

## CONVEYANCE DEED

1. Type of Deed : Conveyance Deed
2. Independent Floor No : \_\_\_\_\_, on \_\_\_ Floor
- \_\_\_\_\_ Project : JMS GROUP THE MAJESTIC  
HOMES, situated at Sector-M9, M10,  
M13, M14, Manesar, Gurugram,  
Haryana
4. Type of Property : Residential
5. Carpet Area : \_\_\_\_\_sq. ft.(\_\_\_sq meter)
6. Transaction Value/Consideration : Rs. \_\_\_\_\_
7. Stamp Duty : Rs. \_\_\_\_\_
8. Stamp Certificate No. / Date : \_\_\_\_\_

THIS CONVEYANCE DEED is made and executed at \_\_\_\_\_, Gurugram, Haryana, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**BY**

**M/s. JMS INFRA BUILD PRIVATE LIMITED(CIN No.U70109HR2021PTC096955)**, a company incorporated under the provisions of the Company Act,(1956 or 2013, as the case may be), having its registered office at Plot no 2380-SP, Sector 46, Gurugram, Haryana and corporate office at 07th Floor, North Tower, M3M Tee Point, Sector-65, Gurugram, Haryana and **(PAN No. AAFCJ2890M)**, acting through its duly constituted and authorized signatory, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) vide board resolution dated \_\_\_\_ (hereinafter referred to as the **“Vendor”/“Owner”/“Promoter”**) which expression unless repugnant to the subject or context shall mean and include its successors-in-interest, nominees, assigns and all those claiming through it, party of the **FIRST PART**

#### **IN FAVOUR OF**

Mr./Mrs./Ms. \_\_\_\_\_ S/o/W/o/D/o \_\_\_\_\_ R/o \_\_\_\_\_ hereinafter referred to as the **“Vendee”**, which expression shall unless repugnant to the subject or the context, mean and include his/her legal heirs, successors-in-interest, nominees, assigns and all those claiming through herself/him, party of the **SECOND PART**.

**WHEREAS** M/s. Active Promoters Private Limited and others companies are the absolute and lawful owner of lands comprised in Rectangle No. 30 Killa no. 21/2/2(2-9),22(8-0), Rectangle No. 41 Killa no. 1(8-0),2(8-0),9(8-0),10(8-0),11(8-0), 12(8-0),19(8-0),20(8-0),Rectangle No. 41 Killa no. 3/2(4-0),4/2(4-0),7/1(6-4),8/1(4-18),Rectangle No. 14 Killa no. 13/1/2(3-8),14/1(5-16),15/1(5-16),16(8-0),17(5-11),18/1(0-13),25/2(4-0),Rectangle No. 30 Killa no. 2/1/2(7-14),3(8-0),9(6-13),11(8-0),12(8-0),19(8-0),20(8-0),Rectangle No. 31 Killa no. 2(8-0),9/1(5-7),9/2(2-13),11/2(5-16),12/1(7-18),18/2(2-4),19/2/1(7-2),20/1(2-14),21/1(0-5),22/1/2(7-2),23(8-0),Rectangle No. 32 Killa no.14/1(4-3),16(10-2),17/1(7-12),22/1(6-2),23/1(6-9),24(7-18),25/1(2-2), Rectangle No.33 Killa no. 20(6-16),21/1(2-2),Rectangle No. 31 Killa no. 16(8-0),17(8-0), Rectangle No.34 Killa no. 20(8-0),21(8-0),Rectangle No. 36 Killa no. 23/2/2(1-11),24(10-11),Rectangle No. 38 Killa no. 2/1(0-2), 3/1(4-0),3/2(4-0), 4(8-0),7/1(7-2),8(8-0),13/1(2-18),Rectangle No. 36 Killa no. 18(8-4),23/1(2-0),23/2/1(4-9), Rectangle No.41 Killa no. 6/2(1-16),7/2(1-16),8/2(3-2), 13/(8-0),14(8-0),15(8-0),16(8-0),17(8-0),18(8-0),23(8-0),24(8-0),25(8-0),Rectangle No. 43Killa no. 3(8-0),4/1(2-9),5/1(2-9),8/1min north(3-10), Rectangle No.36 Killa no. 25(5-11),Rectangle No. 37 Killa no. 1(9-2),2(2-5),10(4-0),Rectangle No. 38 Killa no. 5(8-0),6(8-0),14/2(4-15),15(4-0),Rectangle No. 40 Killa no. 20(7-12),Rectangle No. 32 Killa no. 11(10-18),12(9-0),13(7-2),18(8-0), 19(8-0), 22/3(1-2),23/3(1-2),Rectangle No. 35Killa no. 10/2/1(1-0),Rectangle No. 32 Killa no. 20(8-0),21/1(2-13),Rectangle No. 33 Killa no. 24(3-2), Rectangle No. 34 Killa no. 3(8-0),4(8-0),5/1(2-18),8/1/1(0-10),16(8-0),Rectangle No. 36 Killa no. 11/2(0-8),12(7-7),20(8-0),Rectangle No. 33 Killa no. 23(8-4), Rectangle No.40 Killa no. 11(7-12),Rectangle No. 30 Killa no. 4(8-0),5(8-0), Rectangle No.31 Killa no. 24(8-0),25(8-0),Rectangle No. 34 Killa no. 7/2(4-0),14(8-0),Rectangle No. 34 Killa no. 17(8-0),18(8-0),23(8-0),24(8-0),25(8-0),

Rectangle No.35 Killa no. 1(8-0),3(8-0),4(8-0),5(8-0),6(8-0),7(8-0),8(8-0),10/1(5-9),Rectangle No. 34 Killa no. 5/2(2-4),6(8-0),7/1(4-0), 15(8-0),Rectangle No. 36 Killa no. 19(8-0),21(8-0),22(8-0),Rectangle No. 38 Killa no. 19(8-0),22(8-0),23(4-6),Rectangle No. 38 Killa no. 13/2(5-2),(17(4-0),18(8-0), admeasuring 881 kanal 12 marla, situated in the revenue estate of village Bans haria Tehsil Harsaru, District Gurugram, Haryana & Rectangle No. 1 Killa no. 21(2-11),22(8-2), 23(4-13), Rectangle No.5 Killa no. 1(7-16),2(8-0),3(8-0),6/2(3-11),7/1(3-11),8/2(1-8),8/1/1/1(0-4),8/1/2/1(2-12),9/1(5-6), Rectangle No. 5 Killa no. 5(3-9),6/1(4-9), admeasuring 63 kanal 12 marla, situated in the revenue estate of village Bans khusla, Tehsil Harsaru, District Gurugram. Haryana. Total Land admeasuring 945 kanal 4 marla or 118.15 Acres, situated in the revenue estate of village Bans haria & Bans khusla, Sector M9, M10, M13, M14, Manesar, Tehsil Harsaru, District Gurugram, Haryana (“said Land”). The aforesaid Land Owners and M/s Worldwide Resorts and Entertainment Private Limited (CIN No. U74999DL2016PTC299194), (PAN No. AABCW8084A), a Company incorporated and registered under the provision of the Companies Act 2013, having its registered office at House No. 738, 2nd Floor , Block A ,Shastri Nagar, New Delhi, North West Delhi 110052 and its Corporate Office at SCO 2,3,4 Old Judicial Complex, Jharsa Road, Sector- 15, Gurugram 122001 and M/s Emaar India Limited(CIN No.U45201DL2005PLC133161),(PAN No.AABCE4308B), a Company incorporated and registered under the provision of the Companies Act, 1956, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi, South Delhi-110017 IN have entered into a joint development agreement dated 13-12-2021 registered as document no. 6965 at the office of the Sub- Registrar, Harsaru. However, the Vendor/Owner/Promoter herein has purchased 17 Plots (D-284 to D-288 and D-307 to D-318)comprises of 0.6159 Acres(2490.99 sq. mtr.) in/out of the said Land vide various sale deeds/conveyance deeds from the aforesaid Land Owners and Thus, **M/s. JMS Infra Build Pvt Ltd (herein “Vendor”/Owner”/“Promoter”)** is the absolute and lawful owner of the said 17 Plots comprises of 0.6159 Acres(2490.99 sq. mtr.) in/out of the said Land and the said 17 plots falls in Khasra Nos.\_\_\_\_\_ of the said land, vide various sale/conveyance deeds registered at the office of the Sub-Registrar Harsaru, Gurugram.

**AND WHEREAS** as per the aforesaid conveyance deeds, the Vendor/Owner/Promoter is fully entitled to seized and possessed of 17 Plots comprises of 0.6159 Acres(2490.99 sq. mtr.) in/out of the said Land to make constructions thereon, to enter into agreements to sell and to sell, to realize sale price, to give receipts and to get such sales registered etc..

**AND WHEREAS** the Director General Town & Country Planning, Haryana, Chandigarh (DGTCP) has granted the License No 36 of 2022 dated 08-09-2022 in favor of M/s Active Promoters Pvt. Ltd. and others in collaboration with the M/s Worldwide Resort and Entertainment Pvt. Ltd., granted for development of Industrial Plotted Colony over an area measuring 118.15 acres in the revenue estate of village Bans Haria and Bans Khuala, Tehsil Harsaru, Sector M-9, M-10, M-13 and M-14 of Manesar, District Gurugram and the said 17 Plots comprises of 0.6159 Acres(2490.99 sq. mtr.) are part of 21.42624 acres which is residential component for development of/under Affordable Plotted colony under Deen Dayal Jan Awas Yojana 2016(“**DDJAY**”) out of the said 118.15 acres licensed land of Industrial Plotted colony(“**Colony**”);

**AND WHEREAS** 17 Plots comprises of 0.6159 Acres(2490.99 sq. mtr.) in/out of

the said Land has earmarked for the purpose of Independent Floors (Residential) project, comprising 17 buildings (each building consist of 4 Independent Floors alongwith Stilt Parking and basement and thus the total independent residential floors are 68 in nos.) and the said project has/shall be known as “JMS GROUP THE MAJESTIC HOMES”(“**Project**”);

**AND WHEREAS** the Vendor/Owner/Promoter was fully entitled to construct the aforesaid Project consisting of Independent Residential Floors etc. and services in accordance with the demarcation-cum-layout plan, zoning plan, Building Plans etc. as approved by the Director General, Town & Country Planning Department, Govt. of Haryana, Chandigarh:

**AND WHEREAS** the Vendor/Owner/Promoter got the plans approved from the appropriate authority for the construction of the 17 Plots comprises of 0.6159 Acres(2490.99 sq. mtr.) in/out of the said Land into Independent Floors (Residential) project, comprising 17 buildings (each building consist of 4 Independent Floors alongwith Stilt Parking and basement and thus the total independent residential floors are 68 in nos.).

**AND WHEREAS** the Vendor/Owner/Promoter got registration of the said Project under the Provision of Real Estate (Regulation and Development) Act, 2016 and rules made their under with the Haryana State Real Estate Regulatory Authority) at Gurugram on \_\_\_\_\_ vide registration No. \_\_\_\_\_ of \_\_\_\_\_ and also got the Occupation Certificate/Part Occupation certificate of the Project/Building/floor \_\_\_\_\_ on \_\_\_\_\_ (**Annexed as Annexure-A**). However, the said Project falls in/phase of/part of the 118.15 Acres colony under the name and style of “The Golden City”(“**Colony**”) registered by M/s Worldwide Resorts and Entertainment Private Limited under the provisions of the Real Estate Act 2016 with the Haryana Real Estate Regulatory Authority(“**HARERA**”) at Gurugram as registration No. 100 of 2022 dated 14-11-2022 vide Memo No RC/REP/HARERA/GGM/625/357/2022/100. Part completion certificate/completion certificate has also been obtained for the colony by M/s Worldwide Resorts and Entertainment Private Limited. However, the said Project is deemed to be an Independent real estate project for the purposes of applicability of the provisions of the RERA Act and H-RERA Rules and H-RERA regulations read with the Haryana Apartment ownership act 1983.

**AND WHEREAS** the Vendee has verified from the Vendor/Owner/Promoter and concerned authorities that the said Project and the Building/Independent Floor has been constructed after grant of all necessary permission and approvals of the concerned authorities and in accordance therewith and have allowed the Vendee inspection of the said Project, zoning plans, Building Plans, no-objection certificates from various departments including but not limited to forest department Fire Department, Airport Authority of India and the Completion Certificate/Part Completion certificate/Occupation certificate/Part Occupation certificate(as the case may be) from Municipal Committee Gurugram/concerned authority, Gurugram/DTCP, the documents by virtue of which the Vendor/Owner/Promoter became owner of the 17 Plots comprises of 0.6159 Acres(2490.99 sq. mtr.) in/out of the said Land and notwithstanding anything to the contrary stated and represented herein or elsewhere, the Vendee is fully satisfied with regard to the right, title, competency and authority of the Vendor/Owner/Promoter to enter into this deed/transaction.

**AND WHEREAS** the Vendor/Owner/Promoter had nominated the Vendee herein as the purchaser in respect of Independent Floor no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, on \_\_\_\_\_ floor, in building no. \_\_\_\_\_ ("**Building**") along with proportionate, undivided impartible share and interest in the said free hold plot of land on which the said Building is constructed (in proportion to the area of the said Independent Floor constructed and to be conveyed to the VENDEE) together with share of common stilt parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet and exclusive area admeasuring \_\_\_\_\_ Sq. Ft. in the Basement having no. \_\_\_\_\_, as permissible under the applicable law and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Independent Floor**") and also limited roof/terrace uses rights. The Independent Floor proposed to be constructed over Plot size of \_\_\_\_\_ Sq Yd/ \_\_\_\_\_ Sq. Mtr. bearing no. \_\_\_\_\_ ("**Building**") in the said Project "JMS GROUP THE MAJESTIC HOMES", situated at Sector M-9, M-10, M-13 and M-14 of Manesar, District Gurugram, Haryana together with the right to use the open area, common areas and common amenities and facilities to be provided in the said Project alongwith all manner of rights, privileges, easements, advantages, appendages and appurtenances whatsoever to the said Independent Floor, and the Vendor/Owner/Promoter hereby agree to accept the Vendee herein as the purchaser of the said Independent Floor and the Vendor/Owner/Promoter hereby agrees to execute and register this conveyance deed in favour of the Vendee and vest the title thereof.

**AND WHEREAS** the Vendor/Owner/Promoter herein agrees that all payments have been made by the Vendee in respect of the cost of the said Independent Floor.

**AND WHEREAS** now this Conveyance Deed is being executed by the Vendor/Owner/Promoter in favour of the Vendee on the following terms & conditions:

**NOW THIS CONVEYANCE DEED WITNESSETH AS FOLLOWS:**

1. In consideration for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) already paid by the Vendee, the Vendor/Owner/Promoter hereby sell, transfer and convey the said Independent Floor no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, on \_\_\_\_\_ floor, in building no. \_\_\_\_\_ ("**Building**") along with proportionate, undivided impartible share and interest in the said free hold plot of land on which the said Building is constructed (in proportion to the area of the said Independent Floor constructed and to be conveyed to the Vendee) together with share of common stilt parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet and exclusive area admeasuring \_\_\_\_\_ Sq. Ft. in the Basement having no. \_\_\_\_\_, as permissible under the applicable law and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Independent Floor**") and also limited roof/terrace uses rights. The Independent Floor proposed to be constructed over Plot size of \_\_\_\_\_ Sq Yd/ \_\_\_\_\_ Sq. Mtr. bearing no. \_\_\_\_\_ ("**Building**") in the said Project "JMS GROUP THE MAJESTIC HOMES", situated at Sector M-9, M-10, M-13 and M-14 of Manesar, District Gurugram, Haryana together with the right to use the open area, common areas and common amenities and facilities subject to the terms and conditions contained herein and to the applicable laws, Rules and Regulations and all rights, privileges, easements, advantages, appendages and appurtenances whatsoever to the said Independent Floor and to hold, possess and enjoy the said

Independent Floor, free from all encumbrances, charges, liens, lispendens, attachments, whatsoever or howsoever.

2. The Vendor/Owner/Promoter hereby confirm the receipt of the total sale consideration in respect of the said Independent Floor and that there is nothing due from the Vendee towards the sale consideration in respect of the said Independent Floor.
3. That the physical possession of the said Independent Floor has been handed over by the Vendor/Owner/Promoter and the Vendee has taken over the possession of the same to his entire satisfaction.
4. That the Vendor/Owner/Promoter hereby assure, represent and covenant with the Vendee that the said Independent Floor is free from all encumbrances, charges, liens, lispendens, attachments, trusts, prior agreements, whatsoever or howsoever and that there is no order of attachment by the Income Tax Authorities or any other authority under any law for the time being in force nor any notice of acquisition or requisition has been received in respect of the said Independent Floor and the Vendor/Owner/Promoter are absolutely and fully entitled to convey and vest the title of the said Independent Floor in favour of the Vendee.
5. That the Vendee has taken over the photocopies of all the relevant documents relating to the said Independent Floor/project.
6. That the Vendor/Owner/Promoter hereby assure, represent and covenant with the Vendee as follows: -
  - a) That the Vendee shall be entitled to the following rights in common with other occupants/owners of other units, Plots, Independent Floors in the said Project/Colony, which shall be subject to rules and regulations made, on the discretion of the Vendor/Owner/Promoter, by the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or Owners Association and/or the Maintenance Agency(s): -
  - b) Common right and liabilities for the Vendee and all persons authorized or permitted by him, for all lawful purposes to use the corridors, lobbies, staircases, stairways, fire escapes, entrances and exits(as available) of the said Project subject to regular payment of maintenance charges.
  - c) The general all apparatus and installation existing for common use subject to payment of maintenance charges.
  - d) The common right to use the fire-fighting system, glazing system and all other parts of the said project necessary or convenient for the use of the Vendee subject to payment of maintenance charges.
  - e) That notwithstanding anything contained herein or elsewhere, it has been clearly understood and agreed by and between the parties, that the maintenance of common areas/facilities, supervision and services to the said project/building on the discretion of the Vendor/Owner/Promoter shall be undertaken and handled by a Maintenance Agency(s) appointed by the

Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or Condominium Association formed by the Unit/Floor/Plot Owners of the said project/colony (herein before and after referred to as “**the Association**”) to which the Vendee undertakes to become a member. The Vendee hereby gives its consent to execute such maintenance agreement(s), on the discretion of the Vendor/Owner/Promoter, as approved by the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Association, or any modifications thereof. The proportionate monthly charges by whatever names called shall be applicable to all the units/ Independent Floor in the said project irrespective of the fact whether the Independent Floor is locked or not in use and borne & paid by the Vendee and/or the purchasers/ occupants of individual units/ Independent Floor of area, as may be fixed/applicable from time to time. That the Vendee shall be entitled to use all common passages and common facilities in connection with the use and occupation of the said Independent Floor, subject to the payment of such charges, which may be levied from time to time by the Maintenance Agency(s) /Association to be appointed by the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited.

7. The Vendee has agreed that the sale shall be subject to various restrictions, limitations etc. as stated hereinafter. The parties have mutually agreed that:
  - The Vendee shall not object to any construction taking place in the said project by the Vendor/Owner/Promoter, which if done shall be the exclusive property of the Vendor/Owner/Promoter.
  - The entire Independent Floor/plot, the superstructure constructed thereon and infrastructural facilities provided therein on the discretion of the Vendor/Owner/Promoter shall belong to and remain under the possession, control and management of the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Association and/or the Maintenance Agency(s) (nominated or appointed by the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Association) and the owner/occupants of individual Units/ portions/spaces shall be bound by the rules and regulations made by the Association and/or Maintenance Agency for the better enjoyment of the said project and separate Maintenance Agreement(s) shall be executed on the discretion of the Promoter, between the Vendee and the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Maintenance Agency(s) and/or the Association in this regard. The said Maintenance Agreement shall, inter-alia, exhaustively define the scope of maintenance of various services and facilities and the charges payable by the Vendee in respect thereof and shall be fully binding upon the Vendee. The Maintenance Agreement shall be read as part of this Deed.
  - Save and except as stipulated herein, the Vendee shall have no claim, right, title or interest of any nature or kind over or in respect of all or any open spaces, common areas/equipment, infra-structure, However, the Vendee shall have the right to enjoy the benefits of the open spaces, common areas/ facilities/ equipment/ infrastructure for the use by the Vendee or its tenants subject to the terms of the Agreement. the

Vendee shall have no claim, right, title or interest of any nature or kind over or in respect of roof/terrace of the building except to limited roof/terrace uses rights and any type of structure/construction, either permanent or temporary as per building by laws, in future, will not be allowed to the Vendee and the Vendee will also not restrict the access to the roof/terrace.

- To use the said Independent Floor for permitted/lawful purposes only and not to carry on or permit to be carried on the said Independent Floor or in any part thereof any activities which shall be or are likely to be in contravention to the statutory bye laws, rules and regulation, or unlawful, obnoxious or of nuisance, annoyance or disturbance to other occupants of the said Project/colony or store any goods of hazardous or combustible nature or which are heavy so as to affect the construction or the structure of the said Project/colony or any part thereof or in any manner interfere for common use.
- At the time of renovating, refurnishing, decoration, installing any equipment, furniture, machinery, partition, false ceiling etc. as also for using said Independent Floor, full regard shall be given by the Vendee (or its nominee/tenant) to fire safety laws, Rules & Procedure applicable to said project in letter & spirit.
- The Vendee (or their nominee/tenants) shall be bound to undertake any such job, take the necessary permission and approvals from the fire department and other concerned authorities/department, if so required.
- That the Vendee undertakes not to object or in any manner disrupt holding of any activity, promotional or otherwise, and/or sales and/or any other activity in the common areas as may be desired by the Vendor/Owner/Promoter for which purpose they may also charge money or lease out the common areas with only one limitation that the entry to the Vendee's Independent Floor shall at no point of time be obstructed and beyond which the Vendee shall under no circumstances raise any objection.
- On the discretion of the Promoter, the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Association and/or the Maintenance Agency(s) shall have the right to insure and keep insured the structure of the said building/project against such risks as the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Association and/or the Maintenance Agency(s) may deem necessary and the insurance premium shall be payable separately by the Vendee in proportion to the area of said Independent Floor purchased by him vis-à-vis the premium payable by the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Association and/or the Maintenance Agency(s) for the said project. The contents, fixtures and fittings installed in the said Independent Floor shall, however, be got insured by the Vendee/occupier at its own cost.
- The said Project shall be known as "JMS GROUP THE MAJESTIC HOMES" and shall never be changed by the Vendee and/or jointly by the Vendee/ Owner of other Units/ Independent Floor in the said Project.

- The VENDEE shall not let, sub-let, underlet, assign, lease, transfer, part with or in any way encumber the said Independent Floor till all dues of whatsoever nature owing to the Vendor/Owner/Promoter and/or payable hereunder are fully paid up before any of the above right is exercised and the VENDEE obtains a no-dues certificate from the PROMOTER/ M/s Worldwide Resorts and Entertainment Private Limited /Association / Maintenance Agency for this purpose, which no-dues certificate shall not be unreasonably withheld.
- Nothing, contained in these presents shall, however, be construed to confer upon the Vendee the rights, title or interest to grant lease, demise or assignment in the said Independent Floor or in the rest of the said Project except the said Independent Floor.
- All the transferees of the Vendee's interest (all those claiming through the Vendee) in the said Independent **Floor** hereby being sold shall always be bound by the terms and conditions of this Deed.
- If the Vendee defaults in making payment of the amounts due and payable as above its share of proportionate charges of the maintenance charges, its share of proportionate charges for the sinking fund to provide for replacements in the said Project,/colony then on the discretion of the Promoter, the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Maintenance Agency(s) and/or the Association shall, after giving 10 (ten) working days notice, be entitled to lock-up/stop/ disconnect/discontinue any or all the facilities/ services to the said Independent Floor, till such time that all the above dues are paid in full. This right of the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Maintenance Agency(s) and/or the Association shall be apart from the right to recover the charges with minimum interest @ 24% P.A. from the Vendee and/or from the occupier of the said Independent Floor from out of the rent payable to the Vendee through the process of Court or otherwise. Besides the Vendee undertakes to pay caution money/security deposit for payment of common outgoing/maintenance charges/sinking fund charges. Such deposit/money will not bear any interest.
- That if, there is any additional levy, rate or charge of any kind attributable to the said Independent Floor as a consequence of Government, Statutory or any other Local Authority orders, the same, if applicable, shall also be paid by the Vendee on pro-rata basis.
- That at present the fire safety measures at the said Project have been provided as per the existing Fire Safety Code/ Regulations. If, however, due to any subsequent legislation, government regulation, order or directive or guidelines, or if deemed necessary by the Vendor/Owner/Promoter, any further fire safety measures are to be undertaken due to additional requirement imposed by the concerned authorities or for the better and/or more purposeful enjoyment of the said Project, proportionate additional cost in respect thereof shall also be payable on demand by the Vendee.
- That the said Independent Floor is a part of the said Project. It is in the interest of the Vendee, occupants, owners of different spaces in the said Project/colony that the entry to the said Project/colony be regulated and some safeguard be provided to prevent entry of unauthorized person(s) in the said Project/colony, including the

common areas and to give an effective hand to on the discretion of the Promoter, the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Maintenance Agency(s) and/or the Association to deal with such unlawful entrants/loiters/peddlers, etc. and also to enable on the discretion of the Promoter, the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Maintenance Agency(s) and/or the Association in particular and the Vendee and/or occupants/owners of the various spaces in general, to deal more effectively with the security of the said Project and maintenance of order therein. For this purpose, the Vendee agrees that on the discretion of the Promoter, the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Maintenance Agency(s) and/or the Association shall be free to restrict the entry at the outer gate itself. In case of insistence, the security staff will be at liberty to call upon the Vendee/occupants/ lawful owners to the gate and personally escort the person(s) from the gate to its office space/premises/said Independent Floor and assume the responsibility of escorting them out as well. It is, however, clarified that during working hours, this restriction will be exercised only sparingly but beyond working hours it will be exercised generally. The provision of this clause will not cause any liability of any kind upon the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Maintenance Agency(s) and/or the Association. The cost of providing security services shall, however, be part of the maintenance charges.

- That it is expressly understood that the internal security of the said Independent Floor and the men/materials kept therein and their safety shall be the sole responsibility of the Vendee, and Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Maintenance Agency(s) and/or the Association shall in no way be concerned or liable for the same.
- 8. That the Vendee shall strictly abide by the term and conditions of the maintenance and any unpaid maintenance shall form first charge on the said premises/ Independent Floor /Unit.
- 9. That the Vendee shall abide by the bye-laws of the Condominium Association and that the Vendee hereby undertakes NOT TO:
  - a) Use the said premises/Unit/ Independent Floor or permit the same to be used for any purpose other than the purpose sanctioned by the authorities concerned or use for any purpose, which may or is likely to cause nuisance or annoyance to the occupiers/ owners of the other portions/spaces of the said Project.
  - b) Use the said premises/Unit/ Independent Floor for any illegal or immoral purposes.
  - c) Store in the said premises/Unit/ Independent Floor any goods of hazardous or combustible nature.
  - d) Do or suffer anything to be done in or about the said premises/building which tend to cause damage to any flooring or ceiling or any premises above, below or adjacent to the said Independent Floor or in any manner interfere with the use thereof or of spaces/portions, passages or amenities available for common use, or in any way affect the environment of common facilities like lights, roads etc.

- e) Make any encroachment or obstructions in common areas/ facilities/services or cause hindrance in the use and enjoyment of any or all-common areas/facilities services/communication areas of the said Project.
  - f) Make noise pollution by use of loud-speakers or otherwise and/or throw away or accumulate rubbish, dust, rages, garbage or refuse anywhere save and except at areas/places specifically earmarked for the purpose in the said Project.
  - g) Use the common parts of the said project by keeping/chaining pets dog, birds or for storage of articles, motor cycles etc. and not to block the common areas/parts of the said Project in any manner whatsoever.
  - h) Keep the battery, invertors/petro kerosene generators, flowers vessels, air conditioners/ coolers etc. either in the common area, or the entrance or road or parking places etc.
  - i) Use the said Independent Floor for any activity commercial or otherwise, except for purposes only.
  - j) Store in the said Independent Floor heavy goods, which may affect the construction and structure of the said Independent Floor/building or the said Project.
  - k) That the Vendee shall comply with and carry out from time to time in respect of the said Independent Floor all the requirements, requisitions, demands and repairs which are required to be complied with by the Director, Town and Country Planning, Chandigarh, Haryana Urban Development Authority, Municipal Authority, Government or any other competent authority/local bodies in respect of the said Independent Floor and the said Project and land (s) on which the said Project is standing at his own cost and keep the Vendor/Owner/Promoter indemnified regarding the same.
10. That the proprietary rights of all the common areas including the roads, common passages, capital equipments like, generators, boring pumps, parking place, motor rooms etc.(as available in the project/colony) are vested in the Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Maintenance Agency(s) and/or the Association and shall be governed by the rules made from time to time for proper maintenance thereof.
11. That the Vendee agrees and binds himself to pay maintenance charges regularly on demand directly to the Maintenance Agency(s) as appointed, as presently applicable and applicable from time to time towards maintenance charges and preservation of said Project building(s), operation of common services and management of common areas and facilities and service charges such as cost of, lighting and of common passages, cost towards power back up, common security arrangements, fire-fighting equipment, capital replacement funds etc. as stated in the Maintenance agreement.
12. That the Vendee agrees and binds himself to pay for water and power consumed in the said Independent Floor as per the meter installed or billed by the

Vendor/Owner/Promoter and/or M/s Worldwide Resorts and Entertainment Private Limited and/or the Maintenance Agency and/or the Association.

13. That on the discretion of the Vendor/Promoter, the Vendee shall execute Maintenance agreement and pay the Maintenance Charges in advance for one year and Interest Free Maintenance Security (IFMS). In case the Vendee fails to pay the total maintenance charges by the due date or within the period mentioned in the notice, on the discretion of the Vendor/Promoter, the Vendor/Promoter and/or M/s Worldwide Resorts and Entertainment Pvt. Ltd. and/or their nominated maintenance agency(s) shall appropriate these charges from IFMS. Over and above the IFMS the Vendee shall also keep deposited with the on the discretion of the Vendor/Promoter, the Vendor/Promoter and/or M/s Worldwide Resorts and Entertainment Pvt. Ltd. and/or their nominated maintenance agency(s) the Sinking Fund, which shall be deposited prior to taking possession of the said Independent Floor. On the discretion of the Vendor/Promoter, the Vendor/Promoter and/or M/s Worldwide Resorts and Entertainment Pvt. Ltd. and/or their nominated maintenance agency(s) shall have full authority and power to appropriate the said Sinking Funds for replacement/repair of fixed assets and in that event the Allottee(s) agrees to replenish the Sinking Fund upon demand by the Vendor/Promoter. On the discretion of the Vendor/Promoter, the Vendor/Promoter and/or M/s Worldwide Resorts and Entertainment Pvt. Ltd. and/or their nominated maintenance agency(s) shall be authorized to provide electricity through DG Set and the same shall be acceptable to the Vendee. The Vendee undertakes to make payments towards the charges of DG set as per the rates and in the manner provided in the Maintenance Agreement during the period pending the grant of the electricity connection from the concerned authority for the Project. The invoices shall be raised for the said purpose. That on the discretion of the Vendor/Promoter, the Vendee shall pay to the Promoter and/or M/s Worldwide Resorts and Entertainment Pvt. Ltd. and/or their nominated maintenance agency(s) Power back up charges(to the extent of 3KVA), Common Area Maintenance charges for one year in advance, Interest Free Maintenance Security ("IFMS") & sinking fund and Club charges @\_\_\_\_\_. and Moreover, the Vendee shall adhere the terms and conditions applicable to him/her/them as mentioned in the Plot Buyer Agreement for residential plots executed and registered by and between the Vendor/Promoter and M/s Worldwide Resorts and Entertainment Pvt. Ltd. for the plot on which the Independent floor is constructed and shall pay the charges accordingly.
14. The Vendee agrees that he shall become a member of such Association of Allottee(s) as and when formed for the said purpose.
15. That in case any provision of this Deed shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted in so far as reasonably consistent with the purpose of this deed and to the extent necessary to conform to applicable law and the remaining provisions of this Sale Deed/conveyance deed shall remain valid and enforceable in accordance with their terms and tenure.

16. That subject to the terms and conditions of this deed the Vendee will be entitled to sell, transfer, assign, or otherwise deal with any of its right, title and interest under this Deed after obtaining written approval of the Vendor/Owner/Promoter.
17. That the Vendee can get the said Independent Floor transferred and mutated in its own name as owner in the Revenue Records or of any other concerned authority on the basis of this Deed or its true copy.
18. The stamp duty and the registration fee and misc./administration expenses on this Deed have to be borne by the Vendee.
19. That notwithstanding anything contained in this Deed and its execution by the Vendor/Owner/Promoter pursuant to the said Agreement in favour of the Vendee, the parties hereto agree and understand the terms and conditions of this Deed. Provided further that the Vendee has verified from the Vendor/Owner/Promoter concerned authorities and Vendor/Owner/Promoter have allowed the Vendee inspection of the said Independent Floor, plans, no-objection certificates from Fire Department, Airport Authority of India(as the case may be) and the Completion Certificate /Occupation certificate/Part occupation/occupation from Municipal Committee, Gurugram/concerned authority/DTCP, the aforesaid sale/conveyance deed etc. and notwithstanding anything to the contrary stated and represented herein or elsewhere the Vendee is satisfied with regard to the right, title, competency and authority of the Vendor/Owner/Promoter to enter into this agreement/deed/transaction.
20. That recitals and annexure to this deed shall form integral part of this Deed.
21. That the VENDEE undertakes to abide by the provisions of all the applicable Acts, rules and regulations.

#### SCHEDULE OF INDEPENDENT FLOOR

All that piece and parcel of built up residential Independent Floor no. \_\_\_\_\_ having carpet area of \_\_\_\_ square feet, on \_\_\_\_\_ floor, in building no.\_\_\_\_ (“**Building**”) along with proportionate, undivided impartible share and interest in the said free hold plot of land on which the said Building is constructed (in proportion to the area of the said Independent Floor constructed and to be conveyed to the VENDEE) together with share of common stilt parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet and exclusive area admeasuring \_\_\_\_\_ Sq. Ft. in the Basement having no. \_\_\_\_, as permissible under the applicable law and right in the common areas (“**Common Areas**”) as defined under Rule 2(1)(f) of Rules, 2017 of the State and also limited roof/terrace uses rights(hereinafter referred to as the “**Independent Floor**”). The Independent Floor proposed to be constructed over Plot size of \_\_\_\_ Sq Yd/\_\_\_\_ Sq. Mtr. bearing no.\_\_\_\_ (“**Building**”) in the said Project “JMS GROUP THE MAJESTIC HOMES” situated at Sector M-9, M-10, M-13 and M-14 of Manesar, District Gurugram, Haryana:

BOUNDED AS UNDER:

North : \_\_\_\_\_

South : \_\_\_\_\_  
East : \_\_\_\_\_  
West : \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands in this Deed, on the day, month and year first above written.

WITNESS;

- 1.
- 2.

(Authorized signatory)  
For and on behalf of the VENDOR

For and on behalf of the VENDEE(S)

Drafted by- \_\_\_\_\_

**Occupation certificate/Part occupation certificate -Annexure A**