

549

DEED OF APARTMENT

1. I/We, MAMTUMORDANI W/ MR. MANOJ KUMAR MANGLUANI
C/O MOHNI KAMARPATY ROAD FANCY BAZAR GURGAON HATY (ASSAM) hereby

declare that I/we am/are the first/present owner(s) of **Apartment No. GA/3/19/**
located on 19th Floor of already constructed called **New Town Heights**
situated in Sector 86 at revenue estate of Village Nawada Fatehpur, Tehsil
Manesar District Gurgaon, Haryana.

2. I/We derived title to the said Apartment by a Conveyance Deed bearing date
12-6-13 between M/s. Angelina Real Estates Pvt. Ltd., M/s. Seaberi
Builders and Developers Pvt., Ltd, M/s Philia Estates Developers Pvt. Ltd.,
M/s Gumvant Real Estates Pvt. Ltd., and M/s. DLF Home Developers Ltd.,
and myself/ ourselves, which inter-alia, also contained the contents of Deed of
Apartment as provided in Section 12 of the Haryana Apartment Ownership Act,
1983 and which are being reproduced in this Deed of Apartment as well, as
under:

i) Description of Land/Postal Address of the Property:

Apartment No. GA/3/19/
New Town Heights
Sector 86, Manesar
Gurgaon (Haryana)

ii) A Deed of Declaration has been registered as Document No. **554** on
22.05.2013 in the Office of the Sub-Registrar, Gurgaon under the Indian
Registration Act and true copy of the said Declaration has been filed in the
Office of the Director, Town & Country Planning, Haryana, Chandigarh, on
22.05.2013.

Surish

Reg. No.

Reg. Year

Book No.

549

2015-2016

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पेशकर्ता



गवाह

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|----------|----------------------|--|----------|--|
| पेशकर्ता | Thru- Suresh Mordani | | | |
| गवाह | Vijay Pal | | | |
| गवाह | Ravi Raj | | | |

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 549 आज दिनांक 12/06/2015 को बही न: 1 जिल्द न: 228 के पृष्ठ न: 138 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 204 के पृष्ठ सख्या 45 से 46 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 12/06/2015

उप/सयुक्त पंजीयन अधिकारी
 Manesar

STATE BANK OF INDIA

Sl. No. 455228

GSR / 001

RECEIPT

महरोली रोड, गुर्गाँव (01563)
Mch. Mah Road, Gurgaon (01563)

Branch

Code No.

STATE BANK OF INDIA

Received a sum of ₹ 113280/-

(Rupees) One Lakh thirty two thousand eight hundred only

from Smt. / Shri

s/o d/o w/o

residing at

account towards Stamp Duty.

113280/-

One Lakh thirty two thousand eight hundred only

Mantu Mondani

Manoj Kumar Mangwani

Gurgaon for credit to Government of Haryana

Stamp Duty

Date 15 May 2015
Place GURGAON
(Signatures of Authorised Officer)

CONVEYANCE DEED FOR Rs. 37,75,892.00
STAMP DUTY Rs.1,13,280.00

THIS DEED OF CONVEYANCE ("Conveyance Deed") is made on this 12th day of June

BETWEEN

- M/s. Angelina Real Estates Pvt. Ltd., having its Registered Office at 15, Shivaji Marg, New Delhi-110015 and having Corporate Identification No. U45201DL2006PTC147919, M/s. Seaberi Builders and Developers Pvt. Ltd., having its Registered Office at 15, Shivaji Marg, New Delhi-110015 and having Corporate Identification No. U45201DL2006PTC148008, M/s. Philla Estates Developers Pvt. Ltd. having their Registered Office at 15, Shivaji Marg, New Delhi-110015 and having Corporate Identification No. U45201DL2006PTC147918, and M/s. Gumvant Real Estates Pvt. Ltd. having their Registered Office at 15, Shivaji Marg, New Delhi-110015 and having Corporate Identification No. U45201DL2006PTC147788, (hereinafter referred to as 'Vendor', which expression shall, unless repugnant to the context or meaning thereof,

Manish
(POA HOLDER)

प्रलेख नः 545

दिनांक 12/06/2015

डीड संबंधी विवरण

डीड का नाम CONVEYANCE OUTSIDE MC AREA
तहसील/सब-तहसील Manesar
गांव/शहर Huda Sectors

धन संबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 3,775,892.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

स्टाम्प ड्यूटी की राशि 113,280.00 रुपये
पेस्टिंग शुल्क 2.00 रुपये

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 12/06/2015 दिन शुक्रवार समय 1:03:00PM बजे श्री/श्रीमती/कुमारी M/s Angelina Real Estates
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 15 Shivaji Marg ND द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
Manesar

श्री M/s Angelina Real Estates Pvt Ltd thru Jasmer Singh (OTHER)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Thru- Suresh Mordani क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने पुष्क
तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Ravi Raj पुत्र/पुत्री/पत्नी श्री Raghu Raj
निवासी C-66 Neb saria ND व श्री/श्रीमती/कुमारी Vijay Pal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी A S Negi निवासी 709/2 Fareidabad
ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 12/06/2015

उप/संयुक्त पंजीयन अधिकारी
Manesar

include its successors and assigns) through its duly Authorised Signatory Mr. Atul Srivastava S/o Sh.H.C. Srivastava C/o DLF Ltd. DLF Centre, Sansad Marg, New Delhi vide resolution dated 08-12-2014.

2. M/s. DLF Home Developers Limited, a company registered under the Companies Act, 1956 having Registered Office at DLF Centre, Sansad Marg, New Delhi-110001 and having Corporate Identification No. U74899DL1995PLC075028 (hereinafter referred to as 'Confirming Vendor, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) through its duly Authorised Signatory Mr. Atul Srivastava S/o Sh.H.C. Srivastava C/o DLF Ltd. DLF Centre, Sansad Marg, New Delhi vide resolution dated 09-01-2015 (the Vendor and Confirming Vendor are hereinafter collectively referred to as Vendors)

AND

**MS. MAMTU MORDANI W/O MR. MANOJ KUMAR MANGWANI,
C/O MOHNI'S KAMARPATTY ROAD,
FANCY BAZAR, GUWAHATI (ASSAM) INDIA**

(hereinafter referred to as 'Vendee' which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators, legal representatives and successors) of the Other Part.

WHEREAS Vendor is the respective owners of the Said Land and pursuant to an arrangement between the Confirming Vendor and the Vendor is authorized to develop and construct on the Said Land and Confirming Vendor is entitled to carry out necessary improvements and to market, sell the units/apartments constructed on the Said Land and the Confirming Vendor is also authorized to book and collect the initial amounts.

AND WHEREAS Vendors have constructed residential apartments in a multi-storied residential complex known as New Town Heights in accordance with the building plans approved by the Director General Town & Country Planning (DGTCP), Haryana, Chandigarh.

AND WHEREAS the Vendee applied for allotment of a residential apartment in the Said Building (hereinafter defined) in the Said Complex (hereinafter defined) constructed on the Said Land and entered into the Agreement for the Said Apartment (hereinafter defined) with the exclusive right to use the Parking Space(s) for a total price of **Rs. 37,75,892.00 (Rupees Thirty seven lakh seventy five thousand eight hundred ninety two only).**

AND WHEREAS prior to the signing of the Agreement (hereinafter defined), the Vendee had demanded from the Vendors and the Vendors had allowed the Vendee, inspection of layout plan, building plans, ownership record of the Said Land and all other documents relating to the title, competency and all other relevant details. The Vendee is fully satisfied in all respects with regard to the right, title and interest of the Vendors in the Said Land on which the Said Building/ Said Complex has been constructed and has understood all limitations and obligations of the Vendors in respect thereof. The Vendee acknowledges and confirms that the Vendee is fully satisfied of the title, competency of the Vendors to execute this Conveyance Deed.

AND WHEREAS the Vendee agrees and acknowledges that the layout plan of Sector-86 may have apartment buildings, town houses, independent floors, community centre (03 Nos), EWS, 2 nursery schools and 1 primary school, commercial areas as may be earmarked in addition to group housing, however, this Conveyance Deed is confined and limited in its scope only to the sale of the Said Apartment and the exclusive right to use the Parking Space(s) in the Said Building of the Said Complex in accordance with the building plans approved by DGTCP.

AND WHEREAS it is clarified that Vendors has not intended to convey right or interest in any of the land falling outside the Said Building /Said Complex and no impression of any kind has been given with regard to the constructions that may take place on the land outside the Said Land.

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J. J. J. J. J.



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विक्रेता

Jasmer Singh

क्रेता

Thru- Suresh Mordani

गवाह

Ravi Raj

गवाह

Vijay Pal



Suresh
R
W

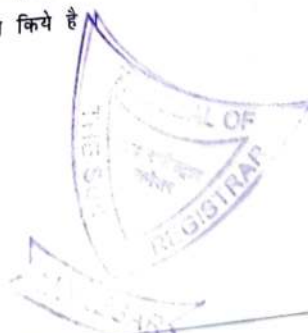
प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 545 आज दिनांक 12/06/2015 को बही न: 1 जिल्द न: 228 के पृष्ठ न: 137 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 204 के पृष्ठ सख्या 35 से 36 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 12/06/2015

उप/संयुक्त पंजीयन अधिकारी

Manesar



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AND WHEREAS the Vendee has relied on his own judgment and investigation in purchasing the Said Apartment. The Vendor hereby disclaims to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in the Conveyance Deed. No oral or written representations or statements shall be considered to be part of this Conveyance Deed and this Conveyance Deed is self contained and complete in itself in all respects.

AND WHEREAS the construction of the Said Building has been completed and the Vendee has been put in possession of the Said Apartment. The Vendee is fully satisfied and has no claim of any nature whatsoever and the Vendee confirms that the Super Area of the Said Apartment is approximately **179.334 sq. mtrs. (1930 sq. ft.)** which includes an Apartment Area of **1527.174 sq. ft.** approximately.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

Definitions

In this Conveyance Deed, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Conveyance Deed. When not capitalized, such words shall be attributed their ordinary meaning.

"Act" means the Haryana Apartment Ownership Act and any rules and amendments made thereto.

"Agreement" means the apartment buyer's agreement dated **17-12-2008** executed by the Vendee with the Confirming Vendor for purchase of the Said Apartment.

"Apartment Area" means the entire area of the Said Apartment enclosed by the periphery walls which is more clearly described in **Annexure-II** annexed with the Agreement.

"Common Areas & Facilities" means such common areas and facilities earmarked for common use of all the owners of the Said Complex, limited to and precisely listed in Parts A, Part B and Part C of Annexure-IV annexed with the Agreement.

"Confirming Vendor" shall have the meaning as ascribed to it in the preamble.

"Conveyance Deed" means this deed of conveyance, conveying the title of the Said Apartment in favour of the Vendee.

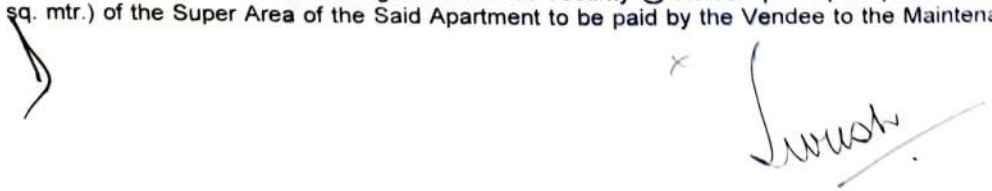
"Declaration" means the declaration (including any amended declaration) filed/to be filed under the Act, with the competent authority, with regard to the Said Building/ Said Complex.

"EDC" means the external development charges levied/demanded for the external services or other services by the Government of Haryana or any competent authority including Director General Town & Country Planning.

"Foot Print" means the precise land underneath the Said Building in which the Said Apartment is located.

"Governmental Authority" or "Governmental Authorities" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said Complex/ Said Building is situated;

"IBMS" means the interest bearing maintenance security @ Rs.50/- per sq. ft. (Rs.538.20 per sq. mtr.) of the Super Area of the Said Apartment to be paid by the Vendee to the Maintenance



Agency for the maintenance and upkeep of the Said Complex/ Said Building carrying a simple yearly interest as per the applicable rates on fixed deposits (applicable to one year fixed deposit) accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realization of the amount by the Maintenance Agency.

"IDC" means the charges levied/leviable by the Government of Haryana or any other authority with a view to recover the cost of infrastructure development including State/National Highways, transport, irrigation facilities, etc and/or any additional levies, fees, cesses, charges, etc.

"Maintenance Agency" means Vendor or association of Vendees or such other agency/ body to whom the maintenance of the Said Building/Said Complex (including Common Areas and Facilities) is handed over by Vendor and who shall be responsible for providing the maintenance services within the Said Building /Said Complex and who shall be entitled to collect the Maintenance Charges.

"Maintenance Agreement" means the maintenance agreement amongst the Vendee, Vendors and the Maintenance Agency, for maintenance of the Said Complex/Said Building.

"Maintenance Charges" means the periodic charges payable by the Vendee to the Maintenance Agency in advance for such period as may be decided by the Maintenance Agency. The same shall be paid by the Vendee in accordance with the demand raised by the Maintenance Agency for the maintenance and upkeep of the Said Complex, including Common Areas and Facilities but does not include; (a) the charges for actual consumption/usage of utilities in the Said Apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and, (b) any statutory payments, taxes, with regard to the Said Apartment /Said Building/Said Complex. The details of Maintenance Charges and its payability shall be more elaborately described in the Maintenance Agreement.

"Parking Space(s)" means the covered/open parking Spaces No(s). PB-1016 allotted to the Vendee for the exclusive use of the Vendee's for parking and more particularly described in the tentative parking plan as given in **Annexure-VI** annexed with the Agreement.

"Person" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any governmental authority or any other entity or organization.

"Said Apartment" means the Apartment No. GAB-191 in the Said Building having Super Area of 179.334 sq. mtr. (1930 sq. ft.) which includes an Apartment Area of 1527.174 sq. ft. and as per the typical floor plans, apartment plan, parking plan and specifications of the same as given in **Annexure-VI** and **Annexure-V** annexed with the Agreement, for which this Conveyance Deed is being executed.

"Said Building" means the building in the Said Complex, in which the Said Apartment is located.

"Said Complex" means the complex developed on Said Land under the name and style of "New Town Heights" in Sector 86, Gurgaon, Haryana as per the building plans approved by the competent authority(ies), comprising of multistoried residential apartments buildings, town houses, independent floors, apartment building, community centre (03 Nos), EWS, 2 Nursery schools, 1 primary school and club etc.

"Said Land" means the land admeasuring 29.832 acres approx. in Sector 86, Gurgaon (Haryana).

"Super Area" shall have the same meaning as given in **Annexure-II** with the Agreement.

"Vendor" shall have the meaning as described to it in the preamble.

"Vendors" shall have the meaning as described to it in the preamble.

"Vendee" shall have the meaning as described to it in the preamble.

[Handwritten signature]

Interpretation

Unless the context otherwise requires in this Conveyance Deed:

- a. the use of words importing the singular shall include the plural and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation;
- d. reference to this Conveyance Deed, or any other agreement, deed or other instrument or document shall be construed as a reference to this Conveyance Deed or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.

The Vendee agrees that wherever in this Conveyance Deed, it is explicitly mentioned that the Vendee has understood or acknowledged obligations of the Vendee or the rights of the Vendor, the Vendee has given his consent to the actions of the Vendor or the Vendee has acknowledged that the Vendee has no right of whatsoever nature, the Vendee in furtherance of the same, shall do such acts, deeds or things as the Vendor may deem necessary and/ or execute such documents/deeds in favour of the Vendor at the first request without any protest or demur.

1. That in accordance with the terms of the Agreement and the terms and conditions contained in this Conveyance Deed and in consideration of the total price paid by the Vendee and received by the Vendors (as per details mentioned in Schedule-II hereunder), the Vendors doth hereby sell, convey, assign and transfer unto the Vendee by way of sale, the Said Apartment and the right to exclusively use the Parking Space(s), (more fully described in the Schedule-I hereunder), along with the undivided pro-rata ownership only in the Foot Print and right to use the Common Areas and Facilities within the Said Complex free from all encroachments, charges and encumbrances together with all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the Said Apartment or in any way appended therewith usually held as part and parcel thereof.

And now it shall be lawful for the Vendee for all times hereafter to enter upon the Said Apartment and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Vendors subject to the terms and conditions of the Conveyance Deed, Agreement and the Declaration. The Vendors agree that they shall from time to time and at all times hereafter, upon every reasonable request and at the cost of the Vendee, make, acknowledge, execute and perfect with all proper dispatch, all such further and other lawful and reasonable acts, deeds, matters and things whatsoever necessary for assuring the Said Apartment unto the Vendee in the manner mentioned in this Conveyance Deed and the Agreement. The Vendors covenant that this Conveyance Deed is executed in all its entirety and that the Vendors have received full sale price of the Said Apartment.

2. That the Vendee confirms having paid the pro rata share of EDC as a part of the price of the Said Apartment as levied by the Government of Haryana from the date of issue of license, as applicable to the Said Complex. The Vendee agrees to pay any further increase in / levy of EDC, (by whatever name called or in whatever form) on pro rata basis directly to the Government. If, however, the Vendors are required to pay, such increase of EDC to the government agencies, then the Vendee agrees to pay the same to the Vendors. The determination of the pro rata share of the Vendee by the Vendors /Maintenance Agency shall be final and binding on the Vendee. The Vendee affirms that if the increased EDC is not paid, the same shall be treated as unpaid sale price of the Said Apartment and the Vendors shall have the first charge and lien over the Said Apartment/ Parking Space(s) and the right to resume the Said Apartment/ Parking Space(s).
3. That the Vendee agrees to pay IDC levied or leviable by whatever name called, directly to the concerned authority or if paid by the Vendors or if demanded from the Vendors directly, pay the same to the Vendors on pro rata basis. The Vendee agrees and understands that the pro-rata demand made by the Vendors on the Vendee with regard to

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IDC shall be final and binding on the Vendee. In case, IDC is levied or demanded by the government from the Vendors with retrospective effect, the Vendee shall be liable to pay the same on demand being raised by the Vendors on pro rata basis as mentioned hereinabove. In case the demand of IDC has been made by the concerned authority, after the execution of this Conveyance Deed, then in that event the pro rata demand raised by the Vendors on the Vendee shall be treated as unpaid price of the Said Apartment and the Vendors shall have first charge or lien on the Said Apartment to the extent of such unpaid amount till such amount is paid to the Vendors.

4. That the Vendee confirms and undertakes that the Vendee shall be liable to pay all government rates, Value added tax (VAT), state sales tax, Central sales tax, Works contract tax, Service Tax, one time building tax, luxury tax, building and other construction workers welfare fund and education cess, tax on land, municipal tax, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether paid or payable by the Vendors and or its contractors (including sub-contractors) and/or levied or leviable now or in future by the government, municipal authority or any other governmental authority on the Said Apartment/Said Building/Said Complex/Said Land, as the case may be, as assessable or applicable from the date of application. The Vendee further agrees that if the Said Apartment is not assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Vendors/Maintenance Agency, which shall be final and binding on the Vendee. If the Said Apartment is assessed separately, the Vendee shall pay directly to the competent authority on demand being raised by the competent authority.

5. That the Vendee confirms that the Parking Space(s) allotted to the Vendee for exclusive use is inseparable and forms an integral part of the Said Apartment. The Vendee confirms that the Vendee has no right to sell/transfer/ or deal with the Parking Space(s) independent of the Said Apartment. The Vendee undertakes to park his vehicle in the Parking Space(s) and not anywhere else in the Said Building/Said Complex. The Vendee understands that the service areas in the basement/stilts provided in the Said Complex are reserved for services, use by maintenance staff etc. and shall not be used by the Vendee for parking or any other purpose.

The Vendee confirms that parking spaces earmarked for parking are meant for exclusive use for parking in the Said Building/Said Complex and does not form part of Common Areas and Facilities of the Said Apartment/Said Building/Said Complex constructed on the Said Land. The Vendee confirms that the Parking Space(s) shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the Said Apartment under any of the provisions of this Conveyance Deed. All clauses of this Conveyance Deed pertaining to use, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s).

The Vendee acknowledges that the Vendors shall remain the owners of the parking spaces within the Said Building/Said Complex which have not been allotted to any owner and the Vendors shall have the right to use the same in any manner or transfer the same to any Person on such terms and conditions, as deemed fit by the Vendors and the Vendee shall have no right to raise any objection or dispute in this regard.

6. That the Vendee confirms that subject to the terms and conditions of this Conveyance Deed, the Vendors have conveyed to the Vendee only the following rights with regard to the Said Apartment;

- i) Ownership of the Apartment Area. The definition of Apartment Area is given in **Annexure-II** annexed with the Agreement.
- ii) Undivided proportionate share/interest in the Foot Print. The undivided proportionate share/interest in the Foot Print shall be calculated in the ratio of Super Area of the Said Apartment to the total super area of all apartments within the Said Complex only. It is made abundantly clear and agreed by the Vendee that no other land(s) is/ are forming a part of this Conveyance Deed, and the

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Vendee shall have no right, title or interest of any kind whatsoever on any other lands.

- iii) Exclusive right to use the Parking Space(s) (without any ownership right) for parking of vehicles only. The Vendee hereby acknowledges that the Said Apartment along with Parking Space(s) will be treated as a single indivisible unit for all purposes including the Act and, as such, cannot be transferred separately.
- iv) Right to use the Common Areas and Facilities within the Said Complex and conditional right of usage of the club. Since the interest of Vendee in the Common Areas and Facilities (as listed in **Part-A of Annexure-IV** annexed with the Agreement is undivided and cannot be separated, and subject to timely payment of Maintenance Charges, the Vendee shall use the Common Areas and Facilities within the Said Building, harmoniously along with other owners, maintenance staff etc., without causing any inconvenience or hindrance/ annoyance to them.
- v) Right to use the general Common Areas and Facilities within the Said Complex limited to and precisely listed in **Part-C of Annexure-IV** annexed with the Agreement. However, such general common areas and facilities earmarked for common use of all the owners shall not include the exclusive reserved car parking spaces in basements individually allotted to the respective owners for their use. The Vendee acknowledges that these general common areas and facilities have not been included in the computation of Super Area of the Said Apartment.

7 That the Vendee expressly gives consent to the Vendors to amend the Declaration in the manner the Vendors may deem fit including substitution of the method of calculating the undivided proportionate share in the Foot Print and /or interest in Common Areas and Facilities. The uniform computed value specified in the Declaration of the Said Apartment and the Parking Space(s) (which may be different than the values specified in this Conveyance Deed) shall be taken into consideration and such uniform computed value shall not vary and/or fluctuate with any increase or decrease on any future date in the value of the Said Apartment and Parking Space(s) due to any sale transaction or otherwise. The Vendee confirms to abide by the Act or any other relevant statute as aforesaid and/or be liable for all the obligations, provisions and compliances required under the Act. The Vendee agrees that the common areas and facilities and the undivided interest of each apartment owner shall be specific in the Declaration which shall be conclusive and binding upon the Vendee and the Vendee confirms to abide by the same.

8(a) That the Vendee acknowledges and confirms that the Vendee has not paid any amount towards any other lands, areas, facilities and amenities including but not limited to those listed below, and as such, the Vendee shall have no right or interest in the same and the same are specifically excluded from the scope of this Conveyance Deed. The Vendee acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Vendors, its associate companies, its subsidiaries and they shall have sole right and absolute authority to deal with the same in any manner including creation of rights in favour of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other authority, body, Person, institution, trust and/or any local body(ies).

- i) All lands (except the general commonly used areas and facilities within the Said Complex earmarked for common use, limited to and precisely listed in **Part-B of Annexure-IV** annexed with the Agreement), falling outside the Footprint in which the Said Apartment is located, including those as listed in **Part-E of Annexure-IV**, annexed with the Agreement, or any other facility or amenity as may be provided by the Vendors at its discretion or as provided in accordance with the directions of any competent authority(ies) and including but not limited to schools, shops, facilities, recreational and sporting activities, including golf, tennis etc., amenities etc., even if provided in the Said Building, are specifically excluded from the scope of this Conveyance Deed and the Vendee shall not have any right of any nature

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whatsoever in such lands, areas, facilities and amenities within the Said Building / Said Land.

- ii) All land(s) [other than usage of land(s) earmarked as public roads only for use of general public] falling outside the periphery/boundary of the Said Land are clearly outside the scope of this Conveyance Deed and the Vendee shall have no right of any nature whatsoever in such lands.
- 8(b) That the Vendee acknowledges that the Vendors shall be carrying out developmental/construction activities now and for many years in future in the entire area falling outside the Said Complex and that the Vendee shall not raise any objection or make any claims on account of inconvenience, which may be suffered by the Vendee due to such developmental/ construction or its incidental/ related activities.
9. That the Vendee acknowledges and confirms that the Vendee has read and understood the Act and the implications thereof in relation to the various provisions of the Conveyance Deed and the Vendee is in full agreement with the provisions of this Conveyance Deed in relation to the Act and shall comply as and when applicable and from time to time with the provisions of the Act or any statutory amendments or notifications thereof or the provisions of any other law(s).
10. That the Vendee undertakes to do all acts, things, deeds including present himself as may be required for the execution and registration of the deed of apartment in respect of Said Apartment and exclusive right to use the Parking Space(s) as the Vendors so desire to comply with the provisions of the Act.
11. That the Vendee undertakes to join any association/ society of apartment owners formed by the Vendors under relevant provisions of the Act and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Vendors for this purpose. The Vendee also undertakes to join the master association if and when formed by the Vendors or its nominee(s) for a part or whole of the Said Land:
- 12(i) That the Vendee acknowledges and undertakes to pay the Maintenance Charges as per the bills raised by the Maintenance Agency. The Vendee confirms and undertakes not to raise any claim against payment of Maintenance Charges.
- 12(ii) That the Vendee undertakes to deposit and always keep deposited IBMS with the Vendor/Maintenance Agency. In case of failure of the Vendee to pay the Maintenance Charges or any other charges on or before the due date, the Vendee shall not have the right to avail the maintenance services and the Maintenance Agency shall have the right to adjust, in the first instance, the interest accrued on the IBMS against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, the Vendee confirms that the Maintenance Agency shall adjust the principal amount of the IBMS against such defaults. If due to such adjustment in the principal amount, the IBMS falls short, then the Vendee hereby undertakes to make good the resultant shortfall within 15(fifteen) days from the date of demand by the Maintenance Agency.

On such shortfall, the Maintenance Agency shall have the right to withhold such facilities, as may be provided by the Maintenance Agency to the Said Apartment and the same shall be treated as unpaid sale price of the Said Apartment. The Maintenance Agency/ Vendor reserves the right to increase the IBMS from time to time keeping in view, the increase in the cost of maintenance services and the defaults of the Vendee in payment of Maintenance Charges. The Vendee undertakes to pay such increases within 15 (fifteen) days of demand by the Maintenance Agency. The decision of the Maintenance Agency for increasing of IBMS shall be final and binding on the Vendee. If the Vendee fails to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Vendee authorizes the Vendors to treat this Conveyance Deed as cancelled without any notice to the Vendee and recover the shortfall from the

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sale proceeds of the Said Apartment and the Parking Space(s) and refund to the Vendee the balance of the money realized from such sale.

- 12(iii) That the Vendee acknowledges and confirms that the Maintenance Agency reserves the sole right to modify/revise all or any of the terms of the IBMS, Maintenance Agreement, including the amount/rate of IBMS, etc.
- 12(iv) That the Vendee agree to strictly comply with the code of conduct that may be determined by the Vendors/Maintenance Agency for occupation and use of Said Apartment and such other conditions as the Vendors/ Maintenance Agency may deem fit from time to time which may include but not limited to usage of the Said Apartment, operation hours of various maintenance services, general compliances for occupants of the Said Apartment, regulation as to entry/ exit of the visitors, invitees, guests, security, etc. The Vendee understands that the code of conduct as may be specified by the Vendors/ Maintenance Agency is always subject to change by the Vendors/ Maintenance Agency.
13. That in order to provide maintenance services, the Vendors may hand over the maintenance of the Said Building/Said Complex to the Maintenance Agency. The Vendee acknowledges and confirms to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges, as may be raised by the Maintenance Agency from time to time. The Vendee assures and undertakes to pay the total Maintenance Charges fixed by the Maintenance Agency whose decision shall be final and binding on the Vendee. The Maintenance Charges shall be levied from the date of issuance of occupation certificate and the Vendee undertakes to pay the same promptly.
14. That the Vendee acknowledges that the Maintenance Agency shall be responsible for providing maintenance services to the Said Building/ Said Complex including supply of electricity in terms of the permission to be granted by the competent authority(ies) to raise bills directly on the Vendee and collect payments thereof and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The Maintenance Agency may entrust or cause the aforesaid maintenance services, to be undertaken/carried out through any Person, as deemed fit at its sole discretion. The Vendee undertakes to pay promptly without any reminders all bills and charges as may be raised by the Maintenance Agency from time to time. The Vendee confirms not to withhold, refuse or delay the payment of maintenance bills raised by the Maintenance Agency or fail to abide by any of the terms and conditions of the Maintenance Agreement. The Vendee undertakes that the Vendee shall be entitled to use the maintenance services including the supply of electricity subject to the timely payment of total Maintenance Charges and if the Vendee fails to pay the total Maintenance Charges, then the Vendee acknowledges that the Vendee shall not be entitled to use the maintenance services including the supply of electricity as the Maintenance Agency is providing the supply of electricity as an integral part of total maintenance services and not as a separate function. The Vendee undertakes to pay all the charges to the Maintenance Agency periodically as and when demanded by the Maintenance Agency. The share so determined by the Maintenance Agency shall be final and binding on the Vendee.
15. That the Vendee confirm that the Maintenance Agency has the right of unrestricted usage of all Common Areas and Facilities as listed in **Part-A, Part-B and Part C of Annexure-IV** annexed with the Agreement, and parking spaces as listed in **Part-D of Annexure-IV** annexed with the Agreement for providing necessary maintenance services. The Vendee acknowledges that the Maintenance Agency shall have the right to enter into the Said Apartment or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the Said Apartment or the defects in the apartment above or below the Said Apartment. Any refusal of the Vendee to give such right to entry will be deemed to be a violation of the terms of this Conveyance Deed and the Vendors shall be entitled to take such actions, as they may deem fit.

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16. That the Vendee confirms and acknowledges that the Maintenance Charges and the maintenance services are more elaborately described in the Maintenance Agreement.
17. That the Vendee confirms and acknowledges that as and when any plant & machinery within the Said Complex/Said Building, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all owners including the Vendee, as the case may be on pro-rata basis (i.e. in proportion to the Super Area of Said Apartment to the total super area of all the apartment in the Said Building/Said Complex) The Vendors or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Vendee agrees to abide by the same.
18. That the Vendee acknowledges and confirms that the infrastructure facilities provided by the Government in the Said Building and the Said Complex is beyond the control of the Vendors/Maintenance Agency and the Vendee shall not have a right to raise any claim or dispute against the Vendors/ Maintenance Agency in respect of the facilities provided by the Government or any other statutory authorities.
19. That the Vendee confirms and acknowledges having received actual, physical, vacant possession of the Said Apartment and the Parking Space(s) from the Vendors after satisfying himself about the construction and various installations like electrification work, sanitary fittings, water and sewerage connection etc. have been made and provided in accordance with the drawings, designs and specifications as specified in **Annexure-V** of the Agreement and are in good order and condition and that the Vendee is fully satisfied and has no complaint or claim in respect of the area of Said Apartment, any item of work, material, quality of workmanship, installation etc. therein.
20. That the Vendee acknowledges that the Maintenance Agency may get the Said Building insured against fire, earthquake, riots and civil commotion, militant action etc. on behalf of the Vendee and the Vendee agrees to pay the cost of the same as the part of the maintenance bill raised by the Maintenance Agency. However, the contents inside the Said Apartment shall be insured by the Vendee at his own cost. The Vendee shall not do or permit to be done any act or thing which may render void or voidable, insurance of any apartment or any part of the Said Building or cause increased premium to be payable in respect thereof, for which the Vendee shall be solely responsible and liable.
21. That the Vendee confirms and undertakes to keep the Said Apartment, the walls and partitions, drains, pipes appurtenant thereto, in good and tenantable repair and maintain the same in a fit and proper condition so as to support, shelter and protect the parts of the buildings even other than the Said Apartment and to ensure that the support, shelter etc., of the Said Building or pertaining to the Said Building, in which the Said Apartment is located, is not in any way damaged or jeopardized and shall abide by all laws, bye-laws, rules and regulations of the Government, local/municipal authorities and/or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws or rules and regulations. The Vendee further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Said Building or anywhere on the exterior of the Said Building or common areas. The Vendee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further, the Vendee confirms not to store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Building. The Vendee shall also not remove any wall, including load bearing wall of the Said Apartment. The walls shall always remain common between the Said Apartment and the apartments of other owners of adjacent apartments. The Vendee confirms to plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors. The non-observance of the provisions of this clause shall entitle the Vendors or the Maintenance Agency, to enter the

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Said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee apart from the other remedies as shall be available. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

22. That the Vendee confirm that the basement(s) and service areas, if any, as may be located within the Said Building/Said Complex, as the case may be, maybe earmarked by the Vendors to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per zoning plans/building plans. The Vendee shall not be permitted to use the services areas and the basements in any manner whatsoever and the same shall be reserved for use by the Vendors or the Maintenance Agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of the terms of this Conveyance Deed by Vendee.
23. That the Vendee undertakes and agrees not to use the Said Apartment for any purpose other than residential or in a manner that may cause nuisance or annoyance to other apartment owners in the Said Building/Said Complex or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the Said Apartment which tends to cause damage to any flooring or ceiling or services of any apartment over, below or adjacent to the Said Apartment or anywhere in the Said Complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Vendee shall indemnify the Vendors/ Maintenance Agency against any penal action, damages or loss due to misuse by the Vendee. The Vendee acknowledges that any other use of the Said Apartment other than for residential purpose shall entitle the Vendors to treat this Conveyance Deed as cancelled and to resume the possession of the Said Apartment and the Parking Space(s).
24. That the Vendee confirm and acknowledge that the Vendors or its agents/ Maintenance Agency shall have the right to give on lease or hire any part of the top roof/terraces above the top floor, unless otherwise reserved specifically, of any of the buildings in the Said Complex for installation and operation of antenna, satellite dishes, communication tower, other communication equipment or to use/ hire/ lease the same for advertisement purposes and the Vendee agrees that he shall not have a right to object to the same and make any claims on this account.
25. That the Vendee confirms not to change or cause to be changed any structure of the Said Apartment or any portion thereof, and shall also not make or cause to be made any additions or alterations in the same or any part thereof, so as to cause blockage in any passage, verandahs, terraces etc. In the event of any non-compliance on this account, the Vendors shall be entitled to remove the offending structure/nuisance and claim all costs on this account from the Vendee.
26. That the Vendee confirms that the Vendors/Maintenance Agency shall have the first charge on the Said Apartment in respect of any amount payable and outstanding by the Vendee towards any additional EDC, IDC, additional IDC, taxes, demands, assessments etc. as mentioned hereinabove. The Vendee confirms that any amount payable shall be treated as unpaid sale price of the Said Apartment and for that unpaid sale price; the Vendors and the Maintenance Agency shall have first charge on the Said Apartment.
27. That the Vendee agrees and acknowledges that Vendors shall have the right to make additions to or put up additional structures in/upon the Said Building or additional apartment building(s) and/or structures anywhere in the Said Complex as may be permitted by the competent authorities and such additional apartment building(s)/structures shall be the sole property of Vendors and the Vendors will be entitled to deal with it in its discretion without any interference on the part of the Vendee. The Vendee agrees that Vendors, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures / stories with the existing electric, water, sanitary and drainage sources. The Vendee further agrees and

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undertakes that he/she shall after taking possession of the Said Apartment or at any time thereafter shall have no right to object to Vendors constructing or continuing with the construction of the other building(s)/ blocks outside/ adjacent to the Said Building or inside the Said Complex or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Vendors, on the ground that the infrastructure required for the Said Complex is not yet complete. Any violation of this condition shall entitle the Vendors to seek remedies provided under this Conveyance Deed or the Agreement in cases of breach, non-payment, defaults etc.

28. That the Vendee acknowledges that the Vendee shall have no right to raise any objection to the Vendors, its agents/Maintenance Agency making any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartments within the Said Building/ Said Complex and the Vendee agree not to raise any objections or make any claims on this account.
29. That the Vendee confirms that wherever the Vendee has to make payment in common with the other apartment owners in the Said Building, the same shall be in proportion with the Super Area of the Said Apartment to the total super area of all the apartments in the Said Building. Wherever the Vendee has to make any payment in common with the owners of all the buildings constructed on the Said Land the same shall be in proportion which the Super Area of the Said Apartment bears to the total super area of all the buildings constructed on the Said Land.
30. That the Vendee confirms having borne and paid all expenses for the completion of this Conveyance Deed, including cost of stamp duty, registration and other incidental charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at **Rs. 37,75,892.00 (Rupees Thirty seven lakh seventy five thousand eight hundred ninety two only)** in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty, as may be determined by the Sub-Registrar/ concerned authority, along with consequent penalties/ deficiencies as may be levied in respect of the Said Apartment conveyed by this Conveyance Deed shall be borne by the Vendee exclusively and the Vendors accept no responsibility in this regard.
31. That the Vendee acknowledges that if any clause of this Conveyance Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this Conveyance Deed and to the extent necessary to conform to the applicable laws; and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in laws.
32. That the Vendee confirms that all the obligations arising under this Conveyance Deed in respect of the Said Apartment/Said Building/Said Complex/Said Land shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the Said Apartment as the said obligations go with the Said Apartment for all intents and purposes and the Vendee assures the Vendors that the Vendee shall take sufficient steps to ensure the performance in this regard.
33. That the Vendee confirms and acknowledges that the Vendee shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the competent authority; and that the Vendee shall indemnify the Vendors for any liability and/or penalty in that behalf.

34. That all or any disputes arising out of or relating to or concerning or touching this Conveyance Deed including the interpretation and validity of the terms thereof, shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location as decided by a sole arbitrator who shall be appointed by the Confirming Vendor and whose decision shall be final and binding upon the parties. The Vendee shall have no objection to such appointment even if the person so appointed, as the sole arbitrator, is an employee or advocate of Confirming Vendor or is otherwise connected to Confirming Vendor. The parties agree that no other person shall have the power to appoint the sole arbitrator. The courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh shall have the jurisdiction.
35. That the Vendee (s) agrees and understand that the terms and conditions of this Conveyance Deed may be modified /amended in accordance with any applicable directions/orders which may be passed by any court of law, Tribunal or Commission, in compliance with applicable laws, upon final determination of the issues in the pending proceedings before Supreme Court of India relating to the terms of the Agreement, referred to herein and the Vendee agrees to execute and register a suitable deed, keeping in view the final directions given in such proceedings.

SCHEDULE-I

THE SAID APARTMENT REFERRED TO ABOVE

ALL THAT Apartment No.GAB-191 located on 19th floor, along with Parking Space(s) Nos. PB-1016 in the Said Building/Said Complex constructed on the Said Land, forming part of the group housing scheme, admeasuring 29.832 acres or thereabout situated in Sector-86 at revenue estate of village Nawada Fatehpur, Tehsil Manesar Distt. Gurgaon, (Haryana), having Super Area of 179.334 sq. mtrs. (1930 sq. ft.) or thereabout in the plan annexed hereto and bounded as under:

| | | |
|-------------------------|---|--------------------|
| At or towards the NORTH | : | Lift Lobby/GAB-192 |
| At or towards the SOUTH | : | Open |
| At or towards the EAST | : | GAC-191 |
| At or towards the WEST | : | GAB-194 |

PARKING SPACES NO.PB-1016

| | | |
|-------------------------|---|----------|
| At or towards the NORTH | : | Wall |
| At or towards the SOUTH | : | Driveway |
| At or towards the EAST | : | Column |
| At or towards the WEST | : | Column |

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SCHEDULE-II**(DETAILS OF PAYMENTS MADE BY THE VENDEE TO THE VENDORS)**

| <u>Receipt No.</u> | <u>Date</u> | <u>Amount(Rs)</u> |
|--------------------|-------------|---------------------|
| 104759/332886 | 31-03-2008 | 5,00,000.00 |
| NWT/CRVB/0157/0508 | 23-05-2008 | 3,32,000.00 |
| NWT/CRVB/0202/0708 | 18-07-2008 | 3,11,188.00 |
| NWT/CRVB/0242/0908 | 22-09-2008 | 3,10,802.00 |
| NWT/CRVB/0300/1208 | 26-12-2008 | 3,11,058.00 |
| NWT/CRB/00113/0110 | 11-01-2010 | 76,873.00 |
| NWT/CRB/00356/0810 | 26-08-2010 | 3,11,777.00 |
| NWT/CRB/00280/1210 | 22-12-2010 | 3,12,000.00 |
| NWT/CRB/00050/0411 | 05-04-2011 | 3,12,000.00 |
| NWT/CRB/00028/1111 | 01-11-2011 | 3,12,000.74 |
| NWT/CRB/00141/0112 | 18-01-2012 | 3,11,700.00 |
| NWT/CRB/00138/0612 | 28-06-2012 | 3,11,999.26 |
| NWT/CRB/00210/0813 | 22-08-2013 | 62,494.00 |
| TOTAL..... | | 37,75,892.00 |

SCHEDULE-I

ALL THAT SAID LAND ON WHICH THE SAID COMPLEX HAS BEEN CONSTRUCTED AS BOUNDED AS UNDER:

North : 135.0 M. Wide Road
 South : Other's Property
 East : Other's Property
 West : 24.0 M. Road

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[Signature]

IN WITNESS WHEREOF the Vendor, acting through its authorised signatory, Mr. Atul Srivastava authorized to execute conveyance deeds on its behalf vide resolution dated 08-12-2014 and Confirming Vendor, acting through its authorised signatory, Mr. Atul Srivastava W/o Late Mr. Alok Kulshrestha authorized to execute conveyance deeds and to delegate powers to any employee of the Confirming Vendor to present for registration the Conveyance Deed etc; executed by him vide resolution dated 09-01-2015 and the Vendee have set their hands on these presents at New Delhi on the day, month and year first above written. This deed shall be presented for registration before the registering authority and got registered by Mr. Jasmer Singh, S/o Shri Balwant Singh, C/o M/s. DLF Limited, DLF Centre, Sansad Marg, New Delhi - 110001, who has been authorised to appear the before registering authority and present the same for registration, acknowledge and get registered any deed or documents executed on behalf of Company.

Self Original

WITNESSES:

1.

VIJAY PAL SINGH NEGI
S/o Sh. A.S. NEGI
709/2, Block-C,
S.G.M. Nagar, N.H.-IV
FARIDABAD

2.

RAVI RAJ SINGH
S/o Late Sh. Raghu Rai Singh
R/o C-66, Indira Nagar
Neb Sarai, N. Delhi

For and on behalf of
Angelina Real Estates Pvt. Ltd

AUTHORISED SIGNATORY
(VENDOR)

For and on behalf of
Seaberi Builders and Developers Pvt. Ltd

AUTHORISED SIGNATORY
(VENDOR)

For and on behalf of
Philia Estates Developers Pvt. Ltd

AUTHORISED SIGNATORY
(VENDOR)

For and on behalf of
Gumvant Real Estates Pvt. Ltd

AUTHORISED SIGNATORY
(VENDOR)

For and on behalf of
DLF Home Developers Limited

Authorised Signatory
(CONFIRMING VENDOR)

[Signature]
(VENDEE)