

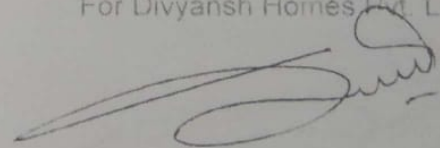
12

14. That the Vendee and / or their Allottees/Flat Buyers/Subsequent Transferees/RWA shall also be liable to pay to the Vendor (or its nominee/agency as appointed by the Vendor) Township Maintenance Charges as may be determined by the Vendor for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such like series and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the Vendee to incorporate this clause in the Allotment Letters, Agreements to Sell/Flat buyer Agreements and Sale Deeds etc. to be executed by the Vendee in favour of their Allottees/Flat Buyers/Subsequent transferees etc. The said township maintenance charges will be 20% of the prevailing maintenance charges of the flat/ apartment of the said site or as per the prevailing rates for the township maintenance.
15. That the services for effluent drainage from STP and single point electrical load connection shall be provided up to the one common point at boundary of the Plot GH-02 by the Vendor. These services will be completed at least six months before completion of construction of any of its tower by the Vendee and the Vendee shall be responsible for the distribution of the services mentioned above inside the boundary of said Site/Land at its own cost.
16. That the Vendor will provide uninterrupted connectivity to all the inhabitants of the said site/land (on 24 meters wide road at all times and the Vendee and its subsequent transferee(s) will also be allowed to use all the common facilities and other services of the entire H block and other blocks of the township without any hindrance from the Vendor.

For SMV Agency Pvt. Ltd.

Authorised Signatory

For Divyansh Homes Pvt. Ltd.



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17. It is recorded the Vendor has this day delivered the actual physical vacant possessions of the said Site/Land to the Vendee.
18. That the parking shall be provided by the Vendee to their Allottees/Flat Buyers as per the plans sanctioned by the GDA in basement/stilt of the building to be constructed at the said Site/Land.
19. That the Vendee shall be entitled to execute the Conveyance /Sale Deed in favour of their Flat Buyers after obtaining the occupancy /completion certificate of the building on the said site/land from the concerned authority/Ghaziabad Development Authority
20. That the Vendee shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed. The rule/regulation of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 or the provisions of any other Act for the time being in force shall be applicable on the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.
21. That the Vendee shall comply all provisions of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 and Rules 2011 framed there under and shall Act as "Promoter" and discharge all the duties, obligations as contained in the said Act.
22. That the Vendee shall be solely responsible for the specifications, material, quality of construction, fixtures and fittings and other things etc. to be used in the Flats/Apartments to be constructed and for all commitment made in this regard to their Allottees / Flat Buyers as well as Subsequent Transferees/RWA. The Vendor shall not be liable and responsible for the same.

For SMD Agencies Pvt. Ltd.

Authorised Signatory

For Divyansh Homes Pvt. Ltd.

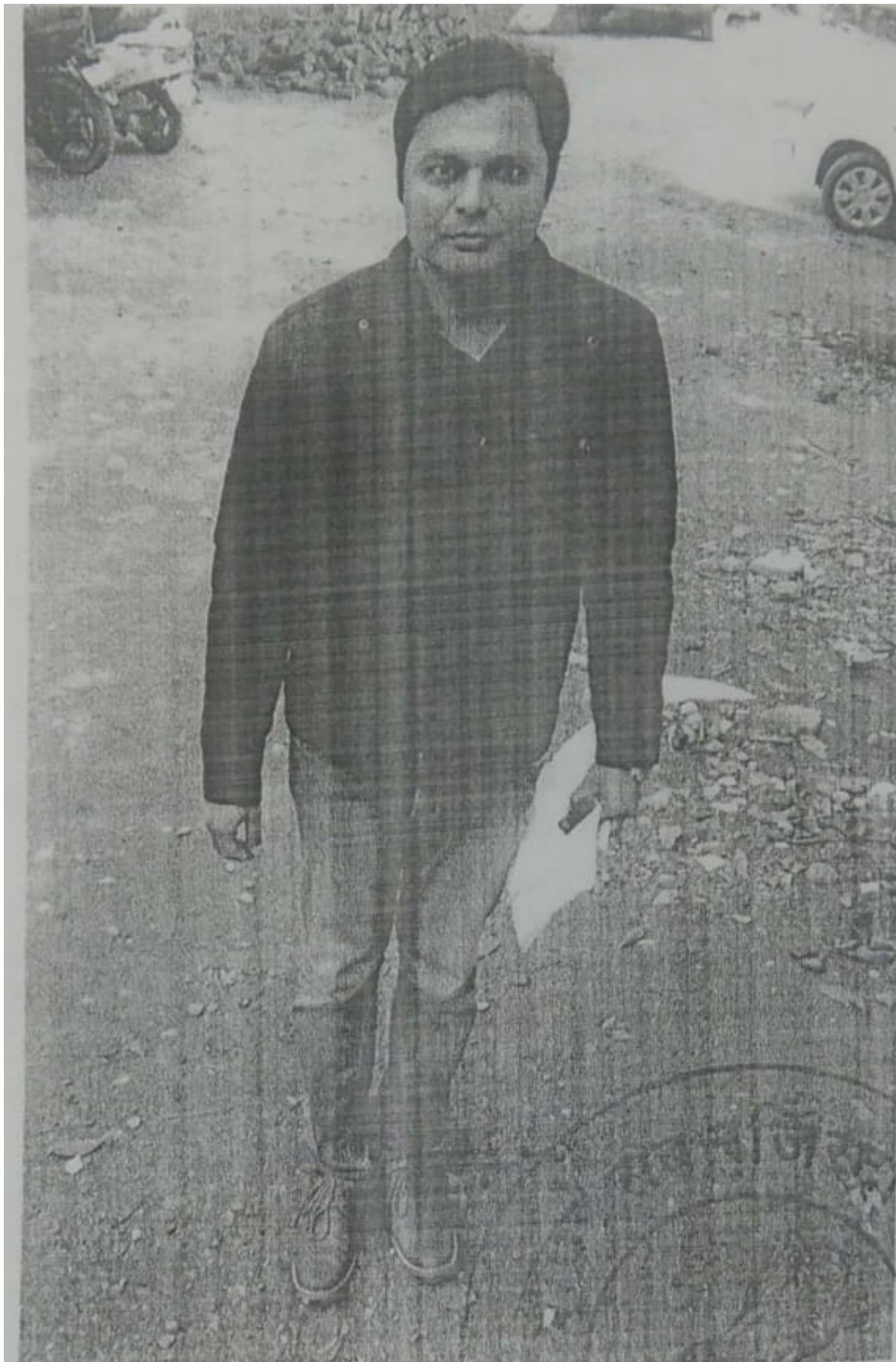
Director

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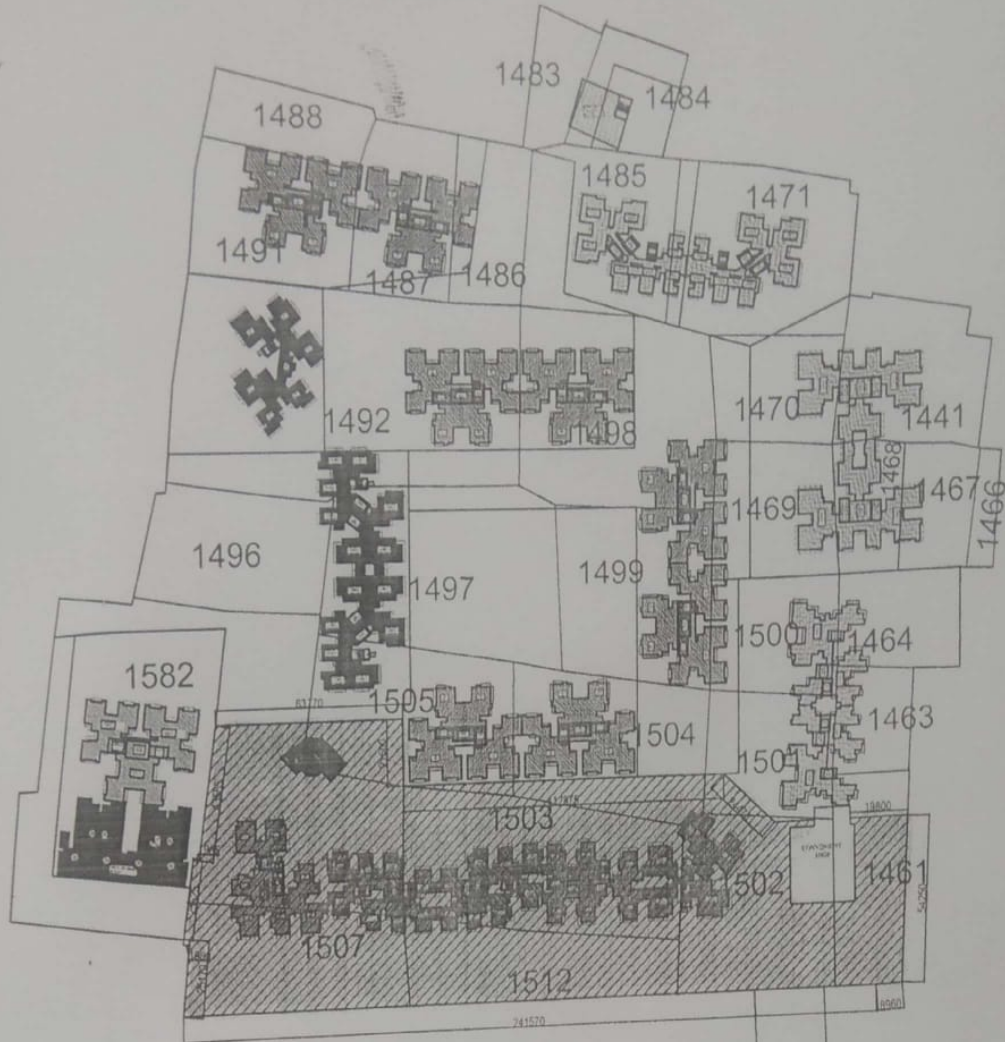
23. The Vendor Shall not be liable and responsible for any litigation, dispute, legal matter, claim etc. between the Vendee and their Allottees/Flat Buyers or between the Vendee and any other Agency etc. involved in the connection with said Site/Land or construction thereon including the labour charges, dues, salaries, perks, claims, damages, contract etc. or for any other person or agency.
24. The Vendee shall be solely responsible for providing the security and maintenance of the building/infrastructure on the said Site/Land and in the area within the said Site/Land.
25. That the Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any terms of this Deed and of the provision of the law of the land/flats/Apartments and applicable rule, regulations or direction by the competent authorities; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
26. That the Vendee shall be bound by all terms and conditions of this Deed.
27. The Vendee agrees and undertakes to incorporate all the terms & conditions of this Deed in the Allotment Letters, Flat Buyers Agreements, Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall also be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferees/Resident Welfare Association (RWA) jointly and severally.
28. That the expenses towards payment of stamp duty, registration charges, other misc. expenses and incidental charges pertaining to execution and registration of this Sale Deed shall be borne by the Vendee alone and Vendor shall not be liable to pay any part thereon.

For SMV Agencies Pvt. Ltd.
Authorised Signatory

For Divyansh Homes Pvt. Ltd.
Director



THIS MAP IS AN ACCORDANCE TO THE SACNTIONED PLAN
FROM GHAZIABAD DEVELOPMENT AUTHORITY
65/ZONE-5/2014-15,1-07-2014



TOTAL HATCHED AREA-17710 SQ.MT
TOWERS - D1-D5&CH-02

GH-02, JAIPURIA SUNRISE GREENS

NOT TO SCALE

For SMV Agencies Pvt. Ltd.

Authorised Signatory

VENDOR

For Divyansh Homes Pvt. Ltd.

VENDEE

Director

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29. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

IN WITNESS WHEREOF, the Vendor and Vendee have signed and executed this Sale Deed on the day, month year first above written in the presence of the following witnesses.

For SMV Agencies Pvt. Ltd.

For Divyansh Homes Pvt. Ltd.

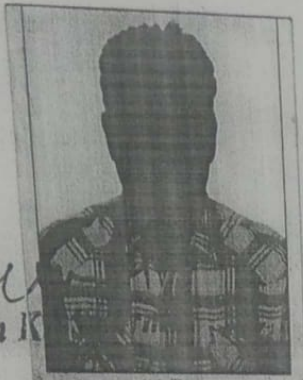
Authorised Signatory

VENDOR

VENDEE

WITNESSES :-

1



Rakesh Kr.

TEHSIL GHAZIABAD (U.P.)

2



Rakesh Kr.

TEHSIL GHAZIABAD (U.P.)

Naveen Gupta
S/o Late Sh. Jia Ram Gupta
R/o SU-8 Pitampura Delhi.

Amit Kr. Singh
Sh. Dharam Pal
Ch. No. 12, Tehsil Com., GZB.

DRAFTED BY :-

RAKESH KUMAR SHARMA (ADVOCATE)
Registration No. 5294/86, Chamber No. 12,
TEHSIL COMPOUND GHAZIABAD (U.P.).

भारतीय स्टाम्प अधिनियम की धारा 32 (2) का प्रमाणन

धारा 31 भारतीय स्टाम्प अधिनियम, 1899 के सुसंगत प्राविधानों के अन्तर्गत आदेश दिनांक 21.01.2015 के अनुसार प्रश्नगत विलेख पर रू० 1,79,90,000—का स्टाम्प शुल्क देय पाया गया, जिसमें से पक्षकार द्वारा इकशरनामा महायदा बय संख्या 10152/31.12.14 पर 51,36,100—तथा शेष 1,28,54,000—विकय विलेख पर विधिपूर्वक अदा कर दिया गया है।
दिनांक 04-02-2015

[Signature]
सहायक आयुक्त स्टाम्प,
गाजियाबाद।

आज दिनांक 04/02/2015 को

वही सं. 1 जिल्द सं. 12672

पृष्ठ सं. 59 से 90 पर क्रमांक 719

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

इस प्रतीक सं. 10152 सं. 2014 पर प्रश्न

स्टाम्प शुल्क अंकन सं. 51,35,900/-

सं. प्रतीक पर देय स्टाम्प शुल्क

हस्ताक्षरित किया गया।

[Signature]
उप निबन्धक, प्रथम

गाजियाबाद

4/2/2015

[Signature]
म. राजस्थान गाजियाबाद
प्राप्ति
कलेक्टर गाजियाबाद
प्रमाणित द्वारा 15 मा. 02. 2015

