

CONVEYANCE DEED

THIS CONVEYANCE DEED IS MADE on this ----- of----- 2024 at DEHRADUN
BY

----- (Name/ Address), officer appointed/ authorised by the UTTARAKHAND REAL ESTATE REGULATORY AUTHORITY, DEHRADUN, 5th Floor, Rajiv Gandhi Complex, Dispensary Road, Dehradun in exercise of powers vested in the UTTARAKHAND REAL ESTATE REGULATORY AUTHORITY UNDER SECTION 81 of the Real Estate (Regulation & Development) Act 2016 for execution of the CONVEYANCE DEED hereinafter called **Authorised Officer, UKRERA Dehradun.**

ON BEHALF OF

1-M/S Pushpanjali Realms & Infratech Ltd. a company incorporated under the provision of the Companies Act 1956 having its registered office at Nath House, Devpura, Haridwar through its directors 1. Sh Deepak Mittal s/o ____ r/o _____, 2. Shri Rajpal Walia S/o Shri Chuttan Lal Ji, R/o 48/B, Race Course, Dehradun. 3. Shri Sudhir Prakash Kukreti S/o Late Shri Pandit Mukand Lal Kukreti R/o 104/28, Dehradun Road, Rishikesh, AND 4. Shri Deep Prakash Kukreti S/o Late Shri Pandit Mukand Lal Kukreti R/o 104/28, Dehradun Road, Rishikesh through his power of attorney holder Shri Sudhir Prakash Kukreti S/o Late Shri Pandit Mukand Lal Kukreti R/o 104/28, Dehradun Road, Rishikesh [PAN: AAHCP2706Q (M/s Pushpanjali)], [PAN: AAQPW5089B Rajpal Walia] [PAN: ADCPK2201N (Shri. Sudhir Prakash Kukreti)] (hereinafter called the "SELLERS/VENDORS") collectively called the VENDORS / SELLERS (which expression shall, unless and otherwise repugnant to the context and meaning made herein, include its successors-in-office, assigns, representatives, attorneys, etc.) of the FIRST PART.

IN FAVOUR OF

Brigadier Nitin Negi s/o Late Colonel Balbir Singh Negi presently Group Commander NCC, r/o House No 3, Officers Colony, NCC Nagar, Near Paltan Bazar, Dibrugarh, Assam PIN-786005 in respect of Flat No 501, Tower-2, Eminent Heights, 11 Balbir Road,-248001 [PAN No.ACRPN7579C] hereinafter called the "BUYER/VENDEE") of the other part.

[Brig Nitin Negi]
Buyer/ Vendee

WHEREAS Shri Gangadhar Tariyal S/o Shri Thakur Bahadur Singh acquired land bearing Khasra No. 300 Min and 301 Min measuring 11 Bighas and 5 Bishwas from Lt. Col. Shamsheer Bahadur Singh by virtue of CONVEYANCE DEED dated 21-08-1941, which is duly registered in the office of Sub-Registrar Dehradun in Book No. 1, Vol. 273, Pages 288 to 292, as document No. 744, on 25-08-1941.

AND WHEREAS Shri Gangadhar Tariyal S/o Shri Thakur Bahadur Singh further acquired land bearing Khasra No. 302 area measuring 6 Bighas and 8 Bishwas and 5 Bishwas from Col. Kunwar Shamsher Bahdur Singh by virtue of CONVEYANCE DEED dated 05-12-1944, which is duly registered in the office of Sub-Registrar Dehradun in Book No. 1, Vol. 304, Pages 153 to 156, as document No. 1059, on 23-12-1944.

AND WHEREAS Shri Gangadhar Tariyal S/o Shri Thakur Bahadur Singh sold part of his property bearing Khasra No. 301 Min (301/3) area measuring 0.48 acre to Shri Sudhir Prakash Kukreti S/o Late Pt. Mukand Lal Kukreti vide CONVEYANCE DEED dated 13-10-1970, which is duly registered in the office of Sub-Registrar Dehradun in Book No. 1, Vol. 998, Pages 377 to 383 Addl. File Book No. 1 Vol. 1002 Pages 17 to 18, as document No. 5320/5321 with original No. 5319, on 21-10-1970.

AND WHEREAS Shri Gangadhar Tariyal S/o Shri Thakur Bahadur Singh further sold part of his said property bearing Khasra No. 300/1 area measuring 0.45 acre and Khasra No. 301/1 area measuring 0.11 acre total area measuring 0.56 acre to Shri Deep Prakash Kukreti S/o Late Pt. Mukand Lal Kukreti vide CONVEYANCE DEED dated 13/07/1970, which is duly registered in the office of Sub-Registrar Dehradun in Book No. 1, Vol. 990, Pages 26 to 43, Addl. File Book No. 1 Vol. 993 Pages 181 to 182, as document No. 4279 with original No. 4278, on 21-08-1970.

AND WHEREAS Dr. Deep Kukreti S/o Late Shri Mukand Lal Kukreti executed a general power of attorney in favour of his brother Shri Sudhir Kumar Kukreti S/o Shri Mukand Lal Kukreti on 24-05-1989, which is duly registered in the office of Sub-Registrar Dehradun in Book No. 4, Vol. 477, Page 24, Addl. File Book No. 4, Vol. 497 Pages 135 to 142, as Document No. 570, on 25-05-1989. That the said power of attorney has come to be revoked and a new power of attorney by Dr. Deep Kukreti has been executed in favour of his brother Shri Sudhir Kukreti on 06-12-2017 which is duly registered in the office of the sub-registrar Dehradun in Book No. 4, Vol. 555, Page 13 to 28 at S. No. 420 on 06-12-2017 which is still valid and enforceable as the executant is alive and the power of attorney has not been revoked till today.

AND WHEREAS Shri Sudhir Prakash Kukreti & Shri Deep Prakash Kukreti both sons of Late Pt. Mukand Lal Kukreti and M/s Pushpanjali Realms & Infratech Pvt. Ltd. through its director Shri Deepak Mittal S/o Shri Ashwani Kumar Mittal jointly executed a joint venture agreement dated 27-10-2015 executed on 17-12-2015, for the development of the group Housing Project in the name & style of Eminent Heights. That Shri Deep Prakash Kukreti & Shri Sudhir Kukreti have read and understood the said agreement and its contents and the liabilities of are limited to the land aspects of the said agreement only and they are legally liable towards the land aspect of the project.

AND WHEREAS Smt. Kanta Jain W/o Shri N. K. Jain was the owner in possession of all that property bearing Municipal No. 11 (New No. 88/79), Balbir Road, Dehradun area measuring 1510.87 Sq. Mtrs.

AND WHEREAS Smt. Kanta Jain W/o Shri N. K. Jain acting through her general power of attorney holder Shri N. K. Jain sold her said property measuring 1510.87 Sq. mtrs. to Smt Lajjawati Devi W/o Shri Gangadhar Tariyal vide CONVEYANCE DEED dated 04-11- 1965, which is duly registered in the office of Sub-Registrar Dehradun in Book No. 1, Vol. 761, Pages 189 to 190, as document No. 649, on 25-03-1966.

AND WHEREAS Smt. Lajjawati Devi W/o Shri Gangadhar Tariyal during her lifetime executed a will in respect to her said property in favour of her son Shri Rajendra Singh Tariyal S/o Shri G. D. S. Tariyal on 09-03-1990, which is duly registered in the office of Sub-Registrar Dehradun in Book No. 3, Vol. 5, Pages 49 to 54, as Document No. 167, on 09-03-1990, the said property devolved upon Shri Rajendra Singh Tariyal after demise of Smt. Lajjawati Devi.

AND WHEREAS Shri Rajendra Singh Tariyal S/o Shri G. D. S. Tariyal sold his said property measuring 1510.87 Mtrs. to 1. Shri Charanjit Mutneja S/o Shri Madan Lal Mutneja, 2. Smt. Meenakshi Mutneja W/o Shri Charanjit Mutneja, 3. Shri Manjeet Johar S/o Late Shri S. S. Johar, and 4. Smt. Meena Johar W/o Shri Manjeet Johar vide CONVEYANCE DEED 10-02-2003, which is duly registered in the office of Sub-Registrar Dehradun in Book No. 1, Vol. 963, Page 319 Addl. File Book No. 1, Vol. 1277 Pages 891 to 904, as document No. 794, on 10-02-2003.

AND WHEREAS 1. Shri Manjeet Johar S/o Late Shri S. S. Johar and 2. Smt. Meena Johar W/o Shri Manjeet Johar jointly sold their undivided and undefined share in the said property which comes to 755.435 Sq. Mtrs. to 1. Shri Charanjit Mutneja S/o Shri Madan Lal Mutneja and 2. Smt. Meenakshi Mutneja W/o Shri Charanjit Mutneja vide CONVEYANCE DEED dated 31-10-2005, which is duly registered in the office of Sub- Registrar Dehradun in Book No. 1, Vol. 1547, Page 118 Addl. File Book No. 1 Vol. 1569 Pages 563 to 576, as document No. 1299, on 23-02-2006.

AND WHEREAS Shri Charanjit Mutneja S/o Shri Madan Lal Mutneja and Smt. Meenakshi Mutneja W/o Shri Charanjit Mutneja jointly sold their said property measuring 1510.87 Sq. Mtrs. to M/s Virtual Retail Pvt. Ltd. through its director Smt. Megha Arora W/o Shri Vikram Aggarwal vide CONVEYANCE DEED dated 18-06-2013, which is duly registered in the office of Sub-Registrar Dehradun in Book No. 1, Vol. 4939, Pages 149 to 166, as document No. 6515, on 18-07-2013.

AND WHEREAS M/s Virtual Retail Pvt. Ltd. through its director Shri Vikram Aggarwal S/o Shri Mahender Kumar sold its said plot measuring 1510.87 Sq. Mtrs. to M/s Pushpanjali Realms & Infratech Pvt. Ltd. through its authorized signatory Shri Hari Krishan Joshi S/o Shri J. R. Joshi vide SALE DEED dated 18-06-2015, which is duly registered in the office of the Sub-Registrar Dehradun in Book No. 1, Vol. 5871, Pages 147 to 166, as document No. 2318, on 18-06-2015.

AND WHEREAS the Vendor/seller has developed the land measuring 5729.24 Sq. Mts. and constructed the said group housing project at its own cost and expenses after procuring the requisite permission, sanction and approvals for

development, construction and completions of the said group housing building on the total land.

After acquisition of land stated herein above, the Vendors, seized and possessed of or otherwise well and sufficiently entitled to the Said Land, applied to Mussoorie Dehradun Development Authority (MDDA) for sanction of building plans for construction of a Group Housing Residential Project (hereinafter referred to as the said project') on the Said Land, which was sanctioned by MDDA, vide order dated 14-07-2017 passed in map file no. SR-0494/16-17. Thereafter, the Project under the name and style of "EMINENT HEIGHTS" (herein after the project) on the said land was constructed by Buyer/ Vendee as per the collaboration/ joint venture agreement in accordance with the sanctioned plans, comprising of residential units (of different sizes) therein and other common services and facilities being part of the Project.

WHEREAS, the Vendors/ Sellers have constructed the residential apartment at Tower 3, Flat No 501, Eminent Heights at 11 Balbir Road Dehradun more fully and specifically described in the SCHEDULE hereunder written and hereinafter referred to as the SAID PROPERTY,

AND WHEREAS, the **FIRST PARTY** failed to complete and hand over possession of the SAID PROPERTY the **SECOND PARTY** preferred a complaint 154/2020 Titled Brigadier Nitin Negi Vs Pushpanjali Realms Pvt Ltd & Ors before the Real Estate Regulatory Authority Dehradun (hereinafter RERA Dehradun) which in consideration of the facts and circumstances in the said project and the non appearance of the **FIRST PARTY**, through an ex-parte orders dated 18.07.2023 directed the handing over of possession and transfer of title to the **SECOND PARTY** .

AND WHEREAS, the **SECOND PARTY** acting upon the aforesaid orders, after having obtained peaceful possession tried to contact the **FIRST PARTY** for obtaining occupation certificate and transfer of Title of the SAID PROPERTY; and, upon failing to secure a sale deed/ conveyance deed in respect of the said property approached the RERA Dehradun who after serving due Notice for appearance to the **FIRST PARTY** for transfer of title to the **SECOND PARTY** have vide orders dated____ decided to proceed further with the conveyance deed by an officer authorized by RERA Dehradun (hereinafter **Authorized Officer RERA**) and in pursuance of which the draft of the instant conveyance deed was served upon the **FIRST PARTY**, Till _____2024, none of whom have made any representation before this Authority.

AND WHEREAS, the **FIRST PARTY** having been duly notified failed to appear before the Real Estate Regulatory Authority Dehradun on several occasions the RERA Dehradun in exercise of the powers conferred under the provisions of Section 81 have appointed _____as the authorized officer to execute the conveyance deed on behalf of the **FIRST PARTY** who have conceived the Project Project being the absolute owners and possession of the aforesaid property wherein their predecessors, heirs, successors, family members or any other person whosoever have no right, title or interest and as such the Vendors are fully competent and have full and unfettered power to transfer/sell/lease/mortgage the said property and otherwise to execute this Deed of Conveyance.

AND WHEREAS the Vendors have represented to the Buyer/ Vendee as follows :-

- a) THAT the Vendors are the absolute owners of the said property free from all encumbrances, liens, mortgages, charges, attachments, lis-pendens, debottars, trusts whatsoever.
- b) THAT the Vendors are the absolute owners of the said property and except them no one has any right title and interest of any kind whatsoever to the said property.
- c) THAT the title of the Vendors to the said property is free from all encumbrances, charges, liens, lis-pendens, attachments, mortgages, trusts, debottars, acquisition whatsoever.
- d) THAT the said property is not affected by any acquisition or proposed acquisition nor affected by any proposed, published/sanctioned Scheme of Road alignment of the Govt. or any other public body or authorities.
- e) THAT the said property is not subject to any notice of acquisition or requisition or road alignment scheme nor the same is subject to any attachment under the Public Demands Recovery Act or under any other law for the time being in force.
- f) THAT the said property is not subject to any notice of acquisition or requisition nor affected by the Urban Land (Ceiling And Regulation) Act, 1976 nor the same is subject to attachment under the Public Demands Recovery Act or under any other law for the time being in force.
- g) THAT the Vendors are legally competent to convey, sell and transfer the said property.

AND WHEREAS the Buyer/ Vendee, relying upon the aforesaid representations of the Vendors, has agreed to purchase the All that Apartment No. T-3 - 501 (One BHK) (Without rooftop right) having super area of 667 Sq. Ft. Or 61.96 Sq. Mtrs. which is approved by M.D.D.A. in the name of the vendors/sellers forming part of land bearing Khasra No. 301/3, Khasra No. 300/1 & Khasra No. 301/1 along with undivided and impartable proportionate share in the common areas and land underneath and facilities along with all rights and easements necessary for the enjoyment of the said Apartment and the proportionate share in the common areas of the Said Building including all easementary rights attached thereto, on the terms and conditions contained herein. (hereinafter referred to as 'the said property') at or for a consideration of Rs 39,42162/- Rs thirty nine lakhs forty two thousand one hundred and sixty two only; free from all encumbrances, charges, liens, lis-pendens, attachments, trusts, acquisition or requisition whatsoever.

IN PURSUANCE OF THE ORDERS OF EXECUTION in Execution Suit No 60/2023 Titled Brigadier Nitin Negi Vs Puspanjali Realms and Infratech Pvt Ltd

NOW THIS DEED WITNESSETH that pursuant to the said agreement and In consideration of the sum of Rs 39,42,162/- (Rs thirty nine lakhs forty two thousand one hundred and sixty two only) having been paid by the Buyer/ Vendee to the Vendor as earnest, and a sum of **Rs 1,83,195/- (Rupees One Lacs Eighty Three Thousand One Hundred and Ninety Five only)** as ancillary charges on account of Interest Free Maintenance Security, Electricity Connection and **on 28 Nov 2023** with no outstanding dues towards the Vendors / Sellers on the execution; it is

incumbent upon the Authorised Officer to proceed with the instant conveyance deed on behalf of the Vendor/ Seller, hereby convey or transfer by way of sale, the said property thereon together with the benefit of all privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and the proportionate and undivided share or any part thereof belonging or in anywise appertaining thereto and all the other estate, right, title and Interest of the vendor whatsoever at law or otherwise to the said property land and other premises hereby conveyed TO HAVE AND TO HOLD the same and the other premises hereby conveyed unto and to the use of the buyer/ vendee forever and absolutely subject to the payment of all rents, rates, taxes, assessment dues and duties now-on chargeable and payable and t at may become chargeable and payable from time to time hereafter in respect of the said land and premises hereby conveyed to the Government or the Municipal Corporation or Council) or any other local or public authority.

NOW, THEREFORE, THIS CONVEYANCE DEED WITNESSETH AS FOLLOWS:

1. In consideration of the amount of Rs. 39,42,162/- (Rs thirty nine lakhs forty two thousand one hundred and sixty two only) paid by the Vendee/Buyer/ Vendee(s) to the Vendor(s)/seller(s) party in the manner details of which are at **Schedule 3.** and the receipt whereof the Vendors/sellers remain unrefuted, and the Vendee/Buyer/ Vendee(s) agreeing to observe and perform the terms and conditions herein, referred in the recitals hereinabove, and as such by way of this Conveyance Deed, the Vendors doth hereby sell, convey and transfer the Said Apartment, more particularly described in Schedule-1 hereunder written, and for greater clearness has been delineated on the plan attached thereto, together with the undivided and impartable proportionate share in the land in the Project in the common areas of the Said Building and along with all rights and easements necessary for the enjoyment of the said apartment, subject to the exceptions, reservation, covenants, stipulations and conditions hereinafter contained.
2. The vacant and peaceful possession of the Said property has been delivered to the Vendee(s) in compliance of the Orders dated 18.07.2023 passed by RERA Dehradun in Case No 154/2020 titled Brigadier Nitin Negi Vs Pushpanjali Realms and Infratech Pvt Ltd simultaneously with the signing and execution of this Conveyance Deed, and the Vendee confirms having satisfied himself/herself/themselves as to the area of the Said Apartment, quantity and extent of construction and the specifications in relation thereto and the Vendee(s) agrees not to raise any dispute at any time in future thereafter. The Vendee(s) understands and confirms that the Said Apartment allotted to him/her/them is an apartment which may differ from other apartments to the extent of construction and specifications in the said project and having understood the same and satisfied in all respects, the Vendee(s) has taken the possession of the said property on 'As Is; basis'.
3. Project is RERA registered having RERA registration No. UKREP0917-000010.
4. That the Property hereby sold is measuring 667sq. ft. or 61.9 Sq. Mtrs. And according to the prevalent circle rate @ Rs.-----/- per sq. mtrs., the value of property comes to -----/- X 228.91 = Rs. -----/-, since the property is

situated on 12 meter wide road, therefore after appreciation of 10%, the value of plot comes to Rs.-----/- say -----/-. That since the sale consideration is Rs. 39,42162/- (Rs thirty nine lakhs forty two thousand one hundred and sixty two only /-) hence for the purpose of calculating the stamp duty the sale consideration will be considered. Thus, the stamp duty is calculated as Rs. -----/-.

5. 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, mumty, lift room, etc. and other common areas and facilities in the Project.
6. An Interest Free maintenance security (IFMS), toward security for promptly paying the maintenance bills and other charges, shall be payable by the Vendee(s) to the developer/consenting party or the agency appointed by the developer. The amount to be deposited as IFMS will be intimated to the Vendee(s) by the Vendor(s) and can be revised from time to time. The Vendee(s) agrees to make timely payments of the maintenance charges as per terms of the maintenance agreement as per the bills raised for the same. The Vendee(s) is liable to pay monthly/quarterly / yearly maintenance charges as demanded by the vendor(s)/ or its appointed Maintenance Agency as per the maintenance agreement.
7. That the buyer/ vendee has inspected the apartment and is fully satisfied with the area/facing/parking sold /allotted to him however the buyer/ vendee retains the right to be compensated with the deficiency in Structural and material related issues that may emerge with passage of time.
8. Except for the Said property transferred herein along with all common easement rights attached therewith, including common areas and facilities of the Said apartment as mentioned in Schedule-2, all adjoining areas including unreserved open and covered parking spaces and facilities therein, storage areas etc., the entire un-allotted/unsold areas of the Said Project, shall be managed and maintained by the maintenance agency appointed by the Vendor/RWA who shall be the sole authority and the same shall always deemed to be in possession of the Vendor(s)/RWA.

II AND THE VENDOR HEREBY COVENANTS WITH THE BUYER/ VENDEE AS FOLLOWS

9. That the Vendor has in himself good right and full power to transfer the said property thereon (excluding the ground floor flat as aforesaid) In the manner aforesaid.
10. The Buyer/ Vendee may from time to time and at all times hereafter peaceably and quietly enter upon and exclusively occupy or possess and enjoy the said premises conveyed to him as aforesaid with the appurtenances and receive the rents, income and profits thereof if any for his own use and benefit without any suit lawful eviction or interruption, claim or demand whatsoever from or by the Vendor or his heirs, executors, administrators or assigns or by Any person or persons claiming or to claim from or in trust for them, or any of them.

11. The Buyer/ Vendee shall hold the said land and other premises hereby conveyed freely and clearly and absolutely exonerated and forever released or discharged or otherwise by the Vendor and well and sufficiently saved, defended kept harmless and Indemnified of, from or against all former and other estates, title, charges or encumbrances whatsoever made occasioned or suffered by the Vendor or by any other person or persons by, from, under, or, in trust for him.
12. The Vendor and all persons having or claiming any estate, right, title or Interest in the said land and premises hereby transferred by, from under or in trust for the Vendor or his heirs, executors administrators or assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Buyer/ Vendee do and execute or, cause to be done and executed all such further and other lawful acts. deeds and things In the law whatsoever for the better and more perfectly and absolutely granting the said land and premises unto and to the use of the Buyer/ Vendee in manner aforesaid as by the Buyer/ Vendee, his heirs/ executors or administrators or assigns shall be reasonably required.
13. The Said Apartment is free from all sorts of encumbrances, liens and charges etc. except those created at the request of the Vendee(s) himself/ herself/ themselves to facilitate his/ her/ their loan for purchase of the Said Apartment.
14. The Vendor(s) hereby agrees to keep the Vendee(s) indemnified from all the losses, costs, expenses, damages, if any, sustained by the Vendee(s) on account of any defect in title of the Vendor(s) or from any third-party claim or if the Vendee(s) is deprived from part or whole of the schedule property.
15. The Vendor(s) hereby assures the Vendee(s) that all taxes and levies on the Schedule property have been paid up to date, and arrears till the date of THIS CONVEYANCE deed, if any, shall be duly paid by the Vendor(s) while future taxes in respect of the Schedule property shall be paid by the Vendee(s).
16. That the vendor(s) shall be entitled to sell/lease out area specifically earmarked for commercial usage by the authority, which is not the part of the sold Unit and the vendor(s)/ proposed buyer/ vendees will acquire ownership title in accordance with law.
17. The vendor(s) has provided power back-up system for areas/facilities only. The Vendee(s) shall be liable to pay regularly and timely the charges towards electricity consumed by the Vendee(s) through the power supply and maintenance charges, at such rates, taxes, levies, service charges etc., as determined by the vendor(s)/Maintenance Agency.
18. The Vendor will have no right or claim to the said land on which the said building stands or any part thereof and in the event of the complete destruction of the building by fire or earthquake or any other calamity. The Vendor will have no right or claim thereto.
19. The Said Building along with lifts, pump houses, generator etc. may be got insured against fire, earth-quake and civil commotion at the expenses of the Vendee(s) by the vendor(s)/ Maintenance Agency provided all the occupiers of the apartments pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The

Vendee(s) shall not do or permit to be done any act, which may render void or avoidable any insurance or cause increased premium.

20. The Vendee(s) may get insurance of the contents lying in the Said Apartment at his/her/their own cost and expenses. The Vendee(s) shall not keep and hazardous, explosive, inflammable material in the Said Apartment of any party thereof. The Vendee(s) shall always keep the Vendor of Maintenance Agency or RWA harmless and indemnified for any loss and/or damages in respect thereof.
21. The Vendee(s) will allow the vendor(s) and/or Maintenance Agency, its servants and agents with or without workmen and others at all reasonable times to enter into and upon and have full access the Said Apartment or any part thereof for the purpose of making, repairing, maintaining, cleaning, lighting and keeping in order, good condition and services, or serving or used for the said property/ building or the Project for the periodic inspection, maintenance and repair of service conduits and the structure.
22. The Vendee(s) shall not carry on or permit to be carried on, in the Said Apartment any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done therein any act or thing whatsoever which in opinion of the vendor(s)/RWA may be a nuisance, annoyance of disturbance to the other owners/ occupants of the Said Project and persons living in the neighbourhood.
23. The Buyer / Vendee has entered into a ***maintenance agreement*** with the maintenance agency nominated/appointed by the **Vendor(s)** (hereinafter referred to as the 'Maintenance Agency') for the maintenance and upkeep of the Said Project and *shall obtain no objection certificate as regards to clearance/payment of outstanding maintenance charges payable by the Vendee(s) from the Vendor(s) or the Residents Association/Maintenance Agency concerned with maintenance of common areas, facilities and services, as the case may be in case of transfer sale or gift.*
24. The Vendee(s) shall from time to time and at all times pay all existing or to exist in future rents, taxes (municipal tax, property tax, water tax, sewerage tax, other annual taxes), charges, levies, impositions and assessments of every description which are now or may at any time hereafter be assessed, charged or imposed upon the Said Apartment hereby transferred on pro-rata basis. All taxes or charges, present or future, on the Said Land, Said Property or the Said Apartment levied by any authority from the date of POSSESSION shall be borne and paid by the Vendee(s) on pro-rata basis. However, THAT the Vendors shall be liable to pay all Municipal rates and taxes, levies, imposition, outgoings and other interest, charges, penalties payable in respect of the said property pertaining to the period up to this date and shall save and keep the Buyer/ Vendee harmless, indemnified of, from and against such claims, demands and proceedings that may be suffered by the Buyer/ Vendee because of the non-payment or delay in payment thereof.
25. The vendor(s) reserves the right to entrust the job of maintenance and upkeep of the open areas, common areas facilities of the Said Property to any agency they deem fit with the consent of RWA.

26. In-case the Vendee(s) has availed of a loan facility from his employer or financing bodies to facilitate the purchase of the Said Apartment, then in that case
 - a. The terms of the financing agency shall exclusively be binding and applicable upon the Vendee(s) only,
 - b. The Vendee(s) shall alone be responsible for repayment of dues of the financial institution /agency along with interest / penalty accrued thereon or any default in re-payment thereof.
27. It shall be incumbent on each Vendee(s) to form and join an Association comprising of the vendee(s) for the purpose of management and maintenance of the Said Project. Only common services for the purpose of management and maintenance of the Said Project shall be transferred to the Association, Facilities like parking, shopping, storage, spaces, parks, etc. and shall be managed and maintained by the maintenance agency appointed by the vendor(s) who shall be the sole authority. The vendor(s) can part with the possession of the same to any Individual or association or maintenance agency as they deem fit.
28. The vendee(s) understands that the vendor(s)/ authority empowered on its behalf to have all the rights and full authority to hand over the maintenance services to any of its nominated agency as it may decide at its sole discretion. Further in order to secure due performance of vendee's obligation for maintaining the Project Area, the vendee has deposited interest free maintenance security with the Buyers Welfare Association as per the maintenance agreement that is independent of the instant Conveyance Deed.
29. The RWA may terminate the maintenance agency's contract to maintain the said building by passing a resolution signed by a 2/3rd (two thirds) majority from the set of owners of units in the said building. The maintenance agency shall leave charge of all its roles/offices within three months of the date of receiving the termination letter along with the signed resolution from the RWA.
30. That the stamp duty and registration charges are being paid by the buyer/ Vendee.
31. The Vendee has satisfied himself about the interest and the title of the vendor(s) in the Said Land on which the Said Property is located as part of a Eminent Heights Project is constructed and understood
32. That the vendee(s) has inspected the apartment and is satisfied with the area/ facing/parking sold / allotted to him along with quality of construction / material used in construction as it appears to naked eye and reserves his right to be compensated for inferior material and workmanship.
33. The buyer/ vendee is free to raise any objection to with respect to deficiency of structural construction, fitments; however, he shall not construction, development, repair, maintenance work or any type of improvement work related to the project as a whole.
34. The Vendee(s) has obtained exclusive possession of the covered area of the Said Apartment. In addition the Vendee(s) shall also have undivided proportionate share in the common areas and facilities within the Said Building. As such, the Vendee(s) shall use such common areas and facilities

within the Project harmoniously with other occupants and without causing any inconvenience or hindrance to them. Further the use of such common areas and facilities within the Project shall always be subject to timely payment of maintenance charges.

35. The Vendee(s) shall not cover, construct any structure or encroach upon the covered/open parking specifically earmarked for his/her/their use. It is so understood that the designated parking space shall always remain attached to the Said Apartment and shall in no case be dealt with in any manner in separation with the Said Agreement. Wherever, the Said Apartment is transferred in any manner, the same shall be inclusive of the transfer of the right to use the designated parking space simultaneously.
36. The Vendee(s) 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 by the Vendee(s) shall be liable to be removed at his/her/their cost by the vendor(s)/ RWA.
37. The Vendee(s) may undertake minor internal alterations in his/her/their apartment only with the prior written approval of the vendor(s)/Maintenance Agency. The Vendee(s) shall not be allowed to affect any of the following changes/alterations:
 - a. Changes, which may cause damages 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 Vendee(s) will get the same repaired failing which the cost of repair may be deducted from the Vendee's IFMS.
 - b. Changes that may affect the facade of the Said Apartment (e.g. changes in window, 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.
 - e. The Vendee(s) shall maintain at his/her/their own costs the Said Apartment including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in the same good condition, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, Rules and Regulations of the Government, or any other competent authorities and local bodies and shall be responsible for all deviations, violations of any of the conditions, rules or by-law and shall observe and perform all the terms and conditions.
38. The Buyer/ Vendee(s) shall be entitled to freely use the general common areas and facilities within the Said Project, which may be within or outside the footprint of the said Building earmarked for common use of all the occupants

of the Said Project, which may be within or outside the foot print of the Said Building such as community centre, parking spaces (except if specifically allotted), roads, parks, underground water tanks, electric substations, open areas, entrance, pump house, guard rooms, storage area etc. shall be managed and maintained by the maintenance agency appointed by the Vendor(s) who shall be the sole authority. The right of usage of the general common facilities is subject to the covenants herein.

39. The Vendee(s) 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 Vendee(s) and owners of the adjacent Apartment. Further, the Vendee(s) shall neither himself/herself/themselves do not permit anything to be done which may cause damage of any part of the adjacent apartment(s) etc.
40. The Vendee(s) shall not put up any name or sign board, neon-light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc. at the exterior facade of the Said Building or anywhere on the exterior or on common areas or on roads of the Said Apartment/Said Building.
41. That no further construction / modification is permissible to the Buyer(s) anywhere in the Flat including over the roof / terrace of the said Flat. The Vendee(s) shall strictly observe following points to ensure safety, durability and long-term maintenance of the building:
 - a. 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/ RWA.
 - b. No R.C.C. Structural member like column and beams should be hammered or punctured for any purpose.
 - c. 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.
 - d. No alterations will be allowed in elevation, even of temporary nature.
 - e. No electrical changes will be carried out and that too should be carried out by a licensed electrician.
 - f. The Vendee(s) shall not cover the balcony/terrace of the Said Apartment by any structure, whether permanent or temporary.
 - g. The Vendee(s) should make sure that all water drains in the Apartment (whether in terraces, balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked to allow stagnation of water.
 - h. The Vendee(s) shall park their vehicles as appropriate parking spaces as earmarked.
 - i. Renting out of the Apartments is carried out shall be under intimation to the RWA; and the provisions of Uttarakhand Rent Control Act shall be adhered to.

- j. The Vendee(s) Is not allowed to put the grills in the Said Apartment as per individual wish, only the designs approved by the Vendor/ RWA will be permitted for installation.
42. The Vendee(s) shall, at all times duly perform and observe all the covenants and conditions which are contained in this CONVEYANCE DEED and observe the same as applicable and pertaining to the Said Apartment.
 43. The Vendee(s) shall be entitled to sell, mortgage, lease, gift, exchange or otherwise alienate the Said Apartment hereby conveyed to any person(s) subject to the terms contained herein after obtaining a No Objection/ No due certificate from the vendor/ RWA.
 44. Whenever the title of the Vendee(s) in the Said Apartment is transferred in any manner whatsoever, the transferee(s) shall be bound by all covenants and conditions contained in this CONVEYANCE DEED and the Maintenance Agreement and he/ she/ they be answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Apartment.
 45. The Vendee(s) shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Said Building, as aforesaid, and the same shall always remain undivided and impartable and unidentified.
 46. The provisions of the Uttar Pradesh Apartment Act, 2003 as amended from time to time and the Uttar Pradesh Ownership of Flats Rules, 1984 and all other rules, regulations other and statutory laws, as adopted and wherever applicable to the State of Uttarakhand, will be observed and complied with. Further, the Said Project is situated within the limits of Nagar Nigam, as such the Municipal Rules & regulations are applicable to the Said Project.
 47. The Buyer/ Vendee is empowered to satisfy himself regarding all the legal obligations / pending documentation and (included but not limited to the provisions of RERA) to be completed by the vendor(s) / authorised representatives after the conveyance deed has been executed.
 48. Any dispute arising out of this CONVEYANCE DEED shall be adjudicated by way of arbitration. The arbitration proceedings shall be conducted under the aegis of RERA in the Jurisdiction of District Dehradun, failing which the parties are free to approach the court of appropriate jurisdiction.
 49. The courts of Dehradun shall have the exclusive jurisdiction to adjudicate and decide the dispute, if any, which may arise out of the connection with the present conveyance deed.
 50. If any provision of this agreement directly or indirectly violates or is in contradiction to an individual's fundamental, constitutional, legal, and human rights as per the law of the land or is against the law of the land, such provision shall be deemed deleted or amended to the extent necessary to remove the violation or contradiction while the remaining provisions of this agreement shall remain valid.

IN WITNESSES WHEREOF the parties have put their respective hands and seals on the day, month and year first above written.

SIGNATURE OF THE VENDORS	SIGNATURE OF THE BUYER/ VENDEE
WITNESSES :-	
1.	2.

SCHEDULE-1**SCHEDULE OF PROPERTY: APARTMENT NO. T-3 - 501**

All that Apartment bearing Apartment **No. T-3 - 501 (One BHK)** (Without roof right) having super area of **667 Sq. Ft. Or 61.9 Sq. Mtrs on Fifth Floor** in **Residential Tower No 3**, in **Project "EMINENT HEIGHTS"** at **Balbir Road**, which is approved by M.D.D.A. in the name of the vendors/sellers forming part of land bearing Khasra No. 301/3, Khasra No. 300/1 & Khasra No. 301/1 along with undivided and impart able proportionate share in the common areas and land underneath and facilities along with all rights and easements necessary for the enjoyment of the said Apartment and the proportionate share in the common areas of the Said Building including all easementary rights attached thereto, on the terms and conditions contained herein.

Boundaries:

North: _____

South: _____

East: _____

West: _____

SIGNATURE OF THE VENDORS	SIGNATURE OF THE BUYER/ VENDEE
WITNESSES :-	
1.	2.

SCHEDULE-2**SCHEDULE FOR COMMON AREAS AND FACILITIES**

- (i) The land on which the Tower 3 is located and all easements, rights and appurtenances belonging to the Said Land and the Said Building.
- (ii) The foundations, columns, girders, beams, supports, main walls, halls, common corridors, passages, lobbies, stairs, stair-way, refuge areas and entrances and exits of the Said Building;
- (iii) Parking space, road, and park.
- (iv) Installations of common services such as power, light and sewerage;
- (v) The elevators, tanks, pumps, motors, expressers, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors;
- (vi) Circulation area, service areas including but not limited to, machine room, maintenance offices/stores etc., architectural features, if provided and security/fire control rooms;

SIGNATURE OF THE VENDORS	SIGNATURE OF THE BUYER/ VENDEE
WITNESSES :-	
1.	2.

Schedule 3**RECEIPT AND MEMORANDUM OF CONSIDERATION**

Received from the within named Buyer/ Vendee the within mentioned sum of Rs 39,42162/- Rs thirty nine lakhs forty two thousand one hundred and sixty two only by way of Cheques, RTGS, etc. towards full and final payment of the total consideration, paid in the following manner: -

S no	Date	Bank	Details of Cheque	Amount in Rs	Remarks
1.	10.12.2014	SBI	47803	4,22,669/-	Incl 3.09% Service Tax
2.	05.01.2015	SBI	47804	4,22,669/-	
3.	20.01.2016	ICICI	730100	30,96,824/-	
Total				39,42,162/-	
4.	28.11.2023	SBI	UA0573614230MO AIRFCKE3	1,83,195/-	Common Area Shortfall, IFMS and electricity meter/ power backup charges
Grand Total (incl 3.09% Service Tax)				41,25,357/-	

TOTAL PAYMENT PAID RS 41,25,357/- Forty One Lakhs twenty five thousand three hundred and fifty seven only.

SIGNATURE OF THE VENDORS	SIGNATURE OF THE BUYER/ VENDEE
WITNESSES :-	
1.	2.