Reg. No.

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Book No.

1

29,534 2016-2017

## प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 29,534 आज दिनॉक 23/02/2017 को बही न: 1 जिल्द न: 13,147 के पृष्ठ न: 152 पर पॅंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 4,932 के पृष्ठ सख्या 55 से 56 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुटा मेरे सामने किये है ।

दिनॉंक 23/02/2017

उप/सयुँक्त पॅजीयन अधिकारी गुडगांवा as "Licences") which include provisions for plots, villas, convenient shopping, club, EWS, commercial units, independent floors, etc. However, this conveyance deed is confined in its scope to one such independent floor only, the details of which are given below.

- E. The Vendee had applied for allotment of an Independent floor vide Application dated 15-Jul-2009 in the said Project and accordingly unit no. EHF-350-I-SF-136 having Super Area 162.58 sq. mtrs. (1750 sq. ft.) constructed on 2nd floor of Plot No. I-136 admeasuring 292.64 sq. mtrs. (350 sq. yds.) in Block-I in the Said Project (hereinafter referred to as the "Said Independent Floor") was allotted to the Vendee, for a Sale Consideration of Rs. 64,50,000/- (Rupees Sixty Four Lakh Fifty Thousand only); and Buyer's Agreement dated 15-Dec-2009 (hereinafter referred to as the said "Agreement") was executed between the Vendors and the Vendee.
- F. Prior to the signing of the Agreement, the Vendee carried out the inspection of the Said Land, Licences with details of ownership of the Said Land, and other documents relating to the title, competency & all other relevant details to the satisfaction of the Vendee. The Vendee accepts and confirms that the Vendors have furnished all requisite information, clarification and explanations as required by the Vendee to its complete satisfaction. The Vendors represent that there is no defect in the ownership of the Said Land, and other documents relating to the title, competency & all other relevant details.
- G. The Vendors are well and sufficiently entitled to the Said Land and no one other than the Vendors, has any title, interest, right or claim of any kind whatsoever in the Said Land/Project/ Said Independent Floor and the Said Independent Floor, as on the date hereof, is free from all encumbrances and the Vendors hold unimpeachable and marketable right to convey, transfer, alienate and sell the Said Independent Floor;
- H. The Vendee confirms that the Vendee has verified the description and/or physical condition of the Project/Said Building/Said Independent Floor and/or the size, dimensions, etc. of the said Independent Floor or any other physical characteristics thereof, the services to be provided by the Vendors, the estimated facilities/amenities to be made available to the Vendee or any other data except as specifically contained in this Deed and that the Vendee has solely relied on his/her own judgment and investigation in this regard before deciding and/or agreeing to execute this Deed. The Vendee

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further confirms that no oral or written representations or statements made by any Party shall be valid or shall be considered to be part of this Deed, as this Deed being selfcontained and complete in itself in all respects, and as such the Vendors and the Vendee have desired to transfer the title of the said Independent Floor in favour of the Vendee on the terms and conditions contained herein.

I. On completion of construction, the Super Area of the said Independent Floor was measured to be 162.58 sq. mtrs. (1750 sq. ft.) and the Vendee has agreed and accepted the said Super Area and has paid the entire sale consideration, as mutually agreed to between the Parties and details of which are mentioned in the Schedule of Payment as detailed in Schedule - III; The occupation certificate for the building constructed on the plot admeasuring 292.64 sq. mtrs. (350 sq. yds.), which includes the Said Independent Floor has been granted by the authorities on 09-Jun-2016.

## NOW THEREFORE THIS CONVEYANCE DEED WITNESSETH AS UNDER:

1. In consideration for a sum of Rs. 64,50,000/- (Rupees Sixty Four Lakh Fifty Thousand only) paid by the Vendee, towards full and final sale consideration of the said Independent Floor with the proportionate share of the along External Development Charges (EDC), Infrastructure Development Charges (IDC) (the receipt of which the Vendors do hereby admit and acknowledge), and in terms of the Agreement, the Vendors do hereby sell, convey and transfer ALL THAT consisting of the said Independent floor No. EHF-350-I-SF-136 having Super Area 162.58 sq. mtrs. (1750 sq. ft.) constructed on 2nd floor of Plot No. I-136 admeasuring 292.64 sq. mtrs. (350 sq. yds.) in Block-I in the Said Project, fully described in SCHEDULE - I written hereunder and as per the typical floor plans, as annexed herewith as **Annexure-IV**, along with the exclusive right to use 02 (two) Nos. of earmarked car parking spaces and exclusive right to use earmarked terrace area for first floor and second floor owners along with one third undivided share in the plot area on which the building consisting of the said Independent Floor is constructed together with right to use of all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the said Independent Floor belonging or in any way appended therewith usually held as part and parcel thereof free from all encumbrances, charges, liens, lis pendens, litigation etc. absolutely unto the Vendee who has agreed to hold, enjoy and alienate the same on the terms and conditions written hereunder.

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- 2. The Vendee has been allotted right to exclusive use of earmarked Parking space no(s). EHF-350-I-SF-136-04 and EHF-350-I-SF-136-05 and the Vendee agrees and undertakes that such reserved car parking space(s) shall be an essential and integral part of the said Independent Floor and the Vendee shall not sell/ transfer/convey or deal with the said parking space(s) independent of the said Independent Floor.
- 3. That the total sale consideration payable for the said Independent Floor has been calculated on the basis of its Super Area (as specifically defined in Annexure - II) which comprises of the apartment area of the said Independent Floor and pro-rata share in the common areas and facilities within the building in which the said Independent Floor is situated. The Vendee shall have ownership of the said Independent Floor consisting of unit area only alongwith one third undivided share in the plot area on which the building consisting of the Said Independent Floor is constructed. The Vendee shall also have undivided proportionate interest in the common areas and facilities within the building in which the said Independent Floor is situated. The Vendee understands that this would require the Vendee to use the common areas and facilities within the said building, harmoniously along with other floor owners / residents of the said building, without causing any inconvenience or hindrance to them. That in addition to the above, though not forming a part of the computation of super area, the Vendee shall be entitled, without any ownership rights, to exclusively use the earmarked parking space(s) specifically allotted to him/her for parking his/her vehicle(s).
- 4. The undivided share of land of the Vendee shall be to the extent of one third share of the plot area on which the said building is constructed. It is made abundantly clear and agreed by the Vendee that no other land(s) is / are forming part of this Deed and the Vendee shall have no right, title or interest of any kind whatsoever on any other land(s) of the Said Project, except to the extent of using only such general commonly used open areas and facilities within the said Project as precisely listed in Annexure I), subject to the timely payment of maintenance charges. However, the Vendee shall have only the right of ingress and egress and right to use such common areas and facilities in the manner and to the extent as would be permitted by this Deed or any other agreement/deed with the Vendors.
- 5. That it is specifically agreed and understood by the Vendee that all other lands, areas, facilities and amenities in the Said

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Project are specifically excluded from the scope of this Deed and the Vendee shall not be entitled to any ownership rights, rights of usage, title or interest etc., in any form or manner whatsoever in such lands, areas, facilities and amenities. Such lands, areas, facilities and amenities have not been included in the scope of this Deed and, the Vendee has not paid any money for use or ownership in respect of such lands, areas, facilities and amenities. The Vendee agrees that the ownership of such lands, areas, facilities and amenities vests solely with the Vendors and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Vendors.

- 6. The Vendee confirms that he has neither made any payment to the Vendors nor the Vendors have indicated/ promised/ represented / given any impression of any kind in an explicit or implicit manner whatsoever, that the Vendee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the plot on which the Said Independent Floor is situated save and except the use of general common areas (for the purpose of direct exit to a nearest public street, nearest road only) identified by the Vendors in their sole discretion and such identification by the Vendors in its plans now or in future shall be final, conclusive and binding on the Vendee. The Vendee confirms that all rights including the rights of ownership of such land(s), facilities and amenities (other than those within the Said Building in which the said Independent Floor is located) shall vest solely with the Vendors, its associate companies, its subsidiary companies who shall alone have the sole and absolute right/authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and/or any local body(ies) which the Vendors may deem fit in its sole discretion. It is further agreed by the Vendee that this clause shall be binding not only on the Vendee throughout the occupancy of the said Independent Floor by the Vendee but also on his/her legal representatives, successors, administrators, executors and assigns.
- 7. Power back-up may be provided subject to timely payment of maintenance charges from standby generators for all the units and shall be in addition to normal power back up for the common areas and common services within the said building. The total price of the said Independent Floor does not include the cost of electric fittings, fixtures, geysers, electric and water

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