

Cash Receipt (Office Copy) Receipt Book (A)
Sub Registrar Office रोहतक

Registration No. 2,560 Registration Date 30/05/2016
Name of Executor Land owners etc M/s Omaxe
Date of Execution 30/05/2016
Date of Presentation 30/05/2016
Type of Deed CONVEYANCE WITH IN MC AREA
Transaction Value 35075000.00
Duty Paid thru Stamp 2455300.00

Registry Fees 15,000.00
Pasting Fees 3.00
Total Fees 15003.00

Sub Registrar

रोहतक

The applicant will receive the final document on 30/05/2016 during the office hours



District Information Technology Society (DITS) Rohtak

HARIS Project Rohtak

Second Party Copy

No. 003345

Date: 30/05/2016

Received with thanks from M/s SMS B P L द्वारा अनिल गुप्ता Sum of Rs. four hundred Only on account of Service Charges for Registration of Document no. 2,560/2016-2017/1 under HARIS.

Rs. 400.00

(Incharge)

Be the Patron of DITS Society Rohtak



BY

The Land Owners:

- (1) M/s Singhdeep Estate Developers Pvt. Ltd, having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi – 110019;
- (2) M/s Sangupt Pvt. Ltd., having its registered office at D-8B, Gali No. 19, Madhu Vihar, Delhi -110092;
- (3) M/s Naveenraj Realtors Pvt. Ltd, having its registered office at 12, Local Shopping Centre, Kalkaji, New Delhi – 110019;
- (4) M/s Jivish Colonisers Pvt. Ltd., having its registered office at 12, Local Shopping Centre, Kalkaji, New Delhi – 110019;
- (5) M/s Kishordeep Realtors Pvt. Ltd., having its registered office at 11, Local Shopping Centre, Kalkaji, New Delhi – 110019;
- (6) M/s Deejit Developers Pvt. Ltd., having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi – 110019;
- (7) M/s Parjit Realtors Pvt. Ltd., having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi – 110019;
- (8) M/s Veenish Realtors Pvt. Ltd., having its registered office at 7, Local Shopping Centre, Kalkaji, New Delhi – 110019;
- (9) M/s Sunview Township Pvt. Ltd., having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi – 110019;
- (10) M/s Laldeep Realtors Pvt. Ltd. , having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi – 110019

Parties No. 1 to 10 are associates / Subsidiary Companies of M/s Omaxe Housing & Developers Limited duly incorporated under the provisions of Companies Act, 1956. Henceforth, all parties from 1 to 10 are collectively referred to as "LAND OWNERS" and are represented by their duly Authorized Signatory Mr. Manoj Kumar Gupta, their respective Board Resolutions, passed in the meeting of the Board of the Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, official receivers and assigns.

AND

M/s Omaxe Buildwell Limited (Formerly known as Omaxe Buildwell Pvt. Ltd.), a Company incorporated under the Companies Act, 1956, having its registered office at Omaxe House, 10, Local Shopping Centre, Kalkaji, New Delhi – 110019, through its Authorized Signatory Mr. Manoj Kumar Gupta, vide resolution dated 21st May, 2016 passed by the Registration Committee of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, official receivers and assigns (Developer/Confirming Vendor).

AND

M/s Omaxe Housing & Developers Ltd., a Company incorporated under the Companies Act, 1956, having its registered office at Omaxe House, 7, Local Shopping Centre, Kalkaji, New Delhi – 110019, through its Authorized Signatory Mr. Manoj Kumar Gupta, vide resolution dated 21st May, 2016 passed by the Registration Committee of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, official receivers and assigns (Developer/Confirming Vendor).



प्रलेख नः 2560

दिनांक 30/05/2016

डीड संबंधी विवरण

डीड का नाम CONVEYANCE WITH IN MC AREA
तहसील/सब-तहसील रोहतक
गांव/शहर रोहतक

धन संबंधी विवरण

राशि जिस पर स्ट्याम्प ड्यूटी लगाई 35,075,000.00 रुपये	स्ट्याम्प ड्यूटी की राशि 2,455,300.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 3.00 रुपये

Drafted By: राजबीर

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 30/05/2016 दिन सोमवार समय 10:00:00AM बजे श्री/श्रीमती/कुमारी Land owners etc M/s Omaxe Buildwell L & M/s omaxe H & D L & m/s omaxe Ltd द्वारा मनोज कुमार गुप्ता पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Manoj Kumar

उपरोक्त पंजीयन अधिकारी
रोहतक रोहतक

श्री Land owners etc M/s Omaxe Buildwell L & M/s omaxe H & D L & m/s omaxe Ltd द्वारा मनोज कुमार गुप्ता

उपरोक्त First Party व श्री/श्रीमती/कुमारी M/s SMS B P L द्वारा अनिल गुप्ता Second Party हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी मुकेश नम्बरदार पुत्र/पुत्री/पत्नी श्री

वासी बोहर व श्री/श्रीमती/कुमारी प्रदीप पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी महाबीर निवासी बलियाना ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 30/05/2016

उपरोक्त पंजीयन अधिकारी
रोहतक रोहतक

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उपरोक्त पंजीयन अधिकारी
रोहतक रोहतक



AND

M/s Omaxe Ltd., a Company incorporated under the Companies Act, 1956, having its registered office at Shop No.-19-B, First Floor, "OMAXE CELEBRATION MALL", Sohna Road, Gurgaon - 122001, through its Authorized Signatory Mr. Manoj Kumar Gupta vide resolution dated 7th May, 2016 passed by the Registration Committee of the Board of Directors of the Company, which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, official receivers and assigns (Developer/Confirming Vendor).

The Developer/Confirming Vendor and the Land Owners are henceforth jointly/collectively referred to as "PROMOTER/ VENDOR") of the ONE PART

IN FAVOUR OF

M/s SMS BUILDWELL PVT. LTD., a Company duly incorporated under the Companies Act, 1956, having its registered office at J-221, Sarita Vihar, New Delhi through its Authorized Signatory Mr. Anil Gupta (hereinafter referred to as the "PURCHASER/VENDEE", which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her/their/its, executors, administrators, successors, liquidators, official receivers and assigns) of the OTHER PART.

WHEREAS:

- a) The Developer/Confirming Vendor along with its Associate Companies has purchased the land (hereinafter referred to as the "said Land") and has obtained the necessary licenses, permissions, approvals and NOCs from the various Authorities/Offices of the State and Central Governments for the promotion and development of a residential Township/Colony thereon (hereinafter referred to as the "said Colony") in Villages Garhi Bohar, Pehrawar, Majra and Bohar Distt. Rohtak, Haryana covered by Licenses issued by the office of the Director Town & Country Planning (DTCP), Haryana Chandigarh bearing Nos. 527-542 for area admeasuring 69.71 Acres and 23 for an area admeasuring 41.913 Acres thus the presently total licensed area being 111.623 Acres. The Zoning Plan of the said Colony have been duly sanctioned by the DTCP, Haryana vide Memo No. LC-Vol.II/JD (BB)/2010/7117 Dated 02-06-2010 under the provisions of Haryana Development and Regulations of Urban Area Act, 1975 and Rules made thereunder.
- b) The Developer/Confirming Vendor has entered into an arrangement with its Associate Companies for the marketing of the products in the said Colony subsequent to its development on the entire land collectively in the shape of plots of different sizes and dimensions with specified land uses Villas, Floors, Commercial Units and to realize the sale price from the intending Purchasers in accordance with the approved Layout of the said Colony.
- c) Pursuant to the aforesaid arrangements, the Associate Companies have entered into Memorandum of Understanding with Developer/Confirming Vendor, thereby authorizing the Developer/Confirming Vendor, inter alia, to receive from the Purchaser/Vendee the sale price/ consideration and acknowledge and give effective receipt and discharge for the same.
- d) The Promoter/Vendor has developed and set up the said Colony as per the approved Layout Plan in respect thereof by the Director, Town & Country Planning, Haryana, Chandigarh on the said Land and has named it as the "OMAXE CITY, Rohtak".

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- e) The Promoter/Vendor is well and sufficiently entitled to sell the various products in the said Colony comprising of several plots of various sizes, dimensions and land uses forming part of the approved Layout plan of the Colony.
- f) No one besides the Promoter/Vendor has any interest, right or claim of any kind in the said area under commercial of Land, which at the date hereof is free from all encumbrances and legal disputes and the Promoter/Vendor, has full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.
- g) The Developer/Confirming Vendor, prior to the proceedings under Section 21 & 23(1) of the Companies Act, 1956 and consequential grant of fresh Certificate of Incorporation thereunder dated 06/06/2006 by the Registrar of Companies, was known as Omaxe Construction Ltd.
- h) The Purchaser has applied to the Promoter/Vendor for allotment of area under Commercial admeasuring 1.098 Acres (4443.41 Sq. Mtrs. or 5314.32 Sq. Yards) in the said Colony and the Promoter/Vendor has allotted a commercial falling within Sector 28 in the said Colony situated at Villages Garhi Bohar, Pehrawar, Majra and Bohar Distt. Rohtak, Haryana as per the approved layout thereof dated 13.05.2010 by the Concerned Authority, (hereinafter referred to as the said "area under commercial") on the terms and conditions contained in the concerned Agreement (hereinafter referred to as the "said Agreement") issued by the Promoter/Vendor in favour of the Purchaser/Vendee to his/her/their/its complete satisfaction as to the covenants enumerated therein, duly acknowledged by the Purchaser/Vendee.
- i) The Purchaser/Vendee has fully satisfied himself/herself/themselves as to the sanctions, approvals, layout, NOC's etc. in respect of the development and promotion of the said Colony including that of the said area under commercial which has been carried out and done by the Promoter/Vendor and has now expressed his/her/their/its desire to get this Conveyance/ Sale Deed thereof, executed and registered in his/her/their/its favour.
- j) The Purchaser/Vendee, in terms of the Agreement, has paid the agreed sale consideration of Rs. 3,50,75,000/- (Rupees Three Crore Fifty Lakh Seventy Five Thousand Only) for the said area under commercial, receipt whereof the Promoter/Vendor do hereby acknowledges and is ready to convey the said area under commercial to the Purchaser/Vendee(s) on the terms & conditions stated hereinafter:

NOW THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. PROPERTY AND CONSIDERATION :

- 1.1 That in consideration of the amount of Rs. 3,50,75,000/- (Rupees Three Crore Fifty Lakh Seventy Five Thousand Only) paid by the Purchaser/Vendee to the Developer/Confirming Vendor, the receipt whereof the Developer/Confirming hereby admits and acknowledges, and the Purchaser/Vendee agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions herein contained and as contained in the Agreement, executed between the Promoter/Vendor and the Purchaser/Vendee, the Promoter/Vendor doth hereby convey the said area under commercial unto the Purchaser/Vendee together with all rights, easements and appurtenances whatsoever in the said area under commercial belonging or appertaining thereto TO HOLD the same by the Purchaser/Vendee. The applicable TDS has been deducted from the sale consideration by the Purchaser/Vendee. Payment details are as follows:-

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Sl. No.	Cheque No.	Date	Amount (Rs.)	Bank issued
1.	563219	25/05/2016	10,00,000/-	Indian Overseas Bank
2.	563221	26/07/2016	50,00,000/-	Indian Overseas Bank
3.	563224	26/08/2016	50,00,000/-	Indian Overseas Bank
4.	563225	26/09/2016	50,00,000/-	Indian Overseas Bank
5.	563226	26/10/2016	50,00,000/-	Indian Overseas Bank
6.	563227	26/11/2016	50,00,000/-	Indian Overseas Bank
7.	563228	26/12/2016	50,00,000/-	Indian Overseas Bank
8.	563229	25/01/2017	37,24,250/-	Indian Overseas Bank
		Total	3,47,24,250/-	
		1% TDS	3,50,750/-	
		Sale Consideration	3,50,75,000/-	

- 1.2 It is clarified that the Electric, Water, Sewerage Connection charges etc. and other charges are not included in the aforesaid consideration and shall be payable by the Purchaser/Vendee in addition to the consideration of the said area under commercial. The Purchaser/Vendee shall pay the aforesaid amounts, on demand, to the Promoter/Vendor as may be determined at the time of providing necessary connections from the Main line laid along the road servicing the said area under commercial or as the case may be.
- 1.3 The cost of development of the said area under commercial is escalation-free, save and except increases, which the Purchaser/Vendee hereby agrees to pay due to increase in area, increase in External Development charges, Government rates, taxes, cess etc. and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time.
- 1.4 That the vacant and peaceful possession of the said area under commercial has been delivered to the Purchaser/Vendee simultaneously with the signing and execution of this Deed and the Purchaser/Vendee confirms the taking over of the possession of the said area under commercial after satisfying himself/herself/themselves as to the area and the location of the said area under commercial and the Purchaser/Vendee has agreed not to raise any dispute at any time in future on this account. However, its clarified that the said area under commercial shall always be used for commercial purpose.

2. PROMOTER/VENDOR'S COVENANTS WITH THE PURCHASER/VENDEE:

- 2.1 That the absolute interest which they prefer to transfer/demise by way of this Deed subsists and that they have good right, full power and authority to convey the said area under commercial.
- 2.2 That the said area under commercial is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the said area under commercial or any part thereof the Promoter/Vendor shall indemnify the Purchaser/Vendee.
- 2.3 The Promoter/Vendor will be responsible for provide internal services within the said Project which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity,

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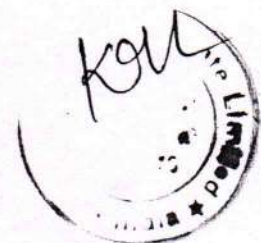


horticulture etc. are to be provided by the Government or the concerned Local Authority up to the periphery of the said Project.

3. OBLIGATIONS OF PURCHASER/VENDEE :

- 3.1 The Purchaser/Vendee confirms that, they have full knowledge of all laws, rules, regulations, notifications applicable to the said area under commercial with specified dedicated use/said Land/said Colony. That the Purchaser/Vendee hereby undertakes that he/she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the said area under commercial, all the requirements, requisitions, demands and repairs which are required by any Development Authority/ Municipal Authority/ Government or any other Competent Authority in respect of the said area under commercial/said Land/said Colony at his/her own cost and keep the Promoter/Vendor indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- 3.2 That the Purchaser/Vendee shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Promoter/Vendor /Maintenance Agency and its employees for rendering Maintenance Services. That the basements and service areas, if any, as may be located within the said Colony shall be earmarked by the Promoter/Vendor to house services including but not limited to Electric Sub-station, Transformers, DG sets room, Underground water tanks, Pump Rooms, Maintenance and Service Rooms, fire fighting Pumps, Air-conditioning Plant and Equipments etc. and other permitted uses as per zoning/ building plans.
- 3.3 That the Purchaser/Vendee may become member of the state of the art in-house Club on payment of fees and charges, as may be applicable. The Club shall be managed by the Promoter/Vendor and/or its nominee. The Purchaser/Vendee shall not interfere in the management and/or maintenance of the Club in any manner whatsoever. It is clarified that the ownership of the Club, its equipment, buildings and constructions together with the rights in the land underneath shall continue to vest with the Company at all times irrespective of whether its management is done by the Promoter/Vendor and/or its nominee appointed for this purpose. The Purchaser/Vendee may avail the Club facilities/services as per the rules and regulations of the Club.
- 3.4 That the Purchaser/Vendee undertakes that the said area under commercial shall always be used for the purpose of Commercial only. Any change in the specified use, which is not in consonance with the theme of the said Colony or is detrimental to the public interest will be treated as a breach of the condition entitling the Promoter/Vendor/ Maintenance Agency to initiate and seek appropriate legal remedy against the Purchaser/Vendee for such violation.
- 3.5 That the Purchaser/Vendee shall have no right, title or interest in any other Plot in the said Colony except the said area under commercial and any other Plot which he may have taken or may hereafter take by any other Deed. Further, the Purchaser/Vendee shall have no absolute right in any of the common areas in the said Colony including the community building, open spaces etc. developed and/or to be developed by the Promoter/Vendor in the said Colony. The Purchaser/Vendee or any other person(s) claiming through the Purchaser/Vendee shall not be entitled to bring any action for partition or division of the said area and facilities, or any part thereof. The Vendee shall only have the right of ingress/egress, over or in respect of open spaces, and/or any of the common areas in the "Omaxe City, Rohtak", such as parks, community building, etc. The Purchaser/Vendee doth hereby agrees and confirms that Purchaser/Vendee shall not create any blockages,

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elevations, constructions, in the common area and shall indemnify the Promoter/Vendor for its acts of omission or commissions in this regard.

- 3.6 That the Purchaser/Vendee hereby undertakes and confirms that he/ she shall construct the building on the said area under commercial as per the approved layout and building plans in respect thereof within the stipulated time therefor prescribed by the concerned authority failing which the Purchaser/Vendee agrees to be liable for and bear payment of any penalty, impositions etc., imposed by the Competent Authority and further undertakes to keep the Promoter/ Vendor indemnified in this regard.
- 3.7 That the Purchaser/Vendee shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Colony; save and except at areas/places specifically earmarked for these purposes in the said Colony.
- 3.8 The Purchaser/Vendee, after taking possession or deemed possession of the said area under commercial, as the case may be, or at any time thereafter have no objection to the Promoter/Vendor of other plots developing or continuing with the development of other Plots adjoining the said area under commercial sold to the Plot Purchaser/Vendee.
- 3.9 That the Purchaser/Vendee shall, as per the policy laid down in the License, use Compact Fluorescent Lamps (CFL) for internal lighting so as to conserve energy
- 3.10 The said Project shall always be known as "OMAXE CITY", Rohtak" and this name shall never be changed by the Purchaser/Vendees or anybody else.

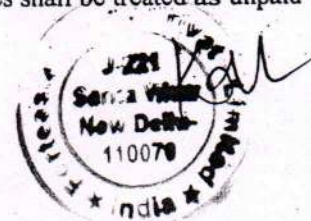
4. **RATES, TAXES, DUTIES AND USER CHARGES FOR FACILITIES :**

4.1 The Purchaser/Vendee hereby undertakes to pay directly to the Local Government/Central Govt./Local Authority or the any existing or to exist in future all rates, taxes, charges and assessments of every description including Cess etc., which are now or may at any time hereafter be assessed, charged or imposed upon the said area under commercial and building constructed thereon, from time to time and at all times from the date of allotment of the said area under commercial by the Promoter/Vendor.

4.2. The Purchaser/Vendee further agrees and undertakes to pay any amount demanded or expenses incurred by the Promoter/Vendor for providing external development works not provided by the Authority at its own cost.

4.3. The Purchaser/Vendee undertakes to pay to the Promoter/Vendor, on demand, any liability, that may be demanded/imposed by any competent authority with retrospective effect which has not been demanded by Promoter/ Vendor or the concerned Authority in the shape and manner of any increase in the External Development Charges/ any other charges levied, by whatever name called or in whatever form, existing or to exist in future all rates, taxes, charges and assessments of every description including cess etc., which are now or may at any time hereinafter be assessed, charged or imposed upon the said area under commercial and building constructed thereon/ said Colony, from time to time and at all times from the date of allotment of the said area under commercial by the Promoter/Vendor and with all such conditions imposed by the Haryana Government and/or any competent authority(ies) and such increase in External Development Charges/ any other charges shall be borne and paid by the Purchaser/Vendee in proportion to the area of the said area under commercial to the total area of all the Plots in the said Colony as determined by the Promoter/Vendor and any such unpaid charges shall be treated as unpaid

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sale price of the said area under commercial and the Promoter/Vendor shall have the first charge/lien on the said area under commercial for recovery of such charges from the Purchaser/Vendee.

4.4. The Purchaser/Vendee specifically agrees to pay directly or if paid by the Promoter/Vendor then reimburse to the Promoter/Vendor on demand any Govt. levies, Property Taxes, other charges etc. including cess/leviable in future on the said Land and/or Project developed/ constructed on the said Land or the said area under commercial, as the case may be, as assessable/applicable in respect of the said area under commercial to the Purchaser/Vendee and the same shall be borne and paid by the Purchaser/Vendee in proportion to the area of the said area under commercial to the area of all the entire Plots in the said Colony as determined by the Promoter/Vendor.

4.5 The Purchaser/Vendee hereby agrees to pay the following other charges on demand to the Promoter/Vendor:

4.5.1 That the standard of internal development has been defined by the Promoter/Vendor and in case of any change at a later stage in the specifications of internal development thereby resulting in the Purchaser/Vendee incurring any extra charges on account of such changes, the same shall be recovered on pro rata basis from the Purchaser/Vendee and shall be payable as and when demanded by the Promoter/Vendor.

4.5.2 The Electricity Load for the entire project will be obtained from concerned Electricity Authority by the Promoter/Vendor or as the case may be, and the cost of installation of Sub-Station/Power House/Transformers shall be charged extra on pro rata basis and shall be payable by the Purchaser/Vendee on demand.

4.5.3 The other charges such as individual Electricity Connection charges from the relevant point of supply including deposit and Meter charges, individual Water Connection charges from the Main supply line, individual Sewerage Connection charges and Storm Water Connection charges from the said area under commercial to the Main Sewerage line and to the Main line respectively and Malba charges etc. shall be borne by the Purchaser/Vendee.

4.5.4 If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said area under commercial/said Project requiring the Promoter/Vendor to provide pollution control devices, effluent treatment plant etc. in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Purchaser/Vendee in proportion to the area of said area under commercial to the total area of all the Plots in the said Colony, as and when demanded by the Promoter/Vendor.

4.6 The Promoter/Vendor alone shall be entitled to obtain the refund of various securities deposited by it during development of the Project with various Governmental/Local Authorities for electric and sewer connection etc.

4.7 Stamp Duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Purchaser/Vendee. The Purchaser/Vendee shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Haryana and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the Concerned Authority.

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5. MAINTENANCE

- 5.1 In order to provide necessary maintenance services, the Promoter/Vendor may handover the maintenance of the said Project to any body-corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Promoter/Vendor in its sole discretion may deem fit.
- 5.2 That the Purchase/Vendee(s) shall be under obligation to execute a separate Maintenance Agreement with the Promoter/Vendor or the Maintenance Agency (if not already executed, within 15 days of the execution & Registration of this deed or otherwise it will be deemed to have been signed and executed by the Purchaser/Vendee(s) with all consequential effects flowing therefrom) with regard to terms, conditions and scope of maintenance of the said Colony and shall be bound by the rules & regulations as described in the Maintenance Agreement. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Colony, the charges payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the promoter/Vendor or Maintenance Agency, for non/belated payments thereof.
- 5.3 The Purchaser/Vendee shall also be liable to pay to the Promoter/Vendor the charges, pro-rata as may be determined by the Promoter/Vendor or its nominated Maintenance Agency, for maintaining various services and facilities in the said Colony where the said area under commercial is situated until the same are handed over to a local Body/Authority for maintenance. All such charges shall be payable and be paid by the Purchaser/Vendee to the Promoter/ Vendor/ Maintenance Agency periodically as and when demanded by the Promoter/ Vendor/ Maintenance Agency. The pro-rata share so determined by the Promoter/ Vendor/ Maintenance Agency shall be final and binding on the Purchaser/Vendee. The Purchaser/ Vendee shall be liable to pay the maintenance charges, regularly and without fail, as per the demand raised by the maintenance agency irrespective of any pending dispute relating to maintenance between it and the Purchaser/Vendee and such dispute may be resolved/ settled in due course of time.
- 5.4 The common areas and facilities shall remain under the control of the Promoter/Vendor whose responsibility will be to maintain and upkeep the common areas and provide common amenities until the same are transferred/assigned to Rohtak Municipal Corporation, Rohtak or any other body or any other maintenance agency.

6. MORTGAGE

That in case the of the Purchaser/Vendee(s) availing loan for the purchase of the said area under commercial, the Purchaser/Vendee hereby covenants with the Promoter/Vendor that after the execution and registration of Conveyance/Sale Deed regarding the said area under commercial, the original Conveyance/Sale Deed shall be received by the Promoter/Vendor on behalf of the Purchaser/Vendee(s) from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.

7. TRANSFER OF DEMISED PLOT

- 7.1 The Purchaser/Vendee further assures that whenever the title of Purchaser/Vendee in the said area under commercial is transferred in any manner whatsoever, such subsequent transferee shall be bound by all covenants and conditions contained in this Deed and said Agreement and the Maintenance Agreement referred to elsewhere herein and subsequent

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transferee be answerable in all respects thereof in so far as the same may be applicable to, affect and relate to the said area under commercial.

- 7.2 That whenever the title of the said area under commercial is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall prior to execution & registration of transfer deed obtain NOC from the Promoter/Vendor and/or Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before effecting the transfer of the said area under commercial failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said area under commercial.
- 7.3 In the event of death of the Purchaser/Vendee, the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Promoter/Vendor and the Maintenance Agency and get the necessary entries made/done in the record of Promoter/Vendor/Maintenance Agency on payment of prescribed fee therefor. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.
- 7.4 The person on whom the title devolves or his/her/their/its transferee, as the case may be, shall provide to the Promoter/Vendor and the Maintenance Agency the certified copies of document(s) evidencing the transfer or devolution.
- 7.5 The terms and conditions contained herein shall be binding on the Occupier of the said area under commercial and default of the Occupier shall be treated as that of the Purchaser/Vendee, unless context requires otherwise.
- 7.6 That whenever the title of said area under commercial is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall within 30 days of transfer give notice of such transfer in writing to the Promoter/Vendor and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before effecting the transfer of said area under commercial failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said area under commercial.

8. GENERAL

- 8.1 The Purchaser/Vendee shall get his/her/their/its complete address registered with the Promoter/Vendor at the time of booking and it shall be his/her/their/its responsibility to inform the Promoter/Vendor by Registered AD letter about all subsequent changes, if any, in his/her/their/its address. The address given in the application for allotment of the said area under commercial shall be deemed to be the Registered Address of the Purchaser/Vendee until the same is changed in the manner aforesaid.
- 8.2 In case of joint Purchaser/Vendees, all communication shall be sent by the Promoter/Vendor to the Purchaser/Vendee whose name appears first and at the address given by him/ it shall for all purpose be considered as served on all the Purchaser/Vendee(s) and no separate communication shall be necessary to the other named Purchaser/Vendee(s).
- 8.3 All letters, receipts, and/or notices issued by the Promoter/Vendor or its nominee and dispatched Under Certificate of Posting /Regd. AD/Speed Post/ Courier Service to the last known address of the Purchaser/Vendee shall be sufficient proof of receipt of the same by

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the Purchaser/Vendee and which shall fully and effectually discharge the Promoter/Vendor /nominee.

9. CONSIDERATION FOR THE PURPOSE OF STAMP DUTY

9.1 Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Purchaser/Vendee. The Purchaser/Vendee shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Haryana and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the Concerned Authority.

SCHEDULE OF AREA UNDER COMMERCIAL

All the rights, title and interest of the Promoter/ Vendor into and upon that piece and parcel of land admeasuring 1.098 Acres (4443.41 Sq. Mtrs. or 5314.32 Sq. Yards) (approx.) being "area under commercial" falling within Sector 28 in the said colony "Omaxe City -Rohtak" situated at Villages Garhi Bohar, Pehrawar, Majra and Bohar Distt. Rohtak, Haryana as per the approved layout thereof by the concerned authority. The layout plan enclosed herewith.

WITNESSES:

1. Nubesh
Nambardar, Rohtak
Baha

[Signature]

2. Pardeep of Mahavir
of Balyan RTK

Pardeep

[Signature]
(For Land Owners)
through its Authorized Signatory
Mr. Manoj Kumar Gupta

[Signature]
(For M/s Omaxe Buildwell Private Limited)
through its Authorized Signatory
Mr. Manoj Kumar Gupta
(Developer/Confirming Vendor)

[Signature]
(For Omaxe Housing & Developers Ltd.)
through its Authorized Signatory
Mr. Manoj Kumar Gupta
(Developer/Confirming Vendor)

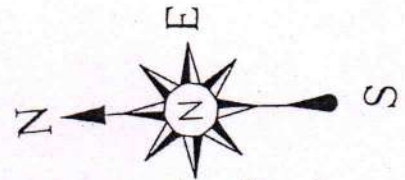
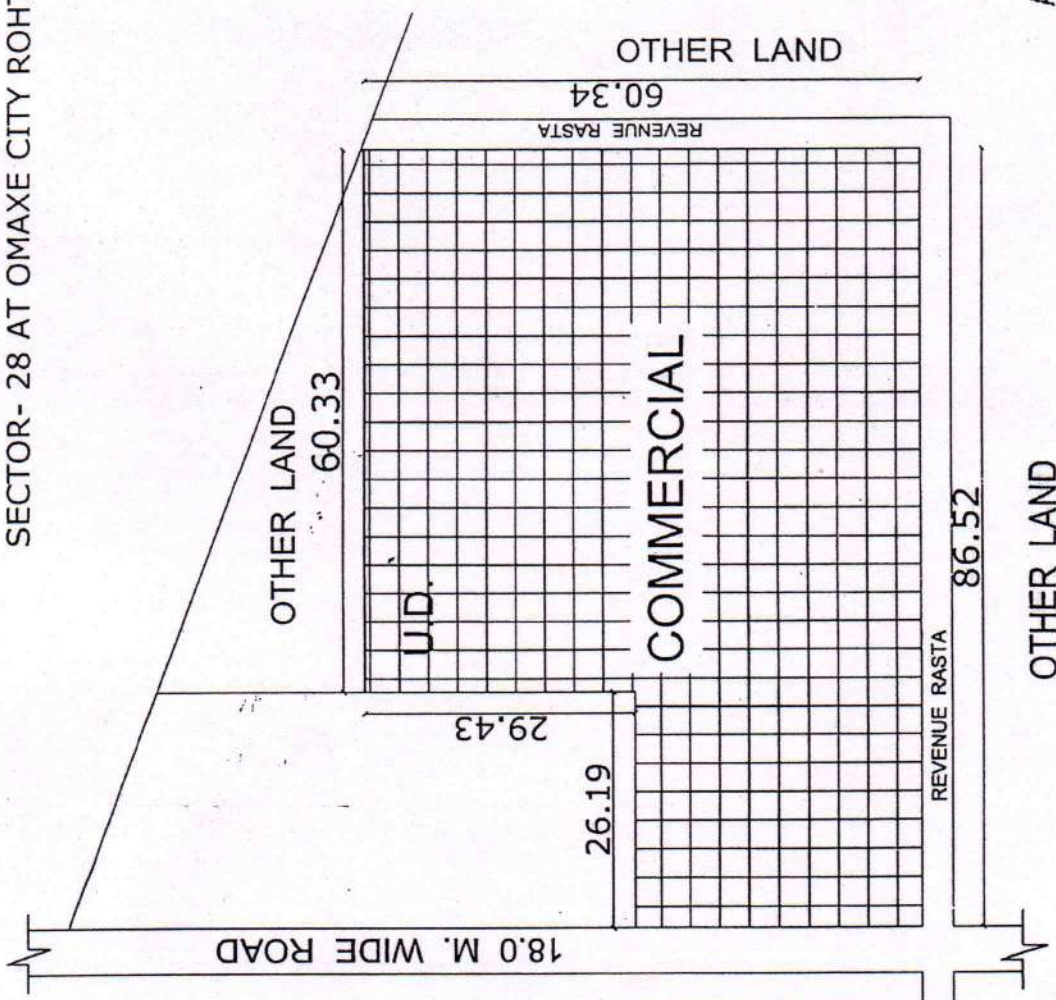
[Signature]
(For Omaxe Ltd.)
through its Authorized Signatory
Mr. Manoj Kumar Gupta
(Developer/Confirming Vendor)
(PROMOTER/VENDOR)

[Signature]
(PURCHASER/VENDEE)

राजवारे
महाराष्ट्र नदीस संस्था



LAYOUT PLAN OF 1.098 ACRES AREA UNDER COMMERCIAL,
 SECTOR- 28 AT OMAXE CITY ROHTAK (HARYANA)



Dr. Akash Gupta
 AKASH GUPTA
 (ARCHITECT)
 CA/2006/36389

AREA UNDER COMMERCIAL:- 1.098 ACRES

