

CONVEYANCE DEED

1. Type/Nature of Document	: Conveyance Deed
2. Village/City Name & Code	: Maidawas/Sector 66, Gurugram, Haryana
3..Segment/Block Name & Code	:
4. Unit land (Sq. Yds./Kanal)	: Marla/Kanal/Acre etc.
5. Type of Property	:
6. Carpet Area (sq. ft.)	:
7. Super Area (sq. ft.)	:
8. Total Sale Consideration Value	: Rs.
9. Stamp Duty	:
10. Stamp No. & Date	:
11. Execution Date	:
12. Commercial /Residential	: Commercial
13. Stamp Paper Purchased	:
14. Vendor Name	:
15. Vendee Name	:

THIS DEED OF CONVEYANCE is executed at Gurugram, Haryana on this the _____ day of _____, 20____ by M/s Elan City LLP (LLPIN: AAU-2796) a Limited Liability Partnership incorporated under the provisions of The Limited Liability Partnership Act, 2008, having its registered office at 3rd Floor, Golf View Corporate Tower, Golf Course Road, Sector-42, Gurugram-122002, Haryana (PAN-AAIEF6004A) (hereinafter referred to as the “**VENDOR**” which expression shall unless repugnant to the context or meaning thereof mean and shall be deemed to mean and include its successor-in-interest and assigns) on the one hand;

AND

Mrs. _____, W/o Mr. _____, R/o _____ . & Mrs. _____, W/o Mr. _____, R/o _____, hereinafter called the “**VENDEE(S)**” (which expression shall unless repugnant to the context and meaning of this Deed mean and include his/her/their/its successors, legal representatives, legal heirs, administrators, nominee(s) assigns etc.) on the other hand.

WHEREAS

- A. The project land is a part of residential plotted colony admeasuring 107.919 acres (License No.97 of 2010 dated 18/11/2010 & License No.41 of 2011 dated 03/05/2011) falling in Revenue Estate of Village Maidawas, Sector 66 & 65 being developed by Emaar India Limited & its associate companies.

The Promoter/Developer is the absolute owner in vacant and peaceful possession of the following parcels of contiguous lands situated in Sector 66, Gurugram, Haryana:-

Land bearing Rect. No.17 Kila No.4/2/1 min (0-5), 7/2 min (4-10), 13min (2-9), 14/1 min (2-5), 14/2/1 min (2-5) total admeasuring 11 Kanal 14 Marla i.e. 1.4625 Acres in the Revenue Estate of Village – Maidawas, Sector-66, Gurugram. (hereinafter referred to as “Project Land”)

Note: The first and second set of figures within the parentheses denote (Kanals – Marlas).

- B. **AND WHEREAS** Director-General, Town and Country Planning Haryana, Chandigarh ("DGTCP") has granted the license no. 97 of 2010 Dated 18/11/2010 & 41 of 2011 Dated 03/05/2011 ("**License**") to develop a commercial colony comprising of multiple multi-storied buildings/towers in a complex known as "**Elan** _____" (hereinafter referred to as the "**Project**"/"**Complex**") on the Project Land;
- C. **AND WHEREAS** in terms of the aforesaid License and other necessary approvals for the Project, the Complex stands duly constructed at the Project Land and the present Conveyance Deed (hereinafter referred to as "**Deed**") is being executed and registered in accordance with the provisions of the Applicable Laws. The Occupation/Completion Certificate pertaining to the said commercial Project was issued by the DGTCP vide Memo No. _____ dated _____. The Project is situated in Village Maidawas in Sector-66, Gurugram (Haryana) and is bounded as under:-

North	–	OTHERS LAND
South	–	MARBELLA RESIDENTIAL PLOTTED COLONY
West	–	OTHERS LAND
East	–	SERVICE ROAD – 12 METER WIDE

- D. **AND WHEREAS** Mr. _____ S/o _____ has been authorized by the VENDOR vide Authority Letter dated _____ to execute and get registered this Deed on behalf of the VENDOR in respect of the Commercial Unit forming part of the Project titled ELAN _____, situated in Village Maidawas in Sector 66, Gurugram, Haryana;
- E. **AND WHEREAS** the VENDOR is well and sufficiently entitled to the Project Land and the Project constructions raised thereon by the VENDOR and no one besides the VENDOR has any interest, right, title or claim of any kind in the Project Land and the constructions made thereon. The Project Land is free from all types of encumbrances and the VENDOR holds unimpeachable and marketable title and power to convey, transfer, alienate and sell the said Project Land and/or constructions made thereon in whole or in part to any person and at such terms as the VENDOR may deem fit. Accordingly, the present Conveyance Deed has been executed by the VENDOR to transfer and convey absolute title in respect of the Commercial Unit in question in favor of the VENDEE(S);
- F. **AND WHEREAS** VENDOR and VENDEE(S)/predecessor in interest of the VENDEE(S) had entered into an Builder Buyer Agreement/Agreement for Sale dated _____ ("**Agreement**"/"**BBA**") whereby the VENDOR had agreed to sell/allot the Retail unit/ Food court unit / Kiosk / Restaurant / Office space / other commercial space(s) No. _____ admeasuring _____ sq. ft. (Super Area) corresponding to _____ sq. ft. (Carpet Area) (hereinafter referred to as "**Commercial Unit/Unit**") in Tower _____ situated on the _____ Floor in the Project. The terms and conditions of allotment of the said Commercial Unit were incorporated in the aforesaid BBA/Agreement and the Total Sale Consideration agreed between the VENDOR and the VENDEE(S) amounting to Rs. _____ (Rupees _____ Only) has been settled between the Parties in terms of aforesaid Agreement. The entire Total Sale Consideration amount of Rs. _____ (Rupees _____ Only) has been paid by the VENDEE(S) to the VENDOR;

- G. **AND WHEREAS** VENDEE(S) being fully satisfied with the clear and marketable title held by the VENDOR have made the full payment of the Total Sale Consideration for the Commercial Unit which is the subject matter of this Deed to the VENDOR. The VENDEE(S) has also satisfied itself about the calculation of aforesaid quantum of Super Area/Carpet Area in respect of the Commercial Unit and that the construction/finishing of the Commercial Unit has been raised in accordance with the agreed specifications per the BBA and the sanctioned site/layout/zoning plans of the Project. Accordingly, the VENDEE(S) has paid entire Total Sale Consideration in respect thereof to the VENDOR;
- H. **AND WHEREAS** the expression 'VENDEE(S)' shall mean and denote a single VENDEE or more than one VENDEE(S) as hereinbefore mentioned. The use of singular expressions shall also include plural expressions wherever the context of this Deed 'so demands'.

NOW THIS DEED OF CONVEYANCE WITNESSTH AS UNDER:-

1. That in consideration of the Total Sale Consideration of Rs. _____ (**Rupees** _____ **Only**) for the sale of the Commercial Unit paid by the VENDEE(S) and received by the VENDOR the receipt whereof the VENDOR doth hereby admits and acknowledges, the VENDOR doth hereby grant, convey and transfer unto the VENDEE(S) the ownership title of the Commercial Unit Bearing No. _____ admeasuring _____ sq. ft. (Super Area) corresponding to _____ sq. ft. (Carpet Area) in Tower _____ situated on the _____ Floor _____ in the Project named **Elan** _____, in Village Adampur, Sector 50, Gurugram, Haryana along with the undivided and indivisible/impartible proportionate share in the land underneath the said tower/building in which the Commercial Unit is situated together with the right to use all the ways, paths, passages, rights, liberties, privileges and easements appurtenant there to per the Applicable Laws.
2. That the VENDOR is the full-fledged and lawful owner of the Project Land/Complex/said Commercial Unit along with other constructions existing thereupon and is fully competent and entitled to execute and get registered this Conveyance Deed in favor of the VENDEE(S) and to confer a clear and marketable title in respect thereof in favor of the VENDEE(S). The title of the VENDOR is free from all types of encumbrances, acquisition proceedings, charges, taxes, liens, restraint orders, attachment etc. and no litigation or any disputes whatsoever is pending in respect of the said Commercial Unit before any court or authority as at the date of execution of this Deed.
3. That the VENDEE(S) has agreed to additionally pay to the VENDOR on demand, any increase in the Development Charges as defined in the BBA/Agreement including External Development Charges ("**EDC**"), Internal Development Charges ("**IDC**") & Infrastructure Augmentation Charges ("**IAC**") levied, by whatever name called or in whatever form and with all such conditions imposed by the Haryana Government and/or any competent authority and all such increase in the Development Charges shall be entirely and completely borne and paid by the VENDEE(S) in proportion to the Super Area of the Commercial Unit to the total super area of all the Units in the said building/Tower/Complex as may be determined by the VENDOR. If such Development Charges are increased / demanded (including with retrospective effect) after execution of this Conveyance Deed then the VENDEE(S) undertakes to pay all such charges directly to the

Government Agency or the Department concerned or to the VENDOR as may be called for immediately upon demand. In the event of such charges remaining unpaid the VENDEE(S) agrees that the VENDOR shall have the unfettered right to resume the Commercial Unit and the VENDEE(S) shall have no right, title and interest left in the Commercial Unit thereafter. The VENDEE(S) further agrees not to challenge such action of resumption of the Commercial Unit by the VENDOR due to default of non-payment of such enhanced Development Charges on the part of the VENDEE(S).

4. That it is further clarified and agreed by the VENDEE(S) that the VENDOR has calculated the Total Sale Consideration payable for the Commercial Unit on the basis of its Super Area which comprises of the Carpet Area and the pro-rata share of all the Common Areas and Facilities within the said building/tower/Complex as described in the BBA/Agreement. The VENDOR has made it abundantly clear to the VENDEE(S) that the VENDEE(S) shall be entitled to the ownership rights and rights of usage only as per details given below:-
 - i) The VENDEE(S) shall have ownership of the Commercial Unit consisting of the Carpet Area only. The Carpet Area is included in the computation of the Commercial Unit's Super Area which has been clearly defined in the BBA.
 - ii) The VENDEE(S) shall use the Common Areas and Facilities in the said building/tower/Complex by sharing with other vendees, users, maintenance staff etc. without causing any inconvenience or hindrance to them and such areas include the gate/entrance canopy and lobby, atrium, corridors & passages, (both open and covered), common toilets, security / fire control room(s), if provided, lift/escalator lobbies on all floors, lift shafts, all electrical, plumbing and fire shafts on all floors and rooms if any, staircases, munties, refuge areas, lift machine rooms and overhead water tanks, etc. In addition, area provided in the basement to house services including but not limited to, electric substation, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps, compressors and equipment, circulation area, etc., shall be counted towards the Common Areas and Facilities.
 - i. As elucidated in the BBA, notwithstanding the fact that a proportionate portion of the Common Areas and Facilities has been included for the purpose of calculating the Super Area of the Commercial Unit, this has been done on account of the structural design of the building/tower/Complex without which there can be no support to the Commercial Unit. It is reiterated and specified that it is only the Carpet Area of the Commercial Unit as defined in the BBA that has been agreed to be transferred to the VENDEE(S) and inclusion of the proportionate portion of the Common Areas and Facilities in the Commercial Unit's Super Area computation does not create any title, claim, lien, charge or interest therein in favor of VENDEE(S).
 - iii) The VENDEE(S) shall have only undivided and impartible proportionate interest in the Common Areas and Facilities within/outside the said building/tower/Complex.
 - iv) It is specifically made clear to the VENDEE(S) that the right to use such Common Areas and Facilities shall be limited to the areas within such part of the said Project Land as may be included in the Declaration which shall be filed and or amended from time to time by the VENDOR at their sole discretion in terms of the Haryana Apartment Ownership Act, 1983, or statutory modification(s) or re-enactments thereof or under the provisions of any other Applicable Law(s) and the VENDEE(S) hereby agrees that such Declaration shall be binding upon the VENDEE(S). The VENDEE(S) has/have assured the VENDOR to faithfully abide by such Declaration. The Common Areas and Facilities within the said building/tower and the

general commonly used areas and facilities within the said Project shall be available for use by the VENDEE(S) subject to timely payment of maintenance charges and the VENDEE(S) agrees that in the event of failure to pay maintenance charges on or before due date, there shall be no right to use such Common Areas and Facilities. The value of Commercial Unit specified in the Declaration shall be conclusive for determination of voting rights of the VENDEE(S).

5. That the fire-fighting equipment in the common areas within the said building/tower/Complex has been provided per the Fire Fighting Code/ Regulations under National Building Code, 1983 Amendment No.3 of January 1997. Power back up may be provided subject to timely payment of maintenance charges from stand-by generators (not exceeding 5 Watts per sq. ft. of the Carpet Area of the Commercial Unit) and shall be in addition to normal power back up for the Common Areas and Facilities and the common services within the said building/tower. In the event of non-payment of electricity charges by the VENDEE(S) as billed by the VENDOR/Maintenance Agency, the VENDOR /Maintenance Agency shall have the right to disconnect such supply of electricity. If due to any subsequent legislation/government order, directives, guidelines or change / amendments in the Fire Code including the National Building Code or if deemed necessary by the VENDOR or any of their nominees at its sole discretion, additional fire safety measures are undertaken, then the VENDEE(S) undertake(s) to pay within 30 (thirty) days from the date of written demand by the VENDOR, the additional expenditure incurred thereon along with other vendees in the Project in proportion to the Super Area of the Commercial Unit to the total super areas of all the Units in the said building/tower/Complex as determined by the VENDOR.
6. That the actual and physical possession of the Commercial Unit had already been delivered to the VENDEE(S) and the VENDEE(S) hereby confirms obtaining of symbolic possession of the Commercial Unit from the VENDOR. The VENDEE(S) is satisfied regarding the quality and specifications of the construction of the Commercial Unit as also the various installations in the Commercial Unit and building have been provided in accordance with sanctioned drawings and specifications and are in good order and condition. The VENDEE(S) has no complaint or claim in respect of the Carpet Area of the Commercial Unit, material used in constructions as well as quality of constructions and workmanship executed.
7. That the VENDOR has assured the VENDEE(S) that it shall be lawful for the VENDEE(S) for all times to enter into, to occupy and enjoy the Commercial Unit without any let, hindrance, interruption, disturbances, claims or demands from the VENDOR or any person claiming under or through the VENDOR but subject to the express terms, conditions, stipulations and restrictions contained in this Deed as well as the BBA/Agreement executed with the VENDOR and described hereinbefore.
8. That the VENDEE(S) undertake(s) to pay directly or if paid by the VENDOR then reimburse to the VENDOR on demand the Government rates, property taxes, wealth taxes, taxes of all and any kind by whatever name called, including GST, whether levied/leviable now or in future on the Project Land/building/tower/Complex or the Commercial Unit, as the case may be, as assessable / applicable from the date of the application of the VENDEE(S) and the same shall be borne and paid by the VENDEE(S) in proportion to the Super Area of the Commercial Unit to the super areas of all the Units in the said building/tower/Complex as determined by the VENDOR. Further the

VENDEE(S) shall pay house tax, property tax, service tax, fire-fighting tax or any other fee or cess as and when levied by a local body or authority and so long as the Commercial Unit of the VENDEE(S) is not separately assessed to such taxes, fee or cess, the same shall be paid by the VENDEE(S) in proportion to the Super Area of the Commercial Unit to the total super areas of all the Units in the said building/tower/Project Land/Complex as may be determined by the VENDOR. These taxes, fees, cesses etc. shall be paid by the VENDEE(S) irrespective of the fact whether the maintenance is carried out by the VENDOR or their nominee(s) or any other body or any association of all or some of the owners of Units ("**Association**") in the Project. Commission of any default by the VENDEE(S) in making timely payment of aforesaid dues would lead to raising of lien in respect of the Commercial Unit.

9. The VENDEE(S) is aware and acknowledges that any benefit of additional input tax credit that has accrued or may accrue to the VENDOR under the GST scheme of taxation of goods and services of the Government has been passed on to the VENDEE(S) by way of commensurate reduction in the composition of the Total Sale Consideration of the Commercial Unit such as the BSP of the Commercial Unit. It is agreed that the computation of the Total Sale Consideration does not include (a) GST, or any kind of taxes, land under construction tax, property tax, local body tax or other taxes, which are leviable or become leviable under the provisions of Applicable Laws or any amendments thereto pertaining or relating to the sale of the Commercial Unit, (b) running, maintenance and operations of the Common Areas and Facilities, or (c) for any right over any convenience stores, any shops, kiosks, recreational activities, additional fire-safety measures etc. (except for a right to use on such terms and conditions as may be prescribed by the VENDOR/Maintenance Agency/Association which shall be uniformly applicable to all the owners of the Units in the Project/sub-lessees in the Project or (d) for any rights over any areas reserved/restricted for any other vendee/sub-lessee/right-holder in the Project or (e) for any rights over areas to be transferred by the VENDOR to third parties under Applicable Laws. The VENDEE(S) has agreed, understands and is satisfied about the same and shall be liable to pay the proportionate charges for maintenance of the Common Areas and Facilities/Project as determined by the VENDOR/Maintenance Agency till such time the Common Areas and Facilities are transferred to the Association under Applicable Laws.
10. That till such time the maintenance of the said Complex is handed over to the Association of owners of the Units of the Complex and in order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures, the VENDOR shall hand over maintenance of the said Complex to a Maintenance Agency which shall be solely responsible for providing maintenance services to the said Complex including supply of electricity in terms of the permission to be granted by the competent authority (ies), to raise bills directly on the VENDEE(S) and collect payments thereof and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The VENDEE(S) hereby agrees, if so desired by the Maintenance Agency at its discretion to execute Tripartite Maintenance Agreement with the Maintenance Agency and the VENDEE(S) undertake(s) to abide by the terms and conditions of the Tripartite Maintenance Agreement. The VENDEE(S) undertakes to pay promptly without any reminders all bills and charges as may be raised by the Maintenance Agency from time to time. The VENDEE(S) has/have assured the VENDOR and the Maintenance Agency that the VENDEE(S) shall not withhold, refuse or delay the payment of maintenance bills raised by the Maintenance Agency in the event of non-execution of Tripartite Maintenance Agreement or for any other reason whatsoever. The VENDOR reserves the right to

hand over the maintenance services to any other nominee or the Association as it may in its discretion decide. It is specifically agreed to by the VENDEE(S) that the VENDEE(S) shall be entitled to use the maintenance services including the supply of electricity subject to timely payment of total maintenance charges and if the VENDEE(S) fails to pay the total maintenance charges in time, then the VENDEE(S) agree(s) that the VENDEE(S) shall not be entitled to use the maintenance services including the supply of electricity as the Maintenance Agency is providing the supply of electricity as an integral part of total maintenance services and not as a separate function. The VENDEE(S) shall be responsible and liable to ensure that obligations towards Maintenance Agency are duly discharged by person(s) inducted in possession by the VENDEE(S).

11. The VENDEE(S) shall also be required to obtain No Objection Certificate from the Maintenance Agency prior to transfer of the Commercial Unit. The Maintenance Agency shall issue the No Objection Certificate only if there are no pending dues that are outstanding against the VENDEE(S) towards maintenance/electricity/power back up charges etc. against the Commercial Unit and also such other amounts as may be payable under the Maintenance Agreement executed by the VENDEE(S) with the VENDOR/Maintenance Agency/Association.
12. That the VENDEE(S) shall be liable to pay to the VENDOR or their nominees such pro-rata charges as may be determined by the VENDOR or their nominees for maintaining the various services and facilities in the said Project where the Commercial Unit is situated until the same are handed over to the Association for maintenance. All such charges shall be payable and be paid by the VENDEE(S) to the VENDOR periodically as and when demanded by the VENDOR. The share so determined by the VENDOR shall be final and binding on the VENDEE(S).
13. That the VENDEE(S) shall be liable to pay regularly on demand to the VENDOR or its nominee or Maintenance Agency appointed by the VENDOR or the Association maintenance charges including but not limited to the following charges:
 - i) Open area Maintenance Charges: These charges relate to maintenance of open space within the boundary wall of the building/tower such as maintenance of compound wall, landscaping, electrification, Transformers, HT Sub-Station, water supply, tube-well, sewerage, roads and paths and other services etc., within the boundary wall but outside the building/tower.
 - ii) Common areas Maintenance Charges: These charges relate to maintenance of common areas, lift, escalators, firefighting equipment, Air-conditioning Plant and other services etc., inside the said building/tower.
 - iii) Maintenance charges of basement and services in the basement: These charges shall inter-alia relate to maintenance of basement and service such as sub-station, pumps, fire-fighting rooms, air-conditioning plant, DG set, water tanks and other services in the basement.
 - iv) Cost of security services including charges for sweepers, watchmen, gardeners, accountants, plumbers, managers etc.
 - v) Operation and maintenance of all equipment including sub-station(s) connected with the supply of electrical energy to all occupants including the user of the said building under bulk electric supply scheme. The operation and maintenance of bulk supply and distribution of electrical energy shall be handled by the Maintenance Agency or if

- Maintenance Agency decides, at its sole discretion, by any other company, nominee, agency to whom this work may be handed over by the Maintenance Agency.
- vi) Operation and maintenance of services located in the basement: These shall inter alia relate to operation and maintenance of basement and services such as electric sub-station(s), air-conditioning plant, pump(s), fire-fighting room(s), transformer(s), DG set(s), water tank (s) and other services in the basement of the said land/said building.
 - vii) Operation and maintenance of car parking spaces in the basement(s) or in any other part of the said building / tower / Complex.
 - viii) HVAC, DG, Fire-fighting and fire detection, elevators/escalators operation and maintenance services for all the Common Areas and Facilities.
 - ix) Security services for the Common Areas and Facilities and the Complex.
 - x) Building maintenance, horticulture, and pest control services.
 - xi) Insurance of the said building/tower/Complex, building's structure/common equipment in the said Complex covering fire, earthquake, terrorism and public liability, insurance cover and machinery breakdown cover. However, the VENDEE(S) shall be solely responsible for insuring contents within the Commercial Unit at the cost, risk and responsibility of the VENDEE(S).
14. The total maintenance charges will be fixed by the VENDOR, Maintenance Agency/ Association on the basis of the estimated maintenance costs. The decision of the VENDOR or Maintenance Agency/ Association in respect of the cost of maintenance will be final and binding on the VENDEE(S). These charges will be paid at monthly / quarterly / half yearly intervals as decided by the VENDOR/Maintenance Agency/Association as and when the maintenance services are transferred to the said Maintenance Agency or such Association as the case may be.
15. That the VENDEE(S) undertake(s) and assure(s) that on receipt of notice demanding the maintenance charges the VENDEE(S) shall pay the same within 10 days from the date of receipt of the said Notice failing which the VENDEE(S) shall be denied use of Common Areas and Facilities which will be restored to the VENDEE(S) only if the said charges together with applicable interest thereon computed on the actual number of days for which there has been a delay has been paid to the VENDOR/Maintenance Agency/Association.
16. That the VENDEE(S) shall permit the VENDOR/Maintenance Agency/Association, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Commercial Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs which the VENDEE(S) has/have failed to make good in spite of service of one month notice in writing by the VENDOR/Maintenance Agency/Association in this behalf and also for repairing of any part of the building/tower/Complex and for repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case VENDEE(S) has/have failed to effect repairs despite dispatch of notice of one (1) month contemplated above and the VENDOR/Maintenance Agency /Association is/are constrained to effect repairs at its / their cost, in that event such cost shall be recovered from the VENDEE(S).

17. That if the VENDOR or the Maintenance Agency or the Association decides to obtain / receives permission from the Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVNL) or from any other Body/Commission/Regulatory/Licensing Authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the said building, then the VENDEE(S) undertake to pay on demand to the VENDOR, Maintenance Agency or the Association proportionate share as determined by the VENDOR, Maintenance Agency or the Association of all deposits and charges like fixed connection charges, advance consumption deposit, expenditure on independent feeder, share cost of 66 KV Sub-station etc. paid/payable by the VENDOR or the Maintenance Agency to DHBVNL/any other Body / Commission/Regulatory/Licensing Authority constituted by the Government of Haryana, failing which the same shall be treated as unpaid portion of the Total Sale Consideration payable by the VENDEE(S) for the Commercial Unit. It is clarified that if required, the Association shall authorize the VENDOR, Maintenance Agency to apply for and obtain bulk supply of electricity from DHBVNL or any other Authority. Further, the VENDEE(S) undertakes that the VENDOR, Maintenance Agency or the Association shall be entitled to withhold electricity supply to the Commercial Unit until full payment of such deposits and charges is received by the VENDOR or the Maintenance Agency. Further in case of bulk supply of electrical energy, if obtained by the VENDOR, Maintenance Agency or the Association the VENDEE(S) shall abide by all the conditions of sanction of bulk supply including but not limited to waiver of the VENDEE(S) rights to apply for individual / direct electrical supply connection energy. The VENDEE(S) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the VENDOR from time to time.
18. That as and when any Plant & Machinery within the said Complex/said building/tower as the case may be including but not limited to lifts, D.G. Sets, electric sub-stations, pumps, fire-fighting equipment, air-conditioning plant, any other plant/equipment of capital nature etc., require replacement, up gradation, additions etc., the cost thereof shall be contributed by the VENDEE(S) in the said building/tower on pro-rata basis (i.e. in proportion to the Super Area of the Commercial Unit to the total super areas of all the Units in the said building/tower /said Complex, as the case may be). The VENDOR, Maintenance Agency or the Association shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc., including its timings or cost thereof.
19. That the structure of the said building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the VENDOR, Maintenance Agency or the Association on behalf of the VENDEE(S) and the cost thereof shall be payable by VENDEE(S) as the part of the maintenance bill raised by the Maintenance Agency and the VENDEE(S) hereby agrees to pay the same. The VENDEE(S) shall not do or permit to be done any act or thing which may render void or voidable insurance of any building/tower/Complex or any part thereof (like storage of inflammable/hazardous goods/articles) or cause increased premium to be payable in respect thereof for which the VENDEE(S) shall be solely responsible and liable.
20. The VENDEE(S) shall keep the Commercial Unit, the walls and partitions, sewers, drains, pipes and appurtenance thereto belonging, in good tenantable repair state or condition and maintain the same in a fit and proper condition in particular so as to support, shelter and protect the parts of the building(s) other than the Commercial 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 conditions or laws, byelaws or rules and regulations.

21. That the VENDEE(S) undertakes not to sub-divide the Commercial Unit and further undertakes that in case the VENDEE(S) transfers the Commercial Unit by way of mortgage, tenancy, license, and gift or in any other manner, such transferee shall be also bound by the terms and conditions of this Deed. The VENDOR or its nominee including any other body or the Association shall be entitled to enforce all terms and conditions of this Deed against such transferee(s).
22. The VENDEE(S) shall not do or suffer anything to be done in or about the Commercial Unit which may cause or tend to cause damage to any flooring or ceiling to any Unit/premises over, below or adjacent to the Commercial Unit or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use. The VENDEE(S) hereby indemnifies the VENDOR against any penal action, damages or loss, including consequence losses of any kind due to any misuse for which the VENDEE(S) shall be solely and directly accountable, liable and responsible. The VENDEE(S) shall not change the external elevation of the building/tower at any time by raising any structure, sign board etc. except in terms hereof.
23. That the VENDEE(S) shall use the Commercial Unit per Applicable Laws. In case the VENDEE(S) uses or permits the user of the Commercial Unit for any purpose other than lawful use, in that event, the VENDOR/Maintenance Agency and/or Association shall be entitled to initiate appropriate action against the VENDEE(S) including but not limited to disconnection of electricity/water as well as preventing the VENDEE(S) and persons claiming through it from enjoying the Common Areas and Facilities and securing orders for sealing of the Commercial Unit.
24. That the VENDEE(S) shall not be permitted to use the basement and service areas in any manner whatsoever and the same shall be reserved for use by the VENDOR or the Maintenance Agency and its employees for rendering maintenance services. The basements and service areas if any as may be located within the said building/tower/said Complex shall be earmarked by the VENDOR to house services including but not limited to Electric Sub-station, Transformers, DG sets, Underground water tanks, Pump Rooms, Maintenance and Service Rooms, fire-fighting pumps, air-conditioning Plant and Equipment etc. and other permitted uses as per zoning/ building plans.
25. That the VENDEE(S) shall not use the Commercial Unit in a manner that may cause nuisance or annoyance to occupants of other Units in the said tower/building/Complex or for any illegal or immoral purpose or to do or suffer anything to be done in or around the Commercial Unit which tends to cause damage to any flooring or ceiling or services of any Unit over, below, adjacent to the Commercial Unit or anywhere in the Project Land or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The VENDEE(S) shall keep indemnified the VENDOR against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas etc. for which the VENDEE(S) shall be solely responsible. If the VENDEE(S) use(s) or permit(s) the use of the Commercial Unit for any other purpose other than permitted under Applicable Laws, the VENDOR shall be entitled to resume the possession of the Commercial Unit. The VENDEE(S) shall strictly adhere to the business/operating hours as may be determined by the VENDOR, Maintenance Agency or Association from time to time and shall be subject to statutory guidelines issued by the concerned authorities.

26. That the VENDEE(S) shall keep the Commercial Unit's walls, partitions, sewers, drains, pipes and other fixtures and fittings in good working condition. The VENDEE(S) shall ensure that the structure of the Commercial Unit and remaining structure of the said building/tower remains sheltered and protected and no damage to the same is caused by the VENDEE(S) on account of lack of maintenance or by way of any neglect, which can be attributed to the VENDEE(S). The VENDEE(S) shall abide by all the laws, byelaws, rules and regulations imposed by concerned government agencies and other authorities. VENDEE(S) undertakes not to violate or breach any term or condition of this Conveyance Deed as well as the BBA/Agreement earlier executed with the VENDOR .
27. That the VENDEE(S) shall not make any additions, alternations or changes in the Commercial Unit without the written approval of the VENDOR / Maintenance Agency / Association. VENDEE(S) shall not use and utilize the atrium or any common passage for the purpose of storage of any commodity or goods nor shall the VENDEE(S) place any goods or commodities for display in any Common Areas and Facilities.
28. That the VENDEE(S) shall have no objection or make any claim to the VENDOR reserving the right to give on lease or hire any part of the atrium or top roof/terrace on/above the top floor, of any building in the Project/Complex/Project Land for installation and operation of open-air restaurants, theatres, antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes or for any other commercial purpose and the VENDEE(S) shall not object to the same and make any claim on this account.
29. That the VENDEE(S) agrees and confirms that it shall be solely responsible to maintain the Commercial Unit at the costs and expense of the VENDEE(S) in a good repair and condition and shall not do or suffer to be done anything in or to the said building, or the Commercial 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 Commercial Unit and keep the Commercial Unit, 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 building or pertaining to the building in which the Commercial Unit is located, is not in any way damaged or jeopardized. The VENDEE(S) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The non-observance of the provisions of this clause shall entitle the VENDOR or the Maintenance Agency, to enter the Commercial Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the VENDEE(S). The VENDEE(S) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
30. The VENDEE(S) acknowledges and confirms that the VENDEE(S) has not paid any amount towards any other land, areas, facilities and amenities including but not limited to those listed below, and as such, the VENDEE(S) shall have no right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of this Deed. The VENDEE(S) acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the VENDOR

and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/method of use, disposal etc., creation of rights in favor of any other person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other person.

- i) All land (except the general commonly used areas and facilities within the Complex earmarked for common use including but not limited to lands as listed in the BBA/Agreement or any other facility or amenity as may be provided by the VENDOR at its sole discretion or as provided in accordance with the directions of any Governmental Authority, are specifically excluded from the scope of this Deed and the VENDEE(S) shall not have any right of any nature whatsoever in such land, areas, facilities and amenities.
 - ii) All lands [other than usage of lands earmarked by the VENDOR in the Layout Plan for the Project/Project Land as approved from time to time or otherwise as public roads, public streets for exiting only for use by general public falling outside the periphery/boundary of the Project Land are clearly outside the scope of this Deed and the VENDEE(S) shall have no right of any nature whatsoever in such lands.
 - iii) Any additional construction on the Project Land and/or additional floor on the said building/tower/Complex which the VENDOR may construct in order to fully utilize any additional FAR, if any, in respect of the Project land/Complex.
31. That the VENDOR shall have the unqualified and unfettered right to sell or lease or permit use of the other commercial properties in the Complex to any persons of their choice on any terms and conditions as the VENDOR may deem fit and the VENDEE(S) shall not be entitled to raise any claims or objections or claim compensation on the ground of inconvenience or any other ground whatsoever.
32. That the VENDEE(S) has specifically agreed and understood that the VENDEE(S) shall have absolutely no right on signage inside/outside/near, within or on the face of the said building/tower /Complex/Project Land except at places earmarked and agreed by the VENDOR. The VENDOR may determine and allow the usage by the VENDEE(S) of such signage at its own discretion. The VENDOR shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior/interior of the said building/said plot of land. The VENDEE(S) shall be responsible to install and maintain such signage, so allotted by the VENDOR, in a well-lit, legible and in a proper manner. The VENDEE(S) hereby specifically agrees that the said allotted space for affixing signage etc. may be increased, decreased or modified in any manner at the sole discretion of the VENDOR from time to time and will be architecturally controlled. The VENDOR may issue such guidelines/directions including but not limited for colour scheme, style and manner of the signage, proper maintenance and upkeep by the VENDEE(S) of such signages from time to time. The VENDOR may transfer such responsibility of identifying, earmarking and allotment of such signages to its nominees/assigns or any other Body or Association of Premises Owners or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the VENDOR shall be released and discharged from all its obligations and responsibilities under this clause in respect of the signages. The VENDEE(S) further undertakes, assures and guarantees that he / she / it / they would not put any sign-board/name plate, neon – light, publicity material

or advertisement material etc. on the face/façade of the said building or anywhere on the exterior of the building or common areas except at the places specifically earmarked and allotted by the VENDOR. The VENDOR shall be entitled to use and utilize the atrium in any manner deemed fit by them.

33. That the VENDEE(S) undertake not to undertake any structural alteration/addition or any other interior work without obtaining prior permission of the VENDOR/ Maintenance Agency. Even pursuant to grant of requisite permission the VENDEE(S) or the person(s) inducted by the VENDEE(S) shall ensure that the interior work does not cause any hindrance or obstruction to other property owners in the Complex/building/tower. During the course of such interior work, the VENDEE(S) or the person(s) inducted in possession of the property shall take all precautions to ensure that no damage is caused to the common areas or to other properties in the Complex.
34. The VENDEE(S) shall ensure complete safety of material and the equipment kept in the Commercial Unit, to be used or useable in the interior works undertaken by the VENDEE(S) (s) and the VENDOR shall not be responsible or liable in case of pilferage or misplacement of such materials or equipment. Further, the VENDOR shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the VENDEE(S) for doing the interiors in the Commercial Unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the VENDEE(S) itself/himself/themselves. The VENDEE(S) shall indemnify and keep the VENDOR harmless against all such claims or liabilities at all times.
35. The VENDEE(S) confirms having full knowledge and understanding of all Applicable Laws, Rules and Regulations as defined under the Agreement as applicable to the said Project Land / Complex / Commercial Unit. The VENDEE(S) hereby undertakes to comply with all requirements, requisitions, demands and repairs which are required by any Government/Municipal Authority or any other competent authority in respect of the Commercial Unit / said building/tower/Complex at costs and keep the VENDOR indemnified, secured and harmless against all such costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
36. That the VENDEE(S) shall have no objection to the VENDOR making any alterations, additions, improvements or repairs whether structural or non-structural interior or exterior, ordinary or extra ordinary in relation to any unsold Units within the said building/tower/Complex and the VENDEE(S) agree(s) not to raise any objection or make any claims on this account.
37. That the VENDEE(S) agree(s) and confirm that the VENDOR shall have the right to make additions, raise further floors or put up additional structures on the terrace of the said building/tower or anywhere else on the Project Land as may be permitted by the DGTCP and/or other competent authorities and such additional structures and floors shall be the sole property of the VENDOR who shall be entitled to dispose of the same at its discretion without any interference or obstruction by the VENDEE(S). The VENDOR shall also be entitled to connect the electricity, water, sanitary, sewage and drainage fittings required for the additional structures/floors with the existing electricity, water, sanitary, sewage and drainage facilities of the said building/tower/Complex. The VENDEE(S) hereby give(s) consent to the same and agree(s) that the VENDEE(S) shall not raise any objection or claim any reduction in the Total Sale Consideration of the Commercial Unit or ask for any account or compensation or damages on the ground of

inconvenience, loss of market opportunities or otherwise withhold, refuse or delay the payment of maintenance bills or on any other ground. The terraces of all buildings in the Complex shall remain the property of the VENDOR and shall be entitled to use and utilize the same in any manner deemed fit.

38. The VENDEE(S) acknowledges that the VENDOR may, at its sole discretion make the Complex a part of any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate and the VENDEE(S) shall not have any right to raise any objection in this regard. In the event of any such formation, the Common Areas and Facilities and the undivided interest therein of each Unit owner shall be specified by the VENDOR in the Declaration filed by the VENDOR in compliance of the Haryana Apartment Ownership Act, 1983 which shall be conclusive and binding upon the VENDEE(S).
39. That the VENDEE(S) hereby expressly authorizes the VENDOR, Maintenance Agency or the Association to impose such restriction as it / they may deem fit and proper or as may be necessary at their sole direction restricting the entry of the members of the public into the said Complex for the purpose of securing the said Complex and keeping it safe. In furtherance to the above authorization the VENDOR/Maintenance Agency may amongst other action which may be taken by them at their sole discretion also be deemed to have the right to restrict entry of unlawful or unauthorized entrants / peddlers / hawkers etc., in the said Complex to avoid chaos, confusion, vandalism, overcrowding etc. and for security reasons.
40. The VENDEE(S) authorizes the VENDOR or the nominated Maintenance Agency to impose such terms and conditions including pay and park system as it may deem fit to make use by any person of unreserved covered / open parking spaces. The income earned from the pay and park system shall be solely that of the VENDOR or the nominated Maintenance Agency and the VENDEE(S) shall have no right to claim any share in the income.
41. That the VENDEE(S) confirm(s) that the right, title and interest in the Commercial Unit shall be limited to and governed by what is specified by the VENDOR in the Declaration, which has been filed by the VENDOR in compliance of the Haryana Apartment Ownership Act, 1983, and as may be amended from time to time which shall be conclusive and binding upon the VENDEE(S).
42. That the possession of the Common Areas and Facilities and maintenance in respect of the said building/tower as well as the said Complex/Project Land shall remain with the VENDOR until the same are transferred / assigned to its nominee including the Association.
43. That the VENDEE(S) shall join the Association formed by the owners of the Units in the Project and shall pay any fees, subscription charges thereof and shall complete such documentation and formalities as may be deemed necessary by the VENDOR for the purpose.
44. That the VENDOR have taken all due precautions and have provided adequate safety measures so as to make the building earthquake resistant as well as safe in the event of fire in the building. The VENDEE(S) is satisfied about the precautions and measures adopted by the VENDOR and agrees that in the event of any unexpected natural calamity or on account of occurrence of any of the eventualities contemplated above, the VENDOR shall not be held accountable, responsible or liable in any form or manner.

45. That stamp and registration expenses for execution and registration of this Conveyance Deed have been incurred by the VENDEE(S). Any deficiency in stamp duty as may be determined by the Sub Registrar / concerned authority along with consequent penalties/ deficiencies as may be levied in respect of the Commercial Unit being conveyed by this Deed shall be borne by the VENDEE(S) exclusively.
46. That terms and conditions of Agreement executed between the VENDEE(S)/ Predecessor-in-interest of VENDEE(s) and the VENDOR shall be deemed to have been incorporated in this Deed and shall continue to be binding with full force and effect. In the event of there being any conflict inter-se terms and conditions of aforesaid Agreement and this Deed, recitals of this Deed shall prevail over the recitals incorporated in the Agreement mentioned above.
47. That the VENDEE(S) shall henceforth be fully competent and entitled and shall have absolute right to deal with the Commercial Unit in any manner including sale, transfer, gift, lease or mortgage thereof. However, such sale, lease, transfer or mortgage etc. shall be subject to terms and conditions in the present Deed and the BBA/Agreement hereinbefore mentioned. Every successor –in – interest of the VENDEE(S) shall be liable to become a member of Association in place of the VENDEE(S).
48. That in case any provision of this Conveyance Deed is determined to be void or unenforceable under any Applicable Law, such provision shall be deemed to be amended or deleted in so far same is inconsistent with statute and the remaining provisions of this Deed shall remain valid, enforceable and binding on the Parties.
49. That the VENDEE(S) agrees and confirms that all obligations arising by virtue of this Deed in respect of Commercial Unit subject matter of this Deed shall be equally applicable and enforceable against any or all occupiers, tenants, licencees and/or subsequent purchasers of the Commercial Unit. The VENDEE(S) undertakes to make all the efforts to ensure that every successor-in-interest continues to perform various obligations liable to be performed in terms of this Deed and Agreement executed with the VENDOR.
50. That the VENDEE(S) has undertaken that henceforth it shall be solely responsible and liable for violations, if any, of provisions of Law, Rules, Regulations or directions issued by any competent authority in respect of Commercial Unit subject matter of this Deed. The VENDEE(S) undertakes to indemnify the VENDOR in respect of any liability or penalty imposed in respect of the Commercial Unit being sold by way of this Deed.
51. That the VENDEE(S) confirms having understood each and every clause/covenant of the Conveyance Deed and the legal and other implications thereof and have also understood all related obligations and liabilities and the VENDOR's obligations and limitations as set forth in the Conveyance Deed. That the VENDEE(S) shall keep the VENDOR and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the VENDOR may suffer as a result of non-observance or non-performance of the covenants and conditions in the Deed.

52. That the contents of these presents are true and correct, and if at any time hereafter, the assurance and contents contained hereinabove are found to be incorrect, due to any defect in the title of the VENDOR or its rights, to sell the Commercial Unit hereby conveyed to the VENDEE(S) and the VENDEE(S) suffers any loss as a result thereof, then the VENDOR shall be liable to make good the loss thus suffered by the VENDEE(S) and keep the VENDEE(S) saved, harmless and indemnified against all losses costs, damages and expenses occurring thereby to the VENDEE(S).
53. The VENDEE(S) accepts and acknowledges that the terms and conditions hereof have been carefully read over and understood with its full legal import, effect and implications and that the VENDEE(S) has obtained independent advice on all aspects and features before electing to execute this Deed. The draft of this Deed was made available to the VENDEE(S) for examination and study and accordingly, the VENDEE(S) agrees and confirms executing this Deed with full knowledge and understanding of its terms and conditions and is in unconditional and unqualified concurrence and agreement with the rights, duties, obligations and responsibilities of either Party under this Deed. The execution of this Deed is an independent, informed and unequivocal decision of the VENDEE(S) outside any influence or control of the VENDOR at any time.
54. That courts at Gurugram, Haryana alone would have exclusive jurisdiction to try and decide all matters directly or impliedly concerning the property subject matter of this Deed and relating to the Parties to this Deed.

IN WITNESS WHEREOF THIS CONVEYANCE DEED has been executed on the date and place first mentioned above.

Witnesses

VENDOR

1.

M/s Elan City LLP, through its duly authorized person
Mr. _____ S/o _____

VENDEE

2.

Mrs. _____ Mrs. _____