

CONVEYANCE DEED

Property No.	:	
Building/Tower	:	
Type of Deed	:	Conveyance Deed
Type of Property	:	IT Space/Commercial
Carpet Area	:	
Value	:	
Stamp Duty	:	
E-Stamp No. and Date	:	

This deed of conveyance ("**Conveyance Deed**") is made and executed at Gurugram on this ____ day of _____, 2025.

BY

Landmark Apartments Private Limited, CIN No. U70100DL2005PTC134174, a company incorporated under the provisions of Companies Act, 1956 having its registered office at A-11, Chittranjan Park, New Delhi, 110019, acting through its authorized signatory _____ (Aadhaar No. _____) S/o _____, duly authorized vide resolution dated _____ passed by its Board of Directors (hereinafter referred to as the "**Vendor**") which expression shall unless repugnant to the context hereof mean and include their respective successors, representatives, nominees and assigns) of the **FIRST PART**.

IN FAVOUR OF

[If the Vendee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], 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 the Vendee are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

1. The M/s Landmark Apartments Private Limited i.e. the Vendor is the absolute and lawful owner land measuring 8.3125 acres comprising in Rect. No. 98 Killa No. 13/1/2, 8,9,12,13/1/1,26,3/2,4/2,6/2,7,13/2,14/1,15/1/1,17 and 2min measuring 66 kanal 10 marla under various registered sale deeds in Village Badshahpur Sector 67, Tehsil and District Gurgaon (Hereinafter referred to as the "**Said Land**") *vide* sale deed(s) registered at the office of the jurisdictional Sub-Registrar. The Vendor has the absolute rights to deal with the said Land, carryout development, construct, sell or transfer in any manner whatsoever as it may deem fit and proper.
2. The Vendor has obtained the License No. 97 of 2008 dated 12.05.2008 from the Director Town and Country Planning, Chandigarh, Haryana under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 ("**1975 Act**") and Haryana

- Development and Regulation of Urban Areas Rules, 1976 (“**1976 Rules**”) to set up an IT park on the said land, named as “**Landmark One**” (Hereinafter referred to as the said “**Project**”)
3. The Vendor has got the building plans approved from Chief Town Planner a Department of Department of Town and Country Planning (DTCP) vide Memo No. ZP-453/PA (DK)/2025/45156 dated 07.11.2025 for the Project.
 4. The Project comprises of several buildings/towers consisting of self-contained independent Units along with common infrastructure, and parking sites.
 5. The Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Haryana Real Estate Regulatory Authority at Gurugram vide registration No. _____ of _____ dated: _____ having memo no. _____.
 6. The Vendee represents and confirms that it has examined, prior to the date hereof, all the documents pertaining to the Project, said Land and all other documents pertaining to the said Project and the same have been examined in detail by its advocates and architectural consultants. The Vendee further confirms that it has also examined all documents and information submitted by the Vendor to the concerned Haryana Real Estate Regulatory Authority as required by the Act and the Rules framed thereunder and has understood the implications thereof in all respects.
 7. That considering the application submitted to the Vendor by the Vendee, a unit bearing no. _____ in _____ having tentative carpet area with Mezzanine of _____ **Sq. Ft.** on _____ **Floor** (hereinafter referred as the said “**Unit**”) was allotted to the Vendee vide **Allotment Letter** dated _____, and thereafter an **Agreement for Sale** duly registered vide Vasika No. _____ dated _____ (Hereinafter referred to as the said “**Agreement**”) was executed between the Parties and all the terms & conditions of allotment were contained therein and the same shall be read as part and parcel of this Conveyance Deed.
 8. That the Project has been completed and the occupation certificate has been obtained from the Competent authority i.e., DTCP, vide Memo no. _____ dated _____ and deed of declaration, in compliance of the Apartment Ownership Act, has been duly registered vide Vasika No. _____ dated _____ with the office of Sub-Registrar, _____, Gurugram.
 9. The Vendee, before making the final payment to the Vendor and execution of this Conveyance Deed, has examined the said Unit, relevant documents and having fully satisfied himself/herself/themselves with the workmanship used in the construction and the carpet area of the said Unit (including design and specifications thereof) and thereafter paid the balance sale consideration to the Vendor. Accordingly, the Vendee has paid an amount of **Rs. _____ (Rupees _____ Only)** as the total consideration

(Hereinafter referred to as the “**Total Consideration**”) for the said Unit to the Vendor, the receipt whereof is acknowledged by the Vendor, details are given below:

S.No.	Particulars	Bank	Date	Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Total				

10. The Vendee further confirms that it has verified the description and physical condition of the said Building/Tower and Unit including the size, dimensions, etc., the facilities/amenities to be made available to the Vendee in terms of the Agreement.
11. On the Vendee being satisfied in all respects, the Vendor has handed over the actual physical possession of the said Unit to the Vendee as per the specifications and amenities mentioned in the Agreement, and the Vendee also confirms taking over the actual physical possession of the said Unit.
12. The Vendee now desires to get this Conveyance Deed executed and registered in its favour after fully satisfying himself/herself/themselves as to the construction, design and specifications of the said Unit.
13. The Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Unit, pay charges as may be levied in terms of the Maintenance Agreement executed by the Vendee and shall not interfere or object to any proposed balance construction to be raised thereon as per FAR and density available now or in future and relying on all the assurances, representations Conveyance Deed.
14. The Vendee has solely relied on his/her own judgment and investigation in this regard before deciding and/or agreeing to execute this Conveyance Deed and the Vendee further

confirms that no oral or written representations or statements made by any Party shall be valid or shall be considered to be part of this Conveyance Deed with respect to the description, workmanship, specification of the said Unit, quality of the construction, infrastructure availability etc as this Conveyance Deed not only being self-contained and complete in itself in these respects but Vendee also has examined, verified and confirmed these aspects.

DEFINITIONS AND INTERPRETATIONS:

For the purpose of this Agreement, unless the context otherwise requires, -

1. **“Agreement”** means Agreement for Sale already executed between the parties including amendments/ratifications thereto if any;
2. **“Vendee”** means and includes the person in whose favour a Unit has been allotted in the Building/Tower namely “Landmark One” in Village Badshahpur, Sector-67, Tehsil and District Gurugram (Haryana) and the agreement had been executed by the Vendor and further has paid total sale consideration;
3. **“Apartment Ownership Act”** shall mean the Haryana Apartment Ownership Act, 1983 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;
4. **“Building/Tower”** means building/tower namely “Landmark One” in Village Badshahpur, Sector-67, Gurugram (Haryana) as sanctioned in building plans;
5. **“Common Areas”** shall mean and include all areas as specified in rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules, 2017 and which the Allottee(s) shall use on a shared, non-exclusive basis with other Allottee(s) of the Building/Tower.
6. **“Deed of Declaration”** shall mean the Deed of Declaration (including any amendment thereto) filed or to be filed under the Apartment Ownership Act with regard to the said Unit/Building/Tower/ Project before the Concerned Authority;
7. **“Occupancy Certificate”** means the certificate as issued against any of the buildings constructed/to be constructed in the Project individually or collectively by the concerned Authority granting permission to occupy a building in the project;
8. **“Project”** means the Area falling in License No. 97 of 2008 dated 12.05.2008 from the Director Town and Country Planning, Chandigarh, Haryana under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 (“**1975 Act**”) and Haryana Development and Regulation of Urban Areas Rules, 1976 (“**1976 Rules**”) to set up an IT Park on the said land, comprising of several buildings/towers consisting of self-contained

independent flats along with common infrastructure, parking sites, and community building in terms of the said Act and the Rules by the name of “**Landmark One**”.

Unless the context otherwise requires in this Conveyance Deed:

- a. Words and expressions used in this Conveyance Deed but not defined and defined in the Agreement shall have the same meanings respectively assigned to them in the Agreement.
- b. Any reference to the singular shall include the plural and vice-versa;
- c. Any references to the masculine, the feminine and the neuter shall include each other;
- d. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

NOW THEREFORE in furtherance to receipt of the Total Consideration, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of ownership of the said Unit, absolutely and forever, in favor of the Vendee on the terms and conditions mutually agreed by and between the Parties which is contained in this Conveyance Deed as under:

1. (a) That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration of the Total Consideration already paid by the Vendee to the Vendor, the receipt whereof the Vendor do hereby acknowledge, the Vendor do hereby transfer, convey, assure and assign unto the Vendee ownership of the said Unit free from all encumbrances and exclusive right to only use and occupy the said Unit, if any absolutely and forever with proportionate, undivided, impartible right to only use the common areas except for the terraces specifically and exclusively reserved for utilization by the Vendor for installation of utility services. The Vendor alone shall have the absolute and the sole right to use the terraces of the various structures, towers or buildings in the Project which are not included in the Common Areas. The Vendor shall have sole right to give on lease or hire any part thereof for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise and the Vendee shall not have any right to object to or prevent the same.
- (b) That the Building/Tower shall always be known as “Landmark One” and the said name shall not be changed by the Vendee individually and/or jointly with the other Vendee(s)/owners of Units in the Building/Tower or their association.
- (c) That the Vendee has inspected the said Unit and finds the same as per Vendee’s complete satisfaction. The Vendee does not have any claim including monetary from the Vendor.

2. (a) The Vendor hereby confirms and acknowledges the receipt of the Total Consideration in respect of the said Unit paid by the Vendee to the Vendor and that there is nothing due from the Vendee towards the sale consideration in respect of the said Unit.
- (b) That the Vendee has paid his/her pro-rata share of the cess, taxes including but not limited to GST. The Vendee has further agreed to additionally pay, on demand, the proportionate share of any additional amount on account of taxes or development charges payable to the competent authority and/or increase in any other charges/fee/tax/cess/GST etc. which may be levied or imposed by the competent authority with retrospective effect to the Vendor. The Vendor undertakes and agrees that while raising a demand on the Vendee for such increased in taxes or development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, it shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Vendee.
- (c) That the Vendee, if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (“**FEMA**”), the Reserve Bank of India Act, 1934 (“**RBI Act**”) and the rules and regulations framed thereunder and any other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The Vendee shall furnish the required declaration as may be prescribed in this regard. The Vendee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made thereunder. The Vendee shall indemnify and keep and hold the Vendors and its directors /employees /associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure.
3. (a) That it is made clear to the Vendee that they shall be entitled to the ownership rights in the Building/Tower and rights of usage only as specified below:
- (i) The Vendee shall have absolute ownership of the said Unit.
- (ii) The Vendee shall have undivided interest in the Common Areas within the Building/Tower.
- (iii) The Vendee shall use the Common Areas within the said Building/Tower in which the said Unit is situated, harmoniously along with other Vendees, occupants, users, staff of maintenance agency etc. without causing any inconvenience or hindrance to them. However, the Vendee shall not be entitled to claim partition of its interest in the Common Areas. This clause shall be applicable to the Vendee and all subsequent transferees as well.
- (iv) The Vendee shall not raise any claim against such unreserved car parking spaces on the surface of the land possessed by the Vendor nor shall the Vendee attempt to use or park its vehicles in unreserved parking spaces. It is made abundantly clear and agreed by the Vendee that no other land(s)/Unreserved parking spaces is/are forming part of this Conveyance Deed.

- (v) That the usages right in the Common Areas does not confer any separable/ exclusive title or share in the Common Areas and shall be governed as per Haryana Apartment Ownership Act, 1983 and rules framed thereunder.
 - (vi) The community building, and the commercial shops shall be the exclusive property of the Vendor and the Vendee shall not claim any right, title and interest in the same.
4. That the Vendee understands that additional infrastructure may be required in future to meet the future demands/requirements of the said Project or for complying with the requirements of the electricity department/distribution or supply of energy, in which event; the Vendee acknowledges and agrees to pay additional proportionate share in the installation of the electricity establishment cost.
 5. That the actual physical and vacant possession of the said Unit has been handed over by the Vendor to the Vendee and the Vendee hereby confirms having taken over the possession of the same from the Vendor after satisfying himself/ herself /themselves that the workmanship used in construction as also the various installations like electrification work etc. provided, are in accordance with the drawings, designs and specifications as per the Agreement and terms and conditions of booking and the same are in good order and condition and that the Vendee has satisfied himself in respect of the location and final Carpet Area calculations and measurements of the said Unit.
 6. (a) That the Vendee agrees that in case of ongoing construction on part of the said Land or further construction on any portion of the said Land (including additionally acquired land) or said Project or on the terrace thereof becomes permissible, the Vendor shall have the exclusive right to take up or complete such further construction as belonging to the Vendor. It is agreed that in such a situation or with a view to complying with the provisions of the Apartment Ownership Act, the right of the Vendee in the Common Areas and in the said Land underneath the said Building/Tower shall stand varied accordingly, without any claims from the Vendee. The Vendor shall be entitled to connect the electric, water, sanitary, power backup and drainage fittings on the additional structure(s)/ storey(s) with such existing facilities / installations without any objection or hindrance from the Vendee. That the Vendor shall be the owner of all terrace areas, not being a part of the Common Areas, which have not been transferred.

(b) The Vendee agrees that if there is any unutilized FAR including due to revised FAR and density norms, or any other reason, the Vendor can raise construction over it at a later date and Vendee shall have no objection to the same even after the Project is completed and possession has been handed over. The Vendee gives unconditional consent to the Vendor to utilize the aforesaid additional FAR in accordance with the applicable laws, and the Vendee shall have no objection or claim or demand any compensation for the same subject to the condition that construction shall be carried out as per as per norms and the approved designs and drawings.
 7. (a) That the Vendee agrees to abide by all laws, bye-laws, rules and regulations, conditions of the Central or State Government or the applicable local bodies and shall be

responsible or liable for all defaults, violations or breaches of any of the conditions of approvals and/or rules and regulations as may be applicable on the Vendee always. The Vendee also agrees to abide by the terms of the Apartment Ownership Act, as applicable and as amended from time to time and shall keep indemnified the Vendor and its employees for any liabilities or penalty resulting from such violations that may be attributable to the Vendee.

(b) That the Vendee shall not use the said Unit or permit the same to be used for purpose other than permitted purpose and/or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use in the Common Areas.

(c) That with a view to maintain uniform aesthetics of the said Project, the Vendee shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hanging and/or drying of clothes, notice board etc. in the Common Areas or at the external façade of the building or anywhere on the exterior of the Common Areas and shall not change the color scheme of the outer walls or painting of the exterior side of the doors and windows including by means of fixing of colored films etc. or carry out any change in the exterior elevation or design. The Vendee shall be entitled to display his/her name plate only at the proper place provided for the said Unit and in the manner approved by the duly appointed facility operator/servicing agency or Association (as the case may be). Further, circulating/displaying letters on the notice board or otherwise shall be done with prior written approval of the facility operator/servicing agency or the Association of Vendees.

(d) That the Vendee shall ensure that the fire safety equipment shall be kept functional and subsistent always within the said Unit and in the common areas, and the Vendee shall not keep any hazardous, explosive, inflammable chemicals/ material etc. which may cause damage to any part of the said Project. The Vendee shall always keep the Vendor harmless and indemnified for any loss and damage in respect thereof.

(e) That the Vendee agrees and undertakes that to ensure uniformity and non-interference with structures, ducting, internal cabling etc. and for general safety, security as well as larger interest of the said Project. The facility operator/servicing agency or the Association (as the case may be) shall designate, regulate and approve the entry of service providers such as telephone, cable, satellite T.V/Radio, internet, Wi-Fi, wi-max, IP/IT services, general utility services or any other type of services. The Vendee shall take prior written approval of Vendor/facility operator/servicing agency before laying and /or connecting upon any type of pipes, wires, cables, antenna(s) through Common Areas, common facilities and/or the areas or facilities owned by the Vendor or any electrical, water, battery or generator and the connection shall not be installed without written approval. In case such approval is not taken by the Vendee, the Vendor/facility

operator/servicing agency shall be entitled to remove such connections without any compensation or claim and at the cost of Vendee and shall remain indemnified for change of any power points, service points etc. if the same is not brought to its notice.

(f) The Vendee shall not use the external façade of the buildings for the purposes of advertisement and placement of hoardings and the Vendee shall neither erect nor allow the erection of any communication and transmission tower on top of the building blocks.

(g) That the Vendee shall comply with all the stipulations mentioned in the Environment Clearances issued by State Environment Impact Assessment Authority, Haryana vide EC Identification no. _____ dated: _____ and the vendee shall also comply with all conditions laid down in the Memo. No. _____ dated: _____ of the Fire Station Officer, Gurugram with regard to fire safety measures.

(h) That the Vendee shall comply with all the conditions laid down in Form-D issued by Inspector of Lifts-cum-Executive Engineer, Electrical Inspectorate, Haryana, _____, Gurugram.

(i) That the Vendee shall use Light-Emitting Diode Lamps (LED) for internal lighting, so as to conserve energy as prescribed by the DTCP, Haryana.

8. That the Vendee shall have no right, title or interest of any kind in the land and building(s) reserved for future expansion, if any. Further, the Vendee has agreed and understood that since the Vendor has not charged any amount from him/her/them for the construction and development of commercial area/shops, the Vendee shall not have any interest, claim or right in any commercial area / shops developed in the said Project nor the Vendee shall make any interference in the operation and management of commercial area / shops, Community Building and crèche in the Project by the Vendor or its nominated agency. However, the Vendee shall be permitted to use the Community Building subject to making payment of requisite charges.

9. (a) The Vendor shall have the right to provide maintenance services of the Building/Tower either directly or indirectly through an agency till the handing over the Building/ Tower to the Association. Thereafter, the Association shall have the right to either continue with the service provider agency appointed by the Vendor or appoint a new service provider agency to undertake maintenance services of the Building/Tower.

(b) That as per the terms stipulated in the Conveyance Deed and the Maintenance Agreement, the Vendor /Maintenance agency (as the case may be), shall look after the maintenance and upkeep of the Common Areas of the Building/Tower and shall enter into related agreements for the purposes of such upkeep and maintenance of the common areas.

(c) That the Vendee agrees and confirms that it shall abide by the terms of the Maintenance Agreement and shall be bound by the same at all times. The Vendee shall

further be solely responsible to maintain its Unit at its own cost in a good condition and shall not do or suffer to be done anything in or to the Project or the Unit or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belongings thereto in good and tenantable repair, and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized. The Vendee shall also not change the color 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 except with prior written permission of the Vendor. Further, the Vendee shall not store any hazardous or combustible goods in the said Unit or place any material including flower pots etc. in the common passages or staircase of the said building. The Vendee shall also not remove any wall, including load-bearing wall of the said Unit. The walls shall always remain common between the said Unit and the Unit of other Vendees of adjacent Unit.

(d) The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor. The non-observance of the provisions of this clause shall entitle the Vendor or Association or the duly appointed Maintenance agency (as the case may be) to enter into the Unit, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

(e) The Vendee shall keep the said Unit, the walls and partitions, sewers, drains, pipes and appurtenances thereto belonging in good tenable repair or condition and in particular so as to support, shelter and protect all parts of the Project other than the said Unit 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 condition or law, bye laws or rules and regulations.

(f) That the Vendee undertakes not to commence any structural alteration, addition or any other interior work without obtaining prior permission of the Vendor or Association, as the case may be. Even pursuant to grant of requisite permission, the Vendee or the person(s) inducted by the Vendee shall ensure that the interior or any work does not even touch the R.C.C. structure and/ or load bearing walls nor does it cause any hindrance or obstruction to other property owners in the Project. During the course of such interior work, the Vendee or the person(s) inducted in possession in the property shall take all precautions to ensure that no damage is caused to the Common Areas or to other properties in the Project and in such an eventuality, shall be solely liable for providing the entire amount of compensation to the affected party and/or restoration of the damages so caused.

(g) The Vendee hereby agrees and undertakes to become a member of the Association and to complete all the documentation and fulfill its obligations as may be required under

the Apartment Ownership Act and the Real Estate (Regulation and Development) Act 2016 promptly on being called upon.

(h) Subject to the provision of the Real Estate (Regulation and Development) Act 2016 read with the applicable Rules framed thereunder and the Policy, the Vendee shall have no objection if the Vendor makes any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold premises within the Project or the external facade and the Vendee agrees not to raise objection or make any claim on this account.

(i) That the Vendee shall not use the said Unit so as to cause blockade or hindrance to any Common Areas, common passages, veranda or terraces. No Common Areas of the Project will be used by the Vendee for keeping/ chaining pets (animals, dogs or birds) /storage of cycle/ motorcycles/wrong/unauthorized parking, nor the Common Areas shall be blocked in any manner whatsoever.

(j) The Vendee shall not be allowed to do any activity which may be objected to, by the other Vendees, occupants such as playing of high-volume music, use of loudspeaker, dumping of garbage or any activity which spoils the decorum or decency or beauty of the Project, including defacing of common walls, lifts or throwing or dumping of refuse/garbage which could be subject to fine or penalties as per prevailing and applicable laws/bye laws/Maintenance Agreement.

(k) The Vendee in its individual capacity as well as the prospective or existing member of the Association as the case may be, hereby confirms and agrees that subject to section 22 of the Apartment Ownership Act in the event of redevelopment of the said Land at any time in future on account of any force majeure events or any catastrophe or for any other reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such redevelopment on the Land. This clause shall be applicable to the Vendee and all subsequent transferees as well.

10. (a) That the Vendee shall not assign, transfer or part with the possession of the said Unit without obtaining a 'no dues certificates' from the Association or the Vendor as the case may be. In the event of such assignment/ transfer/ sale of the said Unit of the Vendee, the Vendee shall file transfer permission application along with the proper set of documents to be executed, in the office of Vendor for its record. The transfer shall be subject to clearance of any outstanding dues still pending or recoverable due to any account which may be levied like statutory govt. dues, charges, taxes etc. That the Vendee as well as subsequent transferees of Vendee hereby covenants to observe and perform all the terms and conditions of the booking, Agreement and this Conveyance Deed to keep Vendor and its agents and representatives, estates and effects indemnified and harmless against the said payments and shall observe and perform the respective terms and conditions of each of the aforementioned documents. The Vendee shall indemnify and keep indemnified the Vendor against any loss and damages that the Vendor may suffer as a result of non - payment, non - observance or non- performance of the said terms and

conditions by the Vendee. Further, such transfer, sale, lease, mortgage etc. shall be subject to the terms and conditions contained in the present Conveyance Deed. Further, the transferee or buyer shall be entitled to become a member of the Association of the Apartment Owners in place of the Vendee and shall be entitled to all the benefits and rights but subject to all the obligations and duties on the present Vendee. However, it shall be the liability, jointly and severally, of the Vendee / Transferee / subsequent buyer with respect to the unpaid amount towards operating charges/maintenance charges (whenever payable), electricity charges or any other charges along with interest or penalty if any payable by the Vendee at the time of transfer of the said Unit. The Vendee / transferee / subsequent buyer of the said Unit shall be liable to pay the administrative charges, as applicable from time to time, to record his nomination / mutation in the records maintained by the Vendor / Association of Vendees) as an owner of the said Unit in the said Project.

(b) It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Said Unit, as in case of a transfer, all obligations go along with the Said Unit for all intents and purposes.

11. That the Vendee shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the said Unit effective from the date of handing over possession of the said Unit, so long as each Unit is not separately assessed for such taxes for the said Land and/or said Project, the same shall be payable and be paid by the Vendee in proportion to the Carpet Area of the said Unit conveyed to him in terms of this Deed. Till the Unit is individually assessed to property tax or any other charges as aforesaid by the authorities, the Vendee shall be liable to pay to the Vendor on demand, such taxes / charges whether levied now or in future on the land / buildings of the Scheme, proportionate to the area of the Unit. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor or its nominee or any other body or association of all or some of the Unit.
12. If the Vendee has to make any payment, in common with other Vendee(s)/occupant(s) in the Project, the same shall be the proportion in which the Carpet Area of the Unit bears to the total Carpet Area of all the Units in Project / Complex/Tower, as the case may be.
13. (a) That the Vendee shall be entitled to get the Unit 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 without any further act or consent of Vendor. However, if the Vendee transfers the Unit to a third party, subject to Clause 10 above, then the transferee shall be bound by the terms and conditions of this Deed.

(b) That notwithstanding anything to the contrary stated in the agreement mentioned herein above, it is categorically agreed by and between the parties that Vendor shall not

be liable for rectification of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Vendee or non-compliance of any Applicable Laws by the Vendee; and
- (ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Vendee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Vendor, and the Vendor shall not be liable for rectification of any defects therein.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Vendor at the Project, reasonably and in the ordinary course requires time beyond 30 (thirty) days, then the Vendor shall be entitled to the same, provided an intimation thereof has been provided to the Vendee prior to expiry of the said initial 30 (thirty) days. The Vendee hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

- 14. It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Unit, as in case of a transfer, all obligations go along with the Unit for all intents and purposes.
- 15. That if any of the provisions of this Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with the terms and conditions mentioned therein.
- 16. (a) The recitals, annexures and schedules including any representations and warranties form part of and are an integral part of this Deed and shall have the same force & effect as if expressly set out in the body of this Deed being binding on the Parties, and any reference to this Deed shall include any recitals and annexures to it. Any references to Clauses and annexures are to Clauses of and annexures to this Deed. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears;

(b) The Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the Agreement in relation to the said Unit and such obligation shall be applicable to subsequent transferees of the Vendee as well.

(c) References to this Deed or any other document shall be construed as references to this Deed or that other document as amended, varied, novated, supplemented or replaced from time to time;

17. That all costs of stamp duty, registration fee and other miscellaneous and incidental expenses on the execution and registration of this Conveyance Deed have been borne and paid by the Vendee and the Vendee agrees to pay any further demand or deficiency of stamp duty, fee etc. made by the concerned government authority, in future.
18. That all costs of stamp duty, registration fee and other miscellaneous and incidental expenses on the execution and registration of this Conveyance Deed have been borne and paid by the Vendee and the Vendee agrees to pay any further demand or deficiency of stamp duty, fee etc. made by the concerned government authority in the future. The Vendee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 & Indian Registration Act, 1908 or any other applicable law including any actions taken or penalties imposed by the competent authority(ies). The Vendee has / have borne all expenses for the completion of this Deed including the cost of stamp duty, registration and other incidental charges. 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 Unit, if any conveyed by this Deed shall be borne by the Vendee exclusively, and the Vendor accepts no responsibility in this regard.
19. The rights and obligations of the Parties under or arising out of this Deed including disputes between the Parties shall be construed and enforced in accordance with the Act and rules framed thereunder, Policy and other applicable laws of India for the time being in force.

IN WITNESS WHEREOF the Parties have executed these presents at the place, day, month and year as first above written in the presence of witnesses:

Witnesses:

(VENDOR)
(Landmark Apartments Pvt. Ltd.)

1.

(VENDEE)

2.

SCHEDULE-I

COMMERCIAL BUILDING / TOWER – Landmark One

COMMON AREAS

Common areas mean the right in all such common areas and facilities for use of the vendee within/outside the Building/Tower in which the said Commercial complex is situated.

The list of Common Areas shall be in terms of the Real Estate Act 2016 and the Rules framed thereunder and shall include the following: -

A. General Facilities:

- i) Entrance at ground floor in each tower and block;
- ii) Main Staircases and Fire Escape in each tower and block;
- iii) Lift;
- iv) Plumbing Shafts;
- v) Lift Shaft;
- vi) Lighting in Lobbies, Staircase and corridors;
- vii) Wet Riser;
- viii) Staircase, passages lighting/ services thereof;
- ix) External fire Hydrants;
- x) Portable fire extinguishers;
- xi) Mumty; and

The Vendee shall have right in the above Common Areas and general facilities of the Building/Tower.

B. Restricted Common Facilities for commercial units on same floor:

- i) Passage;
- ii) Lift;
- iii) Lift Lobbies;
- iv) Corridors;
- v) Fire Hydrants with Hose reel and cabinet at each floor of each tower & Basement;
- vi) Passage Lighting in Common Areas; and
- vii) Fire escape/ Fire Staircase.

SCHEDULE -II
(DESCRIPTION OF THE PREMISES UNDER SALE)

Unit No. _____ in _____ having carpet area of _____ **Sq. Ft.** on _____ **Floor**
situated in "*Landmark One*" in Village Badshahpur, Sector-67, Gurugram (Haryana).