

Name of Office : OM :
 : Sub-Registrar, Zone No.IV,
 : Kanpur Nagar.
 Date of Execution : -08-2016
 Date of presentation : -08-2016
 Nature of Document : SALE DEED
 Sale Consideration : Rs.
 Value as per circle rate : Rs.

DESCRIPTION OF PROPERTY :

1. Type of Property : Residential
2. Ward Area/Mohalla/Village : Keshavpuram, Vinayakpur, Kanpur Nagar.
3. Details of Property : Flat No....., on Floor of "Penta Pearl " builtover Plot No.O/GH/Arazi No.350, 352 situated at Sector 'O' Scheme No.I, Keshavpuram, Vinayakpur, Kanpur Nagar.
4. Width of road as per map : 15 Mtr. wide road
5. Nature of property : Residential
6. Nature of Construction : R.C.C.
7. Total built-up area of Multi storied building : Sq.Mtr.
8. Total land area of Multi storied building : 2942 Sq.Mtr.
9. Status of Flat : Finished
10. Year of construction : New
11. Whether Corner/Park : No.
12. Whether two side road : Yes

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11. Whether Corner/Park : No.
12. Whether two side road : Yes

13. Boundaries of Multi-storied building known as "Penta Pearl" builtover Plot No.O/GH/Arazi No.350 & 352 situated at Sector 'O' Scheme No.I, Keshavpuram, Vinayakpur, Kanpur Nagar :-

East :- 12 Mtr. Wide road

West:- Public Utility

North:-15 Mtr. Wide road

South:- KDMA World School

14. Boundaries of Flat No..... on Floor of "Penta Pearl" builtover Plot No.O/GH/Arazi No.350 & 352 situated at Sector 'O' Scheme No.I, Keshavpuram, Vinayakpur, Kanpur Nagar :-

North -

South -

East -

West -

15. Name of the Vendors - First Party :

1. M/s. Abha Builders Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956, having its Registered Office at 21, Prem Bagicha, Vinayakpur, Kanpur Nagar, through its Director Mr. Ramesh Singh Parihar S/o Late Naubat Singh Parihar R/o 21, Prem Bagicha Vinayakpur Kanpur Nagar, duly authorised by the Board of directors meeting dated-08-2016.

Company Pan No.:- ADBPP4486B

2. M/s. Penta Height Structure Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956 and having its registered office at 101, Gyan Gangotri, Gopal Vihar, 14/75, Civil Lines, Kanpur Nagar, through its Director Mr. Ritesh Kumar Gupta S/o Shri Ramesh Kumar Gupta 15/232, Civil Lines, Kanpur, duly authorised by the Board of directors meeting dated-08-2016.

Company Pan No.:-

16. Name of the Vendee(s) - Second Party :

Mr. S/o

R

Pan No.:-

DETAILS OF PROPERTY HEREBY SOLD :

1. Place : Keshavpuram, Vinayakpur,
Kanpur Nagar.
2. Flat No. : Flat No....., on Fourth Floor of
"Penta Pearl " builtover Plot
No.O/GH/Arazi No.350, 352
situated at Sector 'O' Scheme
No.I, Keshavpuram, Vinayakpur,
Kanpur Nagar.
3. Undivided share in land : Sq.Mtr.
sold to the Vendee(s)
4. Covered area of Flat sold : Sq.Mtr.
to the Vendee(s)
5. Nature of Use : Residential
6. Number of Storied : Basement, Ground + four floors.
7. Lift, Generator, security,
parking, club and splash
pool, facilities are
available as common use
in the complex for which ;
10%+2%+2%+2%+
3%+5% total = 24% has
been given.

DETAILS OF PAYMENT OF STAMP DUTY:-

1. Land rate fixed by District : Rs.23,700/- Per Sq.Mtr.
Magistrate : (As per prarup-1)
2. Circle Rate of Construction : Rs.25,000/- Per Sq.Mtr.
3. Value of Land : Rs.
4. 10% towards two side road : Rs.
5. Value of Construction : Rs.
6. Value of land and : Rs.
Construction
7. 24% value for common
facilities. : Rs.

8. Total Value of Flat as per : Rs.
D.M. Circle rate.
9. Sale Consideration : Rs.
10. Stamp duty payable : Rs.
11. Stamp duty paid : Rs.

Note: The Stamp duty payable i.e. Rs. (..... only) over this sale deed has been deposited through e-Stamp Certificate No.IN-..... issued dated -Aug.-2016 at PM issued from SHCIL(FI)/upshcil01/KANPUR/UP-KNP.

THIS DEED OF SALE is made and executed at Kanpur Nagar.

BETWEEN

- 1) M/s. Abha Builders Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956, having its Registered Office at 21, Prem Bagicha Vinayakpur, Kanpur Nagar, through its Director Mr. Ramesh Singh Parihar S/o Late Naubat Singh Parihar R/o 21, Prem Bagicha Vinayakpur Kanpur Nagar, duly authorised by the Board of directors meeting dated-08-2016, hereinafter referred as Vendors No.1.
- 2) M/s. Penta Height Structure Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956 and having its registered office at 101 Gyan Gangotri, Gopal Vihar, 14/75, Civil Lines, Kanpur Nagar, through its Director Mr. Ritesh Kumar Gupta S/o Shri Rajendra Kumar Gupta R/o 15/232, Civil Lines, Kanpur Nagar, duly authorised by the Board of directors meeting dated-08-2016, the Vendors No.1 and 2 both hereinafter collectively referred as Vendors which terms shall mean and include their heirs successors, assigns, representative etc. of the ONE PART

AND

Mr. S/o R/o Kanpur Nagar, hereinafter referred to as VENDEE, which terms shall mean and include his heirs successors, assigns, representative etc. the OTHER PART.

WHEREAS the Vendors are absolutely seized and possessed Flat No., situated on Floor in the Multi-storied buildings, built over Plot No.O/GH/Arazi No.350, 352, situated at Sector C, Noida

Keshavpuram, Vinayakpur, Kanpur Nagar, admeasuring Sq.Mtr. together with undivided share in the land admeasuring Sq.mtr. The boundaries of Multi-storied building is described at the top of this sale deed. The said arazi was purchased by the Vendors company from erstwhile owners, the brief narration of the chain title are mentioned hereunder.

AND WHEREAS initially Khata No.00550 Bhumidhari Arazi No.350 Mi admeasuring 0.2460 Hect. And Arazi No.352 admeasuring 0.3170 Hect. Total admeasuring 0.5630 Hect. Situated at Village Vinayakpur, Kanpur, was owned by Mr. Ambika Prasad, Mr. Vinod Kumar, Mr. Pramod Kumar, Mr. Dinesh Kumar, Mr. Sunil Kumar all sons of Late Gurcharan all resident of 116/607, Rawatpur Gaon, Kanpur, they had sold out said arazi No.350 Mi and arazi No.352 total admeasuring 0.5630 Hect, to Mr. Rajendra Pal Singh S/o Late Sobaran Singh, resident of Village & post Tirwa, Dahigawan Tehsil Sandeela, Distt. Hardoi, vide sale deed dated 31-05-2004., said sale deed is duly registered in the Office of Sub-Registrar Kanpur in Book No.I Volume No.2464 at pages 191 to 216 at serial No.3315 on 31-05-2004.

AND WHEREAS said Rajendra Pal Singh had already sold out duly demarcated portion of said Arazi No.350 Mi and Arazi No.352 total admeasuring 0.2688 Hect. to M/s Shipra Builders, and its names mutated in the revenue record and after getting the plan sanctioned from Kanpur Development Authority said Shipra Builders has raised the residential building over said arazi, out of which said Rajendra Pal Singh sold out remaining portion of Arazi No.350 Mi and arazi No.352 total admeasuring 0.2942 Hect. = 3519 Sq.Yds. = 2942 Sq.Mtr. situated at Village Vinayakpur

Kanpur Nagar, to the Vendors No.1, vide sale deed dated 24-06-2010, said sale deed is duly registered in the office of Sub-Registrar Kanpur in Book No.1 Volume No.5632 at pages 255 to 286 at serial No.4006 on 24-06-2010.

AND WHEREAS in order to provide better residential accommodation to the residents of the locality, the Vendor No.1 has got the building plan sanctioned from U.P. Awas Evam Vikas Parishad bearing No.1963 dated 03-08-2015, for carrying out development over said plot of land and have joined the hand with Vendor No.2 and have jointly raised the constructions of multi storeyed building, which is known as "Penta Pearl" over Plot No.O/GH/Arazi No.350, 352, situated at Sector 'O' Scheme No.1, Keshavpuram, Vinayakpur, Kanpur Nagar.

AND WHEREAS the Vendee has approached to the Vendors and have expressed its willingness to purchase Flat No..... situated on floor in Block No.... in the said multi storeyed residential building known as "Penta Pearl" Vinayakpur, Kanpur. The Vendors have agreed to sell residential apartment in the said buildings to different purchasers with proportionate undivided share and interest in the said land, together with right to use common area and facilities as available in the residential complex.

AND WHEREAS The Vendors has agreed to sell and the Vendee(s) has/have agreed to purchase Flat No..... situated on the Floor, admeasuring Sq.Mtr. along with undivided share of land admeasuring Sq.Mtr. together with right to use common area and facilities.

AND WHEREAS the Vendee(s) has/have seen and examined all title papers of said land, flat and building plan of Kanpur Development Authority and is/are fully satisfied with regard to valid disposing power of Vendor. The Vendee(s) agreed to purchase the Flat No..... for a sale consideration of Rs..... (Rupees only) the offer given by the Vendors which is reasonable, consequently the Vendors has decided to sell it to the Vendee(s).

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS :-

1. That in pursuance of sale consideration of Rs..... (Rupees only) paid by the Vendee(s). The Vendors do hereby convey, transfer, assign and sell, by way of absolute sale Flat No..... on Floor of "Penta Pearl" builtover Plot No.O/GH/Arazi No.350, 352, situated at Sector 'O' Scheme No.I. Keshavpuram, Vinayakpur, Kanpur Nagar, having builtup area admeasuring Sq.Mtr. together with undivided share in land admeasuring Sq.Mtr. said flat is being sold and mentioned in Schedule 'A' of this Sale Deed, and shown in the map annexed herewith, together with all the rights, privileges and restriction of the common use in the aforesaid Multi-storied buildings, free from any encumbrances, charges, mortgages, lien to HAVE and to HOLD the said property hereby sold, transferred and assigned absolutely for ever.
2. That the entire agreed sale consideration of the flat has been received by the Vendors, now nothing remains due from the Vendee to the Vendors.

pertaining to this transaction, the details of payment has been given in Schedule 'B' of this sale deed.

3. That the Vendors has assured the Vendee(s) that it will not in any manner whatsoever, prohibited or prevented by any court of law or any other authority from selling and transferring the said demised property and that they have got full and absolute right to sell and transfer the demised property.
4. That the Vendee has allotted a space for one covered car parking space. No..... to the Vendee(s) said space shall only be used for parking of Car, without, disturbing to movement of other vehicles.
5. That the Vendee(s) shall be entitled to get his/her name mutated as the owner in respect of the flat hereby sold, and this deed itself shall be construed as the due and sufficient consent for the same from the side of Vendor. The Vendors further undertakes that it will fully support any application made by the Vendee(s) for such mutation over the said flat and will, at the cost of the person requiring the same, do and perform all such acts as it may be required.
6. That the Vendee(s) shall not use the said Flat for residential purposes. The Purchaser(s)/Vendee(s) shall not carry out any commercial/ professional nor will use the same for any other purposes which may or is likely to cause nuisance or annoyance to other occupiers or in any manner interfere with the use of common space, passage or amenities available for common use.

7. That No objection Certificate (N.O.C.) from the Fire Department has been obtained and as per directives all the equipments and apparatus etc. for extinguishing the fire have been fitted. After formation of society or transfer of the management to any maintenance agency by the Vendors, the Vendee(s) along with other flat owners of the buildings, situated in the Complex shall be responsible to maintain fire equipments and further to obtain N.O.C. from the date of obtainment of Final N.O.C. from time to time and also change, repair and install the equipment and apparatus for extinguishing the fire and the Vendors will not be responsible thereafter for the same.
8. That in case of increase of FAR, the Vendors shall have right to raise further constructions over the roof of the multi storeyed residential building to deal with it in any manner whatsoever, as absolute owner, without any obstructions or hindrances of any kind whatsoever.
9. That the maintenance of the residential complex, will be done by a society formed by the flat owners. The Bye laws of the society will be consonance of the covenant contained in this sale deed and duly approved by the Vendor Co. any covenant of sale deed will prevail in case of any contradiction in the bye laws.
10. That any rules and proposal of the subsequently formed association or maintenance agency contrary to the covenant of this deed shall be prevailed and superseded and rules formed by the society or maintenance agency deemed to be null and void, while determining the contractual obligations of the parties.

11. That the Vendee(s) do hereby agree/s and covenant/s with the Vendors that he/she/they/it will become member of the Association of flat Owners or any other incorporated body to be framed by the flat Owners (hereinafter referred to as "Association")
12. That the Association will be responsible to maintain the common areas and also run and maintain the common utilities/services etc. available in Buildings detailed in Schedule 'C' and 'D' of this Sale Deed.
13. That before the formation of the association or maintenance agency the Vendee(s) will be liable to pay maintenance charges as demanded by the Vendors for the smooth maintenance of the common services.
14. That w.e.f. execution of this sale deed the Vendee(s), shall pay house tax, water tax etc. to the concerned department. Further apart from one time maintenance charges till formation of society, the maintenance charges will be paid to the Vendors.
15. That the annual/monthly maintenance for routine expenses as levied by the society from time to time will be paid separately by the flat owners.

16. That it is hereby clarified that, apart from one time maintenance deposited by the Vendee, the Association shall have the right to levy proportionate charges, service charges to the all Flat owners, the Vendee(s) shall pay maintenance charges on the basis of the super builtup area of the flat.
17. That in the event of any default in payment of such maintenance and running charges, the Vendee(s) shall be liable to pay an interest or penalty as decided by the Association formed by the flat Owners. The Association will also have the following rights against such defaulters till the entire outstanding amount is paid.
- a) Discontinue the supply of water and electricity.
 - b) Suspend all common services which are made available to the defaulter or any other services provided by the society.
18. That the Vendee(s) having purchased the flat, do hereby covenants as follows: -
- a. That except as herein provided, the Vendee(s) shall has/have no independent authority or right to make or cause to be made any further construction in the demised flat and in the undivided proportionate interest and share of land of the complex as well as in the common areas.
 - b. That the Vendee(s) will not demolish or cause to be demolished or damage the said flat or any part thereof and any internal addition or alteration in the flat shall be made by the Vendee(s) at his/her/their/its own cost and without adversely affecting the strength of the building or outer elevation of the building nor shall the Vendee(s) affect any change in the outside colour scheme of the building.

- c. That the Vendee(s) shall use the said flat and will keep the same clean and neat and shall not use the Verandah/Balconies facing the road in such a manner as could cause any inconvenience to the other flat owners or cause damage or harm to the aesthetic value and elegance and appearance of the building.
- d. That the Vendee(s) hereby agree/s and undertake/s to become a member of the association of flat owners/residents of the "PENTA PEARL". The Vendee(s) also agree/s to sign and execute all necessary applications, papers and documents etc. and to do all other things required at all times as may be necessary for the proper management and continuance of the said association and for amendment of the bye-laws, rules and regulations of the association and taking decisions or for framing any rules and regulations to be formulated by the association. It is however, made clear that only one person can claim membership from each flat of the complex.
- e. That the Vendee(s) agree/s and undertake/s to abide by and to honour all the bye-laws, rules, and regulations, discipline, and decisions of the association referred to above. The demised flat shall be exclusively used strictly for residential use and all decisions regarding nature of use of demised flat by Vendee(s) made by association shall be obeyed by the Vendee(s) and binding on the Vendee(s).
- f. That the Vendee(s) shall keep all the common walls of the demised flat as well as the complex as a whole, including all things which are common in the apartment complex, such as sewage system, drainage, pipelines, fittings and fixtures and appurtenances thereto in the good and working conditions themselves and/or through the flat owners association referred to above.
- g. That the expenditure incurred for the common services, facilities and amenities shall be borne by all the flat owners in equal shares and the Vendee(s) shall make payment of his/her/their/its share in

time. In case of default the Vendee(s) shall clear arrears along with interest, as may be imposed by the said association. The accounts relating to such expenditure/charges etc. shall be maintained by the association or the committee constituted for it.

- h. That the flats have been newly constructed, hence no dues of any authority are lying unpaid, even otherwise the responsibility of the Vendee(s) to clear the taxes in respect of said flat will be w.e.f. date of execution of this sale deed.
- i. That the Vendee(s) shall pay the electricity charges in respect of the electricity consumed by him/her/them/its as also the proportionate share of the electricity consumed for the common amenities and facilities.
- j. That the Vendee(s) shall use all the common areas and common facilities of the premises for the purpose for which he/she/they/it is/are intended but without hindering or encroaching upon the lawful rights of the other flat owners/residents of the complex and without causing any disturbance or nuisance to the residents of the other flats. The Vendee(s) shall have no claim or right to exclusively use any space, stair-case, lobbies, elevators, lifts, entrance, common passages, common spaces on the ground, roads, garden and other open spaces and other common area and facilities of any kind whatsoever and shall not use any place other than demised flat as residence of servants or other persons.
- k. That the Vendee(s) shall not make any kind of pollution whether noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Multi-storied Residential Complex known as "PENTA PEARL"
- l. That the Vendee(s) shall permit the Vendor, and/or office bearers of the flat owners association of his/her/their/its respective or those deputed by the association at all reasonable times with due notice, to

enter into an upto the said flat or any part thereof for the purpose of repairing or conducting any necessary check of any part of the building, water connections etc. and for the purpose of repairing, maintaining, rebuilding, cleaning, lightening and keeping in order and good condition all services pipes, cables, water covers, electricity connections, gutters, roads, grounds, structures, belonging to or used for or serving the said building and also for the purposes of laying maintaining repairing and testing of drainage, water pipes, electricity wire and allied purposes and also for the purposes of temporary stoppage of water to the flat or any other flat of the building / complex.

- m. That the name of the housing complex shall always remain "PENTA PEARL" and the Vendee(s) hereby agree that he/she/they/it shall not change the name or the English alphabets constituting such name or their sequence, without the consent and concurrence of the Vendor.
- n. That in order to maintain security in the said project the Vendors and/or Maintenance Agency shall be free to restrict the entry of any one in to the said project whom it considers undesirable at the outer gate itself. In case of insistence, the security staff will be at liberty to call upon the Vendee(s)/lawful tenant/occupant to come to the gate and personally escort to the person(s) from the gate to his/her/their/its flat/building and assume the responsibility of escorting them out as well. The security services will be without any liability of any kind upon the Vendor. Security costs will be part of the maintenance charges and pro-rate charges will be payable by the Vendee(s) to the Vendors and/or Maintenance Agency.
- o. That the Vendors shall have the right to transfer the maintenance amount of the Vendee(s) to the Maintenance Agency/ Association of flat owners as the Vendors may deem fit after adjusting there from any outstanding maintenance bills and/or other outgoings of the

Vendee(s) at any time upon execution of the Sale Deed and thereupon the Vendors shall stand completely absolved/ discharged of all its obligation and responsibilities.

- p. That no private functions shall be allowed to be held in the park and open spaces. However, all common meetings, pertaining to development and facilities of the said "PENTA PEARL" can be held in the said park with prior written permission of the association / Vendors (in case association is not form till that date) on such terms and conditions as may be permitted in accordance with the bye-laws of the Vendor/association of flat owners or Maintenance Agency.
- q. That the Vendee(s) agree/s and undertake/s that it shall not display any name, address, signboard, advertisement or publicity material, bill boards, hoardings or advertisement etc. anywhere in the said complex. The Vendee(s), however, shall be permitted to place his/her/their/its name board at the entrance to his/her/their/its flat only at the designated place specified for this purpose.
- r. All letters, receipts, and/or notices issued by the Vendors or its nominee and dispatched under Regd.AD/Speed Post/Courier/by hand Service to the last known address of the Vendee(s) shall be sufficient proof of receipt of the same by the Vendee(s) and which shall fully and effectually discharge the Vendors and Maintenance Agency.
- s. PROVIDED ALWAYS and it is hereby agreed that whenever such an interpretation would be requisite to give fullest possible scope and effect, contract or covenants herein contained the expression 'VENDOR' and 'VENDEE' herein before used shall include his/her/their/its successors, executors, administrators, liquidators, officials, officials receivers, legal representatives, directors, transferees, attorneys and assigns etc.
- t. The terms and conditions contained herein shall be binding on the Owner/Occupier of the said flat and default of the

Owner/Occupier shall be treated as that of the Vendee(s), unless context requires otherwise.

19. That the actual physical possession of the said flat is being handed over by the Vendors /owner to the Vendee(s). The Vendee(s) is/ are entitled to own, possess, use and enjoy the same as a residential flat in any manner as think fit and proper.

SCHEDULE - A

DETAILS OF PROPERTY HEREBY SOLD

Flat No..... situated on floor "Penta Pearl, built over Plot No.O/GH/Arazi No.350, 352, situated at Sector 'C' Scheme No.I, Keshavpuram, Vinayakpur, Kanpur Nagar, having builtup area admeasuring Sq. Mtr. together with undivided proportionate share in the land admeasuring Sq.Mtr., bounded as below:-

NORTH :-

SOUTH :-

EAST :-

WEST :-

SCHEDULE - B

SCHEDULE OF PAYMENT

DETAIL OF PAYMENT PROVIDED BY THE
PURCHASER(S)/ VENDEE(S) TO THE VENDORS

S.No.	Dated	Cash/Ch./RTGS No/NEFT/D.D	Amount (Rs)	Name of Bank & Branch
1.				
2.				
		Total Amount		

(Rupees..... Only)

SCHEDULE-C

- a) Foundation columns, girders, beams, supports, main walls, corridors, lobbies, stairs, stair-case intended for common use.

- b) Common Lobby
- c) Common Area Lighting and wiring.
- d) Passage
- e) Fire Fighting equipments duly installed which are duly maintained and functioning in proper conditions thereafter the same will be maintained by the society.

SCHEDULE-D FEATURES & FACILITIES

- a) Lift
- b) Genset
- c) Splash Pool
- d) Jogging Track
- e) Fountain
- f) Kids Play area
- g) Club
- h) Tube-well with Motor lifting Pumps
- i) Water supply pipe and others
- j) Overhead water Storage Tank
- k) Sewerage Line and Drainage Pipe Lines
- l) Drainage System
- m) Main structure and particulars thereof drainage system, rain water discharge arrangement and arrangement for supply of electricity to all common areas described above
- n) Cleaning and lighting of the entrance of the Apartments, the passage and space around the Apartments, Lobbies, Corridors, Staircase etc.
- o) Cost of decoration- the exterior of the Apartment
- p) Salary and wages of Accountant, plumber, electrician, chaukidar, carpenter servant and sweeper etc. which may be considered necessary for maintenance and protection of the said apartments

- q) Working, maintenance running and replacement, Transformer, Water lifting Pumps, and of common lights
- r) Meet the cost of expenses of formation of a limited company or society or association of all the flat owners including fees of lawyers and charges for registration for the purpose of upkeep and maintenance and running of the Apartments as indicated above.

IN WITNESS WHEREOF the parties hereto with their own free will after taking due advice from their respective well wishers and advisers without any influence or coercion have put their respective signatures and left thumb prints on this Deed of Sale in a state of health and sound mind after fully reading and understanding the contents thereof in the presence of witnesses on the day, month and year first above written.

WITNESSES:

VENDORS

Photograph of Witness No.1

1. M/s. Abha Builders Pvt. Ltd.
Through its Director

Name :

(Ramesh Singh Parihar)

Father's Name :

R/o

2. M/s. Penta Height Structure Pvt. Ltd.
Through its Director

Photograph of Witness No.1

(Ritesh Kumar Gupta)

VENDEE(S)

Name :

Father's Name :

R/o

Signed and delivered by

(Sarvesh Chandra Dubey)
Advocate