



# Indian-Non Judicial Stamp Haryana Government



Date : 07/06/2019

Certificate No. G0G2019F2436



GRN No. 48016127



Stamp Duty Paid : ₹ 264300

Penalty ₹ 0

(Rs. Zero only)

## Seller / First Party Detail

Name: Ild Millennium Pvt Ltd  
H.No/Floor : 9 Sector/Ward : 47 LandMark : Ild trade center  
City/Village : Gurgaon District : Gurgaon State : Haryana  
Phone : 0

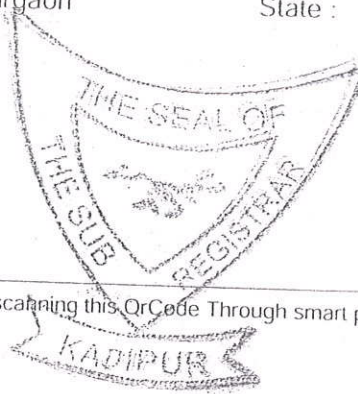


## Buyer / Second Party Detail

Name : Savita Kumari Saini  
H.No/Floor : 849 Sector/Ward : 17a LandMark : Na  
City/Village : Gurgaon District : Gurgaon State : Haryana  
Phone : 0

3526

Purpose : Conveyance Deed



The authenticity of this document can be verified by scanning this OrCode Through smart phone or on the website <https://egrashry.nic.in>

## CONVEYANCE DEED

- |                               |   |  |
|-------------------------------|---|--|
| 1. Nature of Document         | : | Conveyance Deed  |
| 2. Property                   | : | T-4/802  |
| 3. Type of Property           | : | Residential Apartment  |
| 4. Village/City Name/District | : | Village-Basai. 37C, Gurugram   |
| 5. Super Area                 | : | 1400 Sq. Feets, (130.0643 Square Meters)                               |
| 6. Unit No. /Project          | : | 802, "ILD Greens", Sector - 37C,<br>Tehsil & Distt. Gurugram, Haryana. |
| 7. Total consideration paid   | : | Rs. 44,03,000/-  |
| 8. Stamp Duty paid            | : | Rs. 2,64,300/-   |
| 9. Stamp No./Date             | : | G0G2019F2436/07-06-2019  |
| 10. Stamp issued by           | : | Government of Haryana  |

THIS CONVEYANCE DEED ("Deed") is made and executed at Gurugram, Haryana on  
this \_\_\_<sup>th</sup> day of June, 2019

*(Signature)* *(Signature)*

*(Signature)*

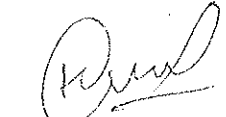


प्रलेख नं:3526

दिनांक:21-06-2019

डीड संबंधी विवरण	
डीड का नाम CONVEYANCE WITH IN MC AREA	
तहसील/सब-तहसील कादीपुर	गांव/शहर सेक्टर
स्थित Sector 33,34,35,36,37,37A	
भवन का विवरण	
भूमि का विवरण	
निवासीय	1400 Sq. Feet
धन संबंधी विवरण	
राशि 4403000 रुपये	कुल स्टाम्प ड्यूटी की राशि 264180 रुपये
स्टाम्प नं : GOG2019F2436	स्टाम्प की राशि 264300 रुपये
रजिस्ट्रेशन फीस की राशि 25000 रुपये	EChallan:48569026
	पेरिंटिंग शुल्क 3 रुपये
Drafted By: SHIV KUMAR ADV	Service Charge:200

यह प्रलेख आज दिनांक 21-06-2019 दिन शुक्रवार समय 10:24:00 AM बजे श्री/श्रीमती/कुमारी ILD MILLENIUM PVT LTD/श्री KRISHAN KANTOOTHIER निवासर B 418 NEW FRIENDS COLONY ND द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



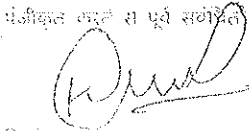
हरतमकर प्रस्तुतकर्ता  
ILD MILLENIUM PVT LTD

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

प्रलेख से वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दरस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख से वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दरस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।



दिनांक 21-06-2019  
ILD MILLENIUM PVT LTD

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

उपरोक्त वेदना श्री/श्रीमती/कुमारी SAVITA KUMARI SAINI पत्नी DEEPAK MOHANTY DEEPAK MOHANTY पुत्र BHABAGRAHI MOHANTY द्वारा है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि दिवंगतों से अदा की गयी तथा प्रलेख से वर्णित अंतिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी DEEPAK पति --- निवासी ADV GGM व श्री/श्रीमती/कुमारी SHIV KR पति --- निवासी ADV GGM ने की। सारी पक्षों ने इस एग्रीमेंट/अधिसूचना के रूप में जानते हैं तथा यह साक्षी नं:2 की पहचान करता है।

दिनांक 21-06-2019

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

BY AND BETWEEN

ILD Millennium Pvt. Ltd, PAN no. AAKCS7170C, a company registered under the Companies Act, 1956 having its registered office at B-418, New Friends Colony New Delhi-110025, through its duly Authorized Signatory, **Mr. Krishan Kant** (Aadhar No. 2981 1678 0909) (PAN No. EFDPS1812A) authorized vide Board Resolution dated 16.07.2018 (hereinafter referred to as the "**DEVELOPER**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors and assigns) of the FIRST PART.

AND

M/s Jubilant Malls Private Limited, PAN No. AABCJ6684P, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at B-418, New Friends Colony New Delhi-110025 and Corporate office at ILD Trade Centre, 9<sup>th</sup> Floor, Sector - 47, Sohna Road, Gurugram - 122018, through authorized signatory **Mr. Krishan Kant** (Aadhar No. 2981 1678 0909) (PAN No. EFDPS1812A) authorized vide Board Resolution dated 16.07.2018, (hereinafter referred to as the "**FIRST OWNER**" which expression shall unless repugnant to the subject or context mean and include its successors, assigns, administrators) of the SECOND PART

AND

M/s Goldman Malls Private Limited, PAN No. AACCG5739M, a company incorporated under the provisions of the Companies Act, 1956, having their registered office at B-418, New Friends Colony New Delhi-110025 and its Corporate office at ILD Trade Centre, 9<sup>th</sup> Floor, Sector - 47, Sohna Road, Gurugram - 122018, through its duly authorized signatory **Mr. Krishan Kant** (Aadhar No. 2981 1678 0909) (PAN No. EFDPS1812A) authorized vide Board Resolution dated 16.07.2018 (hereinafter referred to as the "**SECOND OWNER**" which expression shall unless repugnant to the subject or context mean and include its successors, assigns, administrators) of the THIRD PART.

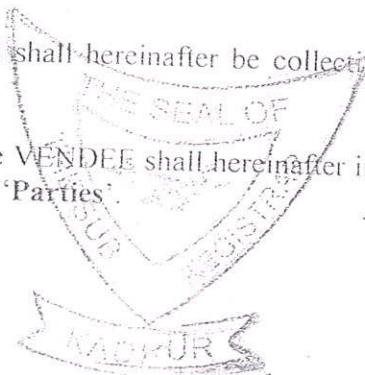
AND

Mrs. Savita Kumari Saini W/o Sh. Deepak Mohanty (Aadhar No. 94363950<sup>9175</sup>) (PAN No. BCSPS5747R) & Mr. Deepak Mohanty S/o Sh. Bhabagrahi Mohanty (Adhar No. 617303327192 PAN No. AKQPM0071M) R/o. H. No. 849, Second Floor, Sector 17A, Gurgaon - 122001. (Hereinafter jointly and severally referred to as the "**VENDEE**", which expression shall, where the context so admits, include, his /her/its/ their respective heirs, legal representatives, successors-in-interest, successors-in-office, permitted assigns, executors and administrators, etc). OF THE FORTH PART;

The FIRST OWNER and the SECOND OWNER shall hereinafter be collectively referred to as the "**OWNERS**".

The DEVELOPER and the OWNERS shall hereinafter be collectively referred to as the "**VENDORS**".

The VENDORS, the OWNERS and the VENDEE shall hereinafter individually be referred to as the '**Party**' and collectively as the '**Parties**'.



Reg. No.

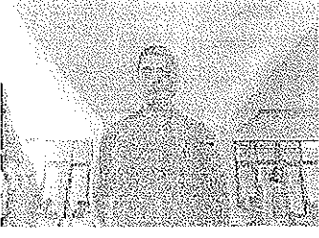
Reg. Year

Book No.

3526

2019-2020

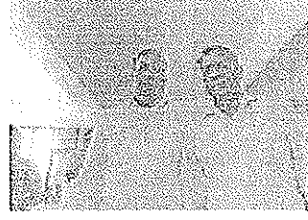
1



विक्रेता



क्रेता



गवाह

उप/संयुक्त पंजीयन अधिकारी

विक्रेता thru KRISHAN KANTOTHER ILD MILLENIUM PVT LTD

क्रेता :- SAVITA KUMARI SAINIDEEPAK MOHANTY

गवाह 1 :- DEEPAK

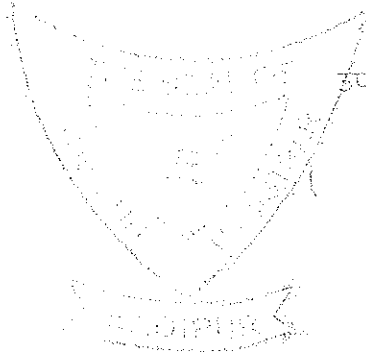
गवाह 2 :- SHIV KR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3526 आज दिनांक 21-06-2019 को बही नं 1 जिल्द नं 207 के पृष्ठ नं 123.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 531 के पृष्ठ संख्या 89 से 93 पर लिपिकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 21-06-2019

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)





It is clarified that the use of any gender, in this Deed or use of singular or plural expressions shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of this Deed and the same shall be read and construed accordingly as the context demands.

WHEREAS the OWNERS are the lawful title holder of freehold land bearing Kahsra No 742/2, 1 Bigha, 3 Biswa, 17 Biswansi, Kahsra No 743, 7 Bigha, 8 Biswa, 0 Biswansi, Kahsra No 745/2, 1 Bigha, 13 Biswa, 13 Biswansi, Kahsra No 469/2 min, 3 Bigha, 6 Biswa, 15 Biswansi, Kahsra No 468/2, 2 Bigha, 8 Biswa, 0 Biswansi, Kahsra No 746 min, 2 Bigha, 7 Biswa, 0 Biswansi, Kahsra No 746 min, 2 Bigha, 8 Biswa, 0 Biswansi, total area admeasuring 15.4829 Acres situated in the revenue estate of Village- Basai, Sector-37C, Gurgaon, Haryana (hereinafter referred to as "the said Land") by virtue of a registered Sale Deed bearing No. 15675 dated 30.10.2007 vide mutation no 5612 dated 06.11.2007, Sale Deed bearing No. 19892 dated 21.12.2006 vide mutation no 5516 dated 26.02.2007, Sale Deed bearing No. 15680 dated 30.10.2007 vide mutation no 5613 dated 06.11.2007, Sale Deed bearing No. 20050 dated 16.12.2008 vide mutation no 5774 dated 02.09.2009, Sale Deed bearing No. 28714 dated 11.03.2008 vide mutation no 5648 dated 31.03.2008, Sale Deed bearing No. 25760 dated 30.03.2009 vide mutation no 5775 dated 02.09.2009, vide partition mutation no 5562 dated 26.04.2007 and Sale Deed bearing No. 21856 dated 18.01.2007 vide mutation no 5518 dated 26.02.2007.

AND WHEREAS the OWNERS being desirous of developing the said Land, entered into an understanding with the DEVELOPER to develop a residential group housing complex on the said Land in accordance with the approvals/permissions/licenses issued by the concerned authorities for change of land use and carrying out residential/commercial development on the said Land. The OWNERS have authorised the DEVELOPER/its nominee to sell and transfer the units/apartments constructed in the residential complex developed by the DEVELOPER on the said Land, along with proportionate car parkings, together with undivided and impartible share in the said Land;

AND WHEREAS the Director, Town & Country Planning Department, Haryana, ("DTCP"), had issued License No.13 of 2008 dated 31.01.2008, (hereinafter referred to as the "License") for development of a Residential Group Housing Complex on the said Land. The said License was granted under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 ("Act") & Haryana Development and Regulation of Urban Areas Rules, 1976 ("Rules") upon the conditions mentioned therein;

AND WHEREAS in the terms of the said License, the DEVELOPER has developed a residential group housing complex in the name of "ILD Greens", together with appurtenant spaces and comprising of residential building blocks/towers/EWS, community center, parking spaces, amenities, other common areas and facilities and landscaping on the said Land, (hereinafter collectively referred to as "ILD Greens"), in accordance with the sanctioned plans and approvals by the DTCP and on the basis of the guidelines issued by the DTCP/Haryana Urban Development Authority ("HUDA");

AND WHEREAS as per the understanding between the Parties, more specifically worded in the definitive agreements executed amongst the Parties hereto, the DEVELOPER is entitled to market, book, sell, to collect money and for that purpose to enter into conveyance deeds







of the units/apartments constructed and comprised in ILD Greens along with indivisible proportionate rights of usage of the common areas and facilities of ILD Greens;

AND WHEREAS the VENDORS have allowed the VENDEE/predecessor in interest of the VENDEE, inspection of the site, buildings, ownership record of the said Land other documents relating to the title, competency & all other relevant details including all the approvals granted by DTCP and other concerned authorities in favour of the VENDORS to the satisfaction of the VENDEE;

AND WHEREAS the VENDORS have informed the VENDEE of the aforesaid facts and the VENDEE after fully satisfying himself with the afore stated facts has applied to the VENDORS for allotment of a residential Apartment (fully described hereunder in SCHEDULE OF PROPERTY) in ILD Greens;

AND WHEREAS the VENDORS have accepted the application of the VENDEE/predecessor in interest of the VENDEE and vide an Allotment Letter dated 20<sup>th</sup> September 2010 and an Apartment Buyer Agreement dated 15<sup>th</sup> December 2010 ("Apartment Buyer Agreement") the VENDOR has allotted to the VENDEE a residential Apartment No. 802 located in Tower No. 04 on Eighth Floor, having a Super Area of 1400 square ft. (130.0643 Square Meters) in ILD Greens as detailed in the SCHEDULE OF PROPERTY herein ("the said Apartment"), along with the undivided and impartible pro-rata share only in the land underneath the said building in which the said Apartment is situated.

AND WHEREAS the VENDORS are competent to sell/transfer and the VENDEE is competent to purchase/buy the said Apartment. The VENDEE has checked, verified and has agreed upon all the terms and conditions of this Conveyance Deed.

AND WHEREAS in terms of the Apartment Buyer Agreement, the VENDEE has paid the entire Sale Consideration (*as defined hereinafter*), and as such the VENDORS have desired to transfer the title of the said Apartment in favour of the VENDEE on the terms and conditions which are as under;

AND WHEREAS the VENDEE has confirmed to the VENDORS that he/she is entering into this Deed with full knowledge of all laws, rules, regulations, notifications as applicable to the said Land in general and ILD Greens project in particular and that the VENDEE has clearly understood his/her rights, obligations, responsibilities, duties under the Deed and rights, obligations and responsibilities towards the VENDORS.

**NOW THEREFORE THIS CONVEYANCE DEED WITNESSETH as under:**

1. That in consideration of a sum of Rs. 44,03,000/- (Rupees Forty Four Lakh Three Thousand Only) ("Sale Consideration") paid by the VENDEE to the DEVELOPER which includes Basic Sale Price (as mentioned in the Apartment Buyer Agreement), preferential location charges, parking and all other charges payable by the VENDEE/the predecessor in interest of VENDEE in terms of the Apartment Buyer Agreement dated 15<sup>th</sup> December 2010 duly executed by the VENDEE, the VENDORS doth hereby sell, convey and transfer the said Apartment measuring 1400 square ft. (130.0643 Sq. meter), Super Area bearing No. 802 in Tower No. 04 on 08<sup>th</sup> floor situated in the residential Group Housing Complex



*[Handwritten signatures and stamps]*



*[Handwritten signature]*





known as "HLD Greens" Village- Basai, Sector-37C, Gurugram, Haryana may described in the SCHEDULE OF PROPERTY written hereunder free from all encumbrances, charges, liens, dispendens, litigations etc. absolutely unto the VENDEE subject to the terms and conditions written hereunder. The definitions of super area, specific area, the tentative percentage of specific area to super area are clearly explained to the VENDEE. The VENDEE confirm that it has read, understood and agrees to this definition and that it has no objection to the same and the VENDEE has assured the VENDORS that after having agreed to the definition of super area given, as the basis for the purchase and payment of price of the said apartment, it shall not raise any dispute or make any claims etc. at a later date in this regard.

2. That, the DEVELOPER hereby confirms and acknowledges the receipt of the afore stated Sale Consideration in respect of the said Apartment and that there is nothing due from the VENDEE towards the Sale Consideration in respect of the said Apartment (save and except the charges towards VAT) and the VENDORS hereby acquit, release and discharge the VENDEE in respect of the Sale Consideration of the said Apartment. That the VENDEE agrees and undertakes to pay to the DEVELOPER, the amount payable towards VAT at the rate determined by the Govt./DEVELOPER as and when the same is demanded by the DEVELOPER. The VENDEE shall execute an undertaking in this regard in favour of the DEVELOPER.
3. That the VENDEE has clearly understood and agreed that for the purposes of calculating the Sale Consideration in respect of the said Apartment, the Super Area of the said Apartment includes internal shafts, balconies, core areas such as entrance lobby, lift lobby, fire and electrical ducts, staircases etc.; circulation area (other than demarked car parking areas), fire staircase, sewage treatment plant, water tank, plant room, control room, DG room, transformers and panel room, other basement area (excluding parking area), machine room, overhead water tanks, electrical rood. The VENDORS, for the purpose of increasing the overall efficiency of the individual Apartment and for the benefit of the VENDEE have excluded areas under Club, Swimming Pool, Guard Room, Roads, Passages, Parks, Car Parking Spaces from the calculation of Super Area of the said Apartment.
4. That it is expressly agreed to and understood by and between the Parties that notwithstanding the fact that a portion of the common areas and facilities has been taken into consideration for the purpose of calculation of the Super Area of the said Apartment and consideration thereof, yet it is only the inside space of the said Apartment that has been agreed to be sold to the VENDEE. The inclusion of the Common Areas in computation of Super Area of the said Apartment does not and would not create any specified or independent right/interest of the VENDEE in respect of any such Common Areas included in the calculation of Super Area except the balconies of the said Apartment and the allotted car parking. However, the VENDEE shall have only the right to ingress, egress and use of the common areas and facilities in the manner and to the extent as would be absolutely essential for the beneficial enjoyment of the said Apartment and upon terms and conditions mentioned herein, without hindering and encroaching upon the lawful rights of the other apartment owners. Notwithstanding anything contrary contained herein, the VENDORS shall retain all rights, title, interest in the shops, school, clubs, Community Building, Gas Bank, unsold covered & uncovered parking areas.

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Economic Weaker Section ("EWS") Units, and other commercial premises etc. being constructed in ILD Greens and shall be entitled to deal with the same in any manner as it may deem fit. The VENDORS in accordance with the statutory requirement shall deal with the EWS areas in ILD Greens for which the VENDEE shall have no objection. It is further made abundantly clear and the VENDEE has understood that he/she shall be entitled to undivided proportionate share in no other common areas and facilities except the common areas and facilities within the said Residential Complex.

5. That the VENDEE has been allotted the one Covered car parking as reserved car parking space/exclusive right to use of the parking space, the cost thereof is included in the Sale Consideration, and the VENDEE has agreed that such reserved car parking space shall be an essential and integral amenity of the said Apartment and the VENDEE undertakes not to sell, transfer or deal with the reserved car parking space in any manner independent of the said Apartment.
6. That the VENDEE shall not convert the reserved car parking space allotted to the VENDEE to be used for any other purpose. The VENDEE shall not park the vehicles in any other place except at the designated/allotted parking by the VENDORS.
7. That the VENDEE also agrees to pay in proportion to the area of the said Apartment all government charges, rates, tax or taxes of all and any kind by whatsoever name called, whether levied now or in future, as the case may be, effective from the date of offer of possession of the said Apartment. In the event of any increase in such charges whether with prospective effect or with retrospective effect as may be applicable shall be payable by the VENDEE (whether before or after the Conveyance Deed has been executed).
8. That VENDEE has paid its pro-rata share of external development charges ("EDC"), infrastructure development charges ("IDC") as a part of Sale Consideration of the said Apartment on the basis of the determination of the said charges as levied by the Government of Haryana at the time of issue of the said License pertaining to the said Land. The VENDEE has further agreed to bear and pay on demand from the VENDORS his pro-rata share of any and all additional EDC/IDC and other charges of such nature as may be hereafter be levied or enhanced by the Government with retrospective effect. The VENDEE has also agreed to pay all statutory charges and/or any enhancement thereof pertaining to the said Land if so imposed by the Government at a future date in whatever name called with prospective or retrospective effect. If such charges are increased (including with retrospective effect) even after the execution of the Conveyance Deed, then such charges shall be treated as unpaid sale price of the said Apartment thereby entitling the VENDORS to have the first charge/lien on the said Apartment for recovery of such charges from the VENDEE.
9. That VENDORS have handed over the vacant, peaceful and physical possession of the said Apartment to the VENDEE prior to execution of this Deed. The VENDEE hereby confirms that he has inspected the said Apartment and found the same in good and satisfactory order. The VENDEE hereby undertakes not to raise any



*[Signature]*

*[Signature]*

*[Signature]*  
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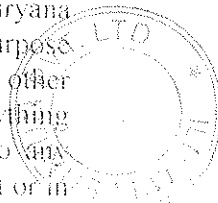
objection, dispute or claim against the VENDORS with regard to any defect in construction, area or the plan of the said Apartment in any manner whatsoever. The VENDEE shall have no right to object or allege in respect of any item or work in the said Apartment that such work or item has not been carried out or completed nor shall the VENDEE have any right to complain against the design, specifications, quality of building materials used or against any other matter whatsoever. However, any structural defect in respect of the said Apartment shall be remedied by the DEVELOPER within a period of one year from the date of offer of possession of the said Apartment. No such claim of the VENDEE shall be entertained by the DEVELOPER upon expiry of one year from the date of offer of possession to the VENDEE. Notwithstanding the above obligation of the DEVELOPER, the VENDEE agrees that the DEVELOPER shall not be liable to rectify such defect within the said time period, if the defect is caused due to the own acts/omissions/handlings of the VENDEE.

10. That the VENDEE shall not change, alter or make additions in or to the said Apartment or ILD Greens or any part thereof. The VENDEE hereby covenants with the VENDOR that he at his own cost, shall keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition. The VENDEE shall ensure that the support, shelter etc. of the ILD Greens or pertaining to the building(s), in which the said Apartment is located, is not in any way damaged or jeopardized. He shall neither himself do, nor permit or suffer anything to be done in any manner to ILD Greens or any part thereof, the staircases, lifts, shafts and other Common Areas and Facilities ILD Greens, which would violate any rules, bye-laws of the Municipal Authorities or any law for the time being in force, or any rule or notification issued by the Local or other Authority and/or cause nuisance to the other residents/owners. The VENDEE shall be responsible for any loss or damage arising out of breach of any of these conditions, the repair cost shall be borne by the VENDEE.
11. The VENDEE hereby undertakes not to carry out any construction work in the vacant area of the said Land. The VENDEE further undertakes to be responsible and liable for any personal/individual action which would be in violation/deviation of the sanctioned plan, layout, building byelaws, guidelines etc. of the competent authority and agrees to indemnify the VENDORS for all losses, damages etc. in this regard.
12. The VENDEE covenants with the VENDORS that he shall not sub-divide the said Apartment and shall use the said Apartment for residential purpose only. He further covenants not to use the said Apartment or permit the same to be used for the purpose other than residential purpose or for the purpose other than the purpose as may be permitted by the Director, Town & Country Planning Department, Haryana from time to time. The VENDEE shall not use the said Apartment for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Apartments in ILD Greens or for any illegal or immoral purposes or suffer anything to be done in or about the said Apartment which tend to cause damage to any flooring or ceiling of any Apartment above, below or adjacent to his Apartment or in any manner, interfere with the use or of space, passage or amenities available for common use. The VENDEE shall not store anything hazardous in nature in the





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apartment that might cause immediate or future threat to the health and safety of the occupiers of the other Apartments in ILD Greens. The VENDEE hereby agrees to indemnify the VENDORS against any penal action, damages or loss, caused due to non-observance by the VENDEE of any of terms and conditions of this Deed. The VENDEE shall incorporate this condition in any/all transfer documents, which he/she may execute for sale or lease or mortgage or any other transaction of similar nature in respect of the said Apartment.

1. That the VENDEE hereby further covenants with the VENDORS that he shall comply with and carry out, from time to time, all the requirements, requisitions, demands and repairs which are required to be complied with in regard to any rules and regulations or directives of the concerned Development Authority/ Municipal Authority/ Government or any other Competent Authority in respect of the building(s) constructed in ILD Greens and the said Land on which the said building(s) is/are standing, at his own cost, and the VENDEE shall keep the VENDORS saved, harmless and indemnified against all costs, consequences and damages etc. that may arise on account of non-compliance with the said requirements, requisitions, demands and repairs etc. after the date of offer of possession of the said Apartment to the VENDEE.
14. That at any time, with respect to the said Land of the project "ILD Greens" in which the said Apartment is located, the VENDORS, shall be submitting ILD Greens to the provisions of the Act and the Rules vide a Deed of Declaration as required under the provisions of the said Act and the Rules (hereinafter referred to as "**the said Deed of Declaration**"). The VENDEE, after understanding the provisions of the said Act and corresponding Rules and comprehending the implications thereof, expressly agrees and assures the VENDORS that the uniformly computed value of the said Apartment and the parking space as may be specified by the VENDORS at their sole discretion in the above said Deed of Declaration, for the limited purpose of implementation and/or application of the provisions of the said Act as well as Rules only shall be conclusive and binding on the VENDEE and shall not vary and/or fluctuate at any point of time in future, due to any reason whatsoever and is absolutely independent of the value of the said Apartment or parking space as specified in this Deed for the purpose of convenience and/or as may be taken hereafter due to any sale transaction, taxation or otherwise.
15. That the VENDEE hereby undertakes to abide by all laws, rules and regulations relating to the said Act, or any other law as applicable to the said Apartment. The VENDEE shall sign, execute and register the requisite Deed of Apartment as contemplated under the provisions of the said Act giving an undertaking that he/she shall abide by the rules and bye-laws of the Association of Apartment Owners in compliance of the said Act and the Rules made there under. However, the VENDEE for the sake of his convenience hereby request the VENDORS to cause the "Deed of Apartment" executed, presented and registered before the concerned Sub-Registrar or any other Competent Authority as the case may be.
16. That the VENDORS shall transfer and convey its right, title and interest in the Apartment, common areas and facilities excluding Gas Bank, unsold covered & uncovered car parking spaces, EWS units, shop, School, Club and Commercial premises in favour of the Association or Society in whatever name called of the



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Apartment Owners as and when be formed for the common interest of all the intending purchasers of Apartments in ILD Greens in accordance with the provisions of the said Act and the Rules framed there under and as and when the same are made applicable to ILD Greens or provisions of any other law that may be applicable to ILD Greens and accordingly sign, execute and file necessary Deed of Declaration before the Competent Authority submitting the Apartments in ILD Greens and its common areas and facilities excluding the EWS units, Club, shops, commercial premises, School, Gas Bank Gas Pipe lines, unsold covered & uncovered car parking (as may be declared and incorporated in the said Deed of Declaration at the sole discretion of the VENDOR) to be governed by the provisions the said Act and the Rules framed there under.

17. The VENDEE has agreed that all the terms and conditions of the "Apartment Buyer Agreement"/allotment letter/Maintenance Agreement, or any verbal or written communication in respect of the transaction contemplated herein, shall be binding upon the VENDEE and further undertake to pay the maintenance charges etc., to the agency nominated by the VENDORS.
18. That the VENDEE agrees to enter into a Maintenance Agreement with a Maintenance Agency or any other Body Corporate, firm, association or society of Apartment owners (hereinafter referred to as the "Maintenance Agency") as may be appointed by the VENDOR from time to time for the maintenance and upkeep of ILD Greens. The VENDEE undertakes to pay on pro-rata basis the maintenance charges raised through maintenance bills as may be raised by the said Maintenance Agency with effect from the date of offer of possession, irrespective of whether the VENDEE is in occupation of the said Apartment or not. In order to secure due payment of maintenance bills and other charges raised by the Maintenance Agency, the VENDEE agrees to deposit and always keep deposited with the Maintenance Agency an Interest Free Maintenance Security Deposit ("IFMSD") calculated at the rate of Rs. 50/-per sq. ft. Super Area of the said Apartment as onetime payment of security deposit at the time of possession of the said Apartment. It is further undertaken by the VENDEE that before asking for any additional facilities or services including but not limited to separate electricity connection, fire fighting equipment installations etc. from the VENDORS/maintenance agency, the maintenance charges and maintenance security deposit shall be paid by the VENDEE to the maintenance agency and electrical installation charges, fire fighting installation or any other charges and the same shall be paid by the VENDEE to the VENDORS separately. In case of failure of the VENDEE to pay any maintenance bill and other charges on or before the due date, the VENDEE shall not be allowed to use the Common Areas and Facilities without prejudice to the right of the VENDORS to adjust the amount in default from the "IFMSD". The VENDEE agrees to authorize the VENDORS to adjust the principal amount of the "IFMSD" against such defaults. If due to such adjustments against the principal amount of the "IFMSD" falls below the agreed sum calculated above, then the VENDEE hereby undertakes to make good the resultant short fall within 15 days of demand by the VENDOR. Further, it is clarified that if the VENDEE fails to make good the shortfall as aforesaid within the said 15 days, then the VENDEE shall not be entitled to use such common areas and facilities and the VENDORS shall have first lien on the said Apartments and the VENDEE shall not be entitled to assign/transfer the said Apartment, without paying/clearing such outstanding IFMSD and/or maintenance



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charges. The maintenance charges and IFMSD shall be enhanced according to and in the proportion of increase in the cost of the diesel and other related things/services. Besides, the maintenance charges shall subject to revision in every years from the date of offer of possession, irrespective of the date of execution of the maintenance agreement between the Maintenance Agency and the VENDEE.

19. In the event, there is any discrepancy in the accuracy of the bill raised by the Maintenance Agency, it is agreed by the VENDEE that it shall intimate the Maintenance Agency within seven days of the receipt of the invoice of such discrepancy. If such intimation is not received by the maintenance agency within such period from the VENDEE it shall be deemed that there is no discrepancy and the VENDEE shall be liable to pay such amount. However, if the VENDEE/Occupant identifies any discrepancy at any later stage after the VENDEE makes the payment of the bill to the Maintenance Agency, the maintenance agency shall adjust such amount in the subsequent bill. However it is clear that the payment of bill shall neither be withhold or delayed for reasons whatsoever, any failure shall be treated as severe breach of terms of this agreement, bill after seven day shall be treated as notice for disconnection and shall attract withdrawal/disconnection of utility services including but not limited to electricity supply. In the event the maintenance and upkeep of the common areas and facilities are handed over by the said VENDORS to any other Agency and/or the Association or society of the Apartment Owners, the VENDOR shall immediately transfer the said IFMSD to such association or society as the case may be.
20. The Maintenance Agency as may be appointed by the VENDORS shall maintain and upkeep the common areas and facilities, spaces, sites etc. of ILD Greens until the same are transferred /assigned to the association or society of Apartment owners.
21. That the VENDEE undertakes to become the member of the Association or Society or Condominium and/or body corporate of the Apartment owners to be formed at the instance of the VENDOR for all Towers constructed in ILD Greens for the common interest of all the Apartment owners in accordance with the provisions of said Act and Rules framed there under.
22. The VENDEE has agreed and acknowledged that access to all telecommunication services such as IPTV, telephone, Voice Intercom, Voice Intercom High Speed Data/ Broadband CCTV, Security Surveillance, Common area Wi-Fi shall be exclusively through already installed Infrastructure in the said project by the VENDOR. The VENDEE agrees and covenants that VENDEE shall not avail the telecommunication services of any other service provider.
23. The VENDEE has agreed and acknowledged that VENDOR has explained and the VENDEE has understood the operating arrangements of the above referred infrastructure and that the same forms an integral part of Common Maintenance services. The VENDEE further agrees that suitable clauses regarding the functions, operation, services covered under NANO, installation charges and monthly maintenance charges forms a part of Maintenance Agreement.
24. 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







and/or 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.

25. That the VENDEE agrees and undertakes that, he shall have no right to object to the VENDORS constructing or continuing with the construction of other building(s) adjoining to or otherwise in the site earmarked for Group Housing Residential Complex named as ILD Greens.

26. That even after transfer/assignment of the VENDOR's right in favour of the Association or Society of Apartment owners as mentioned herein, the VENDORS shall continue to have, as before, the right to make additional structures in the aforesaid manner, and use the additional FAR as and when available/permissible by the Concerned Authority, to the next adjoining phase/ area of the VENDORS. The VENDORS shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures with the existing electric, water, sanitary and drainage sources, but at its own cost. The VENDEE hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim any reduction in price of the said Apartment agreed to be acquired by him and/or to any compensation or damages on the ground of inconvenience or on any other ground, whatsoever.

27. That the VENDEE is fully aware that he is agreeing to purchase the said Apartment in a Multi-Storied Complex known as ILD Greens. He is also aware that the ILD Greens is to be maintained in a proper form and the common areas and facilities are to be maintained for full utility of ILD Greens. Therefore, the VENDEE shall regularly pay the maintenance and service charges to the Maintenance Agency as may be determined by the aforesaid body or Agency who shall look after the maintenance and up-keep of the common areas and facilities until these are handed over to some other Agency and /or the Association or Society of Apartment Owners. The VENDEE shall pay the maintenance charges to the Maintenance Agency as aforesaid, in proportion to the Super Area of the said Apartment with effect from the date of offer of possession. The maintenance charges shall be fixed, before the offer of the possession which may from time to time be revised, by the Maintenance Agency depending upon the maintenance costs and other aspects affecting the maintenance cost. The decision of the VENDORS and/or the Maintenance Agency in this respect on the costs of maintenance will be final and binding on all the occupants including the VENDEE herein. Initially these charges will be fixed by the VENDORS prior to offer of possession of the said Apartment. These charges shall be paid by the VENDEE at monthly intervals or as the Maintenance Agency may decide in this regard from time to time. Provided further that if the VENDEE fails and/or neglects to pay his share of the maintenance for such Common Areas and Common facilities as provided, the VENDEE or anyone else lawfully claiming through or under the VENDEE shall not be entitled to make use of such common facilities and services for the simple reason that regular payment of such maintenance is a condition precedent for making use of such common facilities and services. Similarly, if the VENDEE commits breach of any of the covenants herein, the VENDEE shall have no right for use of common facilities and services until and unless such breach is rectified and the VENDORS or the Maintenance Agency or the body or Association looking after the maintenance of common services and



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facilities are assured by the VENDEE that the breach of covenants would not be repeated by the VENDEE or by any other persons lawfully claiming through or under the VENDEE. In case if the said Apartment has been given on lease or mortgage by the VENDEE or whenever it shall be leased or mortgaged by the VENDEE to any intending lessee or mortgagee, the VENDEE shall give written information to the Maintenance Agency to this effect along with copy of the Agreement to Lease or Mortgage Deed with the intending lessee or mortgagee. It is the liability of the VENDEE to ensure timely payment of maintenance charges and other charges by the intending lessee or mortgagee to the Maintenance Agency or otherwise it shall be liability/responsibility of the VENDEE to clear the pending maintenance dues with retrospective effect.

28. That in order to maintain security in the complex/building of ILD Greens, the VENDORS and the Maintenance Agency shall be free to restrict the entry of anyone into the building of ILD Greens whom it considers undesirable at the outer gate itself. In case of insistence, the security staff of the building of ILD Greens will be at liberty to call upon the VENDEE/lawful tenant/occupant to come to the gate and personally escort the person(s) from the gate to his Apartment and assume the responsibility of escorting them out as well. The security services will be without any liability of any kind upon the VENDORS / Maintenance Agency. The security costs for the same will be part of the Maintenance Charges.
29. That the structure of the buildings of ILD Greens may get insured by the VENDORS or through its nominated Maintenance Agency as referred to above against fire, earthquake and any other natural calamities etc. on behalf of the VENDEE of the said Apartment but the contents of the inside of each Apartment shall be insured by the VENDEE at his own cost. The cost of insuring the building structures of ILD Greens shall be recovered from the VENDEE as part of service charges/Maintenance charges. The VENDEE hereby agrees to pay the same without delay or demur. The VENDEE shall not do or permit to be done any act or thing which may render the insurance of any Apartment in any part of the ILD Greens, void or voidable or cause increased premium to be paid for the same. Any incremental cost because of the act of the VENDEE shall be borne by the VENDEE alone.
30. That the VENDEE agrees and binds himself to pay regularly on demand to the VENDORS or its nominated Maintenance Agency for (a) insurance premium (b) all other rates, taxes, levies, impositions and outgoings that may from time to time be levied against the said land and/or building of ILD Greens including water & electricity charges and (c) outgoing for the maintenance and management of the building of ILD Greens, the lifts, common lights and other outgoings such as collection charges for garbage/sewage, charges for watchmen, sweepers and maintenance of accounts incurred in connection with the property as also levy for replacement of the machinery and equipment installed and used for common use of all Apartment Owners.
31. That the VENDEE agrees to pay on demand taxes of all and any kind whatsoever, whether levied or leviable now or in future, on the said land and/or on building of ILD Greens, as the case may be, effective from the date of allotment of the said Apartment and so long as each Apartment is not separately assessed for such taxes for the said land and/or building of ILD Greens, the same shall be payable and be







paid by the VENDEE in proportion to the Super Area of the said Apartment conveyed to him in terms of this Deed. The VENDORS or any other agency shall make such payment, as the case may be, and the same shall be conclusive, final and binding upon the VENDEE. These taxes, fees, cesses etc. shall be paid by the VENDEE irrespective of the fact whether the maintenance is carried out by the VENDORS or its nominated Maintenance Agency or any other Body or Association of all or some of the VENDEE/Owners.

32. That the VENDEE hereby agrees to avail the membership of the club by paying the membership fees as prescribed by the VENDORS or their nominated agency. However, in order to avail the facilities of the club, the VENDEE shall pay separate subscription fees depending upon the type of facility availed by the VENDEE and as prescribed by the VENDORS or their nominated agency.

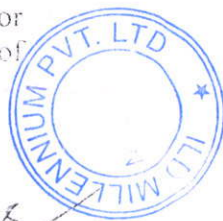
33. That for the management and function of the club, the rules & regulations will be notified by the VENDORS or their nominated agency, and the VENDEE hereby agrees to abide by such rules and regulations. In all eventualities, the ownership of the club, its equipments, buildings, furniture etc. and rights in the land underneath shall continue to vest with the VENDORS. The VENDEE shall have no right in the same. The VENDORS their nominated agency, managing the club, at its discretion, may allow membership to outsiders i.e. outside residents at such costs as it deems fit.

34. That the VENDEE or anyone claiming under him, shall not at any time use or display or caused to be used or displayed the word "ILD Greens" or its logo in any manner including any association or organization of the VENDEE or some of them or in any activity or object of any society or otherwise whatsoever, save and except the name of the building as "ILD Greens" and the naming of the same as decided by the VENDORS.

35. That the VENDEE shall permit the VENDORS/ Maintenance Agency and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof to view and examine the status and condition thereof and make good anything necessary to be attended to within a reasonable time from the date of receipt of written notice from the VENDORS/Maintenance Agency. Any refusal of the VENDEE to give such right shall be deemed to be a violation of this Deed and the VENDORS shall be entitled to take such actions as it may deem fit.

36. That the VENDEE agrees not to put up any name or sign board, neon-light, publicity or advertisement material, hanging of clothes etc., on the external façade of the building of ILD Greens or anywhere on the exterior of the building of ILD Greens or Common Areas.

37. That the VENDEE also agrees not to change the colour scheme of the outer walls or paint of the exterior side of the doors & windows etc. including the common areas of the complex, or carry out any change in the exterior elevation or design.



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A handwritten signature in black ink, appearing to be "Dhili".

A handwritten signature in black ink, appearing to be "Jas", with the number "13" written below it.





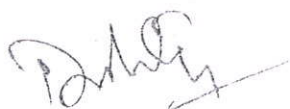
38. That the VENDEE hereby covenants with the VENDORS to pay to the VENDORS from time to time and at all times the amounts which the VENDEE is liable to pay as agreed under this deed and to observe and perform all the covenants and conditions contained in this Deed as well as Apartment Buyer Agreement and Maintenance Agreement. The VENDEE further agrees to keep the VENDORS and their directors, officers, agents and representatives, estate and effects, indemnified and harmless against the said payments, observance, performance of the said covenants and conditions by the VENDEE and also against any loss or damage that the VENDORS may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the VENDEE.
39. That all the terms and conditions of the Apartment Buyer Agreement the VENDEE shall be deemed to have been incorporated in this Deed save and except those of the terms and conditions of the said Agreement which are at variance with the terms and conditions contained in this Deed in that case the same terms and conditions contained herein shall prevail.
40. The VENDEE hereby covenants with the VENDORS to pay from time to time and at all time the amounts which the VENDEE is liable to pay under this Deed and to observe and perform all the covenants and conditions contained in this Deed and Apartment Buyer Agreement and to keep the VENDORS and their agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the VENDORS may suffer as a result of non-payment, non-observance or non-performance of the covenants and terms and conditions stipulated in this deed or Apartment Buyer Agreement. That VENDEE shall indemnify and hold harmless the VENDORS/Maintenance Agency at all times against and in respect of all losses, liabilities, costs and expenses which the VENDORS may suffer or incur or causes to incur or suffer in connection with any gross negligence and willful misconduct leading to breach of any of the representations, warranties, covenants and obligations which the VENDEE has set forth in this Conveyance Deed and Apartment Buyer Agreement for any loss, damages, fine, penalty or expenses that may have to be incurred by the VENDORS due to any violation of municipal bye laws by the VENDEE in relation to ownership, occupation and use of the said Apartment.
41. That in case there are joint VENDEES, all communications shall be sent by the VENDORS to the VENDEE whose name appears first and at the address given by him which shall for all purpose be considered as served on all the VENDEES and no separate communication shall be necessary to the other named VENDEE(S).
42. That failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a WAIVER of any provisions or of the right thereafter to enforce each and every provision of this Conveyance Deed..
43. That if the VENDEE has to pay any commission or brokerage to any person for services rendered by such person to the VENDEE whether in or outside India for acquiring the said Apartment for the VENDEE, the VENDORS shall, in no way whatsoever be responsible therefore and no such commission or brokerage shall





deductible from the amount sale price agreed to be payable to the VENDOR for the said Apartment.

44. The application form, Apartment Buyer Agreement, transfer/nomination document shall be treated as integral part of this Conveyance Deed. In case of any conflict/difference between the clauses of this Conveyance Deed and application form or/and Apartment Buyer Agreement and/or transfer/nomination document, the clauses mentioned in this Conveyance Deed shall prevail. That if any provision of this Deed is inconsistent with the purpose of this Deed, the same shall be deemed to have been amended/deleted to the extent necessary to conform to the applicable law, the remaining provisions of this Deed shall remain valid and enforceable in accordance with the terms contained herein.
45. That all stamp duty and registration fee and other incidental expenses has been borne and paid by the VENDEE. Any deficiency in the stamp as may be determined by the Sub-Registrar/Concerned Authority along with consequent penalties/deficiencies as may be levied in respect of the said Apartment conveyed by this Deed shall be borne by the VENDEE(s) exclusively and the VENDORS accept no responsibility in this regard.
46. In case of any dispute or difference arising between the Parties hereto in any of the matters under this Conveyance Deed or interpretation or implementation of any of the terms and conditions herein, such dispute or difference shall be mutually discussed and settled between the Parties by mutual discussion, failing which the same shall be resolved through arbitration under the Arbitration and Conciliation Act, 1996 and the amendments thereto and adhere to the following:
- i. The arbitration proceedings shall be held in Delhi by a sole arbitrator who shall be appointed by the Vendor and whose decision shall be final and binding upon the Parties. The Vendee hereby confirms that the Vendee shall have no objection to the appointment of the Sole Arbitrator by the Vendor.
  - ii. The language of Arbitration shall be English.
  - iii. The Parties shall pay the cost of arbitration as may be directed by the arbitrator in its award; and
  - iv. The award made by the arbitrator in pursuance thereof shall be final and binding on the Parties.
47. The Parties irrevocably hereby agrees that Courts at Delhi would have exclusive jurisdiction for the purpose of hearing any suit, action or proceeding (except those matters covered by arbitration clause) and for the purpose of enforcement of any judgment /arbitral award arising out of this agreement, against their respective assets.



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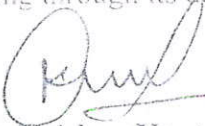


### SCHEDULE OF PROPERTY

ALL THAT the said Apartment measuring 1400 sq feet/130.0643 sq meter, super area bearing No. 802, in Tower No. 04 on 8<sup>th</sup> Floor the property situated at Sector-37C, Village - Basai, Tehsil & District Gurgaon, Haryana along with proportionate, undivided and indivisible right of land underneath the ILD Greens in which the said Apartment is constructed, within the Revenue Estate of Village - Basai, Sector - 37C, Gurgaon in the State of Haryana.

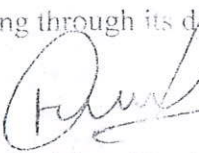
IN WITNESS WHEREOF the Parties hereto have hereunto have set and subscribed their respective hands on this deed on the day, month and year first above mentioned in the presence of the following witnesses:

SIGNED, SEALED AND DELIVERED by the within named DEVELOPER  
M/s. ILD Millennium Pvt. Ltd.,  
acting through its duly authorised person

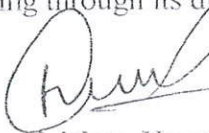
  
Mr. Krishan Kant

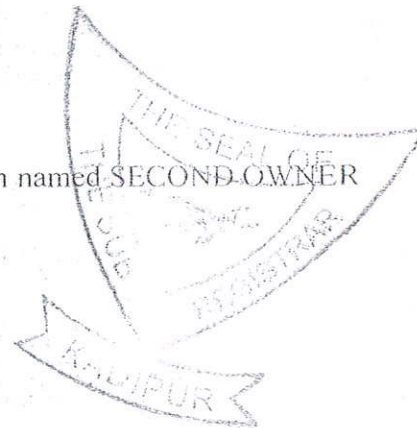
Drafted By  
**SHIV KUMAR SINGH**  
Advocate  
Distt Courts, Gurugram

SIGNED, SEALED AND DELIVERED by the within named FIRST OWNER  
M/s. Jubilant Malls Private Limited.,  
acting through its duly authorised person

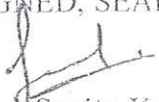
  
Mr. Krishan Kant

SIGNED, SEALED AND DELIVERED by the within named SECOND OWNER  
M/s. Goldman Malls Private Limited  
acting through its duly authorized person

  
Mr. Krishan Kant



SIGNED, SEALED AND DELIVERED by the within named VENDEE

  
Mrs. Savita Kumari Saini

  
Mr. Deepak Mohanty

### WITNESSES:

1.  


Shiv Kumar Singh  
Advocate  
Distt. Court, Gurugram

2.  


DEEPAK KUMAR  
Advocate  
Distt. Court, Gurugram





