



Sl. No. 588767

GSR / 001

RECEIPT

STATE BANK OF INDIA

Mehrauli Road, Gurgaon (01565)

Branch

Code No.

Received a sum of Rs. 10,22,593/-

(Rupees Ten Lacs Twenty Two Thousand Five Hundred Ninety Three only)

from Smt. / Shri Ravinder Singh Bawa S/o Sh. Bawa Madan Gopal Singh
s/o, d/o, w/o Mrs. Paramjeet Bawa w/o Sh. Ravinder Singh Bawa
residing at Azaiaba Muscat Oman for credit to Government of Haryana
account towards Stamp Duty.

Date :

Place :

09 NOV 2012

GURGAON



(Signatures of Authorised Officer)

CONVEYANCE DEED

1. Type of Deed
2. Village/ City (Name & Code)
3. Segment/ Block (Name & Code)
4. Unit Land (Sq. Yard/ Kanal/ Marla/ Acre)
5. Type of Property
6. Super Area
7. Transaction Value
8. Stamp Duty
9. Stamp No. & Date

: CONVEYANCE DEED
: BADSHAHPUR
: -----
: RESIDENTIAL
: 2985.33
: Rs. 1,70,43,214/-
: Rs. 10,22,593/-
: GSR/001:588767

Deficiency Rs. 50/- Received

For VATIKA LIMITED

V.R. No. 21192 Date 23/11/12

Authorized Signatory

S. R. Gurgaon

प्रलेख नः 20007

दिनांक 23/11/2012

डीड संबंधी विवरण

डीड का नाम CONVEYANCE WITH IN MC AREA

तहसील/सब-तहसील गुडगावा

गांव/शहर साउथ सिटी

धन संबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 17,043,214.00 रुपये

स्टाम्प ड्यूटी की राशि 1,022,643.00

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

रुपये

पेस्टिंग शुल्क 2.00 रुपये

बी बुक न. 21192

राशि 50 रुपये

दिनांक 23/11/2012

Drafted By: Self

यह प्रलेख आज दिनांक 23/11/2012 दिन शुक्रवार समय 10:56:00AM बजे श्री/श्रीमती/कुमारी M/s. Vatika पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 621-A, 6th floor, Devika Towers, 6 Nehru Place, N. Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी

गुडगावा

श्री M/s. Vatika Ltd. thru Shyam Gupta(OTHER)

उपरोक्त विवेका व श्री/श्रीमती/कुमारी Thru- Bhavya Dang क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री निवासी Adv. gurgaon व श्री/श्रीमती/कुमारी Mahesh K. Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon ने की। साक्षी नः 1 को हम नम्बरदार/अधिकारी के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 23/11/2012

THE SEAL OF

उप/संयुक्त पंजीयन अधिकारी

गुडगावा

THIS DEED OF CONVEYANCE is executed at Gurgaon on this _____ day of 2012

By

Vatika Ltd., a company registered under the Companies Act, 1956, having its registered office at Flat No. 621-A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi – 110 019 and corporate office at 7th Floor, 'Vatika Triangle', Sushant Lok Phase-I, Gurgaon-122002, Haryana hereinafter referred to as '**VENDOR**', (which expression, unless contrary to or repugnant to the context, shall mean and include its lawful heirs, successors, executors, assigns, representatives and nominees) through its authorized signatory **Mr. Shyam Gupta** duly authorized vide Authority Letter dated **19.11.12** of the First Part.

In favour of

Mr. Ravinder Singh Bawa
S/o Sh. Bawa Madan Gopal Singh
 Property Address: 302/1, Third Floor, Crimson Park West,
 Sovereign, Vatika City, Sector-49, Gurgaon 122018
 Address: C/o Abraj Energy Services P. O. Box 1156,
 Postal Code 130, Azaiaba, Muscat Sultanate Of Oman

AND

Mrs. Paramjeet Bawa
W/o Sh. Ravinder Singh Bawa
 Property Address: 302/1, Third Floor, Crimson Park West,
 Sovereign, Vatika City, Sector-49, Gurgaon 122018
 Address: C/o Abraj Energy Services P. O. Box 1156,
 Postal Code 130, Azaiaba, Muscat Sultanate Of Oman

(hereinafter singly/ jointly, as the case may be, referred to as the '**VENDEE**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/ her/ their heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

WHEREAS the Vendor (which came to be known as Vatika Limited after change of name of Vatika Landbase Limited vide Fresh Certificate of Incorporation dated 28/05/07 issued by ROC, NCT of Delhi & Haryana. Earlier, Vatika Landbase Limited had become a Public Limited Company vide Fresh Certificate of Incorporation dated 8/02/07 issued by ROC, NCT of Delhi & Haryana. Prior to that six companies, including Vatika Greenfield Projects Pvt. Ltd. had amalgamated with Vatika Landbase Pvt. Ltd. vide Hon'ble High Court of Delhi Order dated 28/10/05)/ its aforesaid predecessors in interest had acquired several pieces of land and also entered into collaborations in respect of some other pieces of land situated in the revenue estate of villages Badshahpur & Ghasola, Tehsil & District



विक्रेता



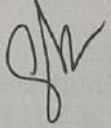
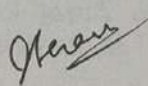
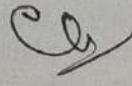
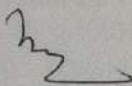
क्रेता

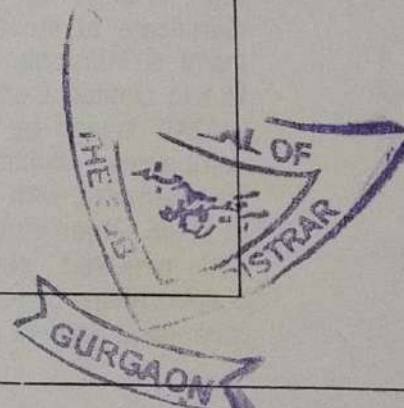


गवाह



उप / सयुक्त पैजीयन अधिकारी

विक्रेता	Shyam Gupta		
क्रेता	Thru- Bhavya Dang		
क्रेता			
गवाह	C.L.Arora		
गवाह	Mahesh K. Chauhan		



Gurgaon in the State of Haryana (now known as Sector 49, Gurgaon) vide various sale deeds registered with the office of Sub-Registrar, Gurgaon.

AND Whereas the Vendor/ its predecessors in interest/ collaborators obtained various licences nos. 77, 78, 79, 80, 81, 120, 121, 124, 125 & 126 of 2004 and 181 of 2007 from the Director, Town & Country Planning, Haryana, Chandigarh under the Haryana Development and Regulation of Urban Areas Act, 1975 for development of the aforesaid land into a residential colony, called 'VATIKA CITY', Gurgaon (hereinafter referred to as the '**SAID COLONY**')

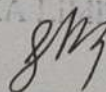
AND WHEREAS under the aforesaid licenses, the Vendor got building plans of a number of multistory residential buildings approved from the Director, Town & Country Planning, Haryana, Chandigarh vide Memo nos. 18488 dated 16.12.04, 8404 dated 08.08.05, 6587 dated 20.05.05 and 4085 dated 31.03.11 and in pursuance thereto has constructed a multi-storey residential building called **Sovereign-1** (hereinafter referred to as the '**SAID BUILDING**').

AND WHEREAS the Vendee had entered into an Apartment Buyers Agreement dated **19th August 2008** (hereinafter referred to as the '**SAID AGREEMENT**') whereby the Vendee had agreed to purchase from the Vendor and the Vendor had agreed to sell one residential apartment no. **302/1** having super area (super area is as defined in the said Agreement) of **277.35 sq. meters (2985.33 sq. feet)** located on the **Third Floor** of the said Building (hereinafter referred to as the '**SAID APARTMENT**') along with right to park **2 (Two)** car(s) in Car Parking Space(s) No(s) **38 & 39** located in **Upper Basement** of the said Building/ Building called **Sovereign** in the said Colony (hereinafter referred to as the '**SAID CAR PARKING SPACE**')

AND WHEREAS the Vendor is legally competent to sell the said Apartment to any individual, company and / or firm.

AND WHEREAS the Vendee has inspected the said fully constructed Apartment and is fully satisfied that the said Apartment has been constructed and facilities including fixtures and fittings provided therein are in accordance with the agreed design, drawings and specifications. The Vendee further records his complete satisfaction with regard to ownership record of the land underneath the said Building and the right, title and interest of the Vendor and its competency to execute this Conveyance Deed.

AND WHEREAS the Vendee has confirmed to the Vendor that he is purchasing the said Apartment with full knowledge of all laws, rules, regulations, notifications etc. applicable to the said Colony in general and the said Building and the said Apartment in particular and the terms and conditions contained in this Conveyance Deed, the said Agreement and the Maintenance Agreement and that he has clearly understood all his rights, duties, responsibilities, obligations thereunder.

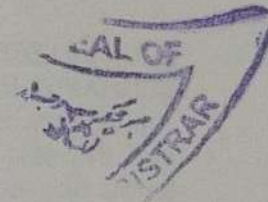


प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 20,007 आज दिनांक 23/11/2012 को बही नः 1 जिल्द नः 13,019 के पृष्ठ नः 191 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 2,524 के पृष्ठ सख्या 43 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 हैं।

दिनांक 23/11/2012

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा



AND WHEREAS the Vendor, relying on the confirmations, representations and assurances of the Vendee to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed, the said Agreement and the Maintenance Agreement has agreed to sell the said Apartment to the Vendee on the terms and conditions appearing hereinafter and in the said Agreements.

AND WHEREAS in furtherance to the above, the Vendor is executing this Conveyance Deed in favour of the Vendee.

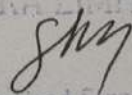
NOW, THEREFORE, THIS INDENTURE OF CONVEYANCE WITNESSETH AS FOLLOWS:

1. In pursuance of the said Agreement dated **19th August 2008** and in consideration of a sum of **Rs. 1,70,43,214 /-** (Rupees **One Crore Seventy Lacs Forty Three Thousand Two Hundred Fourteen Only**) already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits and nothing remains due, the Vendor doth hereby grants, conveys, transfers, assures and assigns unto the Vendee all that piece and parcel of the said Apartment in the said Building as described in Schedule hereto alongwith its proportionate, undivided & impartible rights, titles, interests in land underneath the said Building calculated in the ratio in which the super area of the said Apartment bears to all the apartments/ units in the said Building along with all rights of easements enjoyed or reputed to be enjoyed along with right to park car(s) in the said Car Parking Space subject to the exceptions, reservations, conditions and covenants contained herein and in the said Agreement and the Maintenance Agreement.
2. That the Vendor has represented and assured the Vendee that the said Apartment is free from all encumbrances and in specific the Vendor has not mortgaged the same through any registered/ unregistered deed and that the same is not under any prior agreement to sell, HUF, lien or charge of any nature nor any prior Conveyance Deed has been executed by the Vendor in respect thereof. The Vendor hereby indemnifies the Vendee of all losses and damages occurring to Vendee in the event these representations and assurances are found to be false/ incorrect. That the Vendor has already handed over actual, physical, peaceful and vacant possession of the said Apartment to the Vendee for all purposes and for ever, satisfactory taking over of which is hereby acknowledged by the Vendee.
3. The Vendee has physically inspected and verified the said Apartment and has fully satisfied himself about all items of work, quality of workmanship, materials, specifications, fittings & fixtures used and or provided therein and all other services rendered or to be rendered and will not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged not to have been carried out or completed or for any other

reason whatsoever, including any delay in handing over possession of the said Apartment and such claim or objection, if any, will be deemed to have been waived by the Vendee.

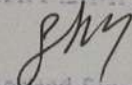
4. That the price for the said Apartment has been calculated on the basis of its super area (super area is as defined in the said Agreement). The Vendee will be entitled to the ownership rights of the apartment area of the said Apartment and undivided proportionate share in the common areas and facilities within the said Building and undivided proportionate share in the land underneath the said Building (i.e. its foot print). As the share of Vendee in the common areas and facilities within the said Building is undivided and can not be separated, he will be entitled to use the same harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, subject, however, to timely payment of maintenance charges by the Vendee. Vendee shall not be entitled to any undivided proportionate share whatsoever in other common areas and facilities within said Colony except the common areas and facilities within the said Building. The undivided proportionate share of the said Apartment in the land underneath the said Building is in the ratio of its super area to the total super area of all the apartments/ units within the said Building. No other land, area, facility and amenity is/ are forming part of this Conveyance Deed, and the Vendee will have no right, no title, no interest of any kind whatsoever on any other land(s) except to the extent of using only such general commonly used areas and facilities within the said Colony as may be decided by the Vendor from time to time, subject, however, to timely payment of maintenance charges by the Vendee. Ownership of all such lands, areas, facilities and amenities, including EWS flats/ dwelling units, schools, shops, commercial premises/ buildings etc. and/ or the area of land earmarked for the same, vests solely with the Vendor and their usage and manner/ method of use/ disposal etc. will be at the sole discretion of the Vendor. The Vendee has given irrevocable undertaking that he shall not claim any right, title or interest in these lands, areas, facilities and amenities and further that he shall not interfere in the manner of booking, allotment, sale and or operation of the same.
5. The price of the said Apartment is inclusive of the cost of providing electric wiring and switches and the Vendee will have to install electric fittings, fixtures, geysers, electricity and water meters etc. at his own cost.
6. That the said Car Parking Space(s) is/ are for the exclusive use of the Vendee together with the said Apartment and the same does not have any independent legal entity detached from the said Apartment. The Vendee will not have any right to enclose the said Car Parking Space(s) or to sell/ transfer/ deal with the same independent of the said Apartment. The Vendee will park his car(s) only in the said parking space(s) and nowhere else in the said Colony.

For VATIKA LIMITED


Authorised Signatory

7. That the Vendee will pay directly or if paid by the Vendor then reimburse to the Vendor on demand, Govt. rates, charges, house tax/ property tax, fire fighting tax, wealth tax and taxes & cesses of all and any kind by whatever name called, whether levied or leviable now or in future by any statutory body or authority on the said Apartment/ said Building as the case may be, as assessable/ applicable from the date of the said Agreement by the Vendee, and the same will be borne and paid by the Vendee in proportion to the super area of the said Apartment to the super area of all the apartments/ units in the said Building/ said Colony, as determined by the Vendor, irrespective of the fact whether the maintenance is carried out by the Vendor or its nominee or any other Body or Association of all or some of the apartment owners.
8. That in order to provide necessary maintenance service to the said Building/ said Colony, the Vendor will be entitled and empowered to maintain the same itself or to hand over its maintenance to any other Maintenance Company/ Agency / other Body or Association. The Vendee has agreed to sign and execute a Maintenance Agreement with the Vendor and the Maintenance Company/ Agency and the Vendee undertakes to abide by the terms and conditions of the said Maintenance Agreement from time to time, including to pay monthly maintenance charges and to keep Maintenance Security Deposit (MSD) with the Maintenance Company/ Agency in order to secure the Maintenance Company/ Agency of due performance by the Vendee of his financial and other commitments under the said Maintenance Agreement. The Vendor may change, modify, amend, impose additional conditions in the Maintenance Agreement from time to time as may be required and as it may deem fit and proper. The Vendee will not be entitled to claim any compensation or to withhold payment of maintenance and other charges on the ground that infrastructure required for the said Building/ said Colony is not yet complete. The Vendee will pay from time to time and at all times the amounts which the Vendee is liable to pay under the said Maintenance Agreement and to observe and to perform all the covenants and conditions contained therein and to keep the Vendor and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Vendor may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated therein.
9. That as and when any Plant and Machinery within the said Building/ said Colony 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. employed for common use, may require replacement, up-gradation, additions etc. the cost thereof will be contributed by all the apartment owners in the said Building/ said Colony on pro-rata basis (i.e. in proportion to the super area of the said Apartment to the total super area of all the apartments/ units in the said Building/ said Colony, as the case may

For VATIKA LIMITED


Authorized Signatory

be. The Vendor or its nominated Maintenance Company/ Agency will have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Vendee has agreed to abide by the same.

10. The basement(s) and service areas, if any, as may be located within the said Building/ said Colony, as the case may be will be earmarked by the Vendor to house services including but not limited to electric sub-stations, transformers, DG sets, water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. The Vendor may also, in its absolute discretion, earmark areas in the basement(s) for reserved/ dedicated car parking for the staff of the Maintenance Company/Agency, its own staff or for individual allottees/ vendees. The Vendee will not use the basement and service areas in any manner whatsoever and the same have been reserved for use by the Vendor and the Maintenance Company/ Agency and its employees for rendering maintenance services. The terms of this deed of sale do not envisage any sale or ownership rights to the Vendee of the equipment and common utilities installed or placed in common areas. The right to use the common area, common amenities, facilities and services in the said Building accrue to the Vendee provided its contractors, permittees, invitees, licensees, employees, tenants and agents exercise such right in accordance with the terms of this deed of sale and the Maintenance Agreement and payment of all charges and dues to the Vendor/ its nominated Maintenance Company/Agency/ Body. The Vendee will keep the Vendor indemnified and harmless against any breach/ violation of the terms hereof.
11. The Vendee shall not use the said Apartment for any purpose other than residential or in a manner that may cause nuisance or annoyance to occupants of other apartments/ units in the said Building/ said Colony or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said Apartment/ said Building which tends to cause damage to any flooring or ceiling or services of any apartment over/ below/ adjacent to the said Apartment or anywhere in said Colony or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Vendee shall also strictly follow the instructions as may be issued by the Maintenance Company/ Agency from time to time. The Vendee has agreed to indemnify the Vendor against any penal action, damages or loss due to misuse for which the Vendee will be solely responsible.
12. The Vendor will have the right, without any approval of any vendee/ allottee in the said Building/ said Colony, to make alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment(s)/ areas within the said Building/ said Colony and the Vendee will not raise any objections or make any claims on

For VATIKA LIMITED

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Authorized Signatory

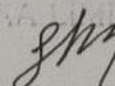
this account and any such additional apartments/ areas/ buildings/ constructions will be the sole property of the Vendor which it may dispose off in any manner it may deem fit. The Vendor will also have the right to give on lease or hire any part of the top roof/ terraces above the top floor (excluding exclusive terraces forming a part of penthouse(s)) of any of the buildings in the said Colony for installation and operation of antennae, satellite dishes, communication towers, other communication equipment or to use/ hire/ lease the same for advertisement or any other purposes, including for construction of further floors/ apartments and the Vendee will not object to the same and make any claims on this account. Roof/ Terrace portion of the said Building is not considered as a common area and Vendee will have no right over the said area which will be utilized by the Vendor as best considered by it. Likewise, the staircases are meant for ingress/ egress from/ to the said Building. The Vendee will have no claim, right, title or interest of any nature whatsoever over, except for the right to use along with the other occupants of the said Building as per the stipulations of this deed of sale, or in respect of all or any open spaces, lobbies, stair-cases, lifts, basements, parapets, external facia/ façade, other common and/ or usable areas etc. which will remain the property of the Vendor. The Vendor in its sole discretion will be entitled to lease/ sell or allow exclusive use of any such area/ portion to any person or entity, without causing any dilution \ hindrance in the intended use of these facilities by the occupants of the said Building.

13. The Vendee will be solely responsible to maintain the SAID APARTMENT at his own cost, in good repair and condition and will not do or suffer to be done anything in or to the said Building, or the SAID APARTMENT or the staircases, lifts, common passages, corridors, circulation areas, parks or the compound which may cause damage to the same or be in violation of any laws or rules of any Authority or change or alter or make additions to the SAID APARTMENT and will keep the SAID APARTMENT, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said Building is not in any way damaged or jeopardized. The Vendee will 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 APARTMENT or common areas. The Vendee will install his air conditioners/ coolers etc. at places earmarked or approved by the Vendor/ Maintenance Company/ Agency and nowhere else and the Vendee will ensure that there is no water leakage from them. That the Vendee will not be entitled to install its personal/ individual generators for providing power back up to the SAID APARTMENT. The Vendee will also not change the color scheme of the outer walls or painting of the exterior side of doors and windows of the SAID APARTMENT or carry out any change in the exterior

elevation or design or make any structural additions or alterations in the SAID APARTMENT. The Non-observance of the provisions of this clause will entitle the Vendor/ maintenance company to enter the SAID APARTMENT, if necessary and remove all non-conforming fittings, fixtures and objects at the cost and expense of the Vendee.

14. The Vendee has confirmed to and assured the Vendor that he has read and understood the Haryana Apartment Ownership Act, 1983 and its implications thereof in relation to the various provisions of this Conveyance Deed and other agreements executed by him with the Vendor and that he will comply, as and when applicable and from time to time with its provisions or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter. The common areas and facilities and the undivided interest of each apartment owner in the common areas and facilities as may be specified by the Vendor in the declaration to be filed by the Vendor in compliance of the said Act will be conclusive and binding upon the Vendee. The Vendee will join any association/ society of apartment owners as may be formed by the Vendor on behalf of apartment owners and will pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Vendor for this purpose.
15. The provisions contained in this Conveyance Deed, the Maintenance Agreement and other agreements/ annexure are specific and applicable to the said Apartment only and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), MRTD Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other apartment(s)/ building(s)/ projects(s) of the Vendor/ its associates / subsidiaries, partnership firms etc. All the provisions contained herein and the obligation arising hereunder in respect of the said Apartment/ said Building/ said Colony will equally be applicable to and enforceable against any and all occupiers, tenants, licensee's and/ or subsequent purchasers/ assignees of the said Apartment as the said obligations go along with the said Apartment for all intents and purposes.
16. The Vendee, if resident outside India, will solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973, Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made hereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc.
17. The Apartment Buyers Agreement and the Maintenance Agreement alongwith their annexures constitute the part and parcel of this Conveyance Deed and shall be read in conjunction with each other. However, in case of inconsistency, the provisions contained in this

For VATIKA LIMITED



Authorized Signatory

Conveyance Deed shall prevail. The Vendee has surrendered/ waived all his rights to invoke all penalty clauses contained in the Apartment Buyers Agreement and has expressed his complete satisfaction with regard to construction of the said Apartment and handing over of its possession to him/ her.

18. The Vendee will ensure that the persons to whom the said Apartment or part thereof is let, transferred, assigned or given possession of will execute, acknowledge and deliver to the Vendor/ Maintenance Company/ Agency such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Vendor/ Maintenance Company/ Agency may reasonably request in order to effectuate the provisions of this Conveyance Deed and the Maintenance Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. However, the Vendee/ subsequent vendees will need to obtain no dues certificate from the Vendor & the Maintenance Company/ Agency before effecting such transfer. The Vendee also undertakes to incorporate the terms of this Conveyance Deed in any transfer document, which he may execute, whether pertaining to sale of the said Apartment or lease or any other transaction of similar nature.
19. If any provision of this Conveyance Deed will be determined to be void or unenforceable under any applicable law, such provision will be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Indenture and to the extent necessary to conform to applicable law and the remaining provisions of this Indenture will remain valid and enforceable.
20. The Vendor will have the right to join as an affected party in any suit/ complaint filed before any appropriate court by the Vendee if the Vendor's rights under this Indenture are likely to be affected/ prejudiced in any manner by the decision of the court on such suit/ complaint. The Vendee has agreed to keep the Vendor fully informed at all times in this regard.
21. Any reference in this Conveyance Deed to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Indenture refer to this entire Indenture and not to the particular provision in which the term is used unless the context otherwise requires. Further wherever the words "foot print of the said Building" occurs in this Indenture, it shall refer and mean "the precise land underneath the Building in which the said Apartment is located".
22. That the rights and obligations of the parties under or arising out of this Indenture will be constructed and enforced in accordance with the laws of India in general and Gurgaon in particular.

23. That the Vendee has borne all the expenses for the execution and registration of this Conveyance Deed including the cost of stamp duty, registration and other incidental charges.
24. That the Vendee can get the said Apartment mutated in his name in the records of the concerned authorities on the basis of this Conveyance Deed or its certified true copy.

SCHEDULE OF THE PROPERTY:

Residential **Apartment no. 302/1** having super area (super area as defined in Apartment Buyers Agreement dated **19th August 2008** of **277.35 sq. meters (2985.33 sq. feet)** located on **Third Floor** of Building called **Sovereign-1** which building has been constructed in residential colony called 'VATIKA CITY' in village Badshahpur & Ghasola, Tehsil & Distt. Gurgaon (known as Sector 49, Gurgaon) in pursuance to license nos. 77, 78, 79, 80, 81, 120, 121, 124, 125 & 126 of 2004 and 181 of 2007 granted by the Director, Town & Country Planning, Haryana, Chandigarh under the Haryana Development and Regulation of Urban Areas Act, 1975 and building plans sanctioned by the said authority vide Memo Nos. 18488 dated 16.12.04, 8404 dated 08.08.05, 6587 dated 20.05.05 and 4085 dated 31.03.11, along with undivided proportionate share in the land underneath the said Building (its foot print) calculated in the ratio in which the super area of the said Apartment bears to the total super area of all the apartments/units in the said Building along with right to park **2 (Two)** car(s) in Car Parking Space(s) No(s) **38 & 39** located in **Upper** Basement of the said Building/ Building called **Sovereign** in the said Colony. A drawing of the said Apartment is annexed herewith.

IN WITNESS WHEREOF THE VENDOR AND THE VENDEE HERETO HAVE HEREUNTO SET THEIR HANDS TO THIS DEED OF CONVEYANCE ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

[Signature]
 Drafted at Sl. No. 4932
C. L. ARORA
 Advocate
 Distt. Gurgaon, Gurgaon

For VATIKA LIMITED

[VENDOR]

[Signature]
 Authorized Signatory

[VENDEE]

WITNESSES:

- Signature *[Signature]*
 Name **C. L. ARORA**
 Advocate
 Occupation **Distt. Courts, GURGAON**
 Address _____
- Signature *[Signature]*
 Name **Maresh K. Chauhan**
 Occupation **Advocate, Gurgaon**
 Address _____

[Signature]
 (On Behalf of Ravinder Bawa
 & Parnyest Bawa)

TOWER BLOCK - THIRD FLOOR

Unit Type : 4- bed room + living/ dining

Built-up Area (incl walls) : 2296.86 S.FT.

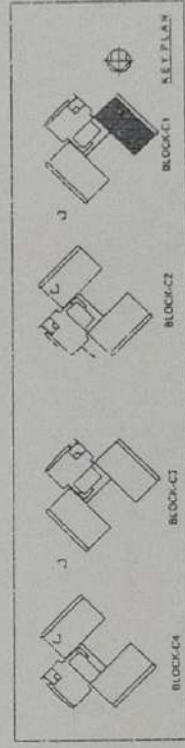
Balconies area : 228.44 S.FT.

Super area : 298.57-37

Plan

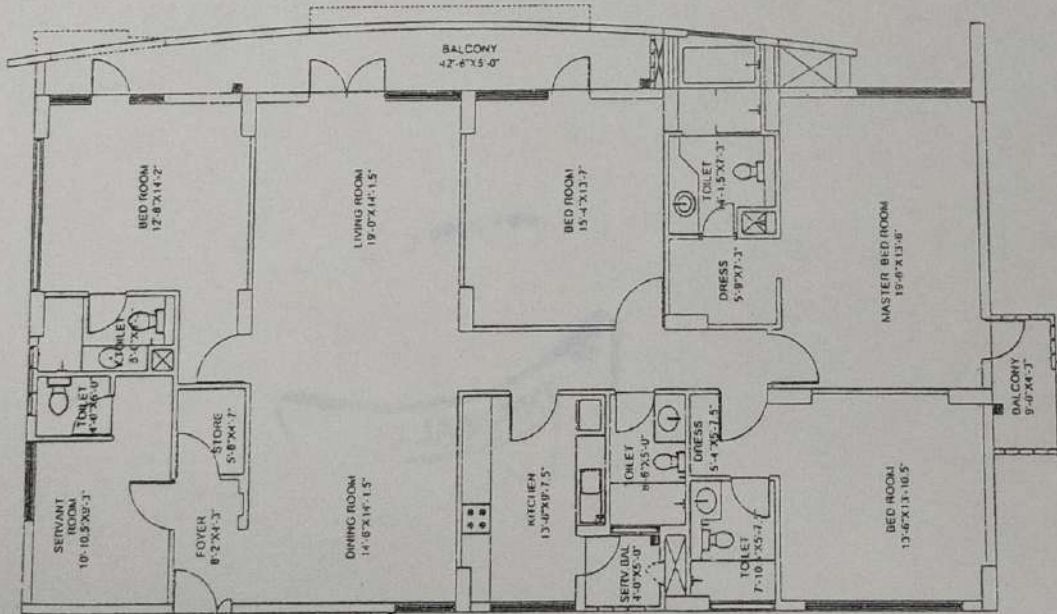
FINAL LAYOUT PLAN

Signature
Sovereign Design Architecture Pvt. Ltd.
Authorized Signatory



For VATIKA LIMITED

Signature
Authorized Signatory



3 - BED ROOM
THIRD FLOOR (341.50k. 10m)

Apt # 302
Sovereign
1, Crimson Park West
Vatika City, Gurgaon

ENLARGED TITLE

VATIKA CITY, Gurgaon - Sohna road

PROJECT TITLE