor / its nominated agency or Resident Welfare Association harmless and indemnified for any loss and/or damages in respect thereof.
- The Purchaser may undertake minor internal alterations in his apartment only with the prior written approval of the Vendor/. The Purchaser shall not be allowed to effect any of the following changes/alterations:
 - a) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the said Apartment or any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Purchaser will get the same repaired failing which the cost of repair may be deducted from the Purchaser's IFMS.
 - b) Changes that may affect the facade of the said Apartment (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - c) Making encroachments on the common spaces in the said Project.
 - d) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the said Apartment.
- M) The Purchaser shall strictly observe following points to ensure safety, durability and long term maintenance of the building:
 - No changes in the internal layout of a said Apartment should be made without consulting a qualified structural consultant and without the written permission from the Vendor.
 - ii. No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
 - iii. All the plumbing problems should be attended by only one qualified or experienced plumber in the said Building. The plumbing network inside the said Apartment shall not be tampered with or modified in any case.
 - iv. Use of acids for cleaning the toilets should be avoided.

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- v. All the external disposal services to be maintained by periodical cleaning.
- vi. No alterations will be allowed in elevation, even of temporary nature.
- vii. Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
- viii. The Purchaser shall not cover the balcony / terrace of the said Apartment by any structure, whether permanent or temporary.
- ix. The Purchaser should make sure that all water drains in the said Apartment (whether in terraces, balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
- x. The Purchaser should avoid random parking of his/ her vehicle and use only allotted parking bay.
- xi. Whenever the Purchaser lease out the said Apartment or Hire the maid/servant, the Purchaser shall get the verification of them from the local police authority and copy of the same shall be submitted with the Vendor / Residential Welfare Association / nominee of the Vendor.
- xii. In case Purchaser Lease out the said Apartment, he is required to submit all details of the tenants to the Vendor. The Purchaser shall be responsible for all acts of omission and commission of his tenant. The Vendor or nominee of Vendor can object to renting out the said Apartment to persons of objectionable profile.
- The Purchaser shall, at all times duly perform, observe & abide all the covenants terms and conditions which are executed between Purchaser & Vendor to the said Apartment and the contents of the same are part and parcel of the present deed and the same are not being repeated herein for the sake of brevity.
- 32) After the present deed the Purchaser shall not have the right to assign & transfer / sale of his right, title or interest in the flat without the NO OBJECTION CERTIFICATE taken from the Vendor / its nominated agency or Residential Welfare Association.
- All or any disputes arising out or touching upon or in relation to the terms of deeds including the interpretation and validity of the terms thereof and the respective rights of obligation of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 (Act No. 3 of 2016) or any statutory amendments/modification thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Dehradun by a Sole Arbitrator mutually appointed by the Vendor and the For THE SOLITARY

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Purchaser. Courts at Dehradun alone shall have the jurisdiction in all matters arising out of / touching or / cancelling this deed and / or Buyer Seller Agreement regardless of the place of execution of the application which is deemed to be at Dehradun.

DETAILS FOR THE SUB-REGISTRAR OFFICE

- (i) That the property hereby sold is situated on the main East Canal Road, which is more than 15 meters wide.
- (ii) That structure constructed is of Flat category and is newly constructed.
- (iii) That the property hereby sold is situated within the Nagar Nigam limits and the provisions of the Uttarakhand (U.P.) Zamindari Abolition and Land Reforms Act, 1956 are not being violated.
- (iv) The valuation of Super Area of the said apartment admeasuring 171.26 sq. meters as per circle rate @ Rs.46,000/- per sq. meter (Base Rate Rs.40,000/- sq. meter + 15 %) comes to Rs.78,77,960/- or say Rs.78,78,000/- whereas the property is sold for a sale consideration of Rs.80,00,000/-, Thus a stamp duty of Rs.3,68,750/- is payable as per rules, as the Purchaser is a woman entitled to rebate in stamp duty, which is being availed by her for the first time for purchase of immovable property in Uttarakhand, an additional stamp duty of Rs.210/- is payable for consent, thus a total stamp duty of Rs.3,68,960/- is payable however a stamp duty of Rs.3,69,000/- is being paid with this instrument, vide e-Stamp certificate no. IN- UK08165317950270T dt.18.01.2021.

SCHEDULE

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, bounded as under:-

North :

Open Area

South:

Open Aera

East :

Apartment No.02

West:

Open Area

(Clearly shown in the Annexed map)

IN WITNESS WHEREOF the Vendor and the Purchaser have signed and executed this deed on the day, month and year first above written, in presence of the witnesses.

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FINGER PRINTS OF THE PARTIES IN COMPLIANCE WITH SECTION 32-A OF THE REGISTRATION ACT

Name and Address of the Vendor: (1) Shri MANJEET JOHAR son of Late Shri S.S. Johar resident of 104/38, Dehradun Road, Rishikesh, Dehradun acting for self and 104/38, Dehradun Road, Rishikesh, Dehradun acting for self and 104/38, Dehradun Road, Rishikesh, Dehradun, (3) Smt. MEENA JOHAR wife of Shri Manjeet Johar resident of 104/38, Dehradun Road, Rishikesh, Dehradun, (4) Smt. MANSI KAPOOR (maiden name Mansi Johar) wife of Shri Nitin Kapoor daughter of Shri Manjeet Johar resident of 104/38, Dehradun Road, Rishikesh, Dehradun, (5) Shri DAVINDER MAGGO son of Shri P.L. Maggo resident of 12/1, Punjabi Bagh Extn., New Delhi acting through lawful attorney SHRI SANDEEP BADOLA son of Shri Shrivilas Badola resident of Sainik Colony, Raiwala, Dehradun and (6) M/s ADHIRAJ ASSOCIATES, a partnership firm having its office at 35-A, Curzon Road, Dehradun acting through its lawful attorney Shri Manjeet Johar son of Late Shri S.S. Johar resident of 104/38, Dehradun Road, Rishikesh, Dehradun

Left and Right Hand Finger Prints (Shri Manjeet Johar)

Thumb	Index	Middle	Ring	Little
	A.A.P. 480			100
			734	4500
Commercial			Service .	

SIGNATURE OF VENDOR NO.1 FOR SELF AND AS ATTORNEY FOR VENDOR NOS.2 TO 4 & 6

Left and Right Hand Finger Prints (Shri Sandeep Badola)

Thumb	Index	Middle	Ring	Little
Marie States				

SIGNATURE OF VENDOR NO.5
THROUGH ATTORNEY

FOR THE SOLITABLE REGIDENCY

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(Door)

Name and Address of the Purchaser:

Smt. KALPANA PANDEY wife of Shri Ashish Pandey daughter of Shri Arjun Prasad Pandey resident of House No. A-2397, IDPL, Virbhadra, Rishikesh, District Dehradun

Left and Right Hand Finger Prints

Thumb	Index	<u>Middle</u>	Ring	Little

SIGNATURE OF PURCHASER

WITNESSES:

1. Ms. Babita Sharma

Advocate

Court Compound,

Vikas Nagar, Dehradun

(Reg. No.UA-98/2007)

2.

Shri Arrup Singh (8 \ s/o Shri Madan Lal 142, Purva Deen Dayal,

Roorkee, Haridwar

(Adhaar No.9027 6346 1308)

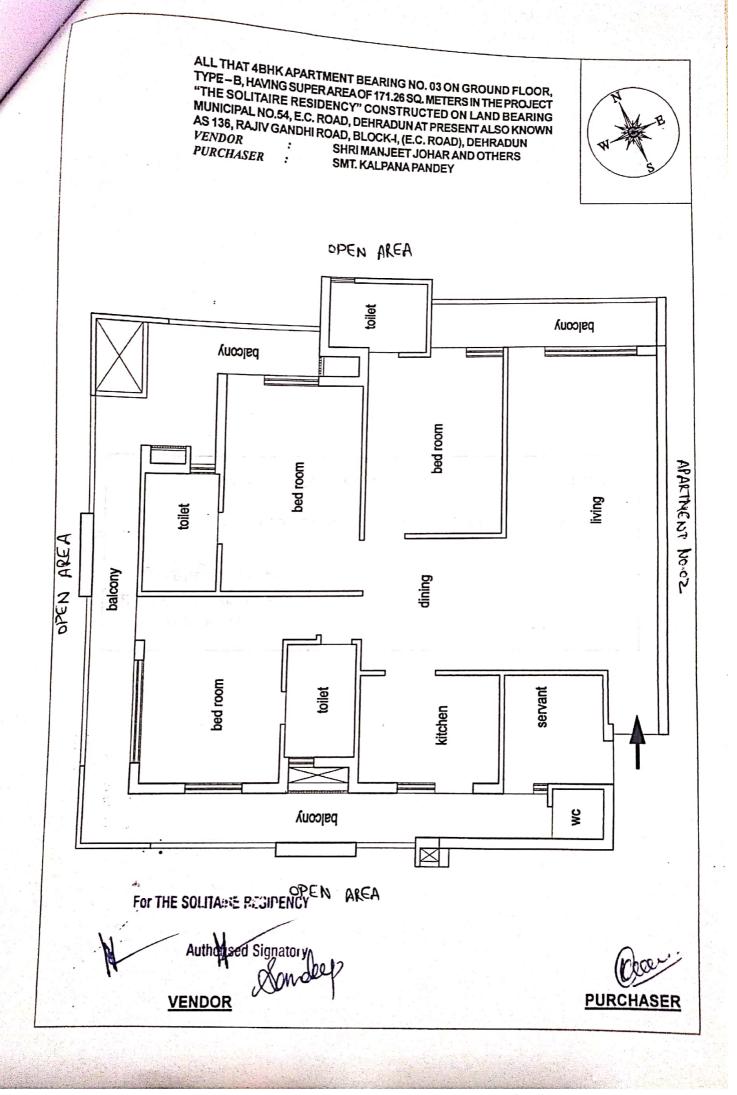
Drafted by me on the basis of instructions provided and documents produced by the parties, typed in my chamber and both the parties have identified each other to their satisfaction. Shri Mannohan Singh, Advocate.

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बही संख्या 1 जिल्द 4,089 के पृष्ठ 217 से 262 पर क्रमाक 690 पर आज दिनांक 18 Jan 2021 को रजिस्ट्रीकरण किया गया।

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