

Take over

Anil - 896238436

ULP

21/11/2012



मध्य प्रदेश MADHYA PRADESH

A-027777

21/11/12

Stamp Duty	Rs. 2,43,101.25	In the vicinity of Village-Nipaniya, Tehsil & District- Indore Sale Value Rs. 48,62,025/- (Rupees Forty Eight Lacs Sixty Two Thousand Twenty Five Only)
Panchayat Duty	Rs. 48,620.25	
Additional Duty	Rs. 28.50	
<b>TOTAL</b>	<b>Rs. 2,91,750.00</b>	

**Sale Deed of  
Apartment No. 403 on  
Fourth Floor of Block ELDORA-I at  
APOLLO DB CITY**

This Sale Deed of Apartment made at INDORE.

BY :

Divya Dev Developers Private Limited. (PAN : AACCD6930D) a company incorporated under the Companies Act, 1956 at 019666 & CIN No. U45201MP2007PTC019666 having its registered office at 205, 'Apollo Arcade', 1/2, Old Palasia, INDORE (M.P.) through its Director- Shri Nirmal Agrawal S/o. Shri Ramratanji Agrawal, Resident of 115, Vaikunthdham Colony, INDORE (M.P.) hereinafter called the "VENDOR" which expression, unless repugnant to the context or meaning thereof shall mean and include their successors-in-office, the said Company in whatever form it exists for the time being, its successors, amalgamates and assigns; of the FIRST PART.

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For Divya Dev Developers Pvt. Ltd.

Director

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 21/11/12





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5049 सौद दस्तावेज संग्रह 11

दस्तावेज की तफसीलवारी व कौमत्त या दस्तखत की तारीख या किस जो मुहरबन्द लिफाफा लिवा गया हो जिसके बाबत फीस दाखिल हुई हो उसके ऊपर लिखो हुई इबात	तादाद फीस (अगर हो तो) दाखल शुदा	रजिस्ट्री के मोहदेदार के छोटे दस्तखत
1	2	3
श्री निर्मल विहम - 48 62025	39070/-	12/11/12

तारीख 12 NOV 2012

रूप-पंजीयक

सध्य प्रदेश MADHYA PRADESH

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**FAVOUR OF**

Shri Nitin Pandey (PAN : ADEPN1162D) S/o. Dr. S.S. Pandey, Resident of G-41, Veterinary Collage, Rasulpura, Mhow (M.P.) hereinafter called the "VENDEE/S" which expression, unless repugnant to the context or meaning thereof shall deem to mean and include his legal heirs, successors, executors, administrators, legal representatives and assigns of the OTHER PART.

**AND WHEREAS**

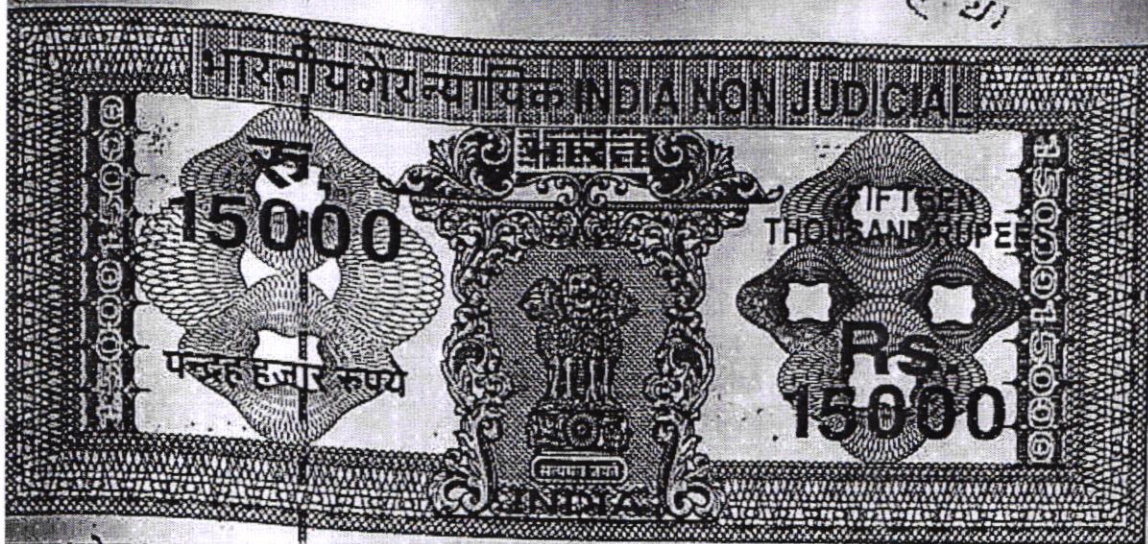
[A] The VENDOR is the absolute owner of land admeasuring 5.184 Hectare i.e. 12.80 Acre comprised in Survey Nos. 32/1/1 part, 32/2 part, 25/3 part and 25/2/1 part. The above said land has been purchased by the VENDOR vide registered sale deed No. 1-A/725(5)/2008, dated 17 April, 2008, 1-A/726(5)/2008, dated 17 April, 2008 and 1-A/727(5)/2008, dated 17 April, 2008 duly registered at the office of the Sub-Registrar, Indore and the total lands have been duly mutated in the name of VENDOR. That out of the above mentioned 5.184 Hectare i.e. 12.80 Acre Land the VENDOR is developing an Apartment Housing and Commercial High Rise Development on Land admeasuring 48578 Sq. Mtr. (12 Acres). This land under development is hereinafter referred to as "SAID LAND" and more particularly described in "FIRST SCHEDULE" hereinafter.

For Divya Dev Developers Pvt. Ltd.

Director

*(Signature)*

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मध्य प्रदेश MADHYA PRADESH

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[B] The VENDOR is a registered colonizer registered at No. 58/2007, dated 23.10.2007 under the M.P. Panchayat Raj Act, 1993 (No. 1 of 1994), and there by Licensed to develop land and construct High-rise Building in the Village-Nipaniya in Tehsil & District-Indore.

[C] The above said land has been duly diverted for the designated use and the said diverted land has been duly mutated in the name of VENDOR. (Mutation No 010302435013, 010302435014, 010302435015).

[D] The Layout Plan for the construction of High-rise Group Housing consisting of Apartments, Club, Hotel, Mall, Commercial etc. has been approved by the Joint Director, Town & Country Planning's Department., Indore vide sanction memo no. : 5855/JI.Ka./Na.Gr.NI/S.P/115, Indore, dated 23.10.2008 for the said land.

[E] The building Plans for the construction of High-rise Building on the said land has been duly approved by Gram Panchyat, Nipaniya vide building permission no. 55, dated 12.10.2009 and revised permission no. 81, dated 06.12.2009.

For Divya Dev Developers Pvt. Ltd.

Director

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The VENDOR for the sake of convenience and simplicity has named the various block as sanctioned by Town & Country Planning's Department, Indore as under:-

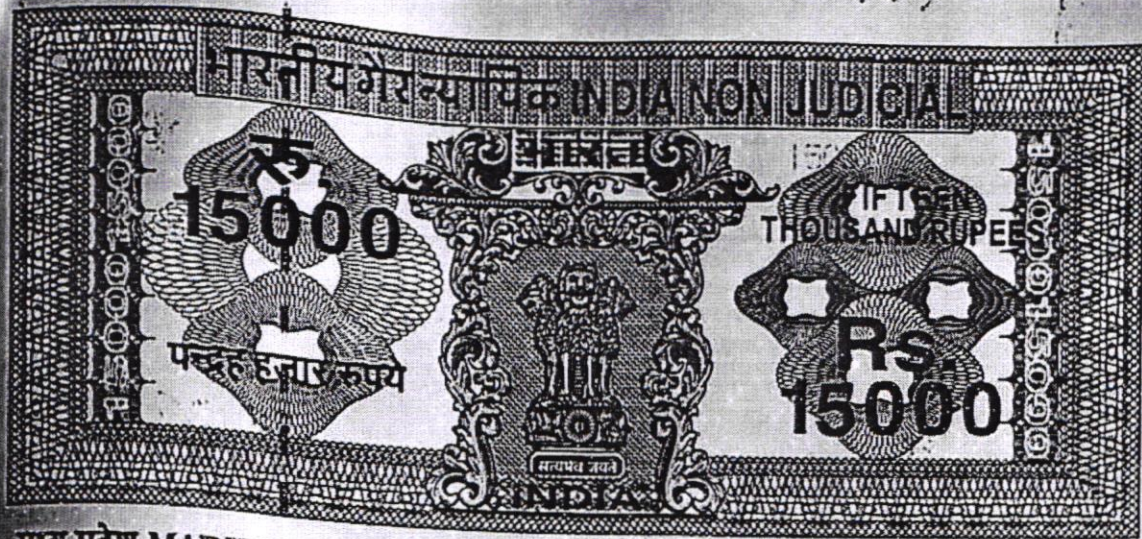
BLOCK "A"	AURUM - I & II
BLOCK "B"	ELDORA - I & II
BLOCK "C"	CHRISTA - I
BLOCK "D"	CHRISTA - II
BLOCK "E"	ORVILLE
BLOCK "F"	ORACIA - I & II
BLOCK "G"	OPHIRA
BLOCK "H"	CRESSIDA - II
BLOCK "I"	CRESSIDA - I
BLOCK FOR CLUB HOUSE	
BLOCK FOR FUTURE DEVELOPMENT	

The Group Housing comprised in various blocks as above and as sanctioned by Town & Country Planning's Department, Indore and being developed by the Vendor on the above "SAID LAND" together shall be part of and shall be jointly called as "APOLLO DB CITY".

For Divya Day Developers Pvt. Ltd.

Director

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मध्य प्रदेश MADHYA PRADESH

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[G] The VENDOR has filed a separate declaration for each of the block under Section 2 of the Madhya Pradesh Prakoshtha Swamitwa Adhiniyam, 2000, and thereby the declaration filed for this Block-B i.e. "ELDORA-I & ELDORA-II" has been duly registered in the office of Sub-Registrar, Indore bearing Registration No. 1-A/3141(5)/2009, dated 23.10.2009 without prejudice to the rights of the VENDOR to file a revised declaration under this Act, if required. Further all the Apartment Owner of all the Blocks as contained and mentioned Para [F] herein above shall become the members of single maintenance body to be formed in future. This maintenance body shall be called the "Apollo DB City Condominium".

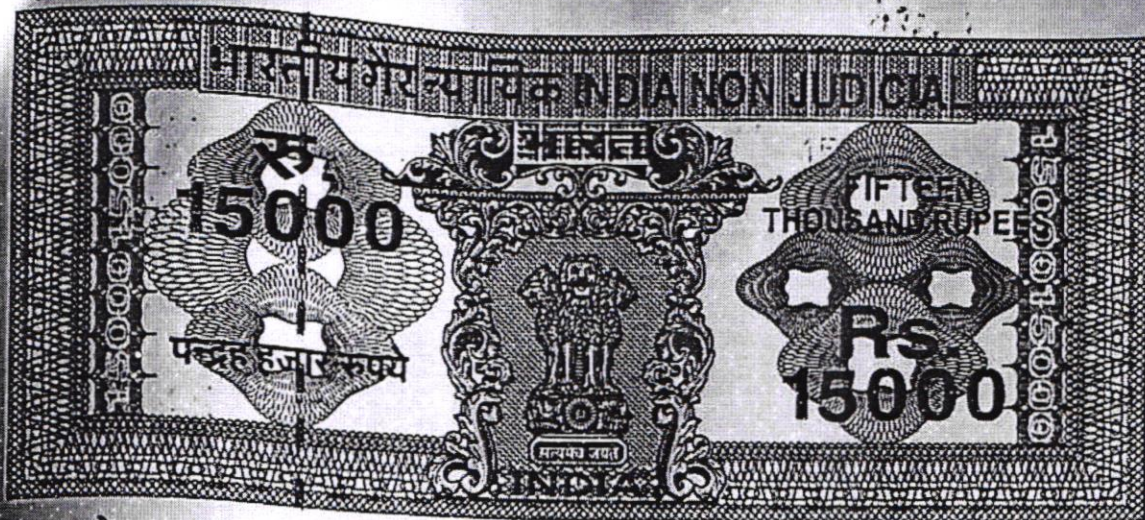
[H] After obtaining all necessary sanctions as above and also other requisite clearances and permissions the VENDOR has undertaken the construction of high-rise building on Block No. 'B' for sake of convenience referred to as "ELDORA-I & ELDORA-II" and jointly called as "ELDORA" and is more particularly described in the "SECOND SCHEDULE" hereinafter.

[I] The VENDEE/s being desirous of purchasing "Apartment No. 403" on Fourth Floor in building ELDORA-I had approached the VENDOR and after examining and inspecting all the title documents and sanctions obtained by the VENDOR and after being satisfied by the same had agreed to purchase the above Apartment admeasuring 1400 Sq.Ft. builtup area for a consideration of ..

For : Dev Developers Pvt. Ltd.

Director

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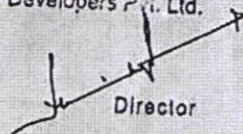
Rs. 48,62,025/- (Rupees Fourty Eight Lacs Sixty Two Thousand Twenty Five Only) (including VAT). This apartment under sale is hereinafter referred to as THE SAID APARTMENT and is more particularly described in "THIRD SCHEDULE" hereinafter.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER :-

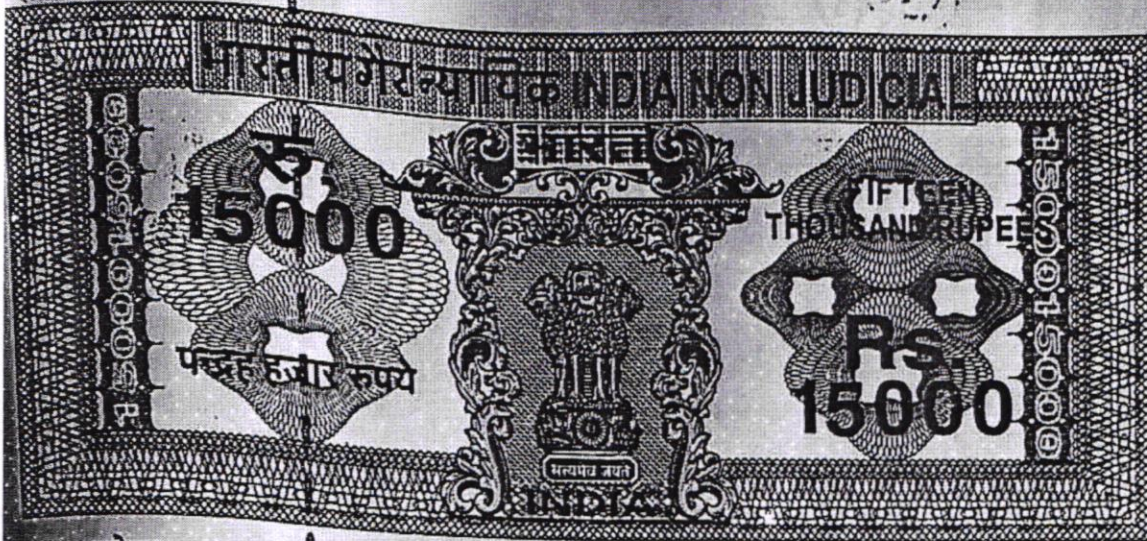
(1) That, the VENDEE/s has paid the said consideration of Rs. 48,62,025/- (Rupees Fourty Eight Lacs Sixty Two Thousand Twenty Five Only) (including VAT) to the VENDOR, as under:-

Rs.	97,490/-	+ Service Tax received by Cheque No. 001944, dated 18.07.2011 of Union Bank of India, Rasalpara Branch, Mhow.
Rs.	13,64,855/-	+ Service Tax received In Cash on 08.08.2011.
Rs.	31,68,155/-	Received by Cheque No. 025188, dated 11.08.2011 of H.D.F.C. Bank, South Tukoganj Branch, Indore.
Rs.	2,31,525/-	+ Service Tax received by Cheque No. 004465, dated 05.11.2012 of Union Bank of India, Rasalpara Branch, Mhow.
Rs.	48,62,025/-	(Rupees Fourty Eight Lacs Sixty Two Thousand Twenty Five Only) Total Received. (subject to the realization of the above mentioned cheque/s).

For Divya Dev Developers P. v. Ltd.

  
Director

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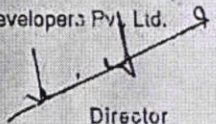
And the VENDOR do hereby admits and acknowledges having received the same. The VENDOR hereby acquit, release and discharge all its rights, title, interest, claim and demands in the SAID APARTMENT to the VENDEE/S and the VENDEE/S to hold and enjoy the same absolutely forever together with all the privileges appurtenant thereto.

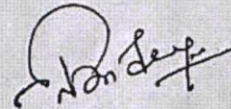
(2) That, the VENDOR has handed over the virtual possession of the SAID APARTMENT to the VENDEE/S upon execution of this deed and the VENDEE/s acknowledges having received the same in clear and vacant condition. However the vendee permits the vendor to complete all pending works in the above said apartment and the vendor shall handover the physical possession of the apartment on completion of the pending work.

THE VENDOR ACKNOWLEDGES AS FOLLOWS :-

(1) The VENDOR hereby covenant that the SAID LAND and the SAID APARTMENT belongs absolutely to it by virtue of various registered sale deeds referred hereinabove and they have therefore absolute right, title or interest in respect of the SAID LAND and SAID APARTMENT.

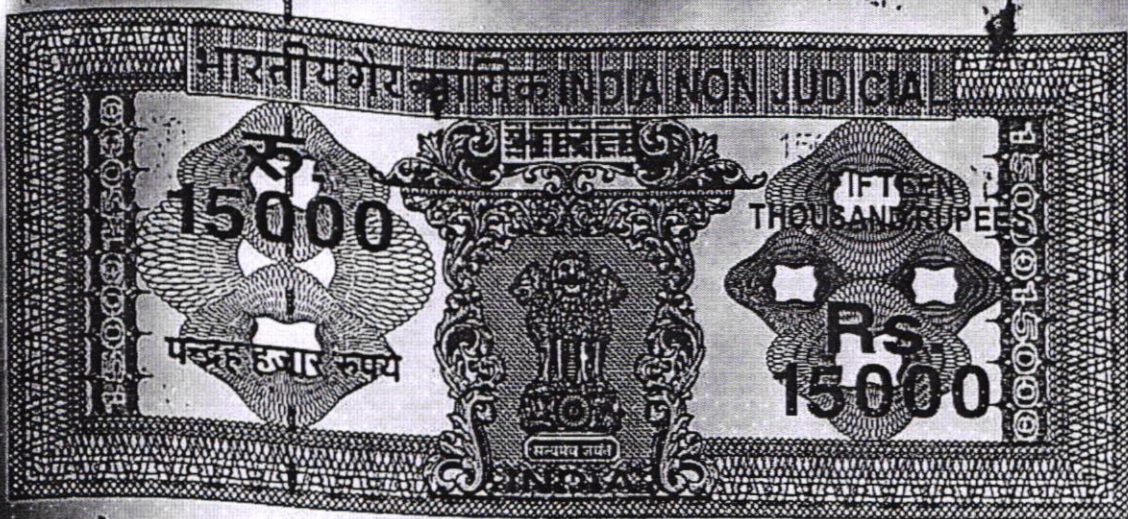
For Divya Dev Developers Pvt. Ltd.

  
Director



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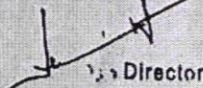
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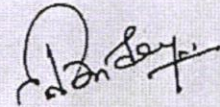
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- (2) The VENDOR further covenant that the SAID APARTMENT is free from all sorts of encumbrances, charges, cess or attachment. If any claim is made by any person either claiming through the VENDOR or otherwise in respect of the SAID APARTMENT it shall be the responsibility of the VENDOR alone to satisfy such claims.
- (3) That, the VENDOR has this day delivered vacant peaceful possession of the SAID APARTMENT to the VENDEE/s.
- (4) That, the VENDOR shall not have any right, title or interest in the SAID APARTMENT which shall be enjoyed absolutely by the VENDEE/s without any let or hindrance from the VENDOR or anyone claiming through them.
- (5) The VENDOR hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate the SAID APARTMENT unto and in favour of the VENDEE/S in the concerned department.
- (6) The VENDOR hereby covenant that they have paid all taxes, cess, charges to the concerned authorities relating to the SAID APARTMENT payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the VENDOR to clear the same.

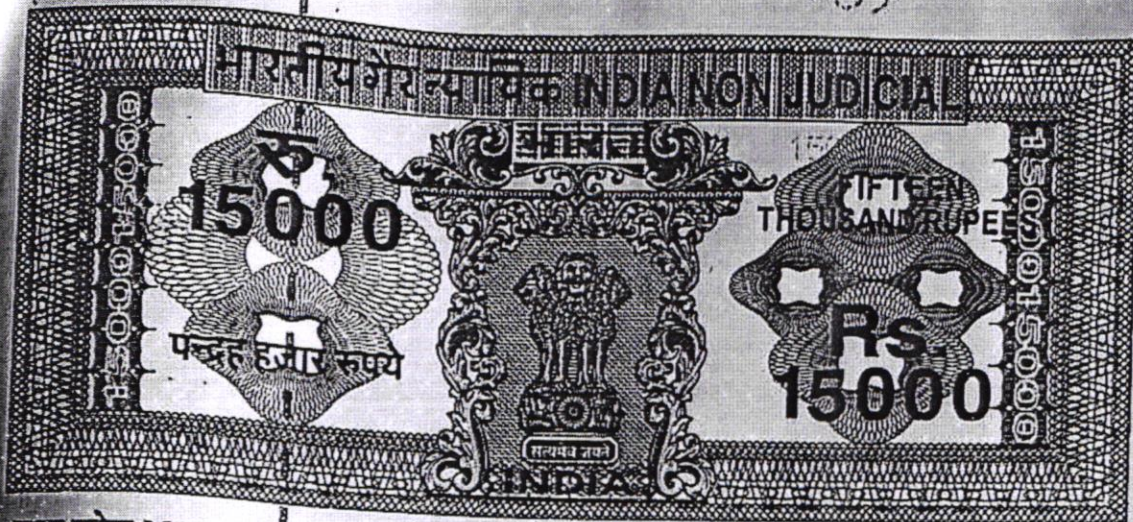
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For Divya Dev Developers Pvt. Ltd. 9.

  
Director







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THE VENDEE/S ACKNOWLEDGES AS FOLLOWS :-

The VENDEE/S do hereby covenant with the VENDOR and through the VENDOR with other owners of Apartments of "Apollo DB City" as follows :-

(1) That, the VENDEE/S has read and understood the Declaration submitted by the Vendor under Section 2 of the Madhya Pradesh Prakoshtha Swamitwa Adhiniyam and has inspected and verified all the title document/s and the requisite declaration, permissions of Diversion, Layout, Development, Building Permission, Hi-Rise Permission, NOC's etc. taken by the VENDOR for the development of the Group Housing and the VENDEE/S has understood and got satisfied about the rights, title and interest of the VENDOR in the said land and the rights of the VENDOR to develop the SAID APARTMENT being Purchased by the VENDEE/S.

(2) The VENDEE/S has physically inspected the site, layout of the said project and has verified the construction quality of the Said Apartment, materials, fittings and fixtures fitted and installed in the SAID APARTMENT and is fully satisfied and the VENDEE/S shall not hereafter, raise any objection on this account.

For Divya Dev Developers Pvt. Ltd.

Director

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# 10 #

- (3) The VENDEE/S shall not put forth any independent or exclusive claim, right or title over the land on which the SAID APARTMENT is constructed and it is hereby specifically agreed and declared that the said land shall be held, owned and possessed jointly by the owners of the respective apartments and spaces in "Apollo DB City".
- (4) That, the VENDEE/S further acknowledges that in future as and when the Panchayat/Municipal Corporation or any other Body constituted imposes or demands any charges for providing supply of Narmada Water to the Township the charges for taking connection and installation of water connection and lines for the same shall be proportionately borne by the VENDEE/S along with other co-occupants of the township.
- (5) That, the VENDEE/S further acknowledges that the membership to the Private Club House, owned and continued to be owned by the VENDOR, of the Township shall be available to the VENDEE/S on payment of the applicable membership charges with applicable service tax and the VENDEE/S shall become a member of the same subject to compliance of the rules and regulations of the Club. The VENDEE/S further acknowledges that the membership of the Club shall only be continued at the discretion of the Club Management/Vendor and on payment of subscription fee and on payment of maintenance charges as decided by the Vendor for use of the services of  
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For Divya Dev Developers Pvt. Ltd.

Director



मध्य प्रदेश MADHYA PRADESH

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# 11 #

the club regularly. The membership shall be transferable with the transfer of the SAID APARTMENT on payment of transfer fees as applicable by the Club Management/Vendor.

- (6) That, the VENDEE/S shall pay in advance to the VENDOR or their nominated agencies maintenance charges for 02 (Two) years for the maintenance of the "APOLLO DB CITY" at the rate decided by the VENDOR. The VENDEE/S shall also keep a security deposit equivalent to 02 (Two) years of annual maintenance charges with the VENDOR. This security deposit shall be only used for the appropriation of the dues towards maintenance of the "APOLLO DB CITY". However the VENDEE/S shall be responsible to makeup this appropriated dues from the securities deposit and in case of prolonged default on their part, they shall be liable to pay the penalties as levied by the Vendor or the maintenance agency or the maintenance body. The VENDOR or the maintenance body shall utilize this amount as maintenance charges for these years. The maintenance charges are presently fixed at minimum and shall be revised at any time even in the said period of 02 (Two) years or later by the VENDOR or the Maintenance body as per their discretion on the basis of expenditure. Maintenance charges shall become payable from the date of possession of the SAID APARTMENT. The entire Group Housing i.e. "APOLLO DB CITY" shall have a single maintenance agency or body.

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For Divya Dev Developers Pvt. Ltd.

Director



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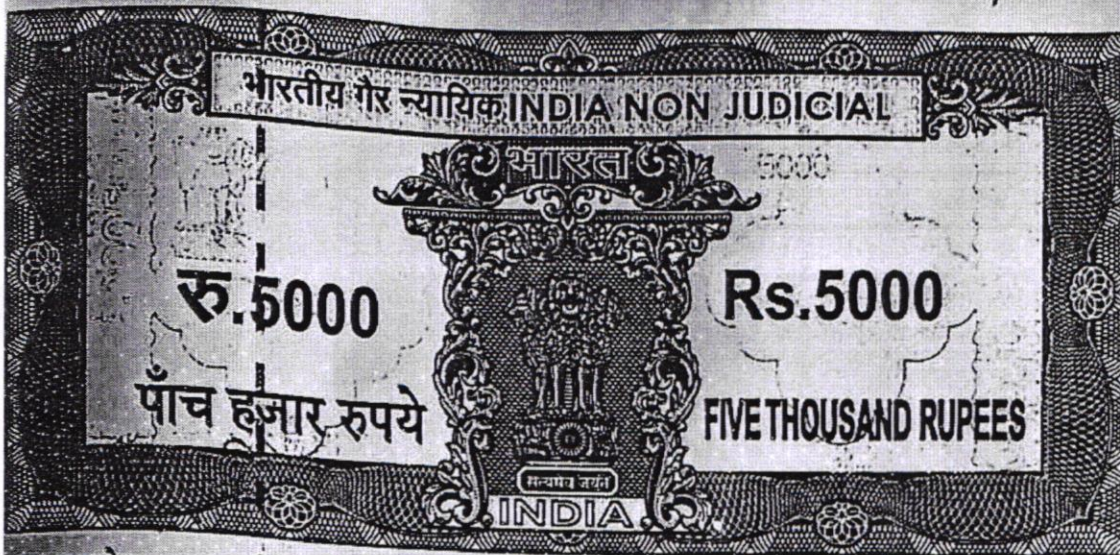
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- (7) The VENDEE/S agrees that they will pay maintenance charges alongwith the Service Tax as applicable and they will also pay any other taxes, charges or duties charged in future by the GOMP or any other Competent Authority.
- (8) That the VENDOR have informed the VENDEE/S that they shall prepare a Maintenance and Upkeep Manual for the Group Housing Apollo DB City. The Manual shall contain Terms & Conditions for proper Upkeep, Maintenance and do's & don'ts to maintain the Architectural and Visual features, Landscaping, Common Spaces, Parking, Services, Facilities, amenities etc. It shall also contains the obligations and privileges of the apartment owners / tenants, their rights, duties etc. The VENDEE/S along with its transferee in interest hereby covenant with the VENDOR to abide by all the terms & conditions, obligation, rights & duties, etc to be contained in the maintenance & upkeep manual of the "Apollo DB City".
- (9) That the VENDEE/S shall become a member of the Apollo DB City Condominium that shall be formed by all the Owners of the apartments of all the Blocks in "Apollo DB City" as per Para [F] above constructed on the SAID LAND. As a member, the VENDEE/S shall abide by the rules and byelaws framed by the said association which is the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads,

For Divya Dev Developers Pvt. Ltd.

Director

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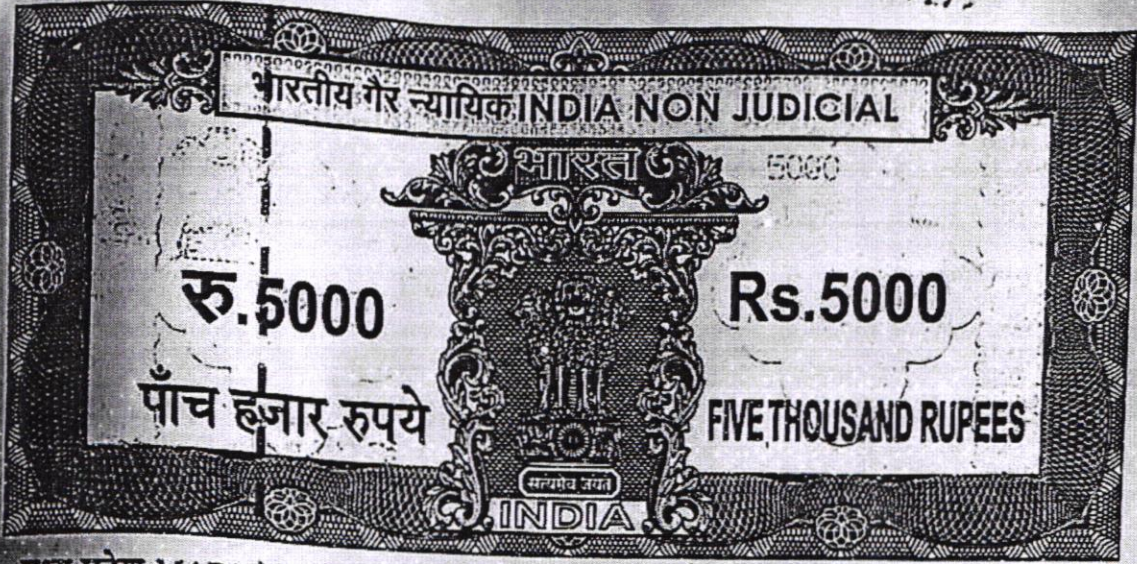
recreational facilities, gardens, drainage, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amounts as may be decided to the association every month for the proper maintenance of the common services. If the VENDEE/S ever fails to pay maintenance charges for his/her/their apartment, the association shall be entitled to disconnect and stop providing all or any services to the SAID APARTMENT including water, electricity, etc.

(10) The common facilities and services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and other properties of common enjoyment in the "Apollo DB City", shall vest jointly with the owners of the various apartments / spaces of all the Blocks as per Para [F] above. All these common facilities and services shall be maintained, managed and administered by the Apollo DB City Condominium or its nominated agencies and the VENDOR shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid blocks or the common facilities etc., or on any other account whatsoever after the Apollo DB City Condominium is formed.

For Divya Dav Developers Pvt. Ltd.

  
Director

  
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मध्य प्रदेश MADHYA PRADESH

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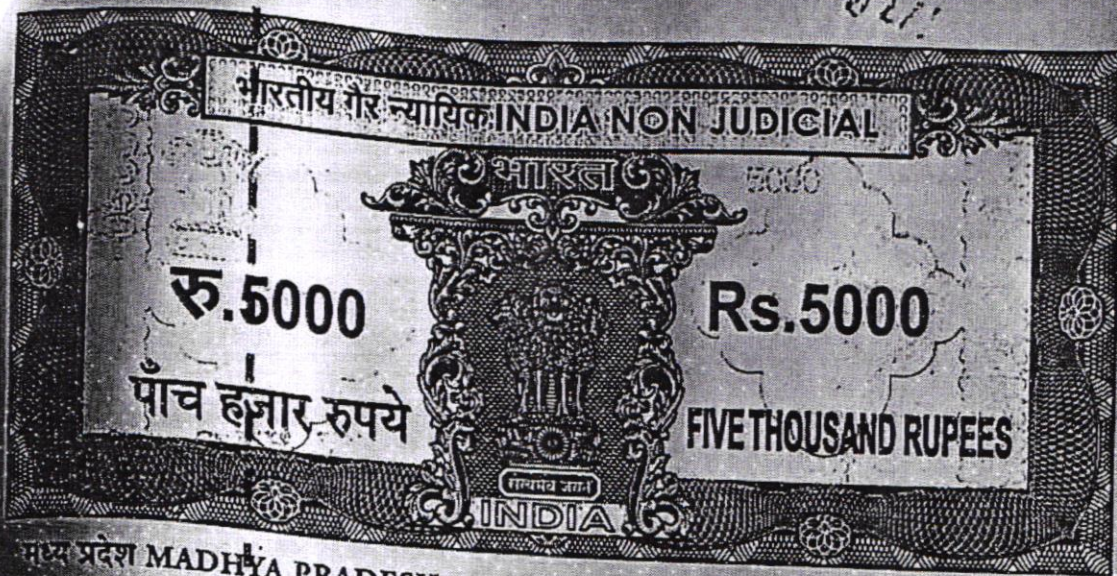
- (11) The VENDEE/S alone shall be liable and responsible for payment of all maintenance and usage charges, levies, rates, taxes, assessment, duties etc., assessed or payable to the Municipal Authorities or other local bodies or authorities in respect of the SAID APARTMENT from the date of delivery of its possession by the VENDOR to the VENDEE/S.
- (12) That, the VENDEE/S shall pay their proportionate share of all taxes including diversion tax, levies, charges on the above said land and for the entire Group Housing Apollo DB City or for Apollo DB City Condominium. This proportionate share of the VENDEE/S shall be decided on the basis of the area of the said apartment being held by the VENDEE/S.
- (13) That the terrace and terrace rights, rights of further permissible construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the VENDOR and the VENDEE/S shall not have any right, title or claim thereon. The VENDOR shall have absolute rights to deal with the same in any manner they deems fit without any objection whatsoever from the VENDEE/S. The VENDEE/S further acknowledges that the VENDOR shall have the unfettered right to lease or grant license for usage of the terrace/s of the Multistoried

For Divya Dev Developers Pvt. Ltd.

Director

*[Signature]* Contd...15





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- Buildings in the townships or its part to any person or for establishing towers for Mobile or communication network or for erecting hoardings or neon signs etc. without any hindrance from the VENDEE/S and VENDEE/S shall not have objection directly/indirectly in this regard.
- (14) That this block shall always be called as named in Para [F] above and all the blocks as contained in Para [F] above shall collectively be called "Apollo DB City" and the name thereof shall not be changed.

**THE VENDEE/S HEREBY DECLARES AND UNDERTAKES THAT :-**

- (1) Shall become and continue the membership of the Association formed under Section 18 of The Madhya Pradesh Prakoshtha Swamitwa Adhiniyam till such time that they are in Ownership of the SAID APARTMENT and shall pay the monthly maintenance charges regularly as fixed by the Apollo DB City Condominium ; and
- (2) Abide by the Rules, regulations and all directives of the Condominium; and
- (3) Shall not transfer or alienate the SAID APARTMENT without the written consent of the Condominium and without clearing all the Outstanding Dues of the Condominium; and

For Divya Dev Developers Pvt. Ltd.

Director

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मध्य प्रदेश MADHYA PRADESH

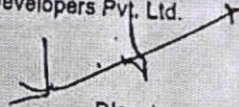
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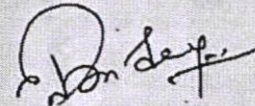
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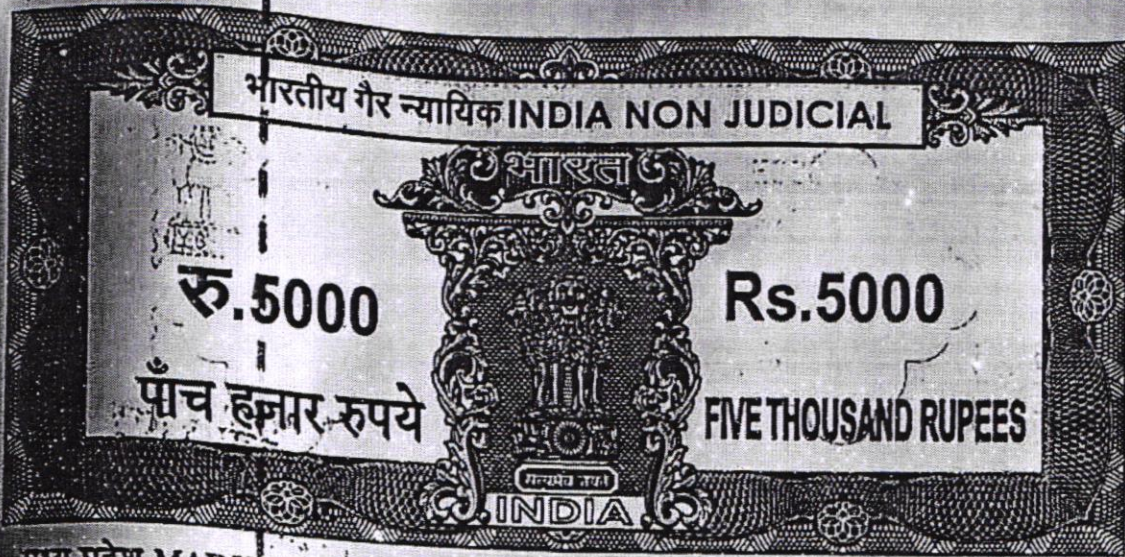
- (4) Pay all charges payable to various departments with applicable service tax for obtaining services and / or connections to the SAID APARTMENT such as charges for Electricity (including but not limited to MPSEB connection (temporary / permanent), Telephone, Water, Sewer etc. including Security Deposit for sanction and release of such connection/s as well as informal charges pertaining thereto in addition to the price of the Scheduled Apartment. In case the charges for the above are made payable for the entire township then the same be borne by VENDEE/S proportionately. The VENDEE/S shall not be entitled to seek extra load in the electricity connection without prior approval of the Association and all the charges for the same shall be borne by them; and
- (5) Pay the monthly maintenance charges, club house subscription, dues and other charges for Electricity, Generator and other dues as made applicable by the Condominium from time to time each month and further acknowledges that the Condominium shall be entitled to recover its dues and outstanding bills as per provisions of M.P. Prakoshtha Swamitwa Adhinyam; and
- (6) Keep and maintain the SAID APARTMENT and the surrounding areas, common areas in a clean and hygienic manner and shall not do or cause to be done any Act which is detrimental to the hygiene or cleanliness of the Township and its Common Areas; and participate in the efficient working of the Condominium; and

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For Divya Dev Developers Pvt. Ltd.

  
Director





मध्य प्रदेश MADHYA PRADESH

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# 17 #

- (7) Keep harmonious atmosphere in the Township and maintain decorum in the Township with fellow residents ; and
- (8) In the event of transfer of the SAID APARTMENT by the VENDEE/S by Sale / Lease / Gift / Mortgage / Assignment the document of transfer / conveyance shall not contain any condition or stipulation which is inconsistent with the terms and conditions of this Sale Deed ; and
- (9) Not to cause any hindrance or obstruction in the construction activity being carried out by the VENDOR presently till completion of the entire project i.e. Apollo DB City. The VENDEE/S further undertake not to take any objection for the same on ground of noise, nuisance, disturbance or for any other reasons of any nature.

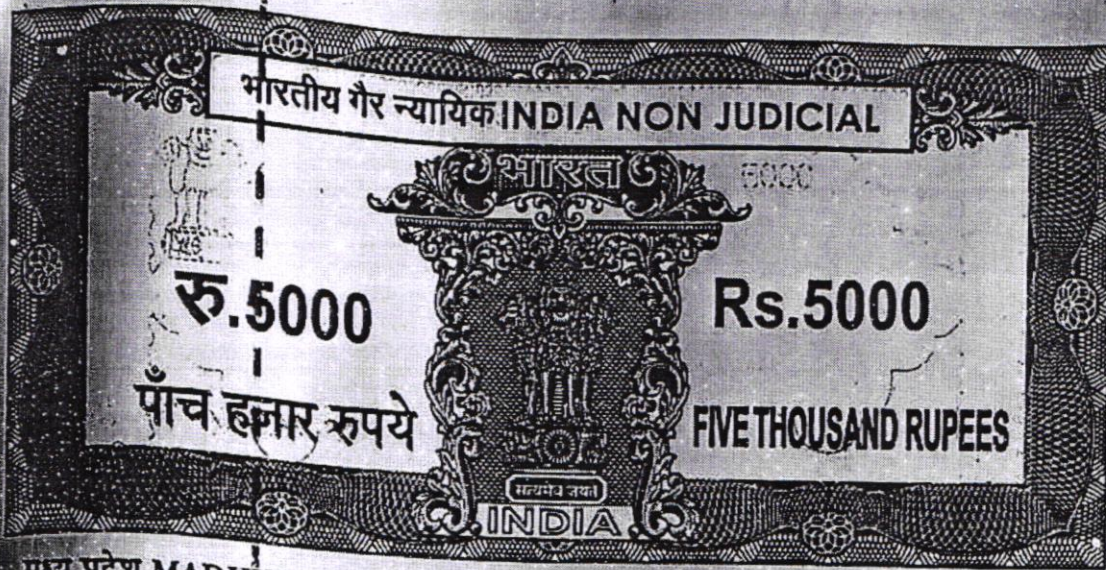
THE VENDEE/S HEREBY RESTRICTED TO :-

- (1) That, the VENDEE/S shall not do or cause to be done any act or omission which in any manner restricts the use of common areas for the other residents of the Township.

For Divya Dev Developers Pvt. Ltd.

Director

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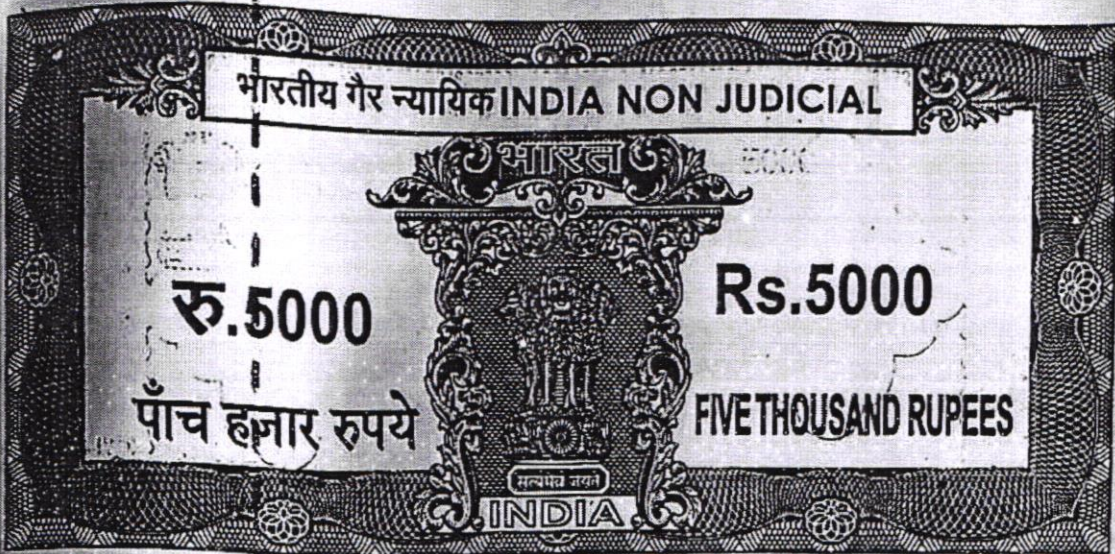
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- (2) That, the VENDEE/S shall not demolish or cause to be demolished the walls / common walls of the SAID APARTMENT or any part thereof, nor at any time make or cause to be made, any additions or alterations of whatsoever nature in or to the SAID APARTMENT or any part thereof, or any alternations in the elevation/arcade, closing/covering of the terrace or balconies and change the outside colour scheme of the SAID APARTMENT and shall keep the sewers, drains and pipes in the premises and appurtenances thereto, in good tenable repair and conditions and shall not chisel or in any other manner damage the columns beams walls, stalls or RCC Partis or carry out other structural alterations in the Scheduled Apartment.
- (3) That, the SAID APARTMENT being sold by the VENDOR to the VENDEE/S is only for being used as a Residence. The VENDEE/S shall not be permitted to use the SAID APARTMENT for any commercial activities such as Offices, Coaching Class, Shops, Stores, School, Classes, Hostels etc. in the Said Apartment.

For Divya Dev Developer Pvt. Ltd.

Director

Contd...19



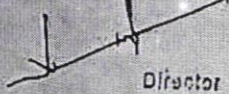
मध्य प्रदेश MADHYA PRADESH

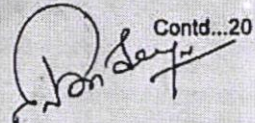
F 704974

# 19 #

- (4) That, in case the VENDEE/S wishes to rent/lease out the SAID APARTMENT then the VENDEE/S shall be required to give the details of the persons to whom the SAID APARTMENT is being rented/leased out along with photographs or such other identification to the Condominium and in case of any objection by the Condominium the VENDEE/S shall be duty bound to terminate such tenancy. The VENDEE/S shall also be required to give details of their servants/in-house employees to the Condominium.
- (5) That, the VENDEE/S shall not store any illegal inflammable articles or any explosive in the SAID APARTMENT and shall not permit the SAID APARTMENT to be used for any illegal or unlawful activity. Similarly the VENDEE/S shall not use any Loud Speakers or High Voltage Audio or Video Systems that might cause any nuisance or discomfort to the other residents of the Township.
- (6) That, the VENDEE/S shall not hold any religious/domestic or commercial function/s in the common areas without a previous written consent of the Condominium and in no case the VENDEE/S shall dig/make or erect any temporary or permanent structure of worship in the common areas of the Township.

For Divya Dev Developers Pvt. Ltd.

  
Director

  
Contd...20



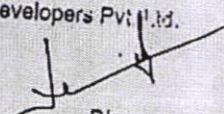
मध्य प्रदेश MADHYA PRADESH

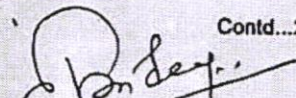
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# 20 #

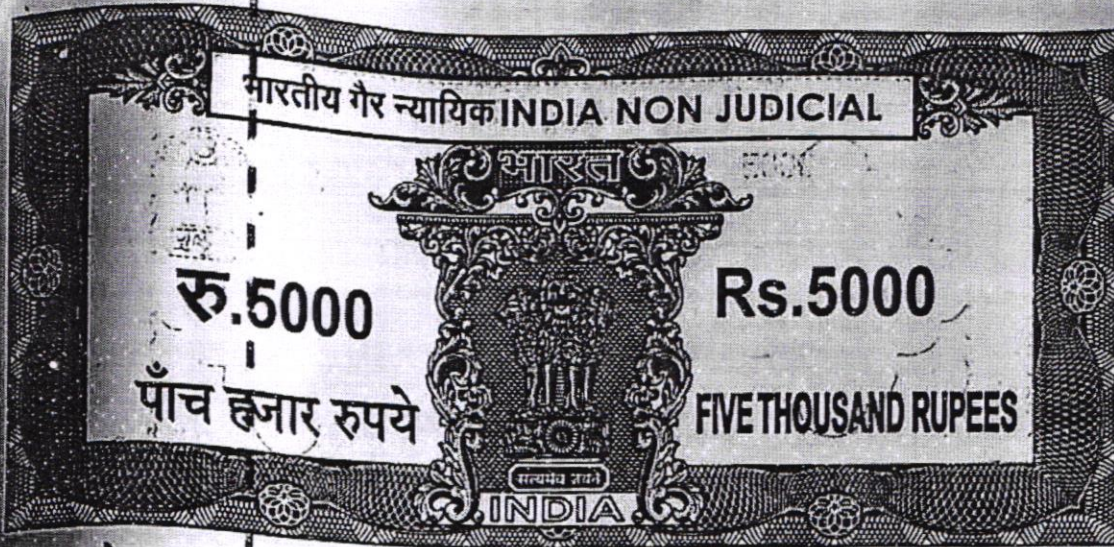
- (7) That, the VENDEE/S shall not fix, or place any hoardings, advertisement, sign board, banners etc. on the exterior of the SAID APARTMENT or on common areas. The name plate for the occupant shall only be placed on the allocated area of the fixed size.
- (8) That, the VENDEE/S shall be required to park their vehicles in the parking space marked for them and shall not park vehicle/s in other common areas or other parking spaces marked for other Apartment Holders of the "Apollo DB City".
- (9) That, the VENDEE/S shall not give any outlet for drainage of water from Air Conditioning Units in any common area and shall join such outlet to the outlet duct/sewerage/water pipe or others.
- (10) That the VENDEE/S shall keep and maintain the SAID APARTMENT in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the VENDEE/S shall not ;
- (a) throw dirt, rubbish etc, in any open place, compound, etc.
- (b) use the apartment for illegal and immoral purpose:

For Divya Dev Developers Pvt. Ltd.

  
Director



Contd...21



मध्य प्रदेश MADHYA PRADESH

F 704976

# 21 #

- (c) use the apartment in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other apartment etc.,
- (d) store extraordinarily heavy material therein;
- (e) do such things or acts which may render void, or void able any insurance on the building or part thereof;
- (g) Install grills or shutters in the balconies, main door, etc.
- (h) change the external appearance of the building;
- (i) Install cloths drying stands or other such devices on the external side of the building.

[J] AND WHEREAS, any non-enforcement of any conditions of Sale Deed by the VENDOR shall not amount to waiver of any of the conditions of the Sale Deed and shall not prejudice the rights of the VENDOR for subsequent enforcement of its rights.

[K] AND WHEREAS, if any provisions of this Sale Deed will be determined to be void or unenforceable under applicable law, such provision will be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed to conform to applicable law and the remaining provisions of this Indenture will remain valid and enforceable.

For Divya Dev Developers Pvt. Ltd.

Director

*[Handwritten Signature]* Contd...22



मध्य प्रदेश MADHYA PRADESH

F 704978

# 23 #

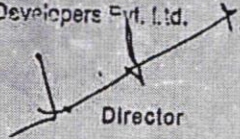
through it's director has executed the said sale deed and the said attorney i.e. Shri Amit Mantri by virtue of that power of attorney has affixed his thumb impression before the Sub-Registrar, Indore to complete the sale of the said apartment. The said power of attorney is still maintainable and executor is alive and these power of attorney have not been cancelled yet.

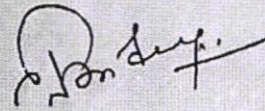
THE FIRST SCHEDULE ABOVE REFERRED TO :

All the piece and parcel of land admeasuring about 48578 Square Mtr. being part of Survey No. 25/3, 32/2 Part, 32/1/1 Part & 25/2/1 Part of Village Nipania, Tehsil & Distt.-Indore, which is bounded as follows:-

- Towards North : Land of Survey No. 25/2 Part and 25/3 Part  
Towards South : Land of Survey No. 32/1/2  
Towards East : Land of Survey No. 25/2 Part, 25/4 Part  
and 32/2 Part  
Towards West : Main Road

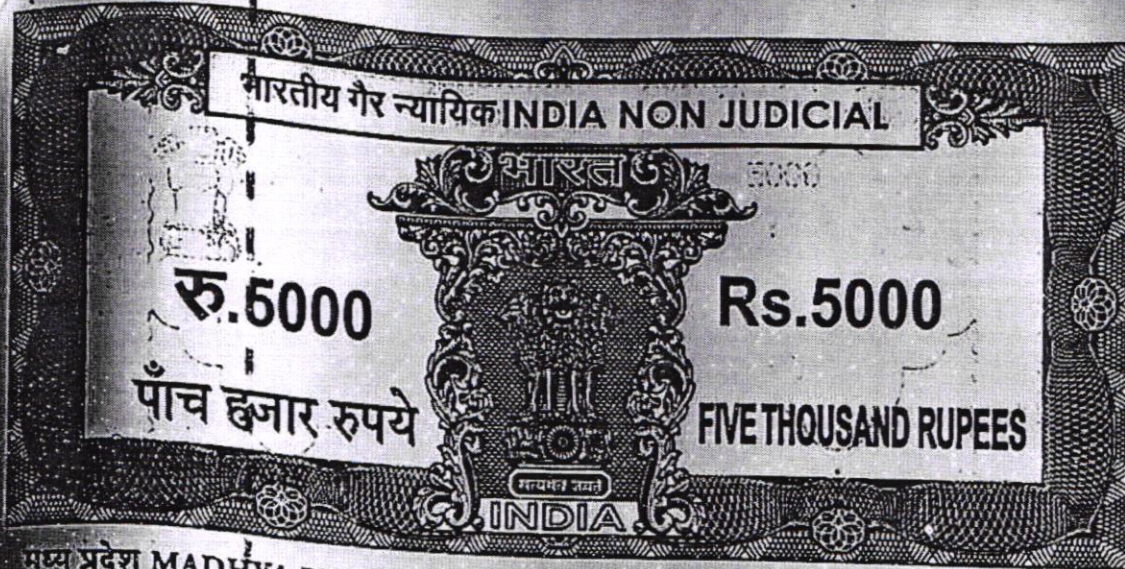
For Divya Dev Developers Pvt. Ltd.

  
Director



Contd...24





मध्य प्रदेश MADHYA PRADESH

F 704977

# 22 #

[L] AND WHEREAS, that, it is hereby agreed and understood explicitly between the parties hereto the VENDEE/S shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this sale deed.

[M] AND WHEREAS, that the VENDEE/S has paid for the preparation of this Deed its Stamp Duty, Registration Fee and all required duties, Incidental Expenses, legal fees, cess etc. In case of any future demand raised from registration department/ authority regarding this sale the same shall be paid by the VENDEE/S alone.

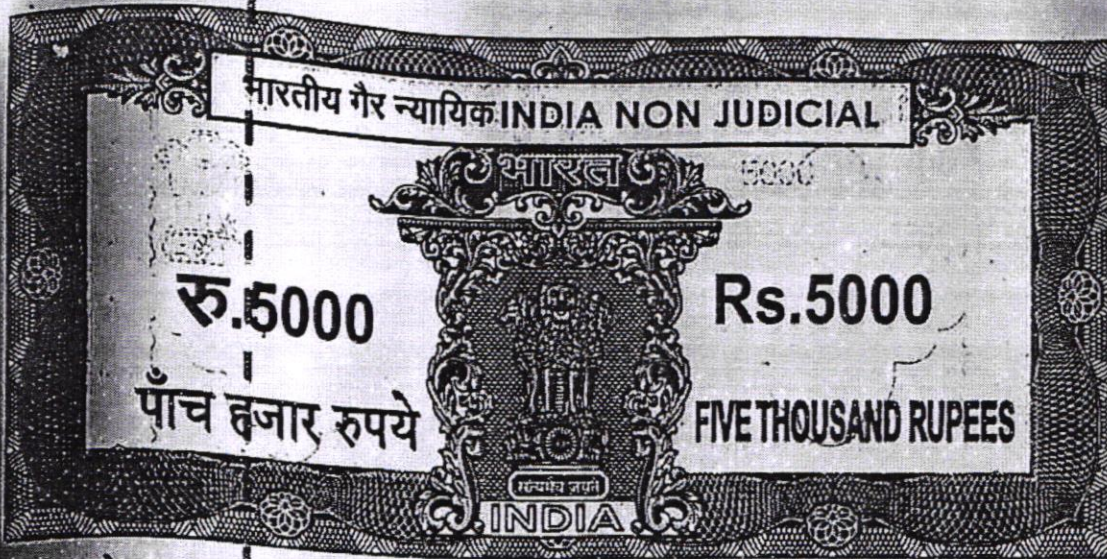
[N] AND WHEREAS, any reference in this Sale Deed to any one gender, masculine or feminine includes the other and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Sale Deed refer to this entire Indenture and not to the particular provision in which the term is used unless the context otherwise requires.

[O] That, the Vendor company through its director has executed a Authenticated Power of Attorney before the Sub-Registrar, Indore, Section (7) bearing Registration No. 4-A/1628/2012, dated 25 March, 2012 bearing authentication no. 8 in favor of Shri Amit Mantri S/o. Shri Mohanlalji Mantri and the Vendor company

For Divya Dev Developers Pvt. Ltd.

Director

Contd...23



मध्य प्रदेश MADHYA PRADESH

F 704980

# 24 #

THE SECOND SCHEDULE ABOVE REFERRED TO

The Said Building called ELDORA-I being part of Block No-B (referred to as ELDORA in Para (F)) shall consist of one parking floor at ground level with First Floor to Ten Floor having Four Apartments on each floor, all for residential purpose along with the rights to use common areas and facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO

All that portion forming Apartment No. 403 on the Fourth Floor in ELDORA-I admeasuring 1400 Sq. Ft. i.e. 130.09 Sq. Mtr. of builtup area together with proportionate undivided share of the said land on which the building has been constructed with further right to use of all common areas, passages, privileges, benefits of the Block and of the Township Apollo DB City. The SAID APARTMENT marked in 'Red' in the plan enclosed and bounded as under:

- Towards East : Unit No. 404 of ELDORA-I
- Towards West : Unit No. 408 of ELDORA-II
- Towards North : Common Passage of the Building
- Towards South : Building M.O.S.

For Divya Dev Developers Pvt. Ltd.

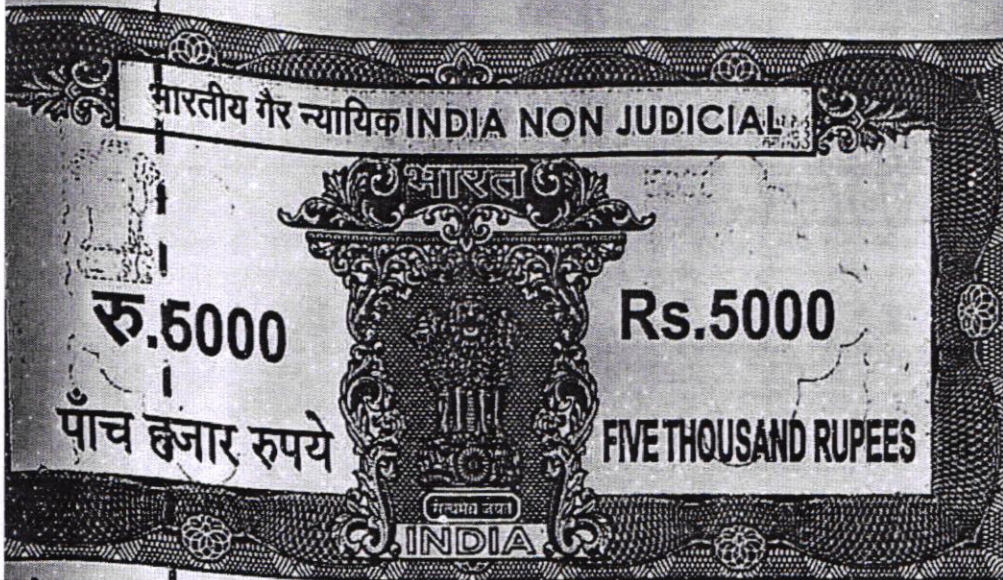
Director

Contd...25

1.2

2011





प्रदेश MADHYA PRADESH

F 704981

# 25 #

IN WITNESS WHEREOF WE THE VENDOR and the VENDEE/S HAVE  
HERE UNTO SET AND SUBSCRIBED OUR HANDS ON THIS 12 DAY OF  
NOVEMBER 2012.

WITNESS :

(1) [Signature]  
Name Shyam Ranade  
S/o Late Shri M.N. Ranade  
Add. 149- V.I.P. Parapur  
Indore

(2) [Signature]  
Name Dr. S.S. Pandey  
S/o Shri S.P. Pandey  
Add. G-41, Vaiterwadi  
College Road Indore  
MIDW

EXECUTANTS

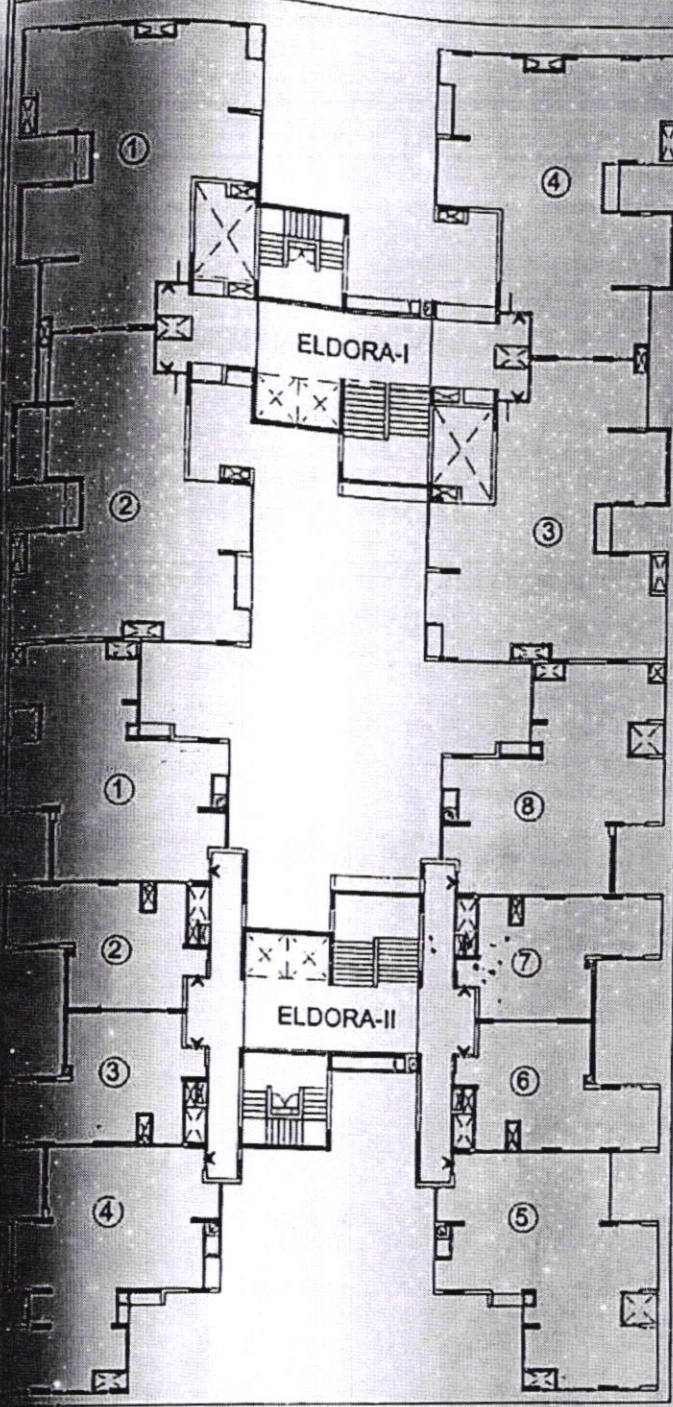
[Signature]  
(Nirmal Agrawal)  
Director-  
Divya Dev Developers Pvt. Ltd.  
VENDOR

[Signature]  
(Nitin Pandey)  
VENDEE/S

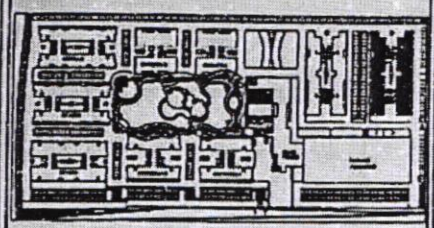
Drafted By Me

[Signature]

Muraza Anif, Advocate  
B-45, New Siyaganj, Mall Godown Road,  
INDORE, Mobile.98270-28152,98264-28152.



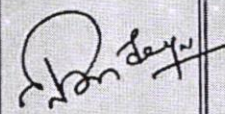
FLOOR PLAN SHOWING UNIT NO **403**  
 ON **FOURTH** FLOOR OF BUILDING  
 ELDORA, BLOCK NO. 'B'  
 AT APOLLO DB CITY VILLAGE NIPANIA  
 DIST. & TEHSIL INDORE (M.P.)



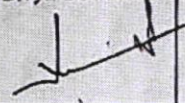
KEY PLAN

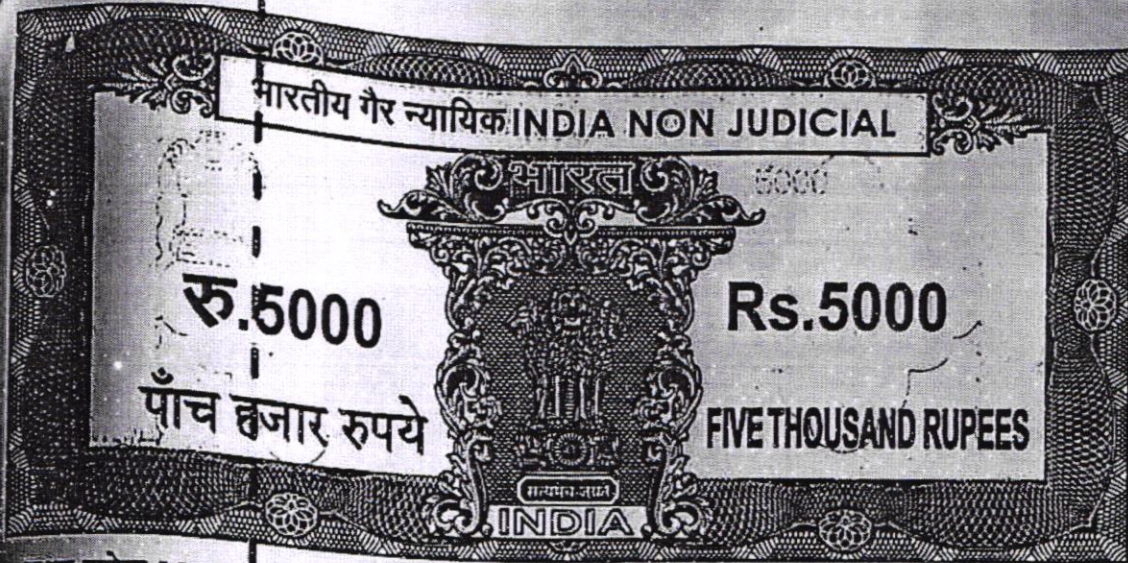


OWNER :-  
 DIVYA DEV DEVELOPERS  
 PVT. LTD.  
 6, DWARKA SADAN, PRESS  
 COMPLEX  
 M.P. NAGAR ZONE-I BHOPAL  
 (M.P.)

PURCHASER :-  


For Divya Dev Developers Pvt Ltd.

  
 Director



मध्य प्रदेश MADHYA PRADESH

F 704984

**STAMP ATTACHED WITH THE SAID DOCUMENTS**

**VENDOR** : Divya Dev Developers Private Limited.  
registered office at 205, 'Apollo Arcade',  
1/2, Old Palasia, INDORE (M.P.)  
through its Director:  
Shri Nirmal Agrawal S/o. Shri Ramratanji Agrawal,  
Resident of 115, Vaikunthdham Colony, INDORE (M.P.)

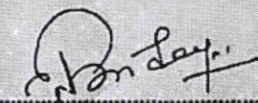
**VENDEE/S** : Shri Nitin Pandey S/o. Dr. S.S. Pandey,  
Resident of G-41, Veterinary Collage, Rasalpura, Mhow (M.P.)

**EXECUTANTS**

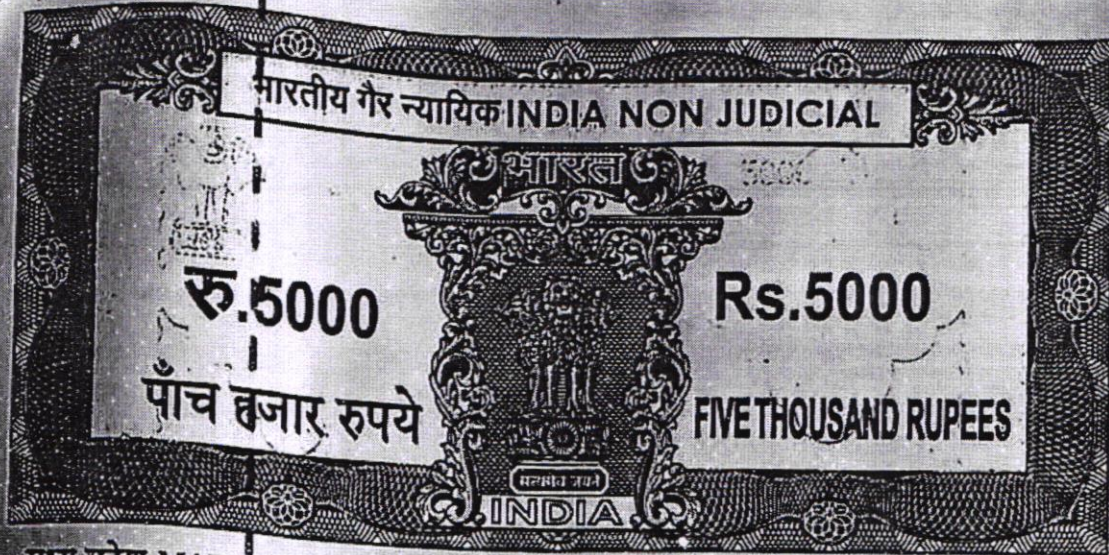
  
.....  
(Nirmal Agrawal)

Director

Divya Dev Developers Pvt. Ltd.  
**VENDOR**

  
.....  
(Nitin Pandey)

**VENDEE/S**



मध्य प्रदेश MADHYA PRADESH

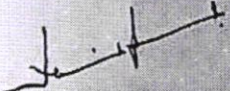
F 704983

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Resident of 115, Vaikunthdham Colony, INDORE (M.P.)

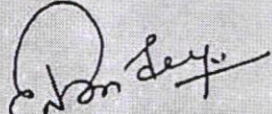
**VENDEE/S** : Shri Nitin Pandey S/o. Dr. S.S. Pandey,  
Resident of G-41, Veterinary Collage, Rasalpara, Mhow (M.P.)

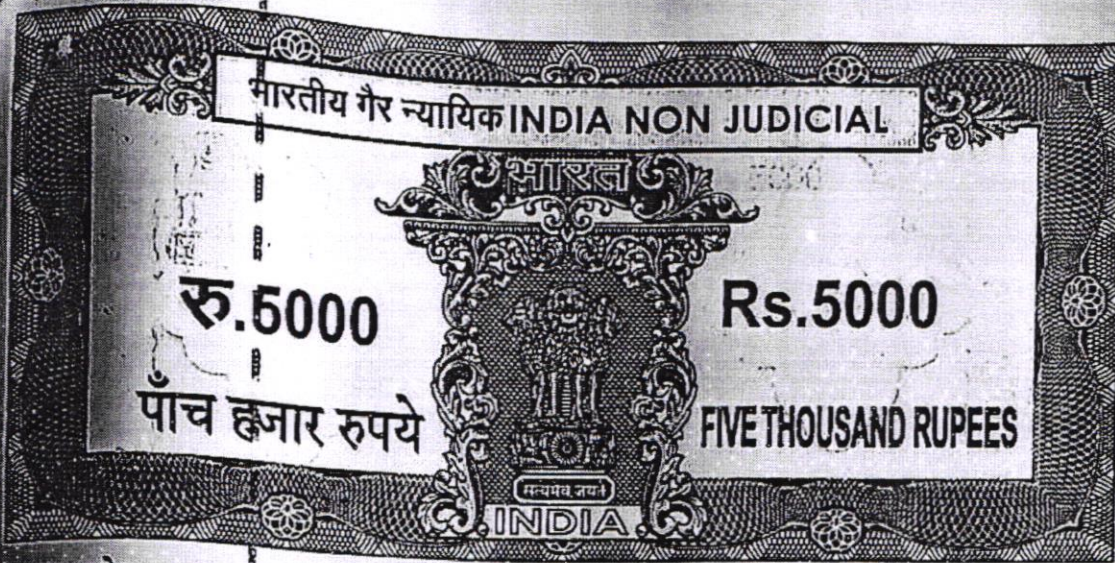
**EXECUTANTS**

  
.....  
(Nirmal Agrawal)

Director-

Divya Dev Developers Pvt. Ltd.  
**VENDOR**

  
.....  
(Nitin Pandey)  
**VENDEE/S**



मध्य प्रदेश MADHYA PRADESH

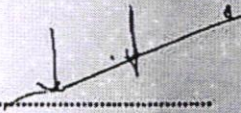
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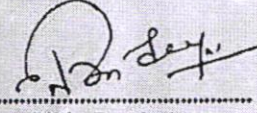
**VENDEE/S** : Shri Nitin Pandey S/o. Dr. S.S. Pandey,  
Resident of G-41, Veterinary Collage, Rasalpura, Mhow (M.P.)

**EXECUTANTS**

  
.....  
(Nirmal Agrawal)

Director

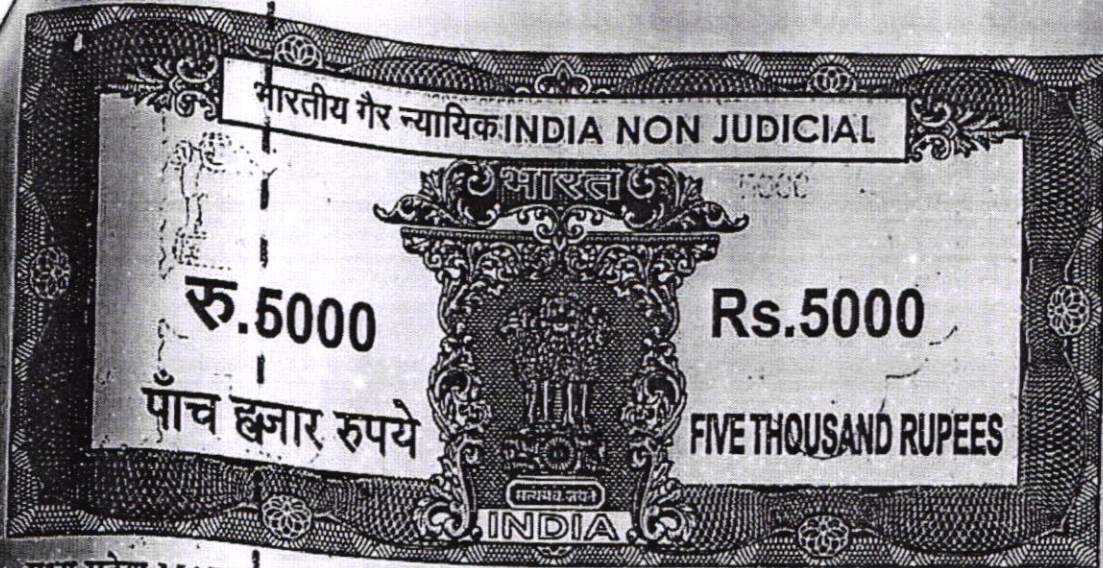
Divya Dev Developers Pvt. Ltd.  
**VENDOR**

  
.....  
(Nitin Pandey)

**VENDEE/S**







मध्य प्रदेश MADHYA PRADESH

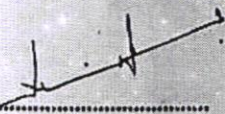
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Resident of 115, Vaikunthdham Colony, INDORE (M.P.)

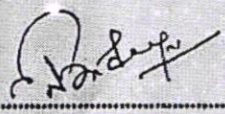
**VENDEE/S** : Shri Nitin Pandey S/o. Dr. S.S. Pandey,  
Resident of G-41, Veterinary Collage, Rasalpara, Mhow (M.P.)

**EXECUTANTS**

  
.....  
(Nirmal Agrawal)

Director-

Divya Dev Developers Pvt. Ltd.  
**VENDOR**

  
.....  
(Nitin Pandey)

**VENDEE/S**



मध्य प्रदेश MADHYA PRADESH

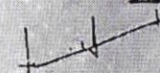
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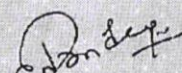
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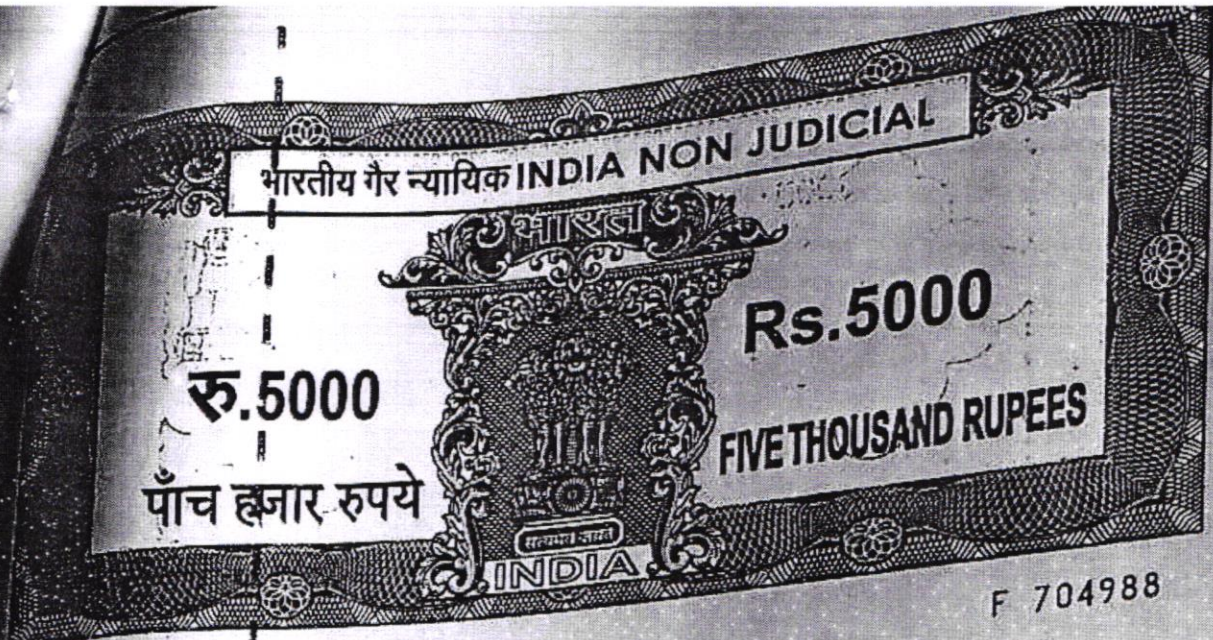
**VENDOR** : Divya Dev Developers Private Limited.  
registered office at 205, 'Apollo Arcade',  
1/2, Old Palasia, INDORE (M.P.)  
through its Director:-  
Shri Nirma Agrawal S/o. Shri Ramratanj Agrawal,  
Resident of 115, Valkunthdham Colony, INDORE (M.P.)

**VENDEE/S** : Shri Nitin Pandey S/o. Dr. S.S. Pandey,  
Resident of G-41, Veterinary Collage, Rasalpura, Mhow (M.P.)

**EXECUTANTS**

  
-----  
(Nirma. Agrawal)  
Director-  
Divya Dev Developers Pvt. Ltd.  
**VENDOR**

  
-----  
(Nitin Pandey)  
**VENDEE/S**



मध्य प्रदेश MADHYA PRADESH

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**VENDEE/S** : Shri Nitin Pandey S/o. Dr. S.S. Pandey,  
Resident of G-41, Veterinary Collage, Rasalpara, Mhow (M.P.)

**EXECUTANTS**

(Nirmal Agrawal)

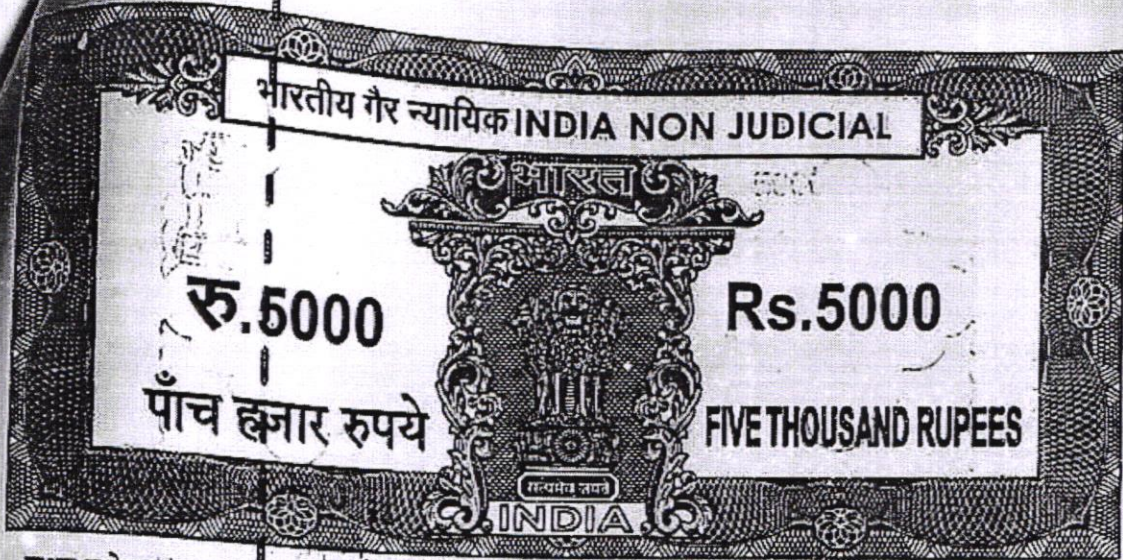
Director-

Divya Dev Developers Pvt. Ltd.

**VENDOR**

(Nitin Pandey)

**VENDEE/S**



मध्य प्रदेश MADHYA-PRADESH

F 704989

**STAMP ATTACHED WITH THE SAID DOCUMENTS**

**VENDOR** : Divya Dev Developers Private Limited.  
registered office at 205, 'Apollo Arcade',  
1/2, Old Palasia, INDORE (M.P.)  
through its Director-  
Shri Nirmal Agrawal S/o. Shri Ramratanji Agrawal,  
Resident of 115, Vaikunthdham Colony, INDORE (M.P.)

**VENDEE/S** : Shri Nitin Pandey S/o. Dr. S.S. Pandey,  
Resident of G-41, Veterinary Collage, Rasalpara, Mhow (M.P.)

**EXECUTANTS**

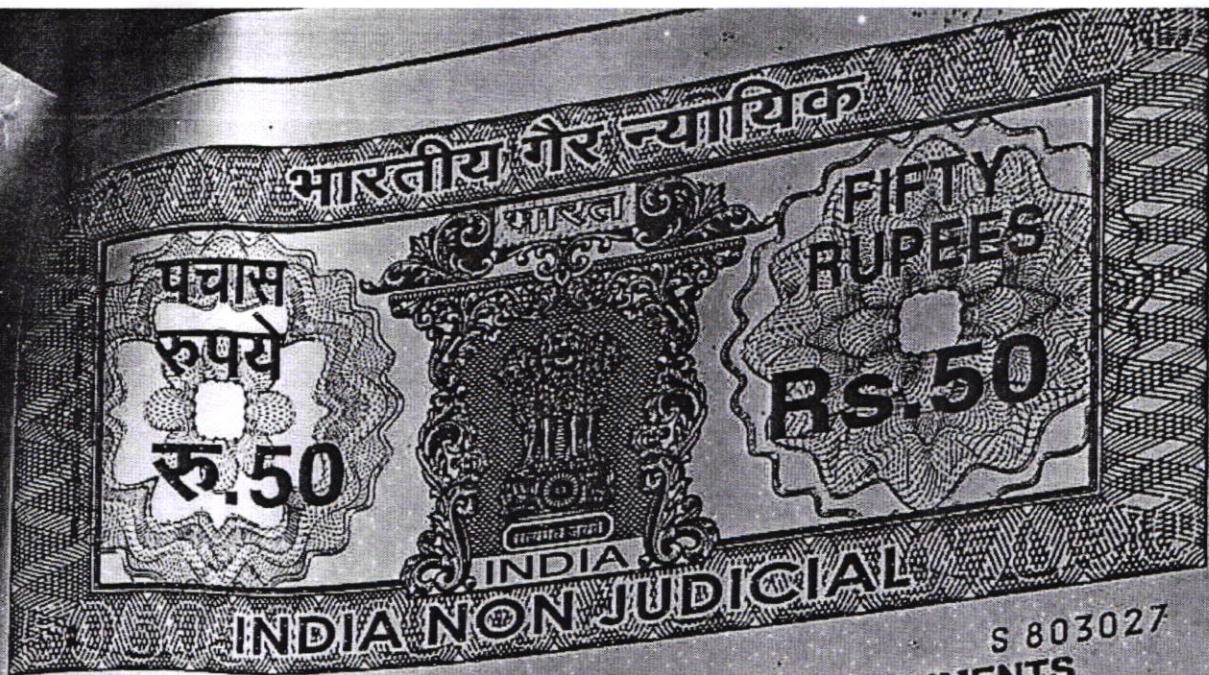
(Nirmal Agrawal)

Director

Divya Dev Developers Pvt. Ltd.  
**VENDOR**

(Nitin Pandey)

**VENDEE/S**



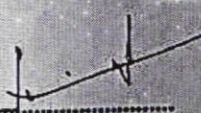
मध्य प्रदेश MADHYA PRADESH

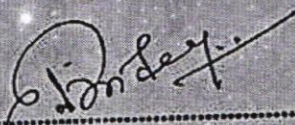
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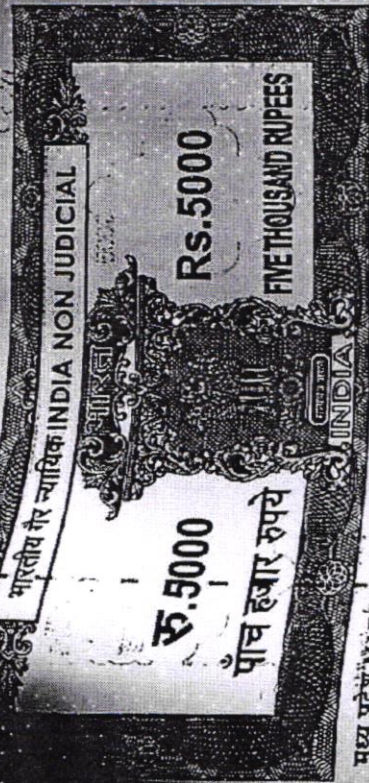
**VENDOR** : Divya Dev Developers Private Limited,  
registered office at 205, 'Apollo Arcade',  
1/2, Old Palasia, INDORE (M.P.)  
through its Director-  
Shri Nirmal Agrawal S/o. Shri Ramratanji Agrawal,  
Resident of 115, Vaikunthdham Colony, INDORE (M.P.)

**VENDEE/S** : Shri Nitn Pandey S/o. Dr. S.S. Pandey,  
Resident of G-41, Veterinary Collage, Rasalpara, Mhow (M.P.)

**EXECUTANTS**

  
.....  
(Nirmal Agrawal)  
Director-  
Divya Dev Developers Pvt. Ltd.  
**VENDOR**

  
.....  
(Nitn Pandey)  
**VENDEE/S**



मध्य प्रदेश MADHYA PRADESH F 704995

**STAMP ATTACHED WITH THE SAID DOCUMENTS**

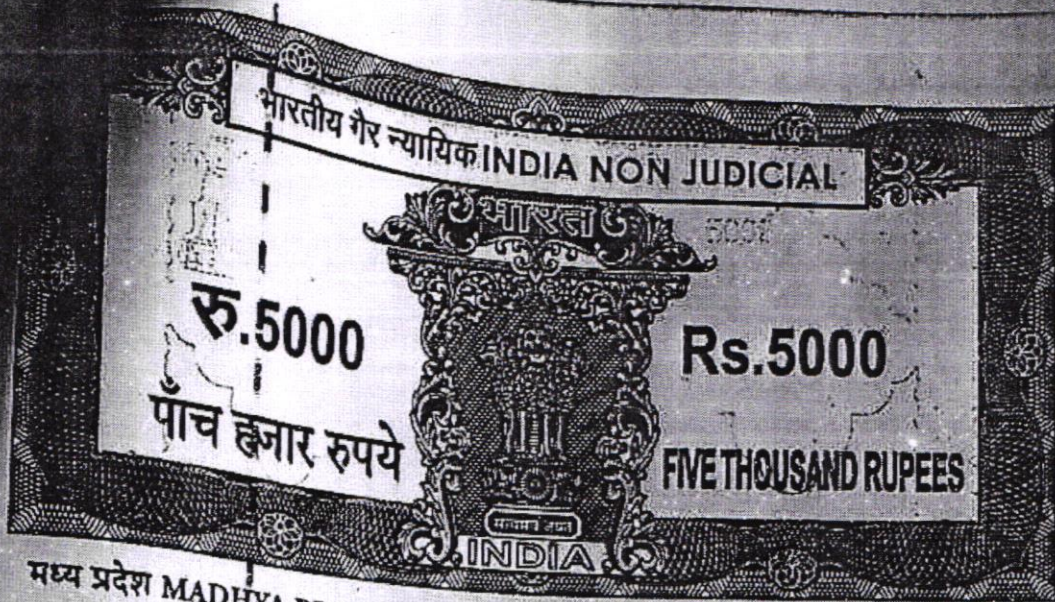
**VENDOR :** Divya Dev Developers Private Limited,  
registered office at 205, 'Apolo Arcade',  
1/2, Old Palasia, INDORE (M.P.)  
through its Director:  
Shri Nirmal Agrawal S/o. Shri Ramkrishna Agrawal,  
Resident of 115, Vaikunthham Colony, INDORE (M.P.)

**VENDEE/S :** Shri Nitin Pandey S/o. Dr. S.S. Pandey,  
Resident of G-41, Veterinary College, Razaipura, Mhow (M.P.)

**EXECUTANTS**

(Nirmal Agrawal)  
Director  
Divya Dev Developers Pvt Ltd.  
VENDOR

  
(Nitin Pandey)  
VENDEE/S



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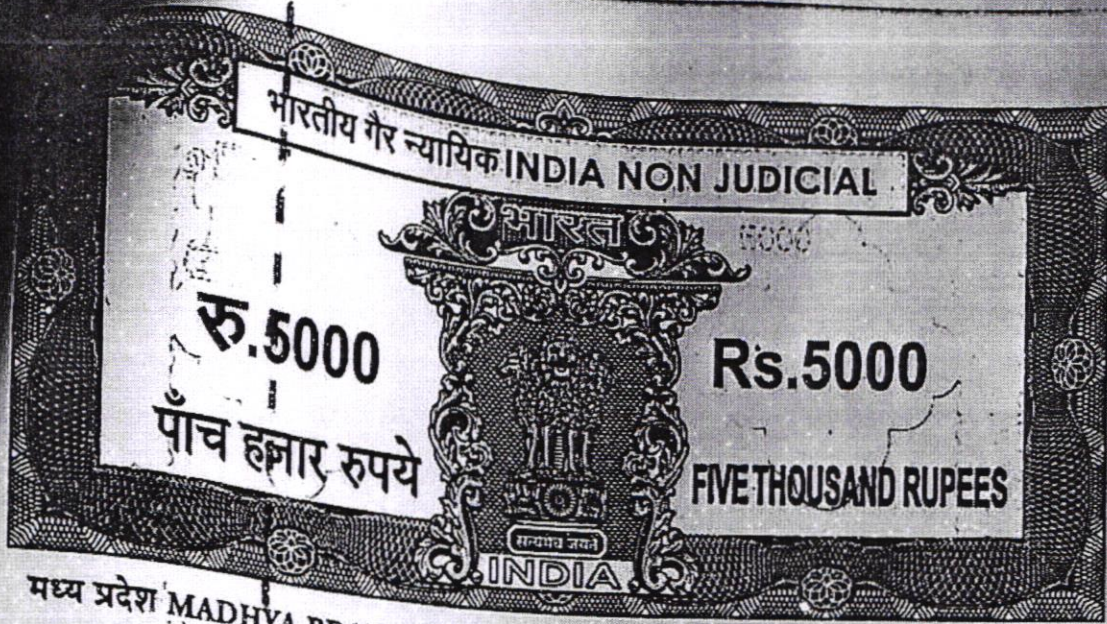
Director

Divya Dev Developers Pvt. Ltd.

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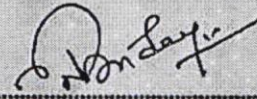
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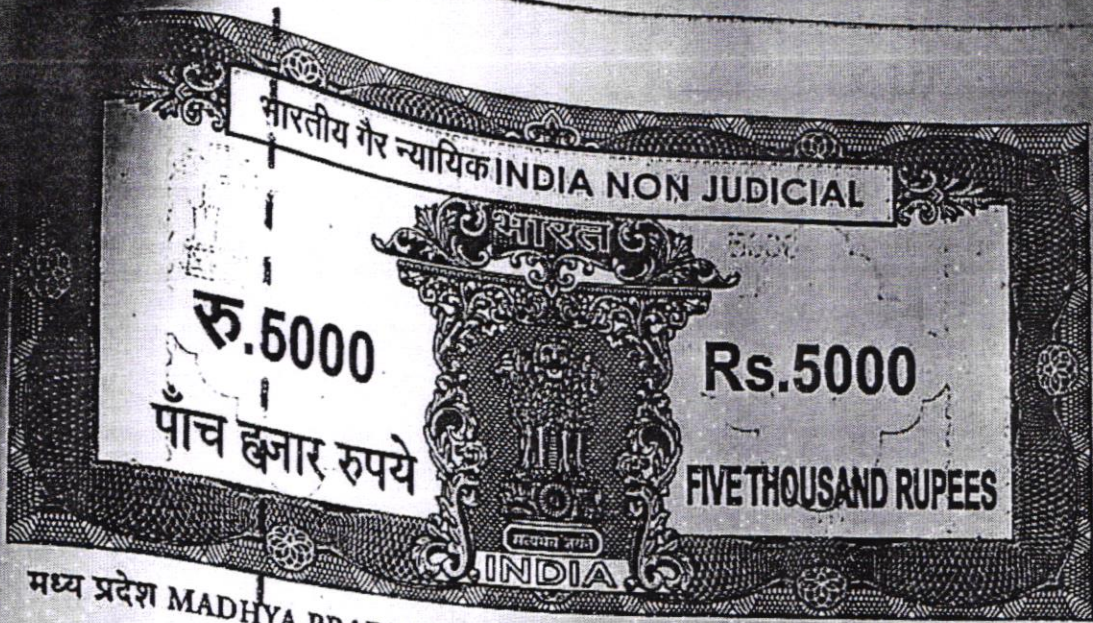
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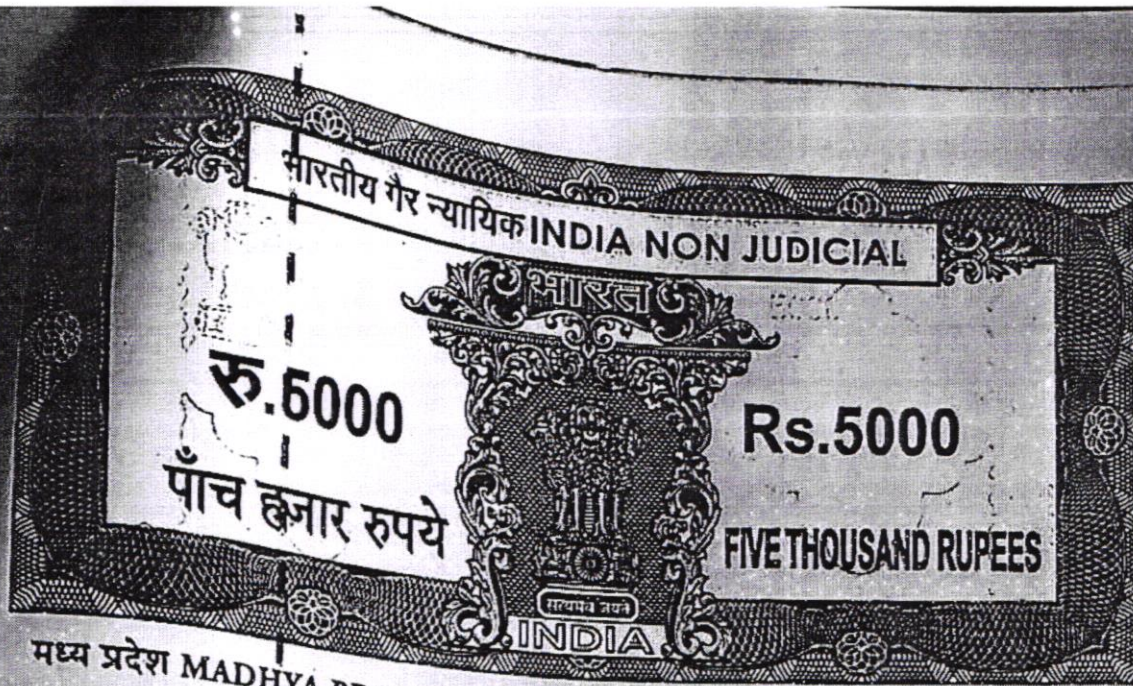
Director-

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**VENDOR**

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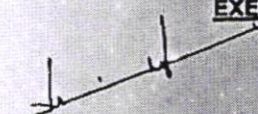
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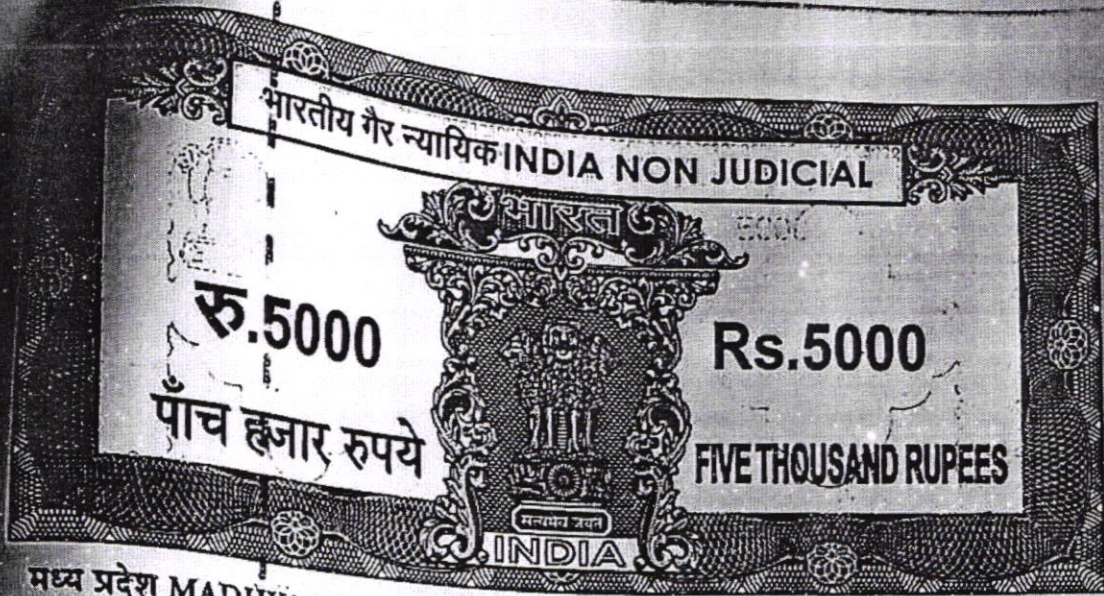
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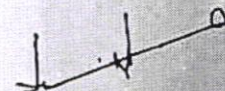
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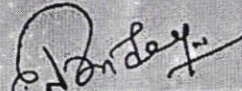
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