

Stamp Certificate No. [●] dated [●]

CONVEYANCE DEED

Consideration	:	INR [●]
Stamp Duty	:	INR [●]
Stamp Paper S. No. & Date	:	[●] dated [●]
Shop No.	:	[●]
Shop Area	:	[●] sq. mtrs. ([●] sq. fts)
Project	:	BPTP GREEN OAKS BOULEVARD II
Location	:	Sector 70A
Sub-Tehsil	:	[●]
District	:	Gurugram, Haryana

CONVEYANCE DEED

This Conveyance Deed ("Conveyance Deed") is made and executed at _____ on this _____ day of _____ 2025;

BY

BPTP Limited, a company existing under the Companies Act, 2013 having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76, Faridabad-121004 through its authorized signatory _____, authorized vide authority letter dated _____ (hereinafter referred to as the "**Vendor**", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest, executors, administrators and assignees), of the **FIRST PART**;

IN FAVOUR OF

[If the Vendee is a company]

_____, (CIN No. _____) a company existing under the provisions of the Companies Act 2013, having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART**.

[OR]

[If the Vendee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized *vide* _____, hereinafter referred to as the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART**.

[OR]

[If the Vendee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

[OR]

[If the Vendee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, (PAN _____), hereinafter referred to as the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

[Please insert details of other Vendee (s), in case of more than one Vendee]

The Vendor and Vendee are hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. Countrywide Promoters Pvt. Ltd, Impartial Builders Pvt. Ltd, Ashirbad Buildwell Pvt. Ltd, Digital SEZ Developers Pvt. Ltd, Grow High Realtors Pvt. Ltd, Garland Infrastructure Pvt. Ltd, Passionate Builders Pvt. Ltd, Bright Star Builders Pvt. Ltd and Imagine Builders Pvt. Ltd were the absolute owners and in possession of land measuring approx. 15.5625 acres (an area measuring 13.51875 acres under migration from license no 15 of 2011 under migration policy dated 18.02.2016 along with additional area of 2.04375 acres), situated in revenue estate of village Palra, Sector-70-A, Gurugram, Haryana vide various sale deeds (hereinafter referred to as the “**Said Land**”). Directorate of Town and Country Planning, Haryana (“**DTCP**”) issued license bearing number 61 of 2021 dated 28.08.2021 to the Countrywide Promoters Private Limited, Impartial Builders Pvt. Ltd, Ashirbad Buildwell Pvt. Ltd, Digital SEZ Developers Pvt. Ltd, Grow High Realtors Pvt. Ltd, Garland Infrastructure Pvt. Ltd, , Passionate Builders Pvt. Ltd, Bright Star Builders Pvt. Ltd and Imagine Builders Pvt. Ltd under Deen Dayal Jan Awas Yojna (DDJAY), 2016 (collectively “**Licensee Companies**”) for setting up of an affordable plotted colony along with commercial component on the Licensed Land.
- B. The Vendor is developing a commercial component on an area admeasuring 0.328 acres (1327.94 sq. m.) (“**Project Land**”), out of total Licensed Land. The zoning plan of the Project was approved vide Drg. No. DG,TCP 8994 dated 09.02.2023..
- C. Pursuant to order of the Hon’ble National Company Law Tribunal, Chandigarh Bench, Chandigarh in CP (CAA) No.26/Chd/Hry/2023 dated 20.09.2024 (certified true copy dated 26.09.2024), the Licensee Company merged with the Vendor and all rights, entitlements, and obligations of the Licensee Company with respect to the Project, Project Land and the Said Land, stand transferred to the Vendor.
- D. The Vendor has developed a shops on the Project Land in the name and style of “**BPTP GREEN OAKS BOULEVARD II**” (“**Project**”). The Demarcation cum zoning plan of the commercial component for the Said Land was approved vide memo no. ZP-1527/JD(RA)/2023/3905 dated 09.02.2023. The building plan has been approved by DTCP and STP on the Project Land comprising of vide Memo no. Drg. No. DG, TCP-8994 dated 09.02.2023 and Memo no. 4552 dated 04.09.2025 respectively.
- E. The Vendee has the sanctioned layout plan and building plan of the Project has satisfied himself/herself/themselves with the same.
- F. The Vendor is exclusively authorized to undertake the development of said Project and to sell, market, deal, negotiate, sign and execute agreements, conveyance deeds, sale deeds etc., with the prospective vendee(s)/buyers of individual Shops, at the rates and terms and conditions to be determined by the Vendor in its sole and absolute discretion and also to receive all payments and issue receipts thereof in its own name.
- G. The Vendors have developed the Project on the Project Land in accordance with the License, zoning plan, building plans and other requisite approvals granted by DTCP and

other relevant authorities and the Shops (*defined hereinafter*) has been more specifically demarcated in the site plan attached hereto and marked as **Schedule A**.

- H. The Project is registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**"), as amended or modified from time to time with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration no. _____.
- I. The Vendors have executed an Agreement for Sale dated ____ ("**Agreement**") with the Vendee to sell the Shop (*as defined hereinafter*) in the Project for a total sale consideration of Rs. ____/- (Rupees ____ Only) ("**Total Sale Consideration**"), on the terms and conditions as stipulated therein. The Vendors hereby acknowledge the receipt of Total Sale Consideration.
- J. The Vendee has demanded from the Vendor, and the Vendor has allowed the inspection of the approvals, permissions, sanctions, license, layout plans, building plans, ownership record of the Said Land/Project Land, and various other approvals granted by the competent authorities in favour of the Vendors. The Vendee(s) has fully satisfied himself/herself/themselves about the rights, title, limitations and interest of the Vendors to construct the shops on the Said Land/Project Land. The Vendee acknowledges that he/she/they has/have relied solely on his/ her/their own judgment and investigation while deciding to execute this Conveyance Deed. The Vendee further acknowledges that the Vendee has undergone satisfactory title due diligence and site inspection and satisfied himself with the physical and other conditions of the Shop. The Vendee hereby acknowledges that there is no other oral or written representation or statement, made either by the Vendors or any person claiming under them, which may be considered to be part of this Conveyance Deed.
- K. The Vendee further represents and confirms that the Vendee has no issue or dispute with the Vendors with respect to the Shop on any aspect including quality of construction, material used in construction, finishing/ fittings, fixtures, specifications etc., carpet area, common area, charges paid by him/her/them, electricity connection and on being fully satisfied, the Vendee has requested the Vendors to get this Conveyance Deed executed and to hand over the physical possession of the Shop.
- L. The Vendee hereby agrees and undertakes that it shall be bound by all the conditions and the stipulations imposed by DTCP and other Competent Authorities in respect of the Project and/or the Shop.
- M. The Vendors have obtained the occupancy certificate for the shop no. ____ in which Shop is situated vide a letter bearing memo no. _____, dated _____.
- N. The Vendee further confirms that after the execution of this Conveyance Deed, the Vendee shall not raise any issue/dispute regarding any aspect of the Shop including but not limited to its area, location, size, development of Shop, quality of construction, material used in construction, finishing/ fittings, fixtures, specifications, Common Areas of the Project and sale consideration & charges paid (*as mentioned herein*) against the Shop at any time in future. The Vendee hereby further confirms that the execution of this Conveyance Deed discharges the Vendors of all its obligations, whether oral or written and express or implied, towards the Vendee.
- O. The Vendee after its complete satisfaction as to the title and rights of the Vendors in the Shop/Project, had requested the Vendors to convey the title of the said Shop unto the

Vendee and based on such request the Vendors are conveying the title of said Shop unto the Vendee on the terms and conditions stated herein below.

NOW THEREFORE THIS CONVEYANCE DEED BETWEEN THE VENDOR, CONFIRMING PARTY AND VENDEE WITNESSETH AS UNDER:

1. That in consideration of Rs. _____/- (Rupees _____ Only) i.e. **Total Sale Consideration**, which has been willingly paid by the Vendee to the Vendor, the receipt whereof is hereby acknowledged by the Vendor, the Vendors do hereby grants, conveys and transfers unto the Vendee all that piece and parcel of land bearing Shop No. _____, situated on the ____ Floor, in Tower ____, having Super Built-up Area measuring _____ sq. ft. (____ sq. mtrs.) including Carpet Area of _____ sq. ft. (____ sq. mtrs.) in the Project ("**Shop**") as shown in layout plan annexed herewith as **Schedule B**, along with the proportionate, undivided, impartible share only in the land underneath the said building in which the Shop is located, along with the right to use ____ car parking spaces (if any), together with all rights, easements and advantages, appurtenant to the Shop, subject to the exceptions, reservations, conditions and covenants contained herein. The layout plan of the Shop shall be read as part and parcel of this Conveyance Deed. The Vendee is entitled to hold, use and enjoy the Shop in the manner permitted by the DTCP without any hindrance or claim from the Vendors, except as mentioned herein.
2. The Vendors hereby assure the Vendee that the Shop is free from encumbrances such as sale, gift, mortgage, attachment, lien etc. and there is no concern for transfer of the Shop to the Vendee.
3. The vacant and actual physical possession of the Shop has been handed over by the Vendors to the Vendee and the Vendee acknowledges to have taken over the physical possession of the same after a detailed inspection of the Shop on all aspects including but not limited to its Carpet Area, Common Areas, location, dimensions, quality of construction, workmanship, materials used in construction, finishing/fittings, fixtures, specifications, etc., without any objection, protest or demur and the Vendee does not have any objection and is fully satisfied with all the aspects of the Shop. The Vendee further confirms that he/she/they has/have checked and verified the rights, title and interest of the Vendors in the Said Land/Project Land and is completely satisfied with respect to the same. Since the Vendee has completed the due diligence of the Shop/Project to his/her/their complete satisfaction and therefore, the Vendee undertakes not to raise any dispute/claim whatsoever in future against the Vendors on any aspect of the Shop including but not limited to any compensation for delayed possession, location, specification, workmanship and quality of construction of the Shop/Project etc. The Vendee confirms and agrees that the Vendee shall be solely and fully responsible for the Shop.
4. The Vendee agrees that the 91st day from the date of issuance of the Offer of Possession Letter, shall be considered as deemed date of possession for the said Shop ("**Deemed Date of Possession**").

It is clarified that in the event the Vendee fails to take possession of the Shop by or before Deemed Date of Possession, the Vendor or the Maintenance Agency, shall not be liable in any manner directly or indirectly to maintain or to refurbish the Shop in any manner whatsoever and the Shop shall be handed over to the Vendee on 'as is where is' basis on the date of actual handover of possession.

After expiry of Deemed Date of Possession, the Vendee(s) shall be liable to pay Holding Charges @ Rs.25/- per sq. ft. per month plus applicable GST on the carpet area of the Shop to the Vendor/ Maintenance Agency, calculated from the Deemed Date of Possession till actual date of taking over the possession of the said Shop.

5. Subject to the due observance and compliance by the Vendee of its obligations under this Conveyance Deed and the Maintenance Agreement, including uninterrupted payments of maintenance and other charges thereunder, the Vendee shall have non-exclusive and common rights along with the other occupants and residents of the Project to use the Common Areas (as defined in **Schedule C** hereto) and facilities provided in the Project. The designated Common Areas and the facilities in the Project shall continue to vest in the Vendor/Confirming Party till such time as these or portions thereof are transferred to the association of owners to be formed under applicable laws or dealt with by the Vendor/Confirming Party in accordance with the applicable laws. The Vendee agrees and understands that except as expressly provided herein the Vendee shall have no ownership claim or right of any nature in respect of all or any Common Areas, open spaces, parking places (if any), community sites, any other place/facility, etc. of the Project. Such Common Areas and places shall remain the property of the Vendor/Confirming Party, which shall be free to deal with these in accordance with the applicable laws.
6. The Vendee (s) has paid Interest Free Contingency Deposit (“IFCD”) to the Vendor at the time of offer of possession for any destruction/damage to streets /pavement/lights/staircases or adjoining areas of the Shop including but not limited to common areas and facilities in the Project, due to fit-outs on or other reason emanating from the said Shop, installation of stack parking equipment or any reason otherwise. Notwithstanding anything contained herein, the Vendee (s) agrees and undertakes to be solely liable for any damage caused to any of the road, facilities/amenities, common areas and facilities while undertaking fit-outs in his/her/its/their Shop or installation of stack parking equipment and agrees to pay for any damage caused to the road, facilities/amenities, common areas and facilities as stated above. In case, the Vendee (s) despite his/her/their agreed obligations fails to set right and make good the loss, claims, costs, expenses, demands etc., on account of any such destruction, damage, loss to the property and/or life in carrying out the fit-outs in the said Shop or installation of stack parking equipment, the Vendor and/or Maintenance Agency shall not be liable for the same. The Vendee (s) further undertakes that the Vendor/ Maintenance Agency shall be entitled to adjust any loss, claims, costs, expenses, demands etc., on account of any damage to any road, facilities/amenities/ staircases, common areas and facilities from the IFCD and in the case the monetary value of such damage exceeds the IFCD, then, the resultant shortfall shall be made good by the Vendee (s) within 30 (thirty) days of a demand being issued by the Vendor for the same and the Vendor shall further be entitled to adjust the IFMSD against amounts towards such shortfall/ damages and the Vendee (s) shall accept the same without any demur or protest.
7. That the Vendee(s) fully understands and irrevocably agrees that the Vendee(s) or the Association of Owner(s) will have no right or claim whatsoever in the open car parking area of the Project which shall remain common for usage of all attottes/users/occupants/visitors.
8. The Vendors hereby clarify that the Vendee shall have no right, title or interest in the areas other than the Shop. The Vendee shall have only the right to use the Common Areas subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Agency. The Vendor shall be entitled to deal with the

basements, the surface area of the buildings/towers and any other areas or spaces other than the Shop, at its own discretion, and such areas and spaces shall remain the absolute property of the Vendor.

9. That upon execution and registration of this Conveyance Deed, nothing is due and payable from the Vendors to the Vendee on any account whatsoever.
10. The Vendee has examined each and every document including the copy of the License and various other documents including but not limited to sale deeds and collaboration agreements (if any) through which, the Vendors have acquired rights, title and interest in the Said Land/Project and is aware that the Vendors are fully entitled to develop and alienate the Said Land/Project Land in terms of the License and also in terms of their title and holding. After having completely assured himself/herself/themselves, the Vendee has executed the present Conveyance Deed which shall be binding between the Parties.
11. This Conveyance Deed is subject to all laws and notifications and rules applicable to the Project, including terms and conditions of the License(s) granted by DTCP for setting up the Project and undertakings and agreements executed by the Vendor with DTCP in this regard. The Vendee has familiarized and satisfied himself/herself with all the aforesaid and other applicable agreements, arrangements, undertakings and conditions, etc. and has completely understood the limitations, conditions, and restrictions related to the Shop/ Project.
12. The Vendee hereby agrees and undertakes that he/she/they shall observe all terms and conditions of this Conveyance Deed, and also those of the License granted to the Vendor and shall also abide by all the laws, rules, regulations and policies applicable thereto and in particular, the Haryana Development and Regulation of Urban Areas Act, 1975, The Haryana Apartment Ownership Act, 1983 along with their respective rules as may be imposed by any competent authority including but not limited to Haryana Shehri Vikas Pradhikaran ("**HSVP**") / DTCP or any other government authority/ local bodies..
13. The Vendee hereby agrees and acknowledges that the Shop shall not be used for any purposes other than for commercial activities.
14. The upkeep and maintenance of common /open areas and facilities (such as parks, green areas, roads, garbage collection, lighting, water, security, waste management, gardening, power back up, cleaning etc.) in the Project shall be discharged by the Vendor through a maintenance agency to be appointed by the Vendor ("**Maintenance Agency**") till such time the Project is taken over by the resident's welfare association/association of allottees or local body/authorities. The Vendee hereby agrees and undertakes to execute, without any delay, demur or protest, a separate maintenance agreement in standard format with the Maintenance Agency ("**Maintenance Agreement**") and strictly adhere to the same and promptly pay all demands, charges, bills etc. raised by the Maintenance Agency from time to time for all the services provided by the Maintenance Agency in terms of such Maintenance Agreement or otherwise. The Vendee understands and acknowledges that the relationship between the Vendor and the Maintenance agency is on a Principal-to-Principal basis and the Vendee doth hereby agrees and confirms that the Vendee shall not hold the Vendor responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency. Vendee shall be liable to pay maintenance charges, as determined/ billed by the Maintenance Agency and such maintenance charges shall include a 20% markup on actual costs and managerial costs being incurred by the Maintenance Agency.

15. The Vendee shall permit the supervisors, agents of the Maintenance Agency at all reasonable times to enter into the Shop for the purpose of inspection or repairing any part of the Shop pertaining to the common services and/or for the purpose of maintaining, rebuilding, servicing, cleaning, installing or otherwise keeping in good order and condition all services including ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections, etc.
16. The Maintenance Agency shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Vendee. The Vendee hereby expressly discharges the Vendor from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.
17. The Vendee hereby agrees and confirms that the Vendee shall not withhold payment of any dues/charges payable by the Vendee to the Maintenance Agency on account of any pending or future dispute of whatsoever nature with the Vendor.
18. The Vendee shall seek a '**No Dues Certificate**' from the Maintenance Agency prior to transfer of possession, as permitted under applicable laws, in case the Vendee sells, transfers or otherwise dispose-off the Shop to any third party and in case there remains any arrears due and payable to the Maintenance Agency and/or the Vendor, the Vendee undertakes to clear such amounts prior to creating any third party rights, title or interests in the Shop.
19. The Vendee hereby agrees and undertakes that in case the Vendee transfers his/her/their rights, title and interest in the said Shop, in favour of any third party including successors in interest, then in such eventuality the third party to whom the rights, title and interests are being conferred by the Vendee shall pay an amount as may be determined by the Maintenance Agency towards mutation charges for the purpose of registration of mutation of the Shop in favour of such third party.
20. Save and except the Shop, the Vendee understands and acknowledges that the Vendee shall not have any right, title or claim of any nature or kind whatsoever or in respect of all or any open spaces, Common Areas, facilities, equipment, infrastructure, lobbies, staircases, lifts, terrace-roof of the building/tower. The Vendee(s) confirms, represents and states that they shall not have any right, title or claim of any kind whatsoever in the community buildings or common area and/or their operations. The Vendee(s) further confirm that the amounts paid by them towards the sale consideration for purchase of the Shop in the Project does not include the cost of community buildings that shall be developed by the Vendor i.e. M/s BPTP Limited. The Vendee(s) confirms and states that he/she /they understands and agrees that the Vendor shall remain as the exclusive owner of all such land(s).
21. The Vendee shall have the exclusive ownership right in respect to the Shop. Subject to regular payment of maintenance charges as may be levied/ demanded by the Maintenance Agency, the Vendee shall have only right to use/access the public areas/Common Areas in the Project, such as parks, roads passages etc. without causing any hindrance to the other occupants of the Project. The Vendee doth hereby agrees and confirms that Vendee shall not create any blockages, obstructions, elevations or constructions in the Common Areas and spaces in violation of building/ Project bye-laws and/or in any area outside the Shop and shall indemnify the Vendors for any losses and damages as may be suffered by the Vendors for any of its acts of omission or commissions in this regard. The Vendee shall not be entitled to claim partition of the Said Land, Project Land and/or the Project constructed thereon and the same shall always remain undivided and impartible.

22. The Vendee/association of vendees further undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc., on the face/facade of the Shop or residential building/tower in which the Shop is situated or anywhere on the exterior of the Project, buildings therein or Common Areas and common facilities. Further, the Vendee/ association of vendees shall not store any hazardous or combustible goods in the Shop or place any heavy material in the common passages. The Vendee/association of vendees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access.
23. The Vendor reserved its right to develop the undetermined areas or left over pockets of the Project/Colony and/or development on account of increase in FAR of the Project/Colony and shall also have the right to amend without seeking any consent from the Vendee or any third party the layout plan/building plan in such manner that it does not affects the location / preferential location, as the case may be, of the Shop. The Vendor shall obtain necessary sanctions as may be required in this regard and the Vendee shall have no right of objection or reservation, whatsoever in this regard.
24. All taxes, dues, demands, charges, duties, liabilities, if any, levied or leviable retrospectively or prospectively (including any interest or penalties thereon) in respect of the Shop by the government/statutory or other concerned local authorities shall be payable and be paid by the Vendee, with effect from the date of execution of the Agreement. In the event any taxes, dues, demands, charges, duties, liabilities, if any, levied or leviable retrospectively or prospectively (including any interest or penalties thereon) in respect to the entire Project by the competent authorities the Vendee shall be liable to pay pro-rata share of such taxes, dues demands, charges etc. in proportion to the Carpet Area of the Shop.
25. In the event, any fresh, additional or enhanced charges (including external development charges, internal development charges, etc.), Cess or tax, GST or any other tax by whatever name called (including any interest or penalties) is levied or leviable, after execution of this Conveyance Deed, whether with prospective or retrospective effect, the Vendee agrees to pay in full (if in respect of the Shop), or pro-rata share (if in respect to the entire Project), as the case may be, of such additional taxes, levies or charges imposed, without any delay, demur or protest. The determination of the pro-rata share of the Vendee shall be done by the Vendor, whose decision in this regard shall be final and binding on the Vendee. All such amount shall be payable on demand, as the case may be, either to the Vendor or the Maintenance Agency, as the case may be. In case the Vendee seeks to challenge the same, the Vendee hereby agrees and undertakes to make the payment of such amount as may be demanded by the Vendor and only after making such payment to the Vendor, the Vendee or its nominee or assignee shall be entitled to challenge the demand so raised by the Vendor. The Vendee understands and agrees that any fresh incidence of tax whatsoever including GST, VAT or any statutory demands by whatever name called or any increase on such account (including any interest or penalties), even if it is with retrospective effect, shall be borne and paid by the Vendee.
26. The obligations undertaken by the Vendee in general and specifically those regarding payment of statutory dues, maintenance charges, water and electricity charges shall be irrevocable obligations of the Vendee. The said obligations shall always run with the Shop and the building constructed thereupon and be binding on the subsequent transferee(s), successors in interest and any person claiming through Vendee. The

Vendee undertakes to disclose these covenants and conditions to any/all its subsequent transferees. The Vendee hereby agrees and undertakes that appropriate recitals to this effect shall be incorporated in the subsequent transfer documents or any document thereby creating any third party rights, title or interests in the Shop. Further, the Vendee will ensure that the persons to whom the said Shop is transferred will execute, acknowledge and deliver to the Vendor/Maintenance Agency such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Vendor/Maintenance Agency may reasonably request in order to effectuate the provisions of this Conveyance Deed.

27. The Vendee shall be entitled to use and occupy the Shop for commercial purpose only and/or as specified by the DTCP in its License and/or its zoning plans/master plan, guidelines etc. and the Vendee shall not use or allow to use the Shop for any non-commercial purpose or any activity that may cause nuisance to other purchasers/occupants of the neighboring Shops, etc. The Vendee shall maintain the Shop at its own costs and expenses and in a good habitable condition and shall not do or cause to be done anything in or to the Shop which may be against the rules or bye-laws or any authority or of the Maintenance Agency. The Vendee has undertaken and doth hereby agrees and undertakes that the Vendee shall be solely responsible and liable for violations, if any, of any of the provisions of the applicable laws, rules, regulations and directions issued by the DTCP / HSVP or any other competent authorities and that the Vendee shall indemnify and keep indemnified the Vendors/Maintenance Agency from any liability and/or penalty in this regard. The Vendee has further agreed and undertaken to comply with all licenses and approvals with respect to the Project.
28. The basement(s) and service areas, if any, as may be located within the building / tower of the Project, as the case may be, shall be earmarked by the Vendor to house services including but not limited to electric sub-station, transformer, DG set rooms, and equipment/s, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc., and other permitted uses as per approved site plan / building plans.
29. That Vendee has specifically agreed that if stipulated in the terms of the License and the bilateral agreement executed between the Licensee Company and the Government of Haryana if it is required to earmark a portion of the Project, for the construction of dwelling units for economically weaker sections ("EWS") of the society, schools, shops, club/community centre, commercial premises/buildings, parking spaces and/or any specific space dedicated for car parking, in that event, the Vendee hereby agrees and covenants that the Vendee shall claim no right, title and interest in any form or manner in any of the aforesaid. Further, the Vendee hereby agrees that the Vendee shall not have any claim or right to any of the commercial premises/buildings or interfere in the manner of booking, allotment and finalization of sale of dwellings units or in the operation and management of EWS, school(s), shops, commercial premises / buildings, club / community centre, etc.
30. The Vendee has understood the various provisions of the Haryana Apartment Ownership Act, 1983 and all its implications thereof in relation to the various provisions of this Conveyance Deed and the Vendee has further confirmed that he shall comply with the provisions of the same.
31. The Vendee shall not carry out fragmentation / sub-division of the Shop in any manner whatsoever, under any circumstances, failing which the Vendee shall be solely and exclusively liable for all consequences arising therefrom.

32. It is further agreed and accepted by the Vendee that the supply of electrical energy shall be subject to availability of the same with the Maintenance Agency, and the Vendee herein shall not claim any loss or damage, whether direct or consequential, from the Vendor, in the event of low/high voltage, low/high frequency, inconsistent or non-availability of the same for reasons beyond the control of the Vendor/Maintenance Agency.
33. The Vendee undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Vendor or Maintenance Agency, proportionate share as may be determined by the Vendor of all deposits and charges paid or payable by the Vendor to whom permission to receive bulk supply and distribute the same is granted. The Vendor/Maintenance Agency may install pre-paid meters for electricity and the Vendee hereby agrees to pay the cost of said pre-paid electricity meter and installation charges thereof and agrees to abide by terms of usage thereof. Further, the Vendee hereby acknowledges, agrees and confirms that the charges towards maintenance services, water consumption, electricity consumption inside the said Shop, common area electricity charges and other services etc., shall be billed and recovered in advance, for every month or for such other duration as the Vendor/ Maintenance Agency may deem fit. The Vendee hereby undertakes to maintain the sufficient balance in the respective prepaid meters and/ or pay the bills so raised by the Vendor/Maintenance Agency on or before the due date(s) as mentioned in the bills.
34. That for all intents and purposes, singular includes plural and one gender includes the other gender.
35. The Vendee acknowledges that the Shop has been sold by the Vendor on the Carpet Area basis.
36. That in case of any regulatory changes made by DHBVPN/HVPNL/EIA /appropriate Government, and the Vendor/Maintenance Agency are required to install any new equipment/enhance the capacity of the existing equipment, the charges for such installation shall be borne by the Vendee in a proportion as may be decided by the Vendor/Maintenance Agency.
37. The Vendee shall be solely and exclusively liable to bear the property tax or any other Government tax by whatever name called (including any interest or penalties thereon) levied or to be levied by any local or statutory authority for the Shop from the date of this Conveyance Deed.
38. The Vendors shall have the right, without approval of the Vendee(s) in the Project, to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold units within the Project and the Vendee agrees not to raise objections or make any claims on this account.
39. The Project shall always be known as "**BPTP GREEN OAKS BOULEVARD II**" and shall never be changed by the Vendee and/or jointly by the Vendee and owners of other Shop in the Project. The Vendee agrees to use the word "**BPTP GREEN OAKS BOULEVARD II**" as a necessary suffix or prefix in their correspondence address.
40. The Vendee hereby acknowledges and confirms that the Shop is being purchased for the sole and exclusive benefit of the Vendee and no other person /entity has any hidden

future benefit, direct or indirect, with regards to the Shop, under any circumstances. The Vendee further represents that the present transaction is and shall remain in compliance with the provisions of the Benami Transactions (Prohibition) Act, 1988 as amended from time to time, and the Vendee agrees to hold the Vendors fully indemnified in this regard.

41. The Vendee hereby confirms and acknowledges that the Vendors have fulfilled all the obligations undertaken by them in respect of the Shop as per the agreed terms of the Agreement thus, the Vendee hereby discharges the Vendors of all of their obligations towards the Vendee and nothing remains due and payable by the Vendors to the Vendee.
42. The Vendee or its tenants or licensees/lessees shall have no rights whatsoever to make any additions, alterations, demolitions, erections or changes in the peripheral wall, front, side and rear elevation of the Shop and / or building/tower or outer façade or the building/tower in which the Shop is located. The Vendee shall also not change the colour scheme of the outer walls, colour of exterior sides of all doors of the Shop and shall not carry out any change in the exterior elevation and design of the Shop/tower/building. In case the Vendee does any act in contravention of this clause, the Vendor/ Maintenance Agency shall be entitled to initiate appropriate proceedings against the Vendee and/or its tenants or licensees/ lessees for recovery of damages, costs and expenses incurred to restore the Shop and/or the building/tower in which the Shop is located to its original position and/or levy any penalties or take other remedial actions. It is specifically understood, agreed and undertaken by the Vendee that the Vendee shall not on its own i) make any internal changes; and ii) install grills in the windows/doors in the Shop without the prior written approval of the Vendors/Maintenance Agency.
43. The Vendee undertakes not to do or cause to be done any act which might harm the stability of structure of the building/tower in which the Shop is situated. In particular, the Vendee shall not alter or damage the shell structure of the Shop including beams and columns and shall not remove any wall of the Shop including load bearing walls. Further, the Vendee undertakes not to cause any damage and/or remove the walls / structures of the Shop that remain common between the Vendee and the owners of the adjacent Shop. In case the Vendee does any act in contravention of this clause, the Vendor/Confirming Party/ Maintenance Agency shall be entitled to initiate appropriate proceedings as may be deemed fit and/or for recovery of damages, costs and expenses incurred to restore the Shop to its original position and/or levy any penalties or take other remedial actions.
44. The Vendee hereby agrees and undertakes that he shall not at any time before or after execution of this Conveyance Deed, have any right to object to the Vendors constructing or continuing the development of the vacant lands or lands with undetermined usage and/or carrying out the construction/ modification of other building/tower(s) in the Project/Colony. Further, the Vendee shall not seek any stay, injunction, etc. from any court/authority that may impede/cause hindrance to the Vendors in completing development of the Said Land/ Project/Colony/Project Land/ or handing over possession therein to the other purchasers, in the larger public interest. That the Vendee has fully understood and agreed that he, whether individually or jointly or through anybody, will not institute and pursue any litigation or suit to seek injunction in any manner whatsoever against the Vendors and/or their agents from developing and constructing the Project/Colony in any manner whatsoever.
45. The Vendee hereby indemnifies and undertakes to keep the Vendors, their assigns, nominees, the Maintenance Agency and their directors, officers / employees fully

indemnified and harmless from and against any/all the actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs, consequences of breach by the Vendee of its obligations hereof or under any law as may be applicable or for the time being in force. The Vendee hereby accepts and acknowledges that this indemnity would cover all acts and omissions on the part of Vendee, its personnel, representatives and/or any other person claiming under the Vendee.

46. That the Vendee, after undertaking an independent due diligence of the relevant title documents, is completely satisfied and hereby acknowledged that the Vendors have transferred a valid and legal title by means of the present Conveyance Deed in favour of the Vendee.
47. The Vendee agrees that the Vendors have not indicated/promised /represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Vendee shall have any right, title or interest of any kind whatsoever other than those granted in this Conveyance Deed.
48. The Vendee has borne all expenses for the execution and registration of this Conveyance Deed including the cost of stamp duty, registration and other lawful incidental charges. Further, the Vendee has also agreed that if there is any shortfall/deficiency/additional levy on the stamp duty or registration charges, as a consequence of any order of government/statutory or other local authority, the same, if applicable, shall also be payable by the Vendee.
49. This Conveyance Deed constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence(s), agreement(s), negotiations, discussion(s), representations(s), promise(s), or understandings, both written and oral, among the parties, with respect to the subject matter hereof. The preamble and recitals to this Conveyance Deed shall form an integral part of this Conveyance Deed.
50. That the Vendee agrees and confirms that all the obligations arising under this Conveyance Deed shall equally be applicable and enforceable against the subsequent transferee of the said Shop. The Vendee will ensure that the persons to whom the said Shop or part thereof is transferred will execute, acknowledge and deliver to the Vendor/ Maintenance Agency such instruments and take such other actions as the Vendor/ Maintenance Agency may reasonably request in order to effectuate the provisions of this Conveyance Deed and the Maintenance Agreement. All the transferees to whom the Shop is being sold shall always be bound by the terms and conditions of this Conveyance Deed. The Vendee shall be bound to inform and disclose this condition to the transferee.
51. If any provision of this Conveyance Deed is rendered void or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
52. This Conveyance Deed shall be governed by and interpreted in accordance with the laws of India and the courts of Gurugram shall have exclusive jurisdiction in relation to all matters arising out of this Conveyance Deed.

Stamp Certificate No. [●] dated [●]

IN WITNESS WHEREOF THE VENDOR, THE CONFIRMING PARTY AND THE VENDEE HAVE SIGNED THIS CONVEYANCE DEED AT GURUGRAM, ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES.

For & on behalf of BPTP Limited Authorized Signatory VENDOR	 Mr. _____ / Ms. _____ VENDEE
--	--

WITNESSES:

1. Sign: _____

Name: _____

Address:_____

2. Sign: _____

Name: _____

Address:_____

Stamp Certificate No. [●] dated [●]

SCHEDULE A

SITE PLAN OF THE PROJECT

Stamp Certificate No. [●] dated [●]

SCHEDULE B
LAYOUT PLAN OF THE SHOP

SCHEDULE C
Definitions

"Carpet Area" means the net useable floor area of the Shop, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Shop.

"Common Areas" means the common areas as defined under Rule 2(1)(f) of Haryana Real Estate (Regulation and Development) Rules, 2017.

"Limited Common Areas" means those common areas and facilities within the Project earmarked/ reserved for usage of certain Shop owners to the exclusion of the other Shop owners including open /stilt/ basement car parking spaces, storages, exclusive balcony, exclusive open terrace area, balcony, etc..