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CONVEYANCE DEED

Value : Rs.32,46,976/-
Stamp Duty : Rs.1,95,000/-
Stamp No./Dated: 12574/ 24.11.2004

This Conveyance Deed made on this 25th day of November 2004 between MAKE WAVES SEA RESORT LIMITED, (amalgamate of M/s. OMEGA COMMERCIAL PRIVATE LIMITED) a Company registered under The Companies Act 1 to 1956, having its Registered office at "Construction House", 'B' Khar (West) Mumbai-400052 and its Construction Division Office at 35-A, Regal Building, Parliament Street, New Delhi-110001 through Shri Kishan Mittal son of Late Shri Maliram G. Mittal resident of C-18, Greater Kailash-110048, Director and Authorized Signatory authorized by virtue of Resolution dated **11.05.1999** duly passed by Board of Directors of the Company (which has not so far been superseded or cancelled) hereinafter called as "the VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part

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AND

Smt. Asha Gupta W/o Mr. Sanjay Gupta & Mr. Sanjay Gupta S/o Late Sh. Vishwa Nath Gupta, both residents of Kanungo Apartment, Plot No.71, Flat No. 423, Patparganj, I.P. Extn. Delhi -92, hereinafter called the VENDEE/S (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her/his/their heirs, executors, administrator and permitted assigns) of the Other Part.

WHEREAS the Omega Commercial Pvt. Ltd., acquired several pieces of land (hereinafter referred to as "the said land") situated in the revenue estate of Village Dundahera, District Gurgaon, in the state of Haryana under various duly registered sale deeds, total admeasuring 99 Kanals 17 Marlas (12.34 Acres), situated in Sector-21, Gurgaon and the said entire property is more fully described in the Schedule 'A' hereunder written.

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AND WHEREAS the Vendor obtained licence(s) from the Director, Town & Country Planning, Haryana under the provisions of Haryana Development and Regulation of Urban Area Act, 1975 for the development of the aforesaid land as a residential colony or group housing known as 'Surya Vihar' in their own name.

AND WHEREAS by virtue of OMEGA COMMERCIAL PRIVATE LIMITED in the scheme of Amalgamation was merged into MAKE WAVE SEA RESORT PRIVATE LIMITED as per the order of Hon'ble High Court of Judicature at Bombay dated 16.09.1992 under sanctioned scheme of Amalgamation in petition No. 260 of 1992 and as per order of Hon'ble High court of judicature at Delhi at New Delhi dated 31.03.1993 under sanctioned scheme of amalgamation in petition No. 195 of 1992. And now after amalgamation thereof, all the right, title, interest, benefit claims & demands of all the assets of OMEGA COMMERCIAL PRIVATE LIMITED including the said immovable properties & structures standing thereon stand vested and transferred absolutely in MAKE WAVES SEA RESORT PRIVATE LIMITED i.e. the vendor herein including the said Surya Vihar Complex.

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WHEREAS the Vendee/s having already been satisfied with the above stated facts (including the title of the said land) agreed to acquire from the First Party an **Unit No. 17-D** in the Row House building No. 17 constructed on the said plot having covered area of **2090 Sq. Ft.** and Covered Car Parking No. **PD** in Row House No. 17 in the residential colony or group housing known as 'Surya Vihar' at Dundahera, District Gurgaon, Haryana on what is known as Ownership basis alongwith the undivided pro rata share in the plot of land under the said multi storeyed building in the same ratio which the covered area of the apartment bears to the total covered of the apartments in the said building (hereinafter referred to as "the said premises") for a price of **Rs.32,46,976/- (Rupees Thirty Two Lacs Forty Six Thousand Nine Hundred Seventy Six only)** and upon the terms and conditions contained in the Apartment Buyers Agreement dated **24.09.2004**. The Vendee has an exclusive terrace area of 105 Sq. Ft. & 748 Sq. Ft. with his Unit No. 17-D (total saleable area 2391 Sq. Ft.).

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AND WHEREAS the First Party has thus constructed the aforesaid multistoreyed building complex known as 'Surya vihar' on the said plot of land fully described in Schedule -"A" written hereunder in accordance with the plans sanctioned by Competent Authority and in conformity with the terms and conditions of the sale of the said premises.

AND WHEREAS the Vendor is well and sufficiently entitled to the said premises and no one except the Vendor has any interest, right or claim of any kind in the said premises at the date hereof and that the same is free from all encumbrances and legal disputes and the Vendor hold unrestricted right and the power to convey, assign, transfer, alienate and sell the same to the Vendee's;

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AND WHEREAS the vendee/s after satisfying herself / himself that the construction has been made in accordance with the drawings, design , and specifications as had been agreed between the parties hereto and the Vendee/s has already taken possession of the said premises and now desires to get the sale deed of the said premises executed and registered in his / her /their favour.

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(Signature) Asha Gupta



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AND WHEREAS the vendee/s has paid in the aggregate a sum Rs.32,46,976/- (Rupees Thirty Two Lacs Forty Six Thousand Nine Hundred Seventy Six only) which includes all other dues payable under the said Apartment Buyer's Agreement dated 24.09.2004.

AND WHEREAS the Vendee/s has already paid his prorata share of the external development charges as part of the sale price of the premises on the basis of the determination of said charges before execution of this deed and has further agreed to bear and pay on demand from the Vendor his prorata share of any additional external development charges and / or other charges as may hereafter be levied or enhanced from the amount earlier determind by Director ,Town & Country Planning, Haryana , or any other competent authority under the law for the said colony or on zonal basis or on the multi – storeyed buildings as a whole constructed as per the approved plans .

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AND WHEREAS the covered area of the said premises is 2090 sq. ft.

AND WHEREAS THE Vendee/s has also agreed to bear all the expenses for completion of the sale of the said premises including cost of stamp duty , registration fees and other incidental charges .

AND WHEREAS the Vendor/s in now desirous of conveying the said premises unto the Vendee at the request of the vendee/s in the manner hereinafter appearing.

for

(Signature) Asha Gupta

NOW THEREFORE THIS SALE DEED WITNESSES AS FOLLOWS :-

1. In pursuance of the said Agreement dated 24/9/2014 and in consideration of the said sum of Rs. 32,46,976/- (Rupees Thirty Two Lacs Forty Six Thousand Nine ^{Hundred & Seventy}) paid by the Vendee to the first party i.e. Vendor (receipt whereof is hereby admitted and acknowledged by the Vendor). The Vendor do hereby grant, convey, transfer, assign and assure on ownership basis along with the undivided pro-rata share in the land under the multi-storeyed building in the same ratio which the covered area of the said apartment bears to the total covered area of all the apartments in the said multi-storeyed buildings unto the Vendee the said premises having covered area of 2090 sq.ft. or thereabout, more fully described in the Schedule 'B' hereunder written together with right of use of all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of lights, appendages and appurtenances whatsoever to the said premises belonging or in any way appertaining thereto or therewith usually held or reputed as part and parcel thereof and all the estate, right, title and interest whatsoever of the Vendor unto or upon the said premises described in the Schedule 'B' hereunder written and hereby conveyed, transferred, assigned and assured and every part and parcel thereof together with all their rights and appurtenances unto the Vendee absolutely and for ever free from all encumbrances and the Vendor both hereby covenant with the Vendee that the absolute interest which they profess to transfer subsists and that they have good right, full power and absolute authority to grant, convey, transfer, assign and assure the said premises hereby granted, conveyed, transferred assigned and assured and that it shall be lawful for the Vendee for all time hereafter to enter into and upon the said premises and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the Vendor but subject to the terms, conditions, stipulations and restrictions contained herein and that the Vendor shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the Vendee make do and acknowledge, execute and perfect with all proper dispatch all such further and other lawful and reasonable acts, deeds, conveyance matters and things whatsoever for the further better or more perfectly assuring the said premises together with its appurtenances unto the Vendee in the manner aforesaid and that hereafter if any person in any manner claims any interest or right or ownership in the said premises or any part thereof, the Vendor shall indemnify the Vendee and that this sale deed is executed in all its entirety for the said premises only of which they have received the full consideration of the sale price. The aforesaid sale price for inclusive of the provision of common services including land for common use in the said plot of land and undivided share of the

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land under the said multi-storeyed building. In view of aforesaid provision of common services and common areas such as open spaces, lobbies, staircases, lifts, corridors, terraces etc. super built up area of the said premises is 2090 sq.ft. which is stipulated in the aforesaid agreement for sale dated 24.9.04.

2. That the possession of the said premises has been already handed over to the Vendee and the Vendee hereby confirms taking over the possession of the said premises from the Vendor after satisfying himself that the construction as also the various installations like electrification work, sanitary fittings, water and sewerage drawings, designs and specifications as had been agreed between the parties and that the Vendee hereby upon taking possession of the said premises confirms that he/she/it has no claim against the Vendor as to any item of works, material, quality of work and installation in the said premises or on any other ground whatsoever and the said claims, if any, shall be deemed to have been waived. All such complaints and defects, if any, have since been got removed by the Vendee and that the Vendee shall not have any claims against the Vendor in respect of the said premises of whatsoever nature in any manner whatsoever.
3. That save and except in respect of the particular Apartment purchased by the Vendee and conveyed on ownership basis along with the undivided share in the aforesaid plot of land as hereinabove described to the Vendee, the Vendee shall not have any claim, right, title or interest of any nature or of any kind except right of ingress/egress over or in respect of the aforesaid plot of land, open spaces and all or any of the common areas, such as lobbies, staircase, lifts, corridors, terraces, and all other premises which shall remain the property of the Vendor for the purpose or its upkeep and maintenance until the same are transferred/assigned to the proposed condominium, society of Apartment Owners or any Association but subject to the rights of the Vendor mentioned hereunder.
4. THAT VENDEE has already paid the entire said consideration of Rs. 32,46,976/- (Rupees Thirty Two Lacs Forty Six Thousand Nine Hundred & Seventy Six Only) and also all other dues, payable under the said Apartment Buyer's Agreement dated 24.9.04. The Vendee has further undertaken to pay on demand to the Vendor his pro-rata share of any additional external development charges and/or other charges as determined by Director, Town & Country Planning, Haryana, and other concerned Competent Authorities on the said colony as a whole or on a zonal basis or on the multi-storeyed building constructed or to be constructed other than those prevailing on the date of this Sale Deed. The determination of the said prorata share of the Vendee shall be done by the Vendor in consultation with condominium or association of the whose decision in this regard shall be final and binding on the Vendee and any such sum becoming due from

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the Vendee if not paid on demand, shall be treated as unpaid part of the price of the said premises. It is a condition of this Sale Deed that the possession of the said premises has been handed over by the Vendor to the Vendee on the stipulations and conditions of the aforesaid Apartment Buyer's Agreement and of this Sale Deed. Any arrears in payment of any nature thereof by the Vendee/s, he agrees to pay interest at 21% p.a. on such arrears.

5. That the Vendee also undertakes to pay on demand amount(s) to the Vendor towards charges payable to Haryana State Electricity Board for electrification of the colony and/or towards enhancement of compensation payable for external development works and payable to Haryana State authorities, as and when determined by the Authorities.
6. That the Vendee shall also be liable to pay to the Vendor the maintenance and other charges, prorata as may be determined by the Vendor for maintaining various services and facilities in the 'Surya Vihar' Complex where the said premises are situated until the same are handed over to a local body/condominium for maintenance. All such charges shall be payable and be paid by the Vendee to the Vendor periodically as and when demanded by the Vendor in advance. The prorata share so determined by the Vendor, in advance shall be final and binding on the Vendee, their heirs, executors, administrators, successors and assigns.
7. That all taxes levied or leviable in respect of the said premises shall be payable and be paid by the Vendee with effect from the date of execution of the Apartment Buyer's Agreement and, so long as each apartment is not separately assessed for such taxes for the land and/or building, the same shall be payable and be paid by the Vendee in proportion to the area of his/her premises to the Vendor. Any delay in payment, the Vendee agree to pay interest on such outstanding amount at a rate of 21% p.a. or any part thereof.
8. That the Vendee shall keep the said premises, the walls and partitions, sewers, drains, pipes and appurtenance thereto in good tenantable repair state or condition and in particular so as to support shelter and protect the parts of the building(s) other than his premises and shall abide by all laws, bye-laws, rules and regulations of the Government, Municipal Corporation and/or any other authorities and local bodies and shall attend, answer and be responsible for all deviations, violation or breach of any such conditions or laws, bye-laws or rules and regulations and for that he/she fully indemnify the Vendor.
9. That the Vendee shall not do or suffer anything to be done in or about the said premises which may tend to cause damage to any flooring or ceiling or any apartment over, below or adjacent to his premises or in any manner interfere with the use thereof or of space, passages or amenities available for common use.

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10. That the Vendee do hereby confirm and record that he is aware that the provisions of Haryana Apartment Ownership Act, 1983 are applicable to only those M.S. buildings which have been submitted to the provisions of the said Act and that the Vendor has not so far submitted the aforesaid Multi-storeyed building in which the said premises are located to the provisions of the Haryana Apartment Ownership Act, 1983 and agree and undertake to abide by the provisions of the said Act as and when the same are made applicable to the said premises. (Or allow the Vendor to form an association of all the Vendee/s in the said Surya Vihar Complex in any other permissible mode).
11. That the Vendor may at any time hereafter (at their sole discretion) submit the multi-storeyed building to the provisions of the Haryana Apartment Ownership Act, 1983 by duly executing and registering declaration as provided therein and in that event the purchase agreement and this deed shall in all respects take effect and be construed as if it was an Agreement/Deed entered into by the Vendee with the Association/condominium of the Apartment Owners formed under and in accordance with the provisions of the said Act and rules and bye-laws framed thereunder.
12. That till such time the said building is submitted to the provisions of the Haryana Apartment Ownership Act, 1983 as aforesaid, the maintenance, up-keep and/preservation of the building, operation of common services and management of common areas shall be organised by the Vendor (or Surya Vihar Residents Welfare Association or maintenance agency) who have knowledge/experience and technical expertise in maintaining multi-storeyed buildings and running of common services in such building(s), the maintenance Agency shall render their services on such terms and conditions and obligations as may be agreed upon with them. The service Agents approved by the Vendor shall not be changed without their written consent.
13. That the Vendee shall be liable to pay regularly on demand to the Vendor or other service agents appointed by the Vendor or if the common services have been transferred to an Association/condominium of the apartment owners, then to the Association of apartment owners as the case may be, his proportionate share of charges and expenses for (a) insurance (b) all other rates, taxes, levies, impositions and outgoings that may from time to time be levied against the land and/or building(s) including water charges and (c) outgoing for the maintenance and management of the buildings, the lifts, common lights and other outgoings such as collection charges, charges for watchmen, sweepers and maintenance of accounts, incurred in connection with the property and (d) replacement for capital goods like lifts, pumping sets, water main, electric cables etc. The Vendee shall pay the prescribed maintenance service charges as may be

determined or required from time to time at the sole discretion and decision of the Vendor, or service agents appointed by the Vendor or Association/condominium of Apartment Owners as the case may be.

14. That the Vendee shall permit the Vendor/Maintenance Agency/Association of Apartment Owners, as the case may be and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and to make good all defect, decays and repairs which the Vendee has failed to make good inspite of service of two months notice in writing by the Vendor/Maintenance Agency/Association of Apartment Owners in this behalf and also for repairing of any part of the building(s) and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, wires, parts, structures or other conveniences belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.
15. That even if the said property is submitted to the provisions of the Haryana Apartment Ownership Act as aforestated, the Vendor will continue to have as before, the right to make additions outside or in the vicinity of the colony as may be permitted by the Competent Authorities and such additional structures shall be the sole property of the Vendor who shall be entitled to dispose it of in any way they choose without any interference on the part of the Vendee by himself or with one or more of the rest of the Apartment Owners. The Vendor shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures with the existing electric, water sanitary and drainage sources but at their (Vendor's) own cost. Further, terrace of the buildings including the parapet walls, shall be the property of the Vendor till the building is submitted to the provisions of the Haryana Apartment Ownership Act and the Vendor shall be entitled to use the said terrace including parapet walls for all purposes. The Vendee hereby gives consent to the same and agrees that he/she shall not raise any objection or claim for any reduction in price of the said premises or pay compensation or damages on the ground of incovenience or any other ground. It is clarified here that additional structure will not mean raising of any storey on the roof of the above said building but would mean any structure out or in the vicinity of the colony.
16. That the Vendee has borne all expenses for the completion of this Sale Deed including cost of stamp duty, registration fee and other incidental charges. Any time in future if the concerned authorities raises any demand for additional or deficient stamp duty, registration fees and/or penalties, the Vendee only alone be responsible for the same.

17. That the Vendor has imposed upon the Purchasers of other apartments of the building and have incorporated in the sale deeds relating thereto the same and similar such exceptions, reservations, obligations and restrictions imposed upon the Vendee and incorporated in this Sale Deed as intended to be binding on all the owners and occupiers of different apartments of the building.
18. All the terms and conditions of the 'Surya Vihar' Apartment Buyer's Agreement signed by the Vendee dated 24.9.19⁰⁴ shall be deemed to be incorporated in this Sale Deed save and except those of the terms and conditions of the said agreement which are at variance with the terms & conditions contained in this Deed in which case the terms and conditions of this Deed shall prevail.
19. If any provisions of this sale deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this sale deed and to the extent necessary to confirm to applicable law and the remaining provisions of this deed shall remain valid and enforceable in accordance with their terms.
20. That the Vendee/s shall not have any right to cover any portion or make any changes in the said premises and shall use the same as it is. The Vendor has provided electric meter for the Apartment in the meter room, the Vendee/s shall pay all the electrical consumption charges and shall be responsible for maintenance and up-keep thereof.
21. That the Vendee/s has/have acquired a perpetual heritable and transferable right in the said premises. However, the Vendee/s shall remain liable for all taxes, local authorities taxes, cess including any special and extra-ordinary taxes that may be levied and also all other charges payable to the Government, Central or State or local Authority/body, statutory or otherwise having authority to do so for the portion under his/her/their occupation including any penalty thereof.
22. That the Vendee/s agree(s) and undertake(s) that in the event of any payment becoming due and payable to the Government or the local authority or any other authority or authorities, taxes or payments being demanded from the Vendor and over and above the amount to be payable in terms of this deed, then the same shall be reimbursed by the Vendee/s to the Vendor, as against the entire area of the building 'Surya Vihar' Apartments excluding lobbies, terraces, passages, etc. thereof and it is specifically agreed that in determining any such amount, the decision of the Vendor shall be final, conclusive and binding and not open to any question or scrutiny by the Vendee/s.

23. That the Vendee/s shall from time to time and at any times hereafter hereby agrees to contribute his/her/their proportionate share to the said cooperative society or the Limited Company or a Condominium formed by the Vendee/s of various premises and Car Parking calculated on the basis of his/her/their covered space towards costs, expenses and outgoing in respect of the cost maintaining, repairing re-painting, redecorating etc. of the main structure particularly the roof, shutters, rain-water pipes, gas pipes, electrical wires, underground or overhead tank enjoyed or used by the Vendee/s in common with other Vendee/s aforesaid, the boundary wall of the building, driveways, terraces and horticulture of the open areas, cost of claiming and maintaining, lighting, including street lighting, and maintaining passages, landings, stair-cases, gardens, lamps, driveways and other parts of the building enjoyed or used by the Vendee/s as aforesaid and for the payment of the salaries of working staff, security staff, parking staff, clerks, bill collectors, watchmen, sweepers, liftmen, gardeners, etc. as also the cost of working and maintaining the lifts, maintaining tubewells, maintaining electric sub-station, pumps, and machinery, insurance of the building against fire, earth quake, riots and civil commotion etc. The Vendee/s shall enter into an agreement with such cooperative society or the Limited Company or a condominium for performance of the terms set out therein as may be required.

24. That as long as each Premises and Car Parking in 'Surya Vihar' Apartments is not separately assessed for local authorities taxes, cesses and other levies, the Vendee/s shall pay proportionate share towards local authority's taxes, rates, and cesses and maintenance charges payable either by the Owner or the occupier or by both and proportion/proportionate share of the water charges and such proportion shall be made by the Vendor and the same shall be conclusive, final and binding on the Vendee/s, which will not be questioned and the non-payment thereof shall entail interest/penalty as may be decided by the Vendor or the cooperative society or the Limited Company or Condominium formed for providing maintenance in the building.

25. That the said buildings will always be known as 'Surya-Vihar' Apartments and this name shall not be changed, altered or modified by the Vendee/s, or otherwise by any party or person or their successors and assigns.

26. That the Vendee/s who has/have been delivered the possession will be entitled to use the premises, the Car Parking without any hindrance as long as the premises is used as Private Residence and the Car Parking for parking motor vehicle, subject to the stipulation and restrictions imposed by the Government, Central/State or local authority or any other authority and rights of all other Vendee/s.

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27. That the Vendee/s shall maintain at his/her/their own cost the Premises and Car Parking transferred to him in the same good conditions and shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies/authorities or body competent to make rules and regulations. Any violation in respect of the foregoing shall be at the risk of the Vendee/s who shall bear all penalties and other consequences which may follow from breach of the above terms and conditions contained herein.
28. That the Vendee/s undertake(s) to keep the said premises as also its partition walls, sewers, drain pipes, electrical wiring and fittings and fixtures etc. in good working condition and good repair and in such manner so as to protect the other parts, fittings and appurtenances in the buildings.
29. That the Vendee/s shall permit the Vendor, co-operative society or the Limited Company or Condominium as formed by the Vendee(s) (for providing maintenance and for common service) their surveyors for their agents with or without workmen at all reasonable times to enter into the Premises, Car Parking or all or any part thereof for the purpose of examining the state and conditions thereof as well as or repairing, maintaining, re-building, and keep in order in good condition, any services pertaining to the building or services or used in said building and also for the purpose of pulling down, maintaining, repairing, and testing drainages, gas and water pipes, electric wires, etc. (The maintaining of the Premises and Car Parking shall be responsibility of the Vendee/s or the cooperative society or the Limited Company or Condominium and the Vendor shall not be responsible or liable in any manner whatsoever and shall be liable to make good all defects and carry out all repairs for which cooperative society or the Limited Company or condominium or the vendor as the case may be, shall be competent to do so at the cost and risk of the Vendee/s.
30. That the Vendee/s shall not use or cause to be used the Premises and Car Parking in the manner which may cause nuisance or annoyance to the other owners, occupiers of the building and or to the neighbours etc.
31. That the Vendee/s shall not demolish or damage or caused to be demolished or damage any portion belonging to Vendor, the Premises acquired by him/her by virtue of this sale deed at any time and shall not make any addition or alteration of whatever nature to the said premises detrimental and violative of the rights of other owners, occupiers and users of building. The Vendee/s may however make temporary partitions made of any, material or metal sheet or glass as permissible under the rules/bye-laws of the

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local authorities. The Vendee/s shall not close verandas, balconies, terraces or lobbies, open spaces, nor shall permit any alteration in the elevation and outside colour scheme.

32. That the Vendee/s shall not put up or display hoardings, signboards, advertisement, neon signs, name-plates, emblems, and other similar materials in any part of the building including the common amenities areas, the boundary walls and compound surrounding the building or outside the buildings, windows, passages, lobbies, stair-cases, lifts, ramps, verandas, terraces, roofs etc.
33. That the Vendee/s shall not throw or accumulate any dirt, rubbish, rags, or other refuse or permit the same to be thrown or over any portion of the building except the place reserved therefor.
34. That the Vendee/s shall not store or allow to be stored any combustible materials or incendiary gases or other such materials which may be safety-hazard to the building and or the premises, Car Parking or neighbouring occupiers and which are not permissible under any law, regulations or stipulations time being in force of corporation, body, government, authorities etc.
35. That the Vendor/Cooperative Society or the Limited Company or Condominium shall get the building insured and the Vendee/s shall be liable to pay proportionate cost of such insurance premium. In case of any loss or damage to the Vendee/s by riotous mob or earthquake or civil commotions, the insurance policy so taken in the name of the Vendor/Cooperative Society or the Limited Company or Condominium and the share or premium payable by the Vendee/s shall be determined by the Vendor/Cooperative society or the Limited Company or Condominium as the case may be and that the decision, such determination of the Vendor the Cooperative society or the Limited Company or Condominium shall be conclusive and final. In case of any damage and short-fall in the expense involved upon getting the insurance money the same shall be contributed proportionately by all the Apartments Purchaser/ Vendee(s) of various portions of the building. Should the Cooperative Society or the individual not adhere to the terms contained herein the Vendor shall not be responsible for any loss to the building or the area of the Vendee/s. It is further confirmed that the Vendee/s shall not do or cause to be done any act or thing which may render, void or voidable any insurance of the Premises and the building or any part thereof or do anything which may attract increased premium to become payable in respect thereof.

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36. That the parking provided in the building shall always be used for parking only. Neither the Vendee/s nor the Vendor shall be entitled and empowered to carry out any construction, temporary or permanent in the said parking area of the building.
37. That the Vendor will have the right to use parking/common area or open space, if any, which form the part of the 'Surya Vihar Complex' to dump and store their building materials to be used to complete the construction of the said complex and the Vendee/s will have no objection whatsoever.
38. That the Vendee/s shall be entitled to get his/her/their name mutated in the records of the local authorities. The Vendor shall sign all no objections and cooperate to do all such acts at the costs and expenses of Vendee(s).
39. That the Vendee/s, shall give notice of his/her/their intention to transfer the said shares and his/her/their interest in the capital/property to the Vendor, Cooperative Society or a Limited Company or Condominium, as the case may be, along with the consent of the proposed transferee(s) and obtain No Objection Certificate to that effect from the Vendor, Cooperative Society or a Limited Company or Condominium as the case may be before effecting such transfer.
40. That the Vendee/s shall submit/furnish undertaking/ declaration in compliance with the provisions of any law for the time being in force and also sign, submit, execute and deliver all deeds, documents and other writings as may be required in implementation of the terms, conditions and covenant of this deed.
41. That the liabilities of the Vendee/s due to the Vendor/ Cooperative Society/Limited Company/Condominium on the date of application shall be fully paid by the Vendee(s). The Vendee(s) shall also undertake to pay the liabilities which may become due till the transfer application is approved.
42. That the Vendee/s shall undertake to discharge all liabilities to the Vendor, Cooperative Society/Limited Company/ Condominium, which related to period of its membership and have become payable by him/her/them after cessation of it membership due to any demand made by the local authority, Government or by other authority on that account after cessation of its membership.
43. That any transfer made in contravention of this deed shall be void and not effective.
44. That the transferee(s) shall be eligible to exercise the right of the membership on/after receipt of the letter in the prescribed form from the Vendor/Cooperative Society/Limited Company/Condominium.

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45. It is specifically agreed and confirmed by the Vendee/s that covenant on the part of the Vendee/s to be observed, abide and performed are covenants running with the land and part and parcel of this deed more particularly setout in Schedule 'C' hereunder written and the Vendee/s agree to abide by the same.
46. That all the costs of stamping and embossing of this sale deed have been paid by the Vendee/s including the registration fees & charges as applicable.
47. That through Registered General Power of Attorney registered vide number _____ dated _____ at the Office of Sub-Registrar _____ Shri _____ has been authorised for purposes of presentation, and registration of the Sale Deed on behalf of th Director, Make Waves Sea Resort Pvt. Ltd., the Vendor herein.
48. For the purpose of this Agreement unless there is something inconsisting with or repugnant on the subject or context. ;
- a) **VENDOR** shall mean and include **MAKE WAVES SEA RESORT PRIVATE LIMITED** (amalgamate of M/s Omega Commercial Pvt. Ltd.) its successors and assigns.
- b) **FLAT PURCHASER/VENDEE** shall mean and include -
- i) In case of individual, his/her heirs, executors, administrators, nominees and assigns.
 - ii) In case of sole Proprietary firm, shall include the Proprietor, his/her/its heirs, executors, administrators, successors, nominees and assigns.
 - iii) In case of Partnership firm their partners and their respective heirs, executors, administrators, successors, survivor, nominees and assigns.
 - iv) In case of Trust, the trustee/s and her/his/their successors in office and assigns.
 - v) In case of company, its successors, nominees and assigns.
 - vi) In case of Hindu Undivided Family, its Karta and manager and members for the time being and their survivors and respective heirs, executors, administrators, successors and assigns.
- c) **SINGULAR** shall include plural and vice-versa.
- d) **MASCULINE** shall include feminine and vice-versa.

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Asha Gupta

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THE SCHEDULE 'A' HEREINABOVE MENTIONED

All the pieces or parcels of land situated, lying and being at village Dundahera (at Delhi-Haryana Border) Tehsil & District Gurgaon admeasuring 12.34 acres being Khasra Nos.5/20, 21, 22, 23/1, 3/16/1, 4/11, 18/2, 19, 20, 21, 22, 23/1, 26, 16, 17, 18/1, 23/2, 24, 25, 9/4/2, 3/2/1, 3/2/2, 4/1, 26 situated in Sector 21 Gurgaon (village Dundahera); surrounded on or towards North by Delhi Road; on or towards West by portion of plot of land reserved under Haryana Town Planning Act; on or towards South by portion of property of private Owner and partly by Talao; and on or towards the East by Delhi-Gurgaon Road.

THE SCHEDULE 'B' HEREINABOVE MENTIONED

Unit No. 17-D in ROW HOUSE COMPLEX A/I AND/OR

Unit No. _____ in Apartment Building No. _____

Garage/Car Parking No. PD in Apartment Row House

Building No. 17 in Compound in SURYA VIHAR APARTMENT
at Dundahera, District Gurgaon, Haryana standing on the property described in the Schedule
'A' hereinabove written.

THE SCHEDULE 'C' HEREINABOVE MENTIONED
(COVENANT ON THE PART OF THE VENDEE/S)

The Vendee/s hereby covenant with the Vendor and agree, confirm and declare that this covenant is running with the land and shall be binding on his/her/their/it heirs, executors, administrators, successors, beneficiaries and assigns.

1. The Vendor shall be entitled to construct and complete additional floor/s, building/s or any structure or structures in the said complex known as SURYA VIHAR COMPLEX as per the permission and sanction granted by the Town & Country Planning, Haryana and other concerned authorities, without Vendee/s claiming any compensation or any right, title or interest or any benefit therefrom and further confirm that Vendor shall at their discretion be entitled to sell and or dispose off or create any third party rights and receive consideration amount as the Vendor deem fit and proper.

[Signature]

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Asha Gupta

[Signature]

2. Any additional FSI/FAR including any balance, that may be available in future by virtue of change in law or any rules, regulations or bye-laws of the concerned authorities and all the said benefits shall absolutely vest in the Vendor, without Vendee/s and/or Association or Society as the case may be having any claim or demand of any nature whatsoever.
3. All unsold premises whether presently ready for possession or under construction or to be constructed shall absolutely belong to the Vendor.
4. The Vendee/s shall not claim any right, title or interest on any premises, spaces etc. other than the premise herein conveyed under this Deed and Except the said premises all unsold premises, terraces, common areas and facilities, parking spaces and other spaces and structures shall absolutely belong to the Vendor and the Vendor shall be entitled to deal with the same at their discretion and choice.
5. The Vendee hereby covenant that he/she/they/it shall reimburse the deposit called to be made by the vendor with the State Govt. in proportionate towards their share to the Vendor and/or to the concerned authorities as the case may be applicable and payable.
6. The Vendee/s shall also pay to the Vendor all the legal cost, charges and expenses which are incurred or to be incurred in respect of this sale deed and other writings and assurances thereof and other legal formalities including formation of Association thereof.
7. It is specifically agreed that the Vendor shall have absolute right, title, interest to deal with the community hall situated in the SURYA VIHAR COMPLEX and all other benefits, facilities, amenities provided therein and the Vendor alone shall be entitled to deal with the same at their choice and discretion and neither Vendee/s nor Association shall have any right, title or interest, benefit, claim or demand or any nature whatsoever.
8. The Club House that is provided or to be provided in the SURYA VIHAR COMPLEX along with the swimming pool and other recreation facilities, the Vendee/s shall be allowed to use the said club house by becoming member and paying subscription and/or membership fees and deposit if any. The rules, regulations and bye-laws for utilisation of the said club house shall be decided by the Vendor. However the Vendee/s or Association does not have any specific exclusive right, title or interest on the Club House, save and except the rights to be provided to them by virtue of they becoming member of the Club House. All other rights in the premises and building of Club House shall remain the property of the Vendor unless the same is specifically assigned to any party or person.

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Asha Gupta

B. S. S. S. S. S.

9. Till project in all respect of SURYA VIHAR COMPLEX is not completed, the Vendor shall be entitled to complete the same and the Vendee/s hereby covenant that he/she/they shall not obstruct, interfere or act in any manner by which the Vendor's project is effected for completion thereof and neither the Vendee nor the Association shall be entitled to file any legal proceeding/s against the Vendor by which the Vendor is restrained in completing the project. The facilities and amenities to be provided in the complex, shall be completed simultaneously with the completion of the entire project and till such time the Vendee/s and/or Association shall not object in any manner for the same.
10. Till the Association or condominium is formed and registered for the purpose of maintenance of common amenities and facilities, the Vendee/s shall pay regularly and in advance to the Vendor and after the charge is handed over to the Association as per the maintenance charges fixed from time to time, and any delay or failure in making payment the Vendee/s shall have to pay interest at the rate of 21% p.a. on the outstanding payment.
11. Any demand or notice received from any concerned competent authorities in respect of payment of stamp duty, registration fees, penalty etc. in respect of the premises acquired by the Vendee/s, the entire responsibility shall be of the Vendee/s alone and the Vendee/s only shall deal with, face, defend and settle the same without holding Vendor responsible in any manner whatsoever.
12. The Vendee/s shall not do any structural changes nor he shall change the outside colour scheme and elevation of the Building in which the said premises is situated and any violation thereof the Vendee/s shall alone be responsible for the same. The Vendee/s shall use the premises with due care and caution without damaging any other part of the premises and/or building and the common amenities and facilities thereof and shall not use the said premises other than for residence purpose and shall not throw any garbage in the compound of the complex or passage.
13. The Vendee/s shall use the common area and facility with due care and caution and not misuse the same and the Vendee/s shall be fully responsible for any misuse thereof.
14. So far as rights of the Vendee/s is not effected in respect of his premises, the Vendor is entitled to sub-divide and/or to amalgamate the said property described in Schedule 'A' hereinabove written with any other property/ properties and entire benefit thereof shall/always remain with the Vendor without Vendee/s, association or any other body of Surya Vihar Complex having any right, title, interest, claims or demand of any nature whatsoever nor they will raise any dispute in respect thereof in any Court of Law.


for

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Ashagupta

(Signature)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal to this sale deed and the duplicate hereof on this day, month and year hereinabove written.


Drafted by
RAJBIR SINGH
Advocate, Gurgaon


WITNESS:

1.


M. S. SANKHLA
Advocate
GURGAON


VENDOR
(MAKE WAVES SEA RESORT PVT. LTD.)

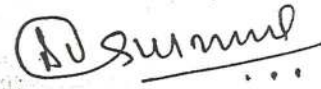
2


Rajbir Singh Adv.
Gurgaon

3.

Mareh Yadav & Sh. Chandra Lal

Asha Gupta



VENDEE

Mo. with Dindakesh

Gurgaon

RECEIPT

Received of and from the abovenamed Vende/s total sum of Rs. 32,46,976/- 1-
(Rupees Thirty Two Lacs Forty Six Thous and Nine Hundred & Seventy Six only) as and
towards Sale Price as within mentioned in full satisfaction thereof on or before the execution of
this presents to be by the Vende/s paid to us.

WE SAY RECEIVED



VENDOR
(MAKE WAVES SEA RESORT PRIVATE LIMITED)

प्रलेख P-17395

दिनांक 01/12/2004

नं. डीड संबंधी विवरण

डीड का नाम CONVEYANCE OUTSIDE MC AREA

तहसील/सब-तहसील गुडगाँव

गांव/शहर गुडगाँवा शहर

धन संबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 3,246,976.00 रुपये

स्टाम्प ड्यूटी की राशि 195,000.00 रुपये

रजिस्ट्रेशन फीस की राशि 500.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

यह प्रलेख आज दिनांक 01/12/2004 दिन बुधवार समय बजे श्री/श्रीमती/कुमारी M.W.S.R.Ltd.

पुत्र/पुत्री/पत्नी श्री निवासी 350A, Parliament Street, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

श्री M.W.S.R.Ltd.

उपरोक्त विक्रेता व श्री Asha Gupta केला हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी M.S.Sankhla पुत्र/पुत्री/पत्नी श्री निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Rajbir Singh पुत्र/पुत्री/पत्नी श्री निवासी Adv. Gurgaon साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 01/12/2004

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

Reg. No. 17395 Reg. Year 2004-2005 Book No. 1

(This is the Part of No. 12574)
Dated worth Rs.

District Treasury
GURGAON

24/11/04



विक्रेता



क्रेता



गवाह

विक्रेता :- Kishan Mittal

[Signature]

[Signature] Sanjay Gupta

गवाह :- M.S. Sankhla

[Signature]

Rajbir Singh

[Signature]

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 17,395 आज दिनांक 01/12/2004 को बही नः 1
जिल्द नः 7,594 प्रष्ठ नः 155 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1
जिल्द नः 215 के प्रष्ठ सख्या 3 से 4 पर चिपकाई गयी।

दिनांक 01/12/2004

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

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This is the Part of No. 1574
Dated worth Rs. 1

✓
District Treasury
GURGAON

24/11-24

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Director Treasury
GORGON
24-11-04

This is the Part of No. 12574
Dated worth Rs. 75

✓
District Treasury
GURGAON
24/1/04

This is the Part of No. 12514
Dated worth Rs 7

4
Deputy Treasury
GURGAON
24/1-4

This is the Part of No. 1257
Dated.....worth Rs.....

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Dated T.
GURGA
24/11

✓

10/10/11

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सब रजिस्ट्रार
गुडगांव