CONVEYANCE DEED

This Conveyance Deed ("**Deed**") is executed at [●] on this the [●] day of [●], 202[●];

BY AND AMONGST

DLF LIMITED (CIN.: [●]) (PAN.: [●]), a company incorporated under the provisions of the Companies Act, 1956 and existing under the provisions of the Companies Act, 2013, having its registered office at 3rd floor, DLF Shopping Mall, Arjun Marg, DLF City Phase I, Gurugram 122002, Haryana, through its authorized signatory _____ (Aadhar No._____) authorized vide board resolution dated _____, hereinafter referred to as the **"Promoter"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, and permitted assigns);

AND

The **Promoter** and the **Owner** shall hereinafter collectively be referred to as the "**Vendors**"

AND

_____,
_____
_____

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

The **Vendors** and **Vendee** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS the **Owner** is the absolute and lawful owner of land admeasuring 10724.17 sq. mts. (2.65 acres) falling in part of Khasra Nos. 1985/1, 1986, 1987, 2061,

2062, 2063 & 2064 situated at Village Wazirabad, Sector 54 in Sub-Tehsil Wazirabad, District Gurugram, Haryana (hereinafter referred to as the "**Said Land"**) *vide* sale deed(s) dated 31.03.1992 registered as documents no. 9692, 9693 and 9694; dated 24.11.1989 registered as document no. 7044; dated 14.06.1990 registered as document no.2296; dated 06.11.1989 registered as document no. 6512; dated 09.01.1990 registered as documents no. 8649; both dated 15.06.1990 registered as documents no. 2397 & 2398; dated 16.08.1989 registered as documents no. 3829; dated 11.10.1989 registered as documents no. 5800; dated 30.01.1990 registered as documents no. 9397 registered at the office of the Sub-Registrar.

AND WHERAS the **Promoter** has constructed a commercial project on the Said Land under the name and style of '**Summit Plaza**' ("**Project**") situated at DLF5, Gurugram, Haryana registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 read with the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana with the Haryana Real Estate Regulatory Authority at Gurugram on [●] under registration No. [●].

AND WHEREAS the **Vendee** had applied for allotment of a commercial unit in the **Project** and pursuant whereto, the **Vendee** was allotted the commercial unit bearing no. [●], having **Carpet Area** of [●] sq. mtr. [[●] sq.ft.] and exclusive open terrace area (if any) sq.mts.(_____sq.ft.) on [●] floor for usage of the commercial unit as _____ [***shop / office / restaurant / cinema* -fill *whatever is applicable***] ("**Permitted Purpose"**) in the building ("**Building**") as permissible under the applicable laws 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 "**Said Commercial Unit**" more particularly described in **Schedule-I** and the floor plan of the **Said Commercial Unit** is annexed hereto and marked as **Schedule-III**) and an agreement for sale dated [●] was executed between the Parties hereto ("**Agreement**").

AND WHEREAS the Super Area for the **Said Commercial Unit** is [●] sq.mts. (__sq.ft.) which is equal to {.} times the Carpet Area of the **Said Commercial Unit**. The above multiplication factor has been mutually agreed between the **Vendors** and **Vendee**, which has been incorporated only for commercial reasons and for the sake of

convenience of the Parties. The **Vendee** hereby confirm(s) that he/she/they has/have no objection on that behalf.

AND WHEREAS the **Vendee** had demanded from the **Vendors** and the **Vendors** had allowed the **Vendee**, inspection of site/layout, sanctioned plan, building plans/completion plans, ownership record of the **Said Land** and all other documents relating to the title, competency and all other relevant details and the **Vendee** has confirmed that he/she is fully satisfied in all respects with regard to the right, title and interest of the **Vendors** in the **Said Land**. The **Vendee** has confirmed that there is no further investigation/objection by him/her in this regard and further that the **Vendee** is fully satisfied with the competency of the **Vendors** to execute this **Conveyance Deed**.

AND WHEREAS the **Vendee** agrees and acknowledges that this **Conveyance Deed** is confined and limited in its scope only to the **Said Commercial Unit** for commercial usage, and other rights and obligations of the **Vendee** as specifically set out in this **Conveyance Deed.**

AND WHEREAS the **Vendee** has relied on his/her own judgment and investigation while purchasing the **Said Commercial Unit**. The **Vendors** hereby disclaim to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in the **Agreement** and this **Conveyance Deed**. No oral or written representations or statements shall be considered to be part of this **Conveyance Deed** and this **Conveyance Deed** read with the **Agreement** are self-contained and complete in all respects.

AND WHEREAS the Parties hereby confirm that they are signing this **Conveyance Deed** with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

AND WHEREAS the **Vendors** are the owners of the **Said Commercial Unit** and no one besides the **Vendors** has the title to the **Said Commercial Unit** and the **Vendors** are competent to execute this **Conveyance Deed** in favour of the **Vendee**.

AND WHEREAS the construction of the **Said Commercial Unit** has been completed and the Occupancy Certificate / Part Occupancy Certificate has been granted by the

competent authority. The **Vendee** has been put in possession of the **Said Commercial Unit** and being fully satisfied, has no claim of any nature whatsoever and the **Vendee** confirms that the **Carpet Area** of the **Said Commercial Unit** is [●] sq. mtr. ([●] sq. ft.).

NOW THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

DEFINITIONS:

For the purpose of this **Conveyance Deed**, unless the context otherwise requires: -

(a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
(b) "**Government**" means the Government of the State of Haryana;
(c) "**Rules**" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and as amended from time to time.
(d) "**Section**" means a section of the Act.

Interpretation

Unless the context otherwise requires in this **Conveyance Deed**:

a. the use of words importing the singular shall include the plural and vice versa;
b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
c. reference to the words "include" or "including" shall be construed without limitation;
d. reference to this **Conveyance Deed**, or any other agreement, deed or other instrument or document shall be construed as a reference to this **Conveyance Deed** or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.
e. All capitalized terms used herein in this **Conveyance Deed** but not defined shall have the same meaning as ascribed to them in the **Agreement** executed between the Parties.

1. In accordance with the terms and conditions contained in the **Agreement** and this **Conveyance Deed** and in consideration of the **Total Price** paid by the **Vendee** and

received by the **Promoter** (as per details mentioned in in **Schedule-II** hereunder), the **Vendors** do hereby sell, convey, assign and transfer unto the **Vendee** by way of sale, the **Said Commercial Unit** for the **Permitted Purpose** along with the undivided proportionate interest and right to use the **Common Areas & Facilities** within the **Project/ Said Land** free from all encroachments, charges and encumbrances together with all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the **Said Commercial Unit** or in any way appended therewith usually held as part and parcel thereof.

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

2. The **Vendee** confirms and acknowledges that the **Total Price** of the **Said Commercial Unit** based on the carpet area is Rs. _____ (Rupees _____ only which includes the unit price and applicable taxes.

3. The **Vendee** confirms that subject to the terms and conditions of this **Conveyance Deed**, the **Vendors** have conveyed to the **Vendee** only the following rights with regard to the **Said Commercial Unit:**

   (i) exclusive ownership of the **Said Commercial Unit** for commercial usage;
   (ii) undivided proportionate interest and right to use the **Common Areas and Facilities** (as provided under Rule 2(1)(f) of Rules, 2017 of the State) in the **Project/ Said Land** only, and the **Vendee** shall use the common areas

harmoniously along with other occupants, maintenance staff, etc. without causing any inconvenience or hindrance/annoyance to them. It is clarified that the **Vendors** shall hand over the **Common Areas and Facilities** to the association of allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/part completion/completion certificate from the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017 of the State.

4. The **Vendee** confirms and undertakes that the **Vendee** shall be liable to pay all government rates, taxes and cesses or levies of all and any kind by whatever name called, whether paid or payable by the **Vendors** and/or their contractors (including sub-contractors) and/or levied or leviable now or in future by the government, municipal authority or any other governmental authority on the **Said Commercial Unit/Project/Said Land**, as the case may be, as assessable or applicable from the date of the Occupation Certificate/ Part Occupation Certificate, as the case may be, and handing over possession of the **Said Commercial Unit**. The **Vendee** further agrees that if the **Said Commercial Unit** is not assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the **Vendors**, which shall be final and binding on the **Vendee**. If the **Said Commercial Unit** is assessed separately, the **Vendee** shall pay directly to the competent authority on demand being raised by the competent authority.

5. The **Vendee** acknowledges and confirms that the **Vendee** has not paid any amount towards any other lands, plots, facilities and amenities outside the **Said Land** and as such, the **Vendee** shall have no right or interest in the same and the same are specifically excluded from the scope of this **Conveyance Deed**. Accordingly, the **Vendors** have made it clear and the **Vendee** has understood and agrees that the **Vendee** shall have no ownership thereof and the ownership of such land, areas, facilities and amenities shall vest solely with the **Vendors**, their associate companies, their subsidiaries and they shall have sole right and absolute authority to deal with the same in any manner including creation of rights in favour of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other authority, body, person, institution, trust and/or any local body(ies).

The **Vendee** agrees and understands that all land(s) other than usage of land(s) earmarked as public roads only for use of general public falling outside the periphery/boundary of the **Said Land** are clearly outside the scope of this **Conveyance Deed** and the **Vendee** shall have no right of any nature whatsoever in such lands.

6. The **Vendee** agrees and understands that all the provisions of Punjab Scheduled Roads and Controlled Areas Restrictions of Unregulated Development Act, 1963 and Rules, 1965 framed there under, the Haryana Apartment Ownership Act, 1983, Haryana Building Code 2017 and any amendments thereto from time to time and covenants shall apply, *pari passu*, to the **Said Commercial Unit**. The **Vendee** shall adhere to and comply with all conditions, instructions and guidelines regarding the **Said Commercial Unit** by the Government.

7. The **Vendee** acknowledges and confirms that the **Vendee** has read and understood the **Act** and **Rules** and the implications thereof in relation to the various provisions of the **Conveyance Deed** and the **Vendee** is in full agreement with the provisions of this **Conveyance Deed** in relation to the **Act** and **Rules** and shall comply as and when applicable and from time to time with the provisions of the **Act** and **Rules** or any statutory amendments or modifications thereof or the provisions of any other law(s). Further the **Vendee**, individually and collectively, undertakes to take all necessary steps to ensure compliance with any act which may become applicable to the **Project** in future, and to execute all necessary documentation to ensure compliance thereof.

8. That the **Vendee** confirms and acknowledges having received actual, physical and vacant possession of the **Said Commercial Unit** from the **Vendors** after satisfying himself/herself about the construction and applicable installations like electrification works/ sanitary fittings/ water/sewerage connection are in good order and condition and that the **Vendee** is fully satisfied and has no complaint or claim in respect of the area of **Said Commercial Unit**, any item of work, material, quality of workmanship, installation etc. therein and has no claim on any account whatsoever in respect thereof. The **Vendee** agrees and confirms that the **Vendors** have completed and discharged all its obligations as detailed under the **Agreement** and this **Conveyance Deed** and the **Vendee** shall have no claim, financial or

otherwise, on any account whatsoever against the **Vendors** under/or in respect of the **Said Commercial Unit**.

9. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the **Promoter**, relating to such development, is brought to the notice of the **Promoter** within a period of 5 (five) years by the **Vendee** from the date of offer of possession, it shall be the duty of the **Promoter** to rectify such defects without further charge, within ninety days, and in the event of **Promoter** failure to rectify such defects within such time, the aggrieved **Vendee** shall be entitled to receive appropriate compensation in the manner as provided under the **Act**.

   Provided that,

   (i) (a) The above-mentioned liability of the **Promoter** shall be limited to structural defects only (quality and workmanship).

   (b) The **Vendors** shall not be liable for any such structural/ architectural defect induced by the **Vendee**, by means of carrying out structural or architectural changes from the original specifications/ design or any misuse thereof; or any act, omission or negligence or non-compliance of any applicable laws;

   (ii) It is further clarified that the **Vendors** shall not be liable for any defects caused due to normal wear and tear.

   (iii) (a) The **Promoter** shall procure fixtures, fittings, equipment and/or services including but not limited to elevator, power back up equipments, pumps etc. of standard makes and these shall be governed by their respective warranties provided by their manufactures/installers. The said warranties of the same shall be made available to the **Vendee**/ Association of Allottees/Association of Commercial Unit Owners ("**Association**") by the **Promoter**.

   (b) The **Promoter** having procured the items from standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufactures/installers and the **Vendors** shall have no liability in this regard.

(iv) In case any such structural defect or any other defect in workmanship, quality or provision of services by the **Promoter** at the Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the **Promoter** shall be entitled to such additional time period, provided an intimation thereof has been provided to the **Vendee** / the Association / the Maintenance Agency, as the case may be, prior to expiry of the said initial 90 (ninety) days. The **Promoter** / **Vendee** / the Association / the Maintenance Agency shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The **Vendee** hereby agrees to such additional time / extension of time.

10. The **Vendee** hereby agrees and undertakes that the **Vendee** shall willingly adhere to the obligations for environment conservation/GRIHA guidelines within the **Project** as attached herewith/or as maybe provided and shall always be cooperative and vote for any all or all decisions, which will be requested by the Association in furtherance to this cause.

11. The **Vendee** undertakes to join the Association as may be registered / formed on behalf of the commercial unit owners of the **Project** under the applicable law by the **Vendors** and as provided for under the **Act** and **Rules**, 2017, and the **Vendee** undertakes not to form / join / become part of any other association / society in respect of the **Said Commercial Unit** or the **Project** and to pay any fee, subscription, membership charges thereof and complete all such documentation/ formalities as may be required as and when deemed necessary by the **Vendor** for this purpose.

12. The **Vendee** acknowledges that the commercial unit owners of the **Project** shall at their own costs get the building insured against fire, earthquake, riots and civil commotion, militant action etc. and the **Vendee** agrees to pay the proportionate cost of the same. However, the contents inside the **Said Commercial Unit** shall be insured by the **Vendee** at his own cost.

13. The **Vendee** confirms that the **Vendee**/Association shall be solely responsible to maintain the **Project** including the **Common Areas and Facilities** at its own cost in

a good repair and condition and shall not do or suffer to be done anything in/or to the building or the terrace, staircases, lifts, common passages, driveway, common areas in basement/surface, parkings, etc. which may be in violation of any laws or rules of any authority or change or alter or make additions to the **Said Commercial Unit**. The **Vendee** confirms and undertakes to keep the walls and partitions, sewers, drains, pipes appurtenant thereto, in good and tenantable repair and maintain the same in a fit and proper condition so as to support, shelter and protect the parts of the **Project** even other than the **Said Commercial Unit** and to ensure that the support, shelter etc., is not in any way damaged or jeopardized and shall abide by all laws, bye-laws, rules and regulations of the Government, local/municipal authorities and/or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws or rules and regulations. The **Vendee** further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. anywhere in the **Project** or Common Areas other than at the designated area and as per specifications agreed in the **Agreement**. The **Vendee** shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further, the **Vendee** confirms not to store any hazardous or combustible goods in the **Said Commercial Unit** for commercial usage or place any heavy material in the common passages or staircase of the building(s) of the **Project**. The **Vendee**/ **Association** shall ensure that they will not create any hindrance by way of locking, blocking or any other manner in the right of passage or access or common areas which otherwise are available for free access. The **Vendee** shall also not remove any wall, including load bearing wall of the **Said Commercial Unit** for commercial usage, as the case may be.

14. Having agreed to purchase the **Said Commercial Unit** for **Permitted Purpose**, the **Vendee** agrees and undertakes that the **Vendee** shall not use or permit to be used, the **Said Commercial Unit** for any purpose other than the **Permitted Purpose**. The **Vendee** specifically agrees that the **Permitted Purpose** for which the **Said Commercial** Unit is purchased shall not be altered without obtaining prior written approval of the **Association**, which shall be considered by the **Association** as per the guidelines relating to the **Permitted Purpose**, as provided by the **Promoter** to the **Association**. It is further clarified that such approval shall be provided only if it

is lawful and not in violation of any law, rules, regulations or norms / guidelines laid down by the **Promoter / Association** in this regard. The **Vendee** agrees and understands that the decision of the **Association** shall be final and binding in this regard.

15. The **Vendee** represents and warrants that the **Vendee** has not purchased and shall not use or permit to be used, the **Said Commercial Unit**, for any activity or business which shall be or are likely to be unlawful, obnoxious or of public health nuisance, threat to public safety or causes annoyance or disturbance to other allottees/owners of the **Project** such as operation of a liquor shop, butchery, dyers shop, paint shop or chemical shop etc.

16. As per norms, 411 car parking spaces are required to be provided in the **Project**. The Promoter has, however, provided 442 car parking spaces in the **Project** for the benefit of the allottees and the visitors of the **Project**. The parking spaces are for the use and convenience of the users of the **Project** namely office users and shoppers. Therefore, no individual parking space has been assigned to any allotee/owner. However, stack parking has been provided for in the lower basement of the **Project** and certain stack parkings shall be for the use of the allottees / tenants / occupants of the commercial units, who shall park their cars in such section. The **Vendee** agrees and acknowledges that no individual car parking shall be assigned to any owner/allottee. The **Vendee** further agrees and acknowledges that no charge has been levied by the **Promoter** for the car parking and that the **Vendee** shall not have any ownership or exclusivity in the car parking spaces. The car parking spaces, wherever located in the **Project**, vest and belong to the **Owner / Promoter**, who have unfettered rights of ownership, usage and disposal thereof, including the right to frame policy / guidelines for usage of the same.

17. The **Vendors** may transfer the car parking space(s) to the **Association**, who may then become the sole owner thereof, having rights of ownership, usage and disposal of the same as per the terms and conditions of transfer of car parking space(s) from the **Vendors** to the **Association**. The **Association** may, at its own cost and responsibility, install additional stack parking in the upper basement, if so required, after taking all approvals from the competent authority. The **Association** shall run and manage the car parking spaces as per the parking

policy(ies)/guidelines for usage of the parking spaces as framed by the **Promoter** including but not limited to implementing a Pay and Park scheme or any other scheme, earnings from which shall be utilised for the benefit of the allottees /owners in the **Project**. The **Promoter** agrees to guide the **Association**, or any agency as may be authorised by the **Association**, in implementing the parking policy / guidelines.

18. The **Vendee** confirms to plan and distribute its electrical load in conformity with the electrical systems installed by the **Vendors.** The **Vendee** shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

The **Vendee** acknowledges and confirms that the maintenance of the common areas, utilities, equipments installed in the **Project** and such other facilities forming part the **Project**, shall be the collective responsibility of the all the commercial units owners in the **Project.**

19. The **Promoter** shall be responsible to provide and maintain essential services in the **Project** till the taking over of the maintenance of the **Project** by the **Association** or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the **Project**, as the case may be.

20. The Vendee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the **Association**/ the Maintenance Agency as appointed for maintenance and upkeep of the **Project**.

21. In case, the **Vendee**/association of allottees fails to take possession of the said essential services as envisaged in the **Agreement** or prevalent laws governing the same, then in such a case, the **Promoter** or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

22. That the **Vendee** agrees and acknowledges and undertakes to pay Maintenance Charges as determined and thereafter, billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by

it) or its nominee(s) / competent authority as the case may be. The **Vendee** confirms and undertakes not to raise any objection against payment of Maintenance Charges.

23. The **Vendee** confirms and acknowledges that the maintenance charges and the maintenance services are more elaborately described in the maintenance agreement.

24. The **Vendee** has deposited and further undertakes to always keep deposited an interest bearing maintenance security ("**IBMS**") for the **Said Commercial Unit** with the Vendor/Maintenance Agency. In case of failure of the **Vendee** to pay the Vendor/Maintenance Charges or any other charges on or before the due date, the **Vendee** shall not have the right to avail the maintenance services and the Maintenance Agency shall have the right to adjust the IBMS against such defaults in the payment of maintenance bills. If due to such adjustment, the IBMS falls short, then the Vendee hereby undertakes to make good the resultant shortfall within 15(fifteen) days from the date of such adjustment of the principal amount of IBMS failing which the Maintenance Agency shall have the right to withhold such facilities as may be provided by the Maintenance Agency to the **Said Commercial Unit**. The **Vendee** acknowledges and confirms that the Association reserves the sole right to modify/revise all or any of the terms of the IBMS, Maintenance Agreement, including the amount/rate of IBMS, etc.

25. The **Vendee** confirm that the **Vendor/**Association/Maintenance Agency has the right of unrestricted access to all common areas and facilities for providing necessary maintenance services. The **Vendee** acknowledges that the **Vendor**/Association/Maintenance Agency shall have the right to enter into the Said Commercial Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the **Said Commercial Unit**.

26. That the Association shall have the right to give on lease or hire any part of the roof top /terraces above the top floor for any purpose including installation and operation of antenna, satellite dishes, communication tower, other communication equipment or to use/hire/lease the same for advertisement

purposes and the **Vendee** shall not have a right to object or cause any hindrance to the same or make any claims on this account.

27. The **Vendee** acknowledges and confirms that the infrastructure facilities provided by the **Government** in the entire sector is beyond the control of the **Vendors** and the **Vendee** shall not have a right to raise any claim or dispute against the **Vendors** in respect of the facilities provided by the **Government** or any other statutory authorities.

28. The basement and service areas as located within the **Project** have been earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, power back up equipment, electric room, underground water tanks, pump rooms, terrace, maintenance and service rooms etc. firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The **Vendors / Vendee** shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the **Association**, maintenance agencies/competent authority for rendering maintenance services.

29. The **Vendee** has understood that his/her rights with regard to the **Said Commercial Unit** are limited to those mentioned in the **Conveyance Deed**, and the **Vendee** has not contracted with the **Vendors** for any other right of any nature whatsoever.

30. The **Vendee** undertake that they have no right to make additions or to put up additional structure(s) anywhere in the **Project/ Said Land** after the building plan and specifications, amenities and facilities have been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority. The **Vendee** further undertakes that he/she will not act in any manner which may be detrimental to the rights of other occupants/allottees/owners of commercial units in the **Project**. The **Vendee** fully understands and acknowledges that no sub-division of **Said Land/ Said Commercial Unit** is permitted.

31. The **Vendee** agrees and acknowledges that sale/transfer of the **Said Commercial Unit** by the **Vendee** shall be subject to the **Promoter's** Right of First Refusal with respect to the **Said Commercial Unit**.

The **Vendee** agrees that the **Promoter** shall have the Right of First Refusal with respect to the **Said Commercial Unit** at the price on which the **Vendee** has proposed/agreed to sell the **Said Commercial Unit** to a third party. The **Vendee** shall give a written notice to the **Vendor** clearly stipulating the proposed/agreed price and the **Promoter** shall, within 21 days from the date of receipt of such written notice, either accept or reject the said offer in writing. In case the **Promoter** decides not to exercise its Right of First Refusal, the **Vendee** upon such refusal shall be entitled to sell / transfer the **Said Commercial Unit** to the third party on the same price as offered by the **Vendee** to the **Promoter**.

32. The **Vendee** confirms that wherever the **Vendee** has to make payment in common with the other commercial units owners/allottees in the **Project**, the same shall be in proportion with the **Carpet Area** of the **Said Commercial Unit**, to the total **Carpet Area** of all the commercial units in the **Project**.

33. The **Vendee** confirms having borne and paid all expenses for the completion of this **Conveyance Deed**, including cost of stamp duty, registration and other incidental charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at the unit price of the **Said Commercial Unit** i.e., **Rs._____ (Rupees _____only)** in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty, as may be determined by the Sub-Registrar/ concerned authority, along with consequent penalties/deficiencies as may be levied in respect of the **Said Commercial Unit** conveyed by this **Conveyance Deed** shall be borne by the **Vendee** exclusively and the **Vendors** accept no responsibility in this regard.

34. The **Vendee** acknowledges that if any clause of this **Conveyance Deed** shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this **Conveyance Deed** and to the extent necessary

to conform to the applicable laws; and the remaining provisions of this **Conveyance Deed** shall remain valid and enforceable in law.

35. The **Vendee** confirms that all the obligations arising under this **Conveyance Deed** in respect of the **Said Commercial Unit** shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the **Said Commercial Unit** as the said obligations go with the **Said Commercial Unit** for all intents and purposes and the **Vendee** assures the **Vendors** that the **Vendee** shall take sufficient steps to ensure the performance in this regard.

36. The **Vendee** confirms and acknowledges that the **Vendee** shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the competent authority, and that the **Vendee** shall indemnify the **Vendors** for any liability and/or penalty in that behalf.

37. The **Vendee** confirms and acknowledges that all the terms and conditions of the Agreement shall be deemed to have been incorporated in this **Conveyance Deed** save and except the terms and conditions of the **Agreement** which are at variance with this **Conveyance Deed** in which case the terms and conditions contained in the **Conveyance Deed** shall prevail.

38. That all the rights and obligations of the Parties under or arising out of this Conveyance Deed shall be construed and enforced in accordance with the Laws of India. The courts at Gurugram alone and the Punjab & Haryana High Court at Chandigarh shall have the jurisdiction.

SCHEDULE-I

DESCRIPTION OF THE SAID COMMERCIAL UNIT

ALL THAT Said Commercial Unit bearing Unit no._____, located on_____, in the **Project** constructed on the **Said Land**, situated in _____, District Gurugram, Haryana, having **Carpet Area** of _____ sq. mtrs. (_____ Sq. ft.) and exclusive open terrace area (***if any***) sq.mts. (_____sq.ft.) or thereabout in the plan annexed hereto along proportionate interest in the **Common Areas and Facilities** and the **Said Commercial Unit** is bounded as under:

On or towards the NORTH :

On or towards the SOUTH :

On or towards the EAST :

On or towards the WEST :

SCHEDULE-II

(DETAILS OF PAYMENTS MADE BY THE VENDEE TO THE VENDORS)

Receipt No.	Date	Amount(Rs)

SCHEDULE-III

SAID COMMERCIAL UNIT PLAN

IN WITNESS WHEREOF the **Vendors**, acting through their respective authorised signatories, authorized to execute conveyance deeds and to delegate powers to any of their employee(s) to present for registration of the conveyance deed etc. executed by them and the **Vendee** has set his/her hands on these presents at _____ on the day, month and year first above written. This deed shall be presented for registration before the registering authority and got registered by Mr. _____, S/o Shri _____, C/o M/s. _____, who has been authorised to appear before the registering authority and present the same for registration, acknowledge and get registered any deed or documents executed on behalf of the _____.

For and on behalf of

DLF LIMITED

AUTHORISED SIGNATORY

(VENDOR/Promoter)

AUTHORISED SIGNATORY

(OWNER)

(VENDEE)

WITNESSES:

1.

2.