



CONVEYANCE DEED



M9 SQUARE

NINE EXPERIENCE. ONE DESTINATION.



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CONVEYANCE DEED

Property No. :
Project :
Type of Deed : Conveyance Deed
Type of Property : Commercial
Carpet Area : sq. mtrs. (..... Sq. ft.)
Value : Rs./-(Rupees only)

This deed of conveyance ("**Conveyance Deed**") is made and executed at District Gurugram, Haryana on this day of, 2026.

BY

M/s. Worldwide Resorts And Entertainment Private Limited (CIN:), a Company registered under the provisions of the Companies Act, 2013, having its registered office at House No. 783, 2nd Floor, Block B, Shashtri Nagar, North West Delhi, New Delhi through a natural individual as its authorized signatory namely Mr.....(Aadhar No., duly authorized in this behalf vide board resolution dated. day of, (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) being the party of the **FIRST PART**.

In Favour of

Mr., (Aadhar No.) son of, aged about years, residing at (PAN No.), hereinafter called the "**Allotee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, executors, administrators, successors-in-interest and permitted assigns).

(For joint Allotee /Vendee)

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 legal heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

The Vendor and the Vendee are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

DEFINITIONS AND INTERPRETATIONS:

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



1. **“Agreement”** means flat buyer’s agreement already executed between the parties including amendments/ratifications thereto if any;
2. **“Allottee”** means and includes the person in whose favour a Commercial Unit has been allotted in the project namely “M9 Square” situated in revenue estate of village Bans Haria, Sector M-9 of 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 byelaws framed thereunder;
4. **“Common Areas”** shall mean all such parts/areas which have been specified in the Deed of Declaration/Schedule I of this deed and which the Allottee(s) shall use on a shared, non-exclusive basis with other Allottee(s) of the Project.
5. **“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 Project before the concerned Authority.
6. **“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;
7. **“Building”** means building in the project namely **“M9 Square”** situated in revenue estate of village Bans Haria, Sector M-9 of Manesar, Gurugram Haryana as sanctioned in building plans approved by Director, Town & Country Planning, Gurugram in Memo. No. 3383 dated 26.06.2026.
8. 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.
9. Any reference to the singular shall include the plural and vice-versa;
10. Any references to the masculine, the feminine and the neuter shall include each other;
11. Headings to Sections, parts and paragraphs of annexures and annexures are for convenience only and do not affect the interpretation of this Deed;
12. 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;
13. Any reference to the phrase *‘handing over the possession of the said Unit’*, *‘taking over the possession of the said Unit’* or any similar phrase shall mean (i) actual physical handover of the possession of the said Commercial Unit in favour of the Vendee, or (ii) expiry of the period, for taking the possession of the said Commercial Unit by the Vendee, as prescribed in the Possession Letter, whichever is earlier.

WHEREAS:

1. **M/s Active Promoters Private Limited**
(CIN:U45201DL2004PTC128384/PAN:AAECA9956G), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-1".
2. **M/s Flip Propbuild Private Limited**
(CIN:U45200DL2007PTC157710/PAN:AABCF0579P), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-2".
3. **M/s Gable Propbuild Private Limited**
(CIN:U45200DL2007PTC157788/PAN:AACCG7785R), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-3".
4. **M/s Gaff Propbuild Private Limited**
(CIN:45200DL2007PTC157827/PAN:AACCG7717K), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-4".
5. **M/s Globule Propbuild Private Limited**
(CIN:U45200DL2007PTC157753/PAN:AACCG7720J), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-5".
6. **M/s Gloss Propbuild Private Limited**
(CIN:U70109DL2007PTC158041/PAN:AACCG7739D), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-6".
7. **M/s Gravel Propbuild Private Limited**
(CIN:U45200DL2007PTC157755/PAN:AACCG7736N), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-7".
8. **M/s Grebe Propbuild Private Limited**
(CIN:U45200DL2007PTC157757/PAN:AACCG7729B), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-8".

9. **M/s Guffaw Propbuild Private Limited** (CIN:U45200DL2007PTC157871/PAN:AACCG7725P), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-9".
10. **M/s Gull Propbuild Private Limited** (CIN:U45200DL2007PTC157798/PAN:AACCG7737P), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-10".
11. **M/s Gyan kunj Estates Private Limited** (CIN:U45200DL2011PTC225431/PAN:AAECG4501F), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket New Delhi South Delhi DL 110017, hereinafter referred to as the "Landowner-11".
12. **M/s Logical Promoters Private Limited** (CIN:U45201DL2004PTC128388/PAN:AABCL0432H), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-12".
13. **M/s Monarch Buildcon Private Limited** (CIN:U45201DL2006PTC147466/PAN:AAECM5871C), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South, Delhi, DL 110017, hereinafter referred to as the "Landowner-13".
14. **M/s Rose Gate Estates Private Limited** (CIN:U45201DL2005PTC138008/PAN:AADCR0503R), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-14".
15. **M/s Sankalp Promoters Private Limited** (CIN:U45201DL2005PTC140047/PAN:AAJCS2452E), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-15".
16. **M/s Sarvodaya Buildcon Private Limited** (CIN:U45201DL2005PTC138006/PAN:AAJCS1268E), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-16".
17. **M/s Sriyam Estates Private Limited** (CIN:U70109DL2006PTC150880/PAN:AAKCS0098P), a Company incorporated under the Companies Act, 1956 and



existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-17".

18. **M/s Yukti Projects Private Limited** (CIN:U45201DL2005PTC139361/PAN:AAACY2517K), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-18".

19. **M/s Zonex Estates Private Limited** (CIN:U45202DL2001PTC113392/PAN:AAACZ1455B), a Company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square ONE, C-2, District Centre, Saket, New Delhi, South Delhi, DL 110017, hereinafter referred to as the "Landowner-19".

(Hereinafter the Landowner-1 to Landowner- 19 as stated above shall collectively be referred to as the "Landowner" which expression shall unless repugnant to the context or meaning thereof mean and shall be deemed to mean and include its legal representatives, administrators, executors, nominees, successor-in-interest and assigns).

AND

M/s Emaar India Limited (CIN: U45201DL2005PLC133161/PAN: AABCE4308B), a Company incorporated and registered under the provision of the Companies Act, 1956, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi, South Delhi, DL110017 IN, hereinafter referred to as the "Company", (which expression shall unless repugnant to the context or meaning thereof mean and shall be deemed to mean and include its legal representatives, administrators, executors, nominees, successor-in-interest and assigns).

Are the absolute and lawful owner of the land bearing Rectangle No. 30 Killa No. 21/2/2(2-9),22(8-0), Rectangle No. 41 Killa No. 1(8-0),2(8-0),9(8-0),10(8-0),11(8-0),12(8-0),19(8-0),20(8-0),Rectangle No. 41 Killa No. 3/2(4-0),4/2(4-0),7/1(6-4),8/1(4-18),Rectangle No. 14 Killa No. 13/1/2(3-18),14/1(5-16),15/1(5-16),16(8-0),17(5-11),18/1(0-13),25/2(4-0),Rectangle No. 30 Killa No. 2/1/2(7-14),3(8-0),9(6-13),11(8-0),12(8-0),19(8-0),20(8-0),Rectangle No. 31 Killa No. 2(8-0),9/1(5-7),9/2(2-13),11/2(5-16),12/1(7-18),18/2(2-4),19/2/1(7-2),20/1(2-14),21/1(0-15),22/1/2(7-2),23(8-0),Rectangle No. 32 Killa No. 14/1(4-3),16(10-2),17/1(7-12),22/1(6-2),23/1(6-9),24(7-18),25/1(2-2), Rectangle No.33 Killa No. 20(6-16),21/1(2-2),Rectangle No. 31 Killa No. 16(8-0),17(8-0), Rectangle No.34 Killa No. 20(8-0),21(8-0),Rectangle No. 36 Killa No. 23/2/2(1-11),24(10-11), Rectangle No. 38 Killa No. 2/1(0-2), 3/1(4-0),3/2(4-0), 4(8-0),7/1(7-2),8(8-0),13/1(2-18),Rectangle No. 36 Killa No. 18(8-4),23/1(2-0),23/2/1(4-9), Rectangle No.41 Killa No. 6/2(1-16),7/2(1-16),8/2(3-2),13/(8-0),14(8-0),15(8-0),16(8-0),17(8-0),18(8-0),23(8-0),24(8-0),25(8-0),Rectangle No. 43 Killa No. 3(8-0),4/1(2-9),5/1(2-9),8/1min north(3-10), Rectangle No.36 Killa No. 25(5-11),Rectangle No. 37 Killa No. 1(9-2),2(2-5),10(4-0),Rectangle No. 38 Killa No. 5(8-0),6(8-0),14/2(4-15),15(4-0),Rectangle No. 40 Killa No. 20(7-12),Rectangle No. 32 Killa No. 11(10-18),12(9-0),13(7-2),18(8-0), 19(8-0), 22/3(1-

2),23/3(1-2),Rectangle No. 35 Killa No. 10/2/1(1-0),Rectangle No. 32 Killa No. 20(8-0),21/1(2-13),Rectangle No. 33 Killa No. 24(3-2), Rectangle No. 34 Killa No. 3(8-0),4(8-0),5/1(2-18),8/1/1(0-10),16(8-0),Rectangle No. 36 Killa No. 11/2(0-8),12(7-7),20(8-0),Rectangle No. 33 Killa No. 23(8-4), Rectangle No.40 Killa No. 11(7-12),Rectangle No. 30 Killa No. 4(8-0),5(8-0), Rectangle No.31 Killa No. 24(8-0),25(8-0),Rectangle No. 34 Killa No. 7/2(4-0),14(8-0),Rectangle No. 34 Killa No. 17(8-0),18(8-0),23(8-0),24(8-0),25(8-0), Rectangle No. 35 Killa No. 1(8-0),3(8-0),4(8-0),5(8-0),6(8-0),7(8-0),8(8-0),10/1(5-9),Rectangle No. 34 Killa No. 5/2(2-4),6(8-0),7/1(4-0), 15(8-0),Rectangle No. 36 Killa No. 19(8-0),21(8-0),22(8-0),Rectangle No. 38 Killa No. 19(8-0),22(8-0),23(4-6),Rectangle No. 38 Killa No. 13/2(5-2),(17(4-0),18(8-0), admeasuring 881 Kanal 12 Marla situated in the revenue estate of village Bans Haria Tehsil Harsaru District, Gurugram & Rectangle No. 1 Killa No. 21(2-11),22(8-2), 23(4-13), Rectangle No.5 Killa No. 1(7-16),2(8-0),3(8-0),6/2(3-11),7/1(3-11),8/2(1-8),8/1/1/1(0-4),8/1/2/1(2-12),9/1(5-6), Rectangle No. 5 Killa No. 5(3-9),6/1(4-9), admeasuring 63 Kanal 12 Marla situated in the revenue estate of village Bans Khusla Tehsil Harsaru District Gurugram total admeasuring 945 Kanal 4 Marla situated at revenue estate of village Bans Haria & Bans Khusla, Sector M-9, M-10, M-13, M-14, Manesar, Sub Tehsil Harsaru, District Gurugram, Haryana ("Said Land").

The Landowner, Company and the Promoter have entered into a Joint Development Agreement dated 13.12.2021 registered as Document No. 6965 at the office of the Sub-Registrar, Harsaru.

1. The Vendor has entered into a Joint Development Agreement (Collaboration Agreement) with M/s Emaar India Limited ("Company") and the Land-owning Company(ies) dated 13.12.2021 duly registered at the office of the Sub-Registrar Harsaru, bearing Regd. No. 6965 Book No. 01, Regd. Year 2021-2022 with respect to the development and registration of the Project on the land admeasuring 119.06 Acres located in the Sector M-9, M-10, M-13 & M-14 of Manesar, Gurugram Manesar Urban Complex 2031, within the revenue estate of village Bans Haria and Bans Khusla, Tehsil Harsaru, District Gurugram, Haryana.
2. The Vendor has obtained the licence for setting up of an Industrial Plotted Colony on the land admeasuring 118.15 acres forming part of Joint Development Agreement dated 13.12.2021, vide licence no. 136 of 2022 (Endst. no. LC-4711/Asstt. (MS)/2022/ 27450) dated 08.09.2022 and an additional License No. 06 of 2024 dated 19.01.2024 vide Endst No. LC-4711-B/JE (SB)/2024 for land admeasuring 53.171875 acres forming part of Joint Development Agreement dated 28.06.2023, Total Licensed Area admeasuring 171.32 acres from the Department of Town & Country Planning, Haryana, Chandigarh. The said License was granted under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 ("Act") and Haryana Development and Regulation of Urban Areas Rules, 1976 ("Rules") upon the conditions mentioned therein.

That the present project is proposed to be developed on Commercial Plot No. 04 of the Industrial Plotted Colony having a plot area of 0.2180 acres or 882.28 Sq. Mtr.

forming part of Licence No. 136 of 2022 (Endst. no. LC-4711/Asstt. (MS)/2022/27450) dated 08.09.2022. The said Commercial Plot is situated on land comprised in Rectangle No. 35, Killa No. 10/1/2 (1-15), situated in the revenue estate of Village Bans Haria, Sector M-9 Manesar, Gurugram, Haryana.

4. The Promoter proposes to develop a Commercial Complex namely "**M9 Square**" on the aforesaid Land situated in the revenue estate of village Bans Haria, Sector M-9 Manesar, Sub Tehsil Harsaru, District Gurugram, Haryana. (hereinafter referred to as the said Commercial Complex).
5. The Vendor has obtained approval of Building Plans from DTCP vide Memo. No. 3383 dated 26.06.2026 for the above Commercial Complex on the said Land.
6. 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 as registration No. _____ of _____ dated _____ vide Memo No. _____.
7. The Vendee represents and confirms that it has examined, prior to the date hereof, the copy of the said RERA Certificate along with all the documents pertaining to the project and project Land and such documents have been examined in detail by its advocates, planning as well as architectural consultants. It has also examined all documents and information submitted by the Vendor to the Haryana Real Estate Regulatory Authority, Gurugram as required by the Act and the Rules framed thereunder and has understood the documents and information in all respects.
8. The Vendee has shown interest in the Project and applied for allotment of a Commercial Unit vide application No. _____ dated _____.
9. Pursuant to the said application, a Commercial Shop bearing No. _____, on Floor _____ having a tentative Carpet Area of _____ Sq. Mtrs. (_____ Sq. Ft.) together with the right to use exclusive parking (if applicable) and the pro rata share in the Common Areas-details of which are more specifically provided in Schedule II (hereinafter referred as "Unit") was allotted to the Vendee vide allotment letter dated _____ and on other terms and conditions appearing in the duly executed agreement including the payment plan opted by the Vendee.
10. Upon completion of the Project, the occupation certificate has been obtained from 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 Harsaru, District Gurugram, Haryana.



11. That Vendor has raised final demand upon the Vendee after the receipt of occupation certificate and offered the possession of the Unit for Commercial Usage subject to payment of total sale consideration in terms of the agreement.
12. The Vendee, prior to payment of the balance sale consideration, has inspected and examined the said Unit intended for Commercial Usage, including the relevant documents pertaining thereto, and has satisfied itself with the workmanship and quality of construction thereof, as well as the Carpet Area of the said Unit. Having fully satisfied itself in all respects, the Vendee has paid the balance sale consideration and has paid an aggregate amount of Rs. _____/- (Rupees _____ only) towards the total consideration for the said Unit (the **"Total Consideration"**).
13. The Vendee further confirms that it has inspected and verified the description, location and physical condition of the said Project and the said Unit, including the size, dimensions, layout and other physical characteristics thereof, including, inter alia, the bath fittings, sanitary fittings, electrical fittings, switches and other fixtures and fittings, as applicable. The Vendee further confirms that it has examined and understood the nature and scope of the services to be provided by the Vendors and the facilities and amenities to be made available to the Vendee in respect of the said Unit, all in accordance with and subject to the terms and conditions of the Agreement.
14. The Vendee hereby acknowledges and confirms that the final Carpet area of the unit is _____ sq. mtrs. (_____ Sq. Ft.)
15. Thereafter the Vendor has scheduled to handover the actual physical possession of the Unit to the Vendee as per the specifications & amenities mentioned in the agreement and Vendee also confirms the taking over the actual physical possession at the time of execution of the present deed pursuant to the offer of possession letter.
16. The Vendee has now desired to get this Deed registered in its favour after fully satisfying themselves as to the constructions, designs and specifications which have been made in accordance with the sanctioned drawings with such modifications as were necessary, as have been agreed to between the Vendor and the Vendee in terms of the agreement.
17. 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 User Charges Agreement & Occupants' Manual executed by the Vendee (**"User Charges Agreement & Occupant Manual"**) 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 (if any) and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed.



18. The Vendee has solely relied on his/her own judgment and investigation in this regard before deciding and/or agreeing to execute this 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 Deed with respect to the description, workmanship, specification of the unit, quality of the construction, infrastructure availability etc as this Deed not only being self-contained and complete in itself in these respects but Vendee also has examined, verified and confirmed these aspects.

NOW THEREFORE, in furtherance to receipt of the total sale consideration, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of said Unit and exclusive right to only use and occupy the designated Parking Space against the said Unit, absolutely and forever, in favour 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 sale consideration already paid by the Vendee to the Vendor, the receipt whereof the Vendor do and acknowledge, the Vendor do hereby transfer, convey, assure and assign unto the Vendee on ownership basis said unit free from all encumbrances and exclusive right to only use and occupy the designated Parking Space (if any) against the unit, absolutely and forever with proportionate, undivided, impartible right to only use the common areas. The Vendor alone shall have the absolute and the sole right to use the terraces of the 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 Vendor has also allotted along with the Unit for commercial usage, right for one Four-wheeler parking space to be held and used exclusively by the Vendee as an integral and inseparable part of the said Unit. The parking space shall not be treated as any independent property, nor shall it be alienated independently of the said Unit. The Vendee agrees that above four-wheeler stilt parking spaces allotted shall form part of Unit as per the deed of declaration filed under Apartment Ownership Act and further amendments thereto.
- (c) That the Project shall always be known as "M9 Square" situated in revenue estate of village Bans Haria Sector M-9 of Gurugram Haryana and the said name shall never be changed by Vendee and/or jointly by owners or the registered association of allottee/owners.

- 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 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) The Vendee shall ensure that fire safety equipment shall be kept functional and subsistent always within the said Unit and in all Common Areas, as a part of the Association.
- (d) 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 Project and rights of usage only as specified below:
- (i) The Vendee shall have ownership of the said Unit for Commercial Usage.
- (ii) The Vendee shall have undivided interest in the Common Areas within the Project.
- (iii) The Vendee shall use the Common Areas within the said Project in which the said Unit is situated, harmoniously along with other allottees, occupants, users, staff of operating 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) That The Vendor has made it clear to the Vendee and the Vendee acknowledge that the Vendee shall have no title and absolute interest in the Four-wheeler parking space

and other spaces on the surface of the said Project which have not been allotted/sold to Vendee and reserved by the Vendor which shall be dealt with by the Vendor at its own discretion as it shall remain the absolute property of the Vendor till it is sold or conveyed in any manner. The Vendee shall not raise any claim against such unreserved Four-wheeler parking 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 the 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 subsequent amendments thereto.

4. That vacant and physical possession of the said Unit has scheduled to be handed over by the Vendor to the Vendee herein at the time of execution of the present deed pursuant to the possession letter, 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, sanitary fittings, water and sewerage connection etc. provided, as shown 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.

5(a) That the Vendee agrees that in case further construction on any portion of the said Land or said Project or on the terrace 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 Project 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 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, Vendor can raise construction over it at a later date and Vendee will have no objection to the same even after the Project has been irrespective of the fact that possession has been handed over. Vendee gives unconditional consent to the Vendor to utilize additional FAR and population density as granted after adopting due process of law and Vendee shall have no objection or claim for any compensation for the same subject to the condition that construction happens as per norms and approved designs and drawings.

- 6(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 Unit r which may tend to cause damage to any flooring, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use in the Common Areas.
- (a) 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 on 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 service provider agency or Association (as the case may be). Further, circulating/displaying letters on the notice board or otherwise shall be done with prior approval of Association and after giving proper representation to the Association.
- (b) That the Vendee shall not keep any hazardous, explosive, inflammable chemicals/ material etc. which may cause damage to 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 service provider 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 or service provider 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 within 5 (five) years from the date of possession, the Vendor or

service provider 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.

- 9(a) The Vendee agrees that in compliance of the DTCP instructions, the Vendor shall provide maintenance of the project, for a period of 5 (five) years from the date of grant of occupation certificate i.e. (such period referred to as "**Vendor Maintenance Period**"). The Vendor shall have the right to provide maintenance services for the Project either directly or indirectly through an agency. Upon expiry of the Vendor Maintenance Period, the Project shall be handed over 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 Project. After the expiry of Vendor Maintenance Period, the Vendee agrees and undertakes to pay the maintenance fee, from time to time, on such terms and conditions as may be agreed between the Association and maintenance agency.
- (b) That as per the terms stipulated in the Deed and the Occupants' Manual, the Vendor or the service provider agency (as the case may be), shall look after the maintenance and upkeep of the Common Areas and shall enter into related agreements for the purposes of supply of electricity, common facilities, and any other agreements as amended from time to time by the Association or service provider agency (as the case may be).
- (c) That the Vendee agrees and confirms that it shall abide by the terms of the user charges agreement and Occupant's Manual and shall be bound by the same at all times. The Vendee shall further be solely responsible to maintain always 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 the Project is not in any way damaged or jeopardized. The Vendee shall not store any hazardous or combustible goods in the said Unit or place any material including flowerpots 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 Unit other allottees of adjacent apartment.
- (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 service provider 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 units, 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 Act 2016 promptly on being called upon.
- (h) Subject to the provision of the Real Estate Act 2016 read with the applicable Rules framed thereunder, 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 façade and the Vendee agrees not to raise objection or make any claim on this account.
- (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. 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.

11. If the Vendee has to make any payment, in common with other allottee(s)/occupant(s) in the Project, the same shall be the proportion which the Carpet Area of the Unit bears to the total Carpet Area of all the Units in building/ Project as the case may be.
12. (a) That the Vendee shall be entitled to get the Units 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 said unit to a third party then the transferee shall be bound by the terms and conditions of this Deed.

(b) 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 additional time beyond the said 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.



13. 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.
14. 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 confirm to applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with the terms and conditions mentioned therein.
15. (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;
16. That all costs of stamp duty, registration fee and other miscellaneous and incidental expenses on the execution and registration of this 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.
17. 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 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:

1.



(VENDOR)

2.

(VENDEE)

SCHEDULE-I

(COMMON AREAS)

SCHEDULE -II

(DESCRIPTION OF THE PREMISES UNDER SALE)

The Commercial Unit No. _____ on Floor _____ admeasuring approx. _____ sq. mtrs. (..... Sq. Ft.) Carpet Area _____ situated in "M9 Square" situated in revenue estate of village Bans Haria, Sector M-9 of Manesar, Gurugram Haryana.

