

CONVEYANCE DEED

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|----|--|-------------------|
| 1. | Type of Deed | : Conveyance Deed |
| 2. | Village/ City (Name & Code) | : ----- |
| 3. | Segment/ Block (Name & Code) | : ----- |
| 4. | Unit Land (Sq. Yard/ Kanal/ Marla/ Acre) | : ----- |
| 5. | Type of Property | : Commercial |
| 6. | Carpet Area | : ----- |
| 7. | Transaction Value | : ----- |
| 8. | Stamp Duty | : ----- |
| 9. | Certificate No. & Date | : ----- |

THIS DEED OF CONVEYANCE is executed at Gurugram on this_____ day of _____ 2017

By

_____, a company registered under the Companies Act, 1956 and governed under the rules of Companies Act of 2013, having its registered office at _____ and _____ having Corporate office at _____(hereinafter referred to as '**VENDOR**', which expression, unless contrary to or repugnant to the context, shall mean and include its, successors, executors, administrators, permitted assigns, representatives and nominees) through its authorized signatory ----- duly authorized vide Authority Letter dated _____ of the First Part.

In favor of

(hereinafter singly/ jointly, as the case may be, referred to as the '**VENDEE**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/ her/ their legal heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **OTHER PART**.

WHEREAS the Vendor its associates and associate companies are the owners and in possession of land admeasuring _____ in villages _____, now falling under Sector_____ as per _____, in District _____, Haryana (herein after referred to as the "**said Land**") and had inter se entered into arrangements/collaborations to develop a commercial complex on the said Land, by which the Vendor was entitled to carry out development on the said Land, also entitled to sell the same, receive the sale consideration and issue valid receipts thereof.

AND WHEREAS the Vendor is in the process of developing a Commercial Complex by the name of '_____' (hereinafter referred to as the 'said

Complex/ Commercial Complex') on the said Land pursuant to License No. of _____ dated _____ for the said purpose.

AND WHEREAS under the aforesaid licenses, the Vendor got building plans of a commercial complex approved from the Director General, Town & Country Planning, Haryana, Chandigarh and the plans were approved vide Memo nos. ----- dated ----- and in pursuance thereto has constructed a commercial building called ----- (hereinafter referred to as the '**SAID BUILDING**') in Sector ---, Gurugram.

AND WHEREAS the Vendee had entered into an Agreement For Sale dated ----- (hereinafter referred to as the said "**AGREEMENT**") whereby the Vendee had agreed to purchase and the Vendor had agreed to sell one commercial space no. -- -- having carpet area (carpet area is as defined in the said Agreement) of ----- sq. meters/ **sq. feet**) located on the ----- of the said Tower/ Building (hereinafter referred to as the said "**COMMERCIAL SPACE**") along with right to park **One** car(s) in Car Parking Space(s) No(s) ----- located in surface of the said Building/ Building in the said Complex/ Commercial Complex (hereinafter referred to as the said '**CAR PARKING SPACE**')

AND WHEREAS the Vendor is legally competent to sell the said Commercial Space to any individual, company and / or firm.

AND WHEREAS the Vendee has inspected the said constructed Commercial Space and is fully satisfied that the said Commercial Space has been constructed and facilities including fixtures and fittings provided therein are in accordance with the agreed design, drawings and specifications. The Vendee further records his complete satisfaction with regard to ownership record of the land underneath the said Building and the right, title and interest of the Vendor and its competency to execute this Conveyance Deed.

AND WHEREAS the Vendee has confirmed to the Vendor that he is purchasing the said Commercial Space with full knowledge of all laws, rules, regulations, notifications etc. applicable to the said Complex/Commercial Complex in general and the said Building and the said Commercial Space in particular and the terms and conditions contained in this Conveyance Deed, the said Agreement and the Maintenance Agreement and that he has clearly understood all his rights, duties, responsibilities, obligations there under.

AND WHEREAS the Vendor, relying on the confirmations, representations and assurances of the Vendee to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed, the said Agreement and the Maintenance Agreement has sold the said Commercial Space to the Vendee on the terms and conditions appearing hereinafter and in the said Agreements.

AND WHEREAS in furtherance to the above, the Vendor is executing this Conveyance Deed in favor of the Vendee.

NOW, THEREFORE, THIS INDENTURE OF CONVEYANCE WITNESSETH AS FOLLOWS:

1. In pursuance of the said Agreement dated ----- and in consideration of a total sum of ----- (Rupees ----- **Only**) already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits and nothing remains due, the Vendor doth hereby grants, conveys, transfers, assures and assigns unto the Vendee the said Commercial Space in the said Building as described in Schedule hereto (Floor plan drawing of the said Commercial Space is annexed herewith) along with its proportionate, undivided & indivisible rights, titles, interests in land underneath the said Building calculated in the ratio in which the super area of the said Commercial Space bears to all the commercial units in the said Building along with all rights of easements enjoyed or reputed to be enjoyed along with right to park car(s) in the allocated Car Parking Space subject to the exceptions, reservations, conditions and covenants contained herein, as per applicable laws and in the said Agreement and/ or the Maintenance Agreement.
2. That the Vendor has represented and assured the Vendee that the said Commercial Space is free from all encumbrances and in specific the Vendor has not mortgaged the same through any registered/ unregistered deed and that the same is not under any prior agreement to sell, HUF, lien or charge of any nature nor any prior Conveyance Deed has been executed by the Vendor in respect thereof. That the Vendor has already handed over actual, physical, peaceful and vacant possession of the said Commercial Space to the Vendee for all purposes and forever, satisfactory taking over of which is hereby acknowledged by the Vendee.
3. The Vendee has physically inspected and verified the said Commercial Space and has fully satisfied himself/herself about all items of work, quality of workmanship, materials, specifications, fittings & fixtures used and or provided therein and all other services rendered or to be rendered and shall not have any objection or will not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged not to have been carried out or completed or for any other reason whatsoever, including any delay in handing over possession of the said Commercial Space and such claim or objection, if any, is waived by the Vendee herein.
4. That the consideration for the said Commercial Space has been calculated on the basis of its carpet area (as defined in the said Agreement). The Vendee will be entitled to the ownership rights of the area of the said Commercial Space and undivided proportionate share in the common areas and facilities within the said Building and undivided proportionate share in the land underneath the said Building block (i.e. its foot print) where the said Commercial Space is situated. As the share of Vendee in the common areas and facilities within the said Building is undivided and cannot be separated, he/she will be entitled to use the same harmoniously along with other owners, occupants, maintenance staff etc., without

causing any inconvenience or hindrance to them, subject, to timely payment of maintenance charges by the Vendee. Vendee shall not be entitled to any undivided proportionate share whatsoever in other common areas and facilities within said Commercial Complex except the common areas and facilities within the said Building. The undivided proportionate share of the said Commercial Space in the land underneath the said Building is in the ratio of its super area to the total super area of all the commercial units within the said Building block where the said Commercial Space is situated. No other land, area, facility and amenity is/ are forming part of this Conveyance Deed, and the Vendee will have no right, no title, no interest of any kind whatsoever on any other land(s)/ area(s) except to the extent of using only such general commonly used areas and facilities within the said Commercial Complex as may be decided by the Vendor from time to time, subject, to the timely payment of maintenance charges and other dues by the Vendee. Ownership of all such areas, facilities and amenities, buildings etc., vests solely with the Vendor and their usage and manner/ method of use/ disposal etc. will be at the sole discretion of the Vendor. The Vendee has given irrevocable undertaking that he/she shall not claim any right, title or interest in these lands, areas, facilities and amenities and further that he shall not interfere in the manner of booking, allotment, sale and or operation of the same.

5. The price of the said Commercial Space is inclusive of the cost of providing electric wiring and switches and the Vendee will have to install electric fittings, fixtures, geysers, other electrical appliances, electricity and water meters etc. at his/her own cost.
6. That the said Car Parking Space(s) is/ are for the exclusive use of the Vendee together with the said Commercial Space and the same does not have any independent existence of or detached from the said Commercial Space. The Vendee will not have any right to enclose the said Car Parking Space(s) or to sell/ transfer/ deal with the same independent of the said Commercial Space. The Vendee will park his car(s) only in the said parking space(s) and nowhere else in the said colony.
7. That the Vendee will pay directly or if paid by the Vendor then reimburse to the Vendor on demand, Govt. rates, charges, house tax/ property tax, fire fighting tax, wealth tax and taxes & cesses of all and any kind by whatever name called, whether levied or livable now or in future or applicable retrospectively by any statutory body or authority on the said Commercial Space/ said Commercial Complex as the case may be, as assessable/ applicable from the date of the said Agreement by the Vendee, and the same will be borne and paid by the Vendee in proportion to the super area of the said Commercial Space to the super area of all the commercial/ units in the said Building, as determined by the Vendor, irrespective of the fact whether the maintenance is carried out by the Vendor or its nominee or any other Body or Association of all or some of the unit owners.
8. That in order to provide necessary maintenance service to the said Building/ Project/Commercial Complex, the Vendor will be entitled and empowered to maintain the same itself or to hand over its maintenance to any other

Maintenance Company/ Agency / other Body or Association. The Vendee has agreed to sign and execute a Maintenance Agreement with the Vendor and the Maintenance Company/ Agency and the Vendee undertakes to abide by the terms and conditions of the said Maintenance Agreement from time to time, including to pay monthly maintenance charges and to keep Maintenance Security Deposit (MSD) with the Maintenance Company/ Agency in order to secure the Maintenance Company/ Agency of due performance by the Vendee of his financial and other commitments under the said Maintenance Agreement. The Vendor may change, modify, amend, impose additional conditions in the Maintenance Agreement from time to time as may be required and as it may deem fit and proper, through a circular, instructions and/or by addendum. The Vendee will not be entitled to claim any compensation or to withhold payment of maintenance and other charges on the ground that infrastructure required for the Building/Project/Commercial Complex is not yet complete. The Vendee will pay from time to time and at all times the amounts which the Vendee is liable to pay under the said Maintenance Agreement and to observe and to perform all the covenants and conditions contained therein and to keep the Vendor and its nominee or agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Vendor may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated therein.

9. That as and when any Plant and Machinery within the said Commercial Complex as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire-fighting equipment, any other plant/ equipment of capital nature etc. employed for common use, may require replacement, up-gradation, additions etc. the cost thereof will be contributed by all the commercial space owners in the said Building on pro-rata basis. The Vendor or its nominated Maintenance Company/ Agency will have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Vendee has agreed to abide by the same.

10. The basement(s) and service areas (if any) as may be located within the said Commercial Complex will be earmarked by the Vendor to house services including but not limited to electric sub-stations, transformers, DG sets, water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. The Vendor may also, in its absolute discretion, earmark areas in the basement(s) for reserved/ dedicated car parking for the staff of the Maintenance Company/Agency, its own staff or for individual allottee's/ vendees. The Vendee will not use the basement and service areas in any manner whatsoever and the same have been reserved for use by the Vendor and the Maintenance Company/ Agency and its employees for rendering maintenance services. The terms of this conveyance deed do not envisage any sale or ownership rights to the Vendee of the equipment and common utilities installed or placed in common areas. The right to use the common area, common amenities, facilities and services in the said Commercial Complex accrue to the Vendee provided its contractors, permittee's, invitees, licensees, employees, tenants and agents exercise such right in accordance with the terms of this conveyance deed and the Maintenance Agreement and payment of all charges and dues to the

Vendor/ its nominated Maintenance Company/Agency/ Body. The Vendee will keep the Vendor indemnified and harmless against any breach/ violation of the terms hereof.

11. The Vendee shall not use the said Commercial Space for any purpose other than commercial use or in a manner that may cause nuisance or annoyance to occupants of other commercial space/ units in the said Building/ Project/ Commercial Complex or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said Commercial Space/ said Building which tends to cause damage to any flooring or ceiling or services of any commercial space over/ below/ adjacent to the said Commercial Space or anywhere in said Commercial Complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Vendee shall also strictly follow the instructions as may be issued by the Maintenance Company/ Agency from time to time. The Vendee has agreed to indemnify the Vendor against any penal action, damages or loss due to misuse for which the Vendee will be solely responsible.

12. The Vendor will have the right, without any consent of any vendee/ allottee in the said Commercial Complex, to make alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold commercial spaces/ areas within the said Building and the Vendee will not raise any objections or make any claims on this account and any such additional apartments/ areas/ buildings/ commercial complex constructions will be the sole property of the Vendor which it may dispose off in any manner it may deem fit. The Vendor will also have the right to give on lease or hire any part of the top roof/ terraces above the top floor of any of the buildings in the said complex for installation and operation of antennae, satellite dishes, communication towers, other communication equipment or to use/ hire/ lease the same for advertisement or any other purposes, including for construction of further additional floors/ apartments as allowed by the authority and the Vendee will not object to the same and make any claims on this account. Roof/ Terrace portion of the said Building is not considered as a common area and Vendee will have no right over the said area which will be utilized by the Vendor as best considered by it. Likewise, the staircases are meant for ingress/ egress from/ to the said Building. The Vendee will have no claim, right, title or interest of any nature whatsoever over, except for the right to use along with the other occupants of the said Building as per the stipulations of this deed of sale, or in respect of all or any open spaces, lobbies, stair-cases, lifts, basements, parapets, external facia/ façade, other common and/ or usable areas etc. which will remain the property of the Vendor. The Vendor in its sole discretion will be entitled to lease/ sell or allow exclusive use of any such area/ portion to any person or entity, without causing any dilution \ hindrance in the intended use of these facilities by the occupants of the said Building.

13. The Vendee will be solely responsible to maintain the said Commercial Space at his own cost, in good repair and condition and will not do or suffer to be done anything in or to the said Building, or the said Commercial Space

or the staircases, lifts, common passages, corridors, circulation areas, parks or the compound which may cause damage to the same or be in violation of any laws or rules of any Authority or change or alter or make additions to the said Commercial Space and will keep the said Commercial Space, 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 and ensure that the support, shelter etc. of the said Building is not in any way damaged or jeopardized. The Vendee will not put any sign-board/ name-plate, neon-light, publicity material or advertisement material etc. on the face/ facade of the said Building or anywhere on the exterior of the said Commercial Space or common areas. The Vendee will install his air conditioners/ coolers etc. at places earmarked or approved by the Vendor/ Maintenance Company/ Agency and nowhere else and the Vendee will ensure that there is no water leakage from them. That the Vendee will not be entitled to install its personal/ individual generators for providing power back up to the said Commercial Space. The Vendee will also not change the color scheme of the outer walls or painting of the exterior side of doors and windows of the said Commercial Space or carry out any change in the exterior elevation or design or make any structural additions or alterations in the said Commercial Space. The Non-observance of the provisions of this clause will entitle the Vendor/ maintenance company to enter the said Commercial Space, if necessary and remove all non-conforming fittings, fixtures and objects at the cost and expense of the Vendee.

14. The Vendee has confirmed to and assured the Vendor that he has read and understood the Haryana Apartment Ownership Act, 1983 and its implications thereof in relation to the various provisions of this Conveyance Deed and other agreements executed by him with the Vendor and that he will comply, as and when applicable and from time to time with its provisions or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter. The common areas and facilities and the undivided interest of each commercial space owner in the common areas and facilities as may be specified by the Vendor in the declaration to be filed by the Vendor in compliance of the said Act will be conclusive and binding upon the Vendee. The Vendee will join any association/ society of unit owners as may be formed by the Vendor on behalf of unit owners and will pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Vendor for this purpose.

15. The provisions contained in this Conveyance Deed, the Maintenance Agreement and other agreements/ annexure are specific and applicable to the said Commercial Space only and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commissions, Consumer Disputes Forum(s) or any other judicial forum involving any other apartment(s)/ building(s)/ projects(s) of the Vendor/ its associates / subsidiaries, partnership firms etc. All the provisions contained herein and the obligation arising hereunder in respect of the said Commercial Space/ said Building will equally be applicable to and enforceable against any and all occupiers, tenants, licensee's and/ or subsequent purchasers/

assignees of the said Commercial Space as the said obligations go along with the said Commercial Space for all intents and purposes.

16. The Vendee, if resident outside India, will solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc.
17. The Agreement for Sale and the Maintenance Agreement along with their Annexure's constitute the part and parcel of this Conveyance Deed and shall be read in conjunction with each other. However, in case of inconsistency, the provisions contained in this Conveyance Deed shall prevail. The Vendee has expressed his complete satisfaction with regard to construction of the said Commercial Space and handing over of its possession to him/ her.
18. The Vendee will ensure that the persons to whom the said Commercial Space or part thereof is let, transferred, assigned or given possession of will execute, acknowledge and deliver to the Vendor/ Maintenance Company/ Agency such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Vendor/ Maintenance Company/ Agency may reasonably request in order to effectuate the provisions of this Conveyance Deed and the Maintenance Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. However, the Vendee/ subsequent vendees will need to obtain no dues certificate from the Vendor & the Maintenance Company/ Agency before effecting such transfer. The Vendee also undertakes to incorporate the terms of this Conveyance Deed in any transfer document, which he may execute, whether pertaining to sale of the said Commercial Space or lease or any other transaction of similar nature.
19. If any provision of this Conveyance Deed will be determined to be void or unenforceable under any applicable law, such provision will be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Indenture and to the extent necessary to conform to applicable law and the remaining provisions of this Indenture will remain valid and enforceable.
20. The Vendor will have the right to join as an affected party in any suit/ complaint filed before any appropriate court by the Vendee if the Vendor's rights under this Indenture are likely to be affected/ prejudiced in any manner by the decision of the court on such suit/ complaint. The Vendee has agreed to keep the Vendor fully informed at all times in this regard.
21. Any reference in this Conveyance Deed to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Indenture

refer to this entire Indenture and not to the particular provision in which the term is used unless the context otherwise requires. Further wherever the words "foot print of the said Building" occurs in this Indenture, it shall refer and mean "the precise land underneath the Building in which the said Commercial Space is located".

22. That the rights and obligations of the parties under or arising out of this Indenture will be constructed and enforced in accordance with the laws of India in general and Gurugram in particular.
23. That the Vendee has borne all the expenses for the execution and registration of this Conveyance Deed including the cost of stamp duty, registration and other incidental/ administrative charges.
24. That the Vendee can get the said Commercial Space mutated in his name in the records of the concerned authorities on the basis of this Conveyance Deed or its certified true copy.

SCHEDULE OF THE PROPERTY:

**IN WITNESS WHEREOF THE VENDOR AND THE VENDEE HERETO HAVE
HEREUNTO SET THEIR HANDS TO THIS DEED OF CONVEYANCE ON THE DAY,
MONTH AND YEAR FIRST HEREINABOVE WRITTEN:**

[VENDOR]

WITNESSES:

1.

[VENDEE]

2.