

CONVEYANCE DEED

1. Nature of document	-	Conveyance Deed
2. Village/Block	-	Village Bajghera, Sector 114
3. Tehsil	-	
4. Sub-Tehsil	-	
5. District	-	Gurugram (Gurgaon)
6. Area	-	[●] Sq.Mtr. ([●] Sq. Yds.)
7. Sale Consideration/ Transaction Value	-	Rs.[●]/-
8. Stamp Duty	-	Rs. [●]/-
9. Stamp Certificate No. /Date-		[●]
10. Stamp GRN	-	[●]
11. Commercial or residential	-	Commercial
12. Plot No.	-	[●]
13. Property Address	-	Plot No. [●],in Licensed Commercial Plotted Colony, “ Emaar Business District -114 ” or “ EBD -114 ”, located at Village Bajghera, Tehsil and District Gurugram, Haryana, India Pin-[●].

THIS CONVEYANCE DEED (“Deed”) together with all the schedules and annexures is made and executed at Gurugram (Gurgaon), Haryana, India on this ____day of _____, 20__ BY AND BETWEEN

EMAAR INDIA LIMITED (formerly known as EMAAR MGF LAND LIMITED), (CIN No._____, PAN No._____), a company registered under the Companies Act, 1956 and existing under Companies Act, 2013 having its registered office at 306-308, Square One, District Center, Saket, New Delhi—110017, acting through its duly authorized Signatory _____ vide Board Resolution dated _____to sign and execute this Conveyance Deed and to appear and present this Conveyance Deed for registration, (hereinafter referred to as the “**Developer**”) which expression shall, where the context so admits, include its successors-in-interest and permitted assigns, etc. of the **FIRST PART;**

AND

- 1) **Tacery Builders Private Limited, (CIN: U70109DL2006PTC152509, PAN:_____)** a company incorporated under the Companies Act, 1956, having its registered office at 306-308, 3rd Floor, Square One,C-2, District Centre, Saket, New Delhi - 110017 (hereinafter referred to as **Land Owner -1**), and
- 2) **Bailiwick Builders Private Limited, (CIN: U45201DL2006PTC147691, PAN: _____)** a company incorporated under the Companies Act, 1956, having its registered office at 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi - 110017 (hereinafter referred to as **Land Owner -2**), and
- 3) **Logical Estates Private Limited, (CIN: U45202DL2001PTC113257,**

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PAN: _____), a company incorporated under the Companies Act, 1956, having its registered office at 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi - 110017 (hereinafter referred to as **Land Owner -3**), and

- 4) **Sharyans Buildcon Private Limited, (CIN: U45201DL2006PTC147808, PAN: _____)** a company incorporated under the Companies Act, 1956, having its registered office at 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi - 110017 (hereinafter referred to as **Land Owner -4**), and

(Land Owner -1, Land Owner -2, Land Owner -3 and, Land Owner -4 are hereinafter collectively referred to as the **“Land Owners”**) which term or expression shall, where the context so admits, include their legal heirs, legal representatives, executors, administrators, successors-in-interest, nominees, assigns etc., as the case may be, of the **SECOND PART**,

The Land Owners have duly authorized Emaar India Limited (formerly known as Emaar MGF Land Limited) through any of its Authorized Representatives, vide General Power of Attorney dated _____ duly registered in the Office of Sub-Registrar, _____, Gurugram; and Emaar India Limited (formerly known as Emaar MGF Land Limited) has thus authorized Mr. _____ as its duly authorized Signatory vide Board Resolution dated _____ to sign and execute this Conveyance Deed and to appear and present this Conveyance Deed through Mr. _____ for registration before the concerned Sub-Registrar;

The **‘Developer’** and the **‘Land Owners’** are hereinafter collectively referred to as **“Vendors”**;

IN FAVOUR OF

[If the Vendee is an Individual]

Mr./Ms./Mrs. ____ (Aadhar / UID No. ____, PAN ____) son / daughter / wife of Mr. ____; permanent resident of ____ and presently residing at ____;

[OR]

Mr./Ms./Mrs. ____ (Aadhar / UID No. ____, PAN ____) son / daughter / wife of Mr. ____; permanent resident of ____ and presently residing at ____;

Mr./Ms./Mrs. ____ (Aadhar / UID No. ____, PAN ____) son / daughter / wife of Mr. ____; permanent resident of ____ and presently residing at ____;

Mr./Ms./Mrs. ____ (Aadhar / UID No. ____, PAN ____) son / daughter / wife of Mr. ____; permanent resident of ____ and presently residing at ____;

[OR]

[If the Vendee is a company]

____, (CIN No. ____ PAN No. ____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its

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registered office at ____, (PAN ____), represented by its authorized signatory, Mr./Ms./Mrs. ____ (Aadhar / UID No. ____, PAN ____) son / daughter / wife of Mr. ____ son / daughter / wife of Mr. ____; duly authorized vide Board Resolution dated ____;

[OR]

[If the Vendee is a Partnership]

____, a partnership firm registered under the Indian Partnership Act, 1932 (Registration No. ____ with the Registrar of Firms & Societies ____), having its principal place of business at ____, (PAN ____), represented by its authorized partner, Mr./Ms./Mrs. ____, (Aadhar / UID No. ____, PAN ____) son / daughter / wife of Mr. ____ son / daughter / wife of Mr. ____ authorized vide ____ Letter of Authority dated ____;

[OR]

[If the Vendee is a HUF]

Mr. ____ (Aadhar / UID No. ____, PAN ____) son of Mr. ____; for self and as the Karta of the Hindu Joint Mitakshara Family known as ____ HUF, having its place of business / residence at ____, (PAN ____);

[OR]

[If the Vendee is a Society]

____, (Society Registration No. ____) a Society registered under the Societies Registration Act, 1860, having its registered office at ____, (PAN ____), represented by its authorized signatory, Mr./Ms./Mrs. ____ (Aadhar / UID No. ____, PAN ____) son / daughter / wife of Mr. ____ son / daughter / wife of Mr. ____ duly authorized vide resolution dated ____;

[OR]

[If the Vendee is a Trust]

____, (Trust Registration No. ____) a Trust registered under the ____, having its registered office at ____, (PAN ____), represented by its authorized signatory, ____ (Aadhar / UID No. ____, PAN ____) son / daughter / wife of Mr. ____ son / daughter / wife of Mr. ____ duly authorized vide resolution dated ____,

(hereinafter singly/jointly/collectively, as the case may be, referred to as the **“Vendee”**, which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include in case of (i) individual / proprietorship firm - the Vendee’s legal heirs, legal representatives, executors, administrators, successors and permitted assigns; (ii) partnership firm / LLP / HUF - all the partners of the Firm/LLP/Karta and each member of HUF/ Firm / LLP along with their respective legal heirs, legal representatives, administrators, executors, successors and permitted assigns; (iii) company / society / trust, its successors-in-interest and permitted assigns; as the case may be) of the **OTHER PART.**

It is clarified that the use of any gender, in this Deed or use of singular or plural expression shall be understood to mean the appropriate gender or

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singular or plural expression with reference to the context and text of any particular clause of the Deed and the same shall be read and construed accordingly as the context demands.

Capitalized terms used herein in this Deed but not defined shall have the same meaning as ascribed to them in the Buyer's Agreement/ Agreement for Sale (defined hereinafter) executed between the Parties.

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

WHEREAS: -

- A. Land Owner -1 is the absolute owner of approximately 2.075 Acres (_____ Hectares) of land situated in the Village Bajghera, Tehsil and District Gurugram, Haryana, India within the boundaries of Sector 114, Gurugram, Haryana, India hereinafter referred to as **"Said Land-A"** as more particularly described in **Schedule – I** hereto.
- B. Land Owner-2 is the absolute owner of approximately 0.40625 Acres (_____ Hectares) of land situated in the Village Bajghera, Tehsil and District Gurugram, Haryana, India within the boundaries of Sector 114, Gurugram, Haryana, India hereinafter referred to as **"Said Land-B"** as more particularly described in **Schedule – I** hereto.
- C. Land Owner-3 is the absolute owner of approximately 2.81875 Acres (_____ Hectares) of land situated in the Village Bajghera, Tehsil and District Gurugram, Haryana, India within the boundaries of Sector 114, Gurugram, Haryana, India hereinafter referred to as **"Said Land-C"** as more particularly described in **Schedule – I** hereto.
- D. Land Owner-4 is the absolute owner of approximately 1.10625 Acres (_____ Hectares) of land situated in the Village Bajghera, Tehsil and District Gurugram, Haryana, India within the boundaries of Sector 114, Gurugram, Haryana, India hereinafter referred to as **"Said Land-D"** as more particularly described in **Schedule – I** hereto.

(The Said Land-A, Said Land – B, Said Land – C and Said Land – D aggregating to approx. 6.40625 acres (_____ Hectares) shall hereinafter be referred to as the **"Said Land"**.)
- E. Land Owner - 1 has granted development rights of the Said Land - A as detailed in Annexure - I to the Developer vide the collaboration agreement dated 1st September 2006 on the terms and conditions contained therein and as amended from time to time and vide the Supplementary Agreement dated 12th December 2012 duly registered vide registration No. 21500 dated 12.12.2012 bearing Bahi Sr. No. 1, Jild No. 13021 page No. 164 and Additional copy bearing Bahi Sr. No. 1 Jild No. 2563 pages from 78 to 79 with

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the office of Sub-Registrar, Gurugram.

- F. Land Owner-2 has granted development rights of Said Land - B as detailed in Annexure -I to Developer vide the collaboration agreement dated 25th May 2006 on the terms and conditions contained therein and as amended from time to time and vide the Supplementary Agreement dated 12th December 2012 duly registered vide registration No. 21496 dated 12.12.2012 bearing Bahi Sr. No. 1, Jild No. 13021 page No. 163 and Additional copy bearing Bahi Sr. No. 1 Jild No. 2563 pages from 72 to 73, with the office of Sub-Registrar, Gurugram.
- G. Land Owner-3 has granted development rights of Said Land - C as detailed in Annexure -I to Developer vide the collaboration agreement dated 10th February 2006 on the terms and conditions contained therein and as amended from time to time and vide the Supplementary Agreement dated 12th December 2012 duly registered vide registration No. 21506 dated 12.12.2012 bearing Bahi Sr. No. 1, Jild No. 13021 page No. 165 and Additional copy bearing Bahi Sr. No. 1 Jild No. 2563 pages from 92 to 95, with the office of Sub-Registrar, Gurugram.
- H. Land Owner-4 has granted development rights of Said Land - D as detailed in Annexure -I to Developer vide the collaboration agreement dated 25th May 2006 on the terms and conditions contained therein and as amended from time to time and vide the Supplementary Agreement dated 12th December 2012 duly registered vide registration No.21492 dated 12/12/2012 bearing Bahi Sr. No. 1, Jild No. 13021 page No. 163 and Additional copy bearing Bahi Sr. No. 1 Jild No. 2563 pages from 69 to 71, with the office of Sub-Registrar, Gurugram.
- I. The above-mentioned collaboration agreements including their amendments and supplementary agreements are collectively referred to as **“Definitive Agreements”**)
- J. Pursuant to the above arrangements the Land Owners have vested the Developer with complete authority and powers to undertake the development and construction of the Project (defined hereunder). The Developer has developed and /or is developing a Commercial Plotted Colony on the Said Land comprising of Commercial Plots under the name and style of **“ Emaar Business District – 114” or “EBD-114”** (hereinafter referred to as **"Said Project"**).
- K. The Said Project is being developed in accordance with the terms and conditions of the licenses granted by the Director Town and Country Planning, Haryana (**“DTCP”/ “DGTCP”**) bearing License Nos. _____dated _____and approved layout plan/demarcation/zoning/site plan and other requisite sanctions, permissions, approvals obtained from the Competent Authorities.
- L. The Developer has registered the Said Project under the provisions

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of the Real Estate Act along with other amenities and facilities under the name of “**Emaar Business District – 114**” or “**EBD-114**” vide registration no. _____ dated _____.

- M. In this process the Developer has developed the Said Project in accordance with the requisite approvals including but not limited to the up to date layout plan/demarcation/zoning/site plan, other requisite sanctions, permissions, approvals obtained from the Competent Authority and have been granted Occupation Certificate vide Memo. No. _____ dated _____. However, this Conveyance Deed is confined and limited in its scope to the Plot No. _____ (defined hereunder) of the Said Project, details of which are given below.
- N. The Vendee carried out the inspection of the Said Land, Licenses, Occupation Certificate(s), with details of ownership of the Said Land, layout plan/demarcation/zoning/site plan, other approvals, sanctions, permissions and other documents relating to the title, competency & all other relevant details to his/her/its/their satisfaction.
- O. Prior to the signing of the Buyer’s Agreement/ Agreement for Sale, the Vendee had demanded from the Vendors and the Vendors had allowed the Vendee, inspection of layout and sanctioned Plans of the Said Project, ownership record of the Said Land and all other documents relating to the title, competency and approvals and exemptions all other relevant details. The Vendee has also visited the Project site, seen the Said Project and the location of his/her/its/their Said Commercial Plot (defined hereunder) situated thereon and is satisfied with the same. The Vendee is fully satisfied in all respects with regard to the right, title and interest of the Vendor in the Project in which the Said Commercial Plot (defined hereunder) is situated and has understood all limitations and obligations of the Vendors in respect thereof. The Vendee acknowledges and confirms that the Vendee is fully satisfied of the title, competency of the Vendor to execute this Conveyance Deed
- P. The Vendee accepts and confirms that the Vendors have furnished all requisite information, clarification and explanations as required by the Vendee to his/her/its/their complete satisfaction and after fully satisfying himself/herself/itself/themselves about the rights, interest and title of the Vendors in the Said Land, the Said Project, along with other details of the Said Project, had applied for allotment of a commercial plot in the Said Project, as per description given herein below.
- Q. The Vendee had entered into a Buyer’s Agreement /Agreement for Sale dated _____ (hereinafter referred to as the said “**Agreement**”) with the Vendors by and under which the Vendee had agreed to purchase Plot bearing No. _____ having an Area of ____ Sq. Mtr. (_____ Sq. Yds.) (hereinafter referred to as the “**Said Commercial Plot**”) along with the right to use and access all common areas and facilities including but not limited to paths,

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passages, rights, liberties, privileges, easements and benefits appurtenant to the Said Commercial Plot or any part thereof in the Said Project, and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained therein and the terms, conditions, stipulations and restrictions contained herein.

- R. The Vendee acknowledges that the Developer has readily provided complete information and clarification as required by the Vendee, however the Vendee has ultimately relied upon its own independent investigations and judgment in purchasing the Said Commercial Plot. Save and except as specifically represented herein, the Vendee's decision to purchase the Said Commercial Plot, is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Developer or otherwise including but not limited to, any representations relating to the Said Land, or the specifications therein or any other physical characteristics thereof, the estimated facilities / amenities to be made available to the Vendee or any purported services to be provided by the Developer and / or Vendors. No oral or written representations or statements whatsoever made at any stage shall be considered to be part of this Deed i.e. Conveyance Deed and this Deed i.e. Conveyance Deed is self-contained and complete in itself in all respects and supersedes all and any previous communications between the Vendee and the Vendors.
- S. The Vendee confirms that the Vendee has verified the description / physical condition of the Said Project and / or the size, dimensions, etc. of the Said Commercial Plot or any other physical characteristics thereof, the services to be provided by the Vendors, the facilities/amenities to be made available to the Vendee or any other data except as specifically contained in this Deed and that the Vendee has solely relied on his/her own judgment and investigation in this regard before deciding and/or agreeing to execute this Deed. The Vendee further confirms that no oral or written representations or statements made by any Party shall be valid or shall be considered to be a part of this Deed as this Deed being self-contained and complete in itself in all respects, and as such the Vendors and the Vendee have desired to transfer the title of the Said Commercial Plot in favour of the Vendee on the terms and conditions contained herein.
- T. The Vendors are well and sufficiently entitled to the Said Commercial Plot and no one other than the Vendors, has any title, interest, right or claim of any kind whatsoever in the Said Commercial Plot and the Said Commercial Plot, as on the date hereof, is free from all encumbrances and the Vendors hold unimpeachable and marketable right to convey, transfer, alienate and sell the Said Commercial Plot.
- U. The Said Commercial Plot demarcation has been completed and

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the Vendee is fully satisfied and has no claim of any nature whatsoever against the Vendor and further the Vendee confirms that the area of the Said Commercial Plot is approx. _____ sq. mts. (_____ sq. yds.). The Vendee has agreed and accepted the final area of the Said Commercial Plot and has paid the Total Consideration, as mutually agreed between the Parties;

V. The Vendee has inspected the Said Commercial Plot and only after being fully and completely satisfied has agreed to take possession and get the conveyance of the Said Commercial Plot done in his / her / its / their favour. The Vendee has made the entire payment of the agreed Consideration (defined hereinafter) amount and has accordingly requested to execute the Deed i.e. the Conveyance Deed of the same on their complying with the formalities, terms and conditions, as prescribed.

W. The Vendee agrees that Said Project, will be maintained by a maintenance agency so appointed by the Developer /RWA. The Vendee also agrees and accepts that the Vendee shall become a member of '_____', the RWA that may be constituted under The Haryana Registration and Regulation of Societies Act, 2012 and rules framed there-under for facilitating compliance of various Rules and Regulations for the Said Project and also for facilitating maintenance thereof in all respects subject to the timely payment of the maintenance charges.

X.

The Vendee hereby also assures, represents and warrants to the Vendors that he / she / it / they shall comply with the terms hereof and all the applicable Laws and statutory compliances with respect to the Said Commercial Plot, the Said Project and pay its maintenance and other recurring / usage charges, taxes, cess and any other charge, which the Competent Authority(ies) decides to levy in future in respect thereof.

Y.

Z. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.

NOW THEREFORE THIS CONVEYANCE DEED WITNESSETH AS UNDER:

1. That in consideration for a sum of Rs. _____/- (Rupees _____ Only)(**"Consideration"**); paid by the Vendee, towards full and final sale consideration of the Said Commercial Plot (the receipt of which the Vendors do hereby admit and acknowledge), and in terms of the Agreement, the Vendors do hereby sell, transfer, grant, convey and assure unto the Vendee by way of sale of all its rights, title, and interest, benefits and advantages in ALL THAT consisting of the Said Commercial Plot No. _____ in the Said Project having an Area of

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_____ sq. mtr. (_____ sq. yds.), together with right to use of all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the Said Commercial Plot free from all encumbrances, charges, liens, lispendens, litigation etc. and the right to use common area and facilities absolutely unto the Vendee who has agreed to hold, use and enjoy the same and alienate the same subject to the exceptions, reservations, conditions and covenants contained herein.

This Conveyance Deed in respect of transaction involved herein is valued for the purposes of stamp duty at the rate of Rs. _____ (Rupees _____ only) in terms of the Indian Stamp Act, 1899.

2. That the Vendee shall have ownership of the Said Commercial Plot and the Vendee understands that this would require the Vendee to use the common areas and facilities within the Said Project, harmoniously along with other owners of the Said Project, maintenance staff etc., without causing any inconvenience or hindrance to them and the right of the Vendee to use the Common Areas and Facilities within the Said Project shall always be subject to the timely payment of maintenance charges applicable thereon. It is made abundantly clear and agreed by the Vendee that no other land(s) is / are forming part of this Deed and the Vendee shall have no right whatsoever, except to the extent of using only such general commonly used areas and facilities within the plotted commercial colony, subject to the timely payment of maintenance charges by the Vendee. However, the Vendee shall have only the right of ingress and egress and right to use such Common Areas and Facilities in the manner and to the extent as would be permitted by this Deed or any other agreement/deed with the Vendors.
3. Further it is clarified to the Vendee that the Vendor shall be carrying out extensive development / construction activities now or in future in the entire area falling outside the Said Commercial Plot and that the Vendee shall not have a right to raise any objection(s) or make any claim(s) or default in making payments in time, on account of inconvenience if any, which may be/ alleged to have been caused to the Vendee due to such development / construction or other activities incidental / related to it. The Vendee confirms that all rights including the rights of ownership of such land(s), facilities and amenities shall vest solely with the Vendors, who shall alone have the sole and absolute right/authority to deal in any manner with such land(s), facilities and amenities.
4. The Vendee agrees to commence construction on the Said Commercial Plot within 6 months from the date of Completion Certificate (obtained by the Vendors from Government or competent authorities) after obtaining all approvals to carry out the construction on the Said Commercial Plot as per the architecture control guidelines provided by the Vendors. Further the Vendee agrees to complete the construction of the building on the Said Commercial Plot as per architecture control guidelines/ building layout plan approved by the competent authority and obtain occupation certificate on the Said Commercial Plot within a period of three (03) years from the date of completion certificate of the Said Project.

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5. The Vendee shall be entitled to receive incentives /cash back upon achieving the following milestones from the date of Said Commercial Plot is handed over to the Vendee by the Vendors:

	Mile-stones to be achieved by the Vendee	Period within which the milestone is to be achieved by the Vendee	Incentive / Cash Back (Rs/ Sq. Yards) or Rs. Per Sq. Meters
i)	Upon completion of construction as per architecture control guidelines and obtaining Occupation Certificate thereof	Within a period of 30 months from the date of handing over the possession of the Said Commercial Plot to the Vendee	Rs37500/- per sq. yards or Rs.____/- per sq. meter X Area of the Plot
ii)	Upon completion of construction as per architecture control guidelines and obtaining Occupation Certificate thereof	Within a period of 36 months from the date of handing over the possession of the Said Commercial Plot to the Vendee	Rs.25,000/- per sq. yards or Rs.____/- per sq. meter X Area of the Plot
iii)	Only for Exclusive category	Within a period of 24 months from the date of handing over the possession of the Said Commercial Plot to the Vendee	Rs37500/- per sq. yards or Rs.____/- per sq. meter X Area of the Plot
	Upon completion of construction as per architecture control guidelines and obtaining Occupation Certificate thereof	Within a period of 36 months from the date of handing over the possession of the Said Commercial Plot to the Vendee	Rs.25,000/- per sq. yards or Rs.____/- per sq. meter X Area of the Plot

6. In the event the Vendee is unable to achieve milestone as set out at i) and ii) above but completes the construction on the Said Commercial Plot and obtains Occupation Certificate from competent authority within the time stipulated at iii) above, then the Vendee shall be entitled to receive the entire incentive/ cash back upon achieving the

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milestone at iii) above;

7. In the event the Vendee is unable to achieve milestone as set out at i), ii) and iii) above, but completes the construction on the Said Commercial Plot and obtains Occupation Certificate from competent authority after the time stipulated at iii) above but before expiry of 3 years from the completion certificate / part completion certificate, then the Vendors may, at their sole discretion, pay incentive/ cash back at such rate or value as may be decided by the Vendors to the Vendee.
8. In the event the Vendee fails or neglects to complete the construction on the Said Commercial Plot as per architecture control guidelines / approved Building layout plans and obtain occupation certificate even after a period of 3 (three) years from the date of completion certificate / part completion certificate of the Said Project, then the Vendee shall be not be entitled to receive any incentive /cash back from the Vendors.
9. In the event the Vendee breaches all or any of the above terms, then the Vendors shall have all the right to take appropriate legal action against the Vendee in law including but not limited to cancellation of this Conveyance Deed with respect to the Said Commercial Plot.
10. The Vendee agrees and undertakes to pay 3% of the Consideration of the Said Commercial Plot as refundable security deposit (Security Deposit) to the Vendors towards security against the damage to the roads, facilities, amenities, common areas and services constructed in the Said Project. This is in addition to the Consideration payable by the Vendee. The Security Deposit shall be payable by the Vendee before the handing over the possession of the Said Commercial Plot to the Vendee. The Vendee agrees and undertakes to be liable for any damage caused to any of the road, facilities amenities, common areas and services while constructing on his/her/its/ their Commercial Plot and agrees to either repair the damage caused to the full satisfaction of the Vendors or pay for any damage caused to the road, facilities amenities, common areas and services. In the event the Vendee fails to repair the damage caused to the full satisfaction of the Vendors or pay for the damage caused to the road, facilities amenities, common areas and services, then the Vendors shall be entitled to recover a sum equivalent to the expenditure incurred for repair of the damage caused out of the Security Deposit made by the Vendee. The Security Deposit, after making adjustment towards the cost of restoring the road, common area, facilities, amenities and services to its original condition, if any, shall be refunded without any interest thereon, to the Vendee, only when the Vendee has obtained Occupation Certificate of the building constructed on the Said Commercial Plot. Further, in case the Vendee does not engages a contractor out of the enlisted contractors then and in order to ensure that the contractor does not damage or cause damage to the road, facilities amenities, common areas and services then the contractor shall be liable to pay an amount equivalent to 3% of the Consideration of the Said Commercial Plot to the Vendors as Security Deposit towards security. The contractor shall be liable for repairing any damage caused to the road, facilities

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amenities, common areas and services to the full satisfaction of the Vendors. In the event, the Contractor fails to repair the damage to the full satisfaction of the Vendor or fails to pay for or make good the damage caused to the road, facilities amenities, common areas and services, then the Vendors shall be entitled to deduct and recover the same out of the Security Deposit paid by the contractor. The Security Deposit, after making adjustment towards the cost of restoring the road, common area, facilities, amenities and services to its original condition, if any, shall be refunded without any interest thereon, to the contractor only when the Vendee has obtained occupation certificate of the building constructed on the Said Commercial Plot. In the event, the cost of above mentioned repairs and restoration out run the corpus of the Security Deposit or there is a shortfall in the corpus of the Security Deposit, the Vendee or the Contractor, as the case may be, undertakes to pay the additional cost / or the shortfall in the corpus of the Security Deposit on demand from the Vendor without any demur and protest.

11. That the Vendors are full-fledged and lawful owner of the Said Commercial Plot and are fully competent and entitled to execute and get registered this Conveyance Deed in favour of the Vendee. The Vendors assure the Vendee that the title of the Vendors in the Said Commercial Plot is free from all types of encumbrances, acquisition proceedings, charges, taxes, liens, restraint orders, attachment etc. and the Vendors hold unimpeachable and marketable title and power to convey, transfer, alienate and sell the same and there is no legal impediment or restraint of any nature whatsoever for the sale and transfer of the Said Commercial Plot to the Vendee. Accordingly, this Conveyance Deed is being executed by the Vendors to transfer and convey absolute title in respect of the Said Commercial Plot in favour of the Vendee.
12. The Vendee has paid the pro-rata share of external development charges (“**EDC**”), State Infrastructure Development Charges (“**SIDC**”) or any other development cost or charges, as applicable till date, as part of the total price of the Said Commercial Plot. The Vendee further agrees and undertakes to pay any increase in / levy of EDC/SIDC or any other development cost or charge, *(by whatever name called or in whatever form including with retrospective effect)* on pro-rata basis directly to the government. If, however, the Vendors are required or compelled to pay such increase of such charges or costs to the government agencies, then the Vendee agrees and undertakes to reimburse the same to the Vendors. The pro-rata share of the Vendee as determined by the Vendors shall be final and binding on the Vendee. In the event of such charges remaining unpaid, the same shall be treated as unpaid Total Price till the time such charges are paid. The Vendors shall also have the right to take legal course and to charge interest on the same for the period of delay.
13. The Vendee confirms and undertakes that the Vendee shall be liable to pay all government rates, tax on land, municipal tax, property tax,

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goods and services tax, wealth tax, taxes and cesses, fees or levies of all and any kind by whatever name called, whether levied or leviable, now or in future, by the government, municipal authority or any other government or regulatory authority on the Said Commercial Plot/ Said Project, as the case may be, as shall be assessable or applicable from the date of booking. The Vendee further agrees that if the Said Commercial Plot is not assessed separately, then the Vendee shall pay the same on pro-rata basis, as is/ shall be determined and demanded by the Vendors and the same shall be final and binding on the Vendee. If the Said Commercial Plot is assessed separately, the Vendee shall pay the same directly to the competent authority on demand being raised by the competent authority towards the same.

14. That the actual, physical, vacant possession of the Said Commercial Plot has been taken over by the Vendee after having inspected and fully satisfied himself / herself / themselves / itself. The Vendee further confirms that before taking over physical possession of the Said Commercial Plot the Vendee has inspected/checked and verified all material aspects and has no complaints / claims in this regard including but not limited to Area of the Said Commercial Plot. Further, the Vendee confirms and agrees that he / she / they / it shall not claim any compensation or withhold the payment of any charges on the ground that the infrastructure required in the Said Project is not yet complete, and/or on any other ground whatsoever. It is further confirmed by the Vendee that sums payable towards compensation/ charges/ penalty/ interest/ etc. for delay in completion of the Said Project, if any, stands condoned and consequentially no claim shall arise on the Vendors.
15. In order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures, the Vendors have handed over the maintenance of the Said Project to _____ (**"Maintenance Agency"**). The Vendee acknowledges and confirms to abide by the terms and conditions of the maintenance agreement which shall be executed between the Developer, Vendee and the Maintenance Agency and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Vendee assures and undertakes to pay the total maintenance charges as shall be determined by the Maintenance Agency in terms of the said maintenance agreement. The maintenance charges shall become payable from _____. The Vendee confirms and acknowledges that the maintenance charges and the maintenance services are more elaborately described in the maintenance agreement.
16. That the Vendee shall not use the Said Commercial Plot or permit the same to be used for any purpose other than commercial or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of commercial plots or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the Said Commercial Plot which may tend to cause damage to any commercial plot adjacent to the Said Commercial Plot or anywhere in the Said Project or in any manner interfere with the use thereof or of spaces or

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amenities available for common use. The use of the Said Commercial Plot is strictly meant for the use as commercial. In case the Vendee uses or permits the use of the Said Commercial Plot for any purpose other than the one indicated above, in that event, the Vendors / RWA/ Maintenance Agency shall be entitled to initiate appropriate action against the Vendee including but not limited to cancellation of this Deed and resumption of possession of the Said Commercial Plot. Further, the Vendee or his/her/ their / its agents / assigns shall be solely and fully responsible to pay for all costs, penalty, charges etc. levied by the Competent Authority(ies) and shall keep the Vendors and / or RWA and/or Maintenance Agency fully indemnified and risk free against all costs, charges, expenses, losses or damages and costs which may be incurred or suffered by the Vendors and / or RWA.

17. That the Vendee hereby undertakes to abide by all laws, rules and regulations applicable to the Said Commercial Plot. The Vendee shall sign and execute requisite documents and abide by the rules and bye-laws of the association of commercial plot owners that has been formed in compliance of the provisions of the said Act.
18. That since the share/interest of the Vendee in the Common Areas and Facilities is undivided and cannot be separated, the Vendee shall be obliged to use the Common Areas and Facilities along with other occupants, staff of the RWA etc. without causing any inconvenience or hindrance to them. The Vendee agrees and confirms that he/she/they/it shall not put up any obstruction in the movement of people in the Common Areas and Facilities.
19. That if the Vendee is a non-resident Indian or a foreign national then it shall be the Vendee's responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 ("**RBI Act**"), any rules and / or guidelines made / issued thereunder and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India. The Vendee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and / or any rules or guidelines made thereunder. The Vendee shall indemnify and keep and hold the Vendors and its Directors / employees / associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. In the event of change of the residential status of the Vendee subsequent to the execution of this Deed, they shall immediately intimate the same to the Vendors and
21. comply with necessary formalities, if any, under the applicable laws.

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21. The Vendee shall abide by all laws, bye-laws, rules and regulations of the Government, Local/Municipal Authorities and/or Competent Authority(ies) and / or any other authorities and local bodies and RWA shall attend, answer and be responsible for all such deviations, violations or breaches, of any such conditions or laws, bye-laws, rules and regulations.
22. The Vendee acknowledges and confirms that the Vendors or its agents may at its sole discretion and subject to such government approvals as may be necessary, enter into an arrangement of generating and / or supplying power to the Said Project and any other project which the Vendors may develop in future. In such an eventuality the Vendee fully concurs and confirms that the Vendee shall have no objection to such arrangement for generating and / or supply of power and the Vendee gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Project or to the Said Commercial Plot directly and the Vendee has noted the possibility of it being to the exclusion of power supply from DHBVN / State Electricity Boards (SEBs) / any other source. This arrangement could be provided by the Vendors or its agents directly or through Maintenance Agency or through the respective association of commercial plot owners, if any, within the Said Project / future project to be developed by the Vendors. Further, the Vendors or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Vendors or its agents in its sole discretion from time to time. The said equipment / plant may be located anywhere in or around the Said Project.
23. That the upkeep and maintenance of common areas and facilities are being and shall be discharged by RWA/ Maintenance Agency. The RWA/ Maintenance Agency shall be solely liable and responsible for providing maintenance services to the Said Project. The Vendee has assured the Vendors and the RWA/ Maintenance Agency that the Vendee shall not withhold, refuse or delay the payment of maintenance bills raised by the RWA/ Maintenance Agency for any other reason whatsoever. The Vendee undertakes to pay promptly without any reminders all charges as per the bills raised by the RWA/ Maintenance Agency from time to time. It is specifically agreed to by the Vendee that the Vendee shall be entitled to use the maintenance services including the supply of electricity subject to the timely payment of total maintenance charges and if the Vendee fails to pay the total maintenance charges, then the Vendee agrees that the Vendee shall not be entitled to avail the maintenance services and also not use the

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Common Areas and Facilities. The Vendee shall also be liable to pay to the Vendors such pro-rata charges (*i.e. in proportion to the plot area of the Plot to the total area of all the plots in the Said Project*) as may be determined by the Vendors and/or RWA and/or Maintenance Agency for maintaining various services and facilities in the Said Project. The Vendee undertakes to abide by all the rules/bye-laws framed by the RWA for the Said Project. In order to secure due payment of maintenance bills and other charges raised by the RWA/ Maintenance Agency, the Vendee has deposited and always keep deposited with the Vendors and/or RWA as Interest-Free Maintenance Security (IFMS) such sum(s) as security for the payment of maintenance charges.

- 25 That the Vendee undertakes to regularly pay the maintenance and service charges, as determined by the Maintenance Agency / RWA, which shall look after the maintenance and up-keep of the Said Project including Common Areas and Facilities and/or any part or portion thereof, as the case may be. The Vendee shall pay the maintenance charges to the Maintenance Agency / RWA, (equivalent to an approx. area of _____ Sq. Mtrs. (____ Sq. Yds.) of the Said Commercial Plot as specified in the Maintenance Agreement. If the Vendee fails and/or neglects to pay the maintenance charges, the Vendee or anyone else lawfully claiming through or under the Vendee, shall not be entitled to make use of the Common Areas and Facilities as the regular payment of such maintenance and replacement charges is a condition precedent for using such Common Areas and Facilities. Similarly, if the Vendee commits breach of any of the covenants herein, the Vendee shall have no right to use of such Common Areas and Facilities and services until and unless such breach is rectified and the Maintenance Agency / RWA looking after the maintenance of Common Areas and Facilities and services is 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. Further, the Vendee undertakes to pay the maintenance charges as per bills raised by the said Maintenance Agency / RWA. In order to secure due payment of maintenance bills and other charges raised by the Maintenance Agency / RWA, the Vendee has deposited and always keep deposited with the Vendors and/or Maintenance Agency as Interest-Free Maintenance Security (IFMS) such sum(s) as security for the payment of maintenance charges.
- 26 That if there is any dispute for payment of any charges, whatsoever including but not limited to maintenance charges, water charges, electricity charges, power back up charges, interest and penalty charges on delayed payment etc. the Vendee will first pay the disputed amount and then apply for refund and the Vendors/RWA and/or the Maintenance Agency will look into his/her/its/their submissions and give valid reason for recovery/ appropriation of the said charges or refund the amount, if it has been wrongly claimed.
- 27 That the Vendee shall seek 'No Dues Certificate' from the RWA and/or the Maintenance Agency prior to transfer/sale of the Said Commercial Plot, as permitted under applicable laws, in case the Vendee sells, transfers or otherwise dispose of his / her / their / its rights, title and

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interest in the Said Commercial Plot or the building or any part of the building constructed on the Said Commercial Plot to any third party and in case there remains any arrears due and payable to the RWA/ Maintenance Agency and/or the Vendors, the Vendee undertakes to clear such amounts prior to creating any third-party rights, title or interests in the Said Commercial Plot or in the building constructed thereon. The Vendee hereby agrees and undertakes that in case the Vendee transfers his / her / their / its rights, title and interest in respect of the Said Commercial Plot, in favour of any third party(ies) including successors-in-interest, then in such eventuality the third party(ies) to whom the rights, title and interests are being conveyed by the Vendee shall pay an amount, as may be determined by RWA and/or the Maintenance Agency and/or the Developer, as the case may be, towards mutation charges for the purpose of recording transfer of the Said Commercial Plot in favour of such third party(ies).

That the Vendee hereby agrees and confirms that Vendee shall not hold the Vendors responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of RWA and/or the Maintenance Agency. The RWA and/or the Maintenance Agency shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Vendee. The Vendee hereby expressly discharges the Vendors from the effects of any act, omission, negligence or deficiency in services on the part of the RWA and/or the Maintenance Agency.

That the Vendee has specifically and unambiguously agreed that the sale, transfer and the conveyance of the Said Commercial Plot by the Vendors in favour of the Vendee shall be subject to various restrictions and limitations as mutually agreed upon herein and including but not limited to as mentioned hereinafter:

- (i) The possession, control and management of the common area and facilities belong to the Vendors and/or RWA, as the case may be, till they are mandatorily required to be transferred to Government or Local Authority or Association of Commercial Plot Owners formed under the provisions of the Haryana Registration and Regulation of Societies Act, 2012, as the case may be. The Vendee along with the other owners of the other commercial plots shall be bound by the rules and regulations, policies, manuals as may be framed and enforced by the RWA and / or the Vendors, from time to time in their sole and absolute discretion, for the better enjoyment and maintenance of the Said Commercial Plot.
- (ii) The Vendee hereby agrees and confirms that Vendee shall not create any encroachments, blockages, obstructions, elevations or constructions in the Common Areas and Facilities and spaces including but not limited to area immediately falling outside the Said Commercial Plot, and shall indemnify and hold harmless the Vendors / RWA / Maintenance Agency from any losses and damages that may

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be suffered or incurred by the Vendors for any of the acts of omissions and/or commissions of the Vendee in this regard.

- (iii) The Vendee shall not have any right to interfere in any manner with the booking, allotment, sale, management or resale in due course of any commercial plots which has not been handed over to RWA as is required/permissible by DGTCP and/or any other Competent authority(ies) under the License which are not part of the common areas and facilities for the use of all the plot owner. This clause shall survive the conveyance of the Said Commercial Plot.
- (iv) The Vendee is satisfied that there is no subsisting agreement for sale, except for the said Agreement in respect of the Said Commercial Plot hereby sold to the Vendee and the same has not been transferred in any manner whatsoever, in favor of any other person or persons.
- (v) The Vendee has enquired and is satisfied that there is no notice of default or breach on the part of the Vendors or its predecessor-in-interest of any provision of law in respect of the Said Commercial Plot.
- (vi) The Vendee agrees not to make encroachment or obstructions in Common Areas and Facilities / services or cause hindrance in the use and enjoyment of all Common Areas and Facilities / services of the Said Project or to throw any rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the Said Commercial Plot.
- (vii) The Vendee shall not use the Said Commercial Plot in a manner that may cause nuisance or annoyance to the other commercial plot owners of other commercial plots in the Said Project. The Vendee shall keep indemnified the Vendors against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous material/gas etc. except as permissible under the applicable law in a commercial plot for which the Vendee shall be solely liable and responsible.
- (viii) The Vendee undertakes that the Vendee and / or his / her / their / its agents or assign shall use and occupy the Said Commercial Plot sold for commercial uses as permitted by the Competent Authority(ies) and / or Government of India and /or Government of Haryana and / or District Administration Gurugram (Gurgaon) and / or Municipal Corporation of Gurugram and/ or Gurugram Metropolitan Development Authority and for no other purpose. In the event of any residential usage of the Said Commercial Plot by the Vendee or his / her / their / its agents or assigns, the Vendee shall be solely and fully responsible to pay for all costs, penalty, charges etc. by the Competent Authority(ies) and

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shall keep that the Vendors fully indemnified and risk free against all costs, charges, expenses, losses or damages and costs which may be incurred or suffered to the Vendors.

- (ix) The Vendee shall be solely liable to indemnify and hold harmless the Vendors against any damages, direct or indirect including without limitation to the attorney's fees and court costs incurred by the Vendors as a result of the non-compliance of this undertaking by the Vendee or his / her / their / its agents / assigns.
- 30 That the Vendee shall not be allowed to do any activity which may be objected to by the other commercial plot owners such as playing of high volume music, loudspeaker, dumping of garbage or any activity which spoils the decorum or decency or beauty of the Said Project including but not limited to throwing or dumping of refuse/ garbage which could be subject to fine or penalties as per prevailing laws / bye laws in the Said Project.
- 31 That the obligations undertaken by the Vendee in general and specifically those regarding payment of statutory dues, maintenance charges, water and electricity etc. shall be irrevocable obligations of the Vendee. The said obligations shall always run with the Said Commercial Plot irrespective of the owner of the Said Commercial Plot for the time being and they shall survive the conveyance, sale and transfer of the Said Commercial Plot to the Vendee and be binding on the subsequent transferee(s), successors-in-interest and any person claiming through Vendee or them. The Vendee hereby agrees and undertakes that appropriate recitals to this effect shall be incorporated in the subsequent transfer documents or any document thereby creating any third-party rights, title or interests in the Said Commercial Plot.
- 32 That the Vendee undertakes to follow, observe and perform all the internal guidelines in the form of Do's and Don'ts provided by the RWA/ Maintenance Agency.
- 33 That the Vendee hereby covenants with the Vendors to pay from time to time and at all times the amounts which the Vendee is liable to pay as agreed under this Deed and/or the Agreement and to observe and perform all the covenants and conditions contained in this Deed. The Vendee further shall keep the Vendors and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the covenants and conditions of this Deed 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.
- 34 That the Vendee hereby indemnifies and undertakes to keep the Vendors, their assigns, nominees, RWA, as well as the other plot owners of the Said Project and as the circumstances so warrant, fully indemnified and harmless from and against all the consequences of

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breach by the Vendee of its obligations or any applicable law(s) as may be applicable to the Said Commercial Plot and/or Said Project, as the case may be and as the circumstances so warrant, and/or otherwise and / or for the time being in force as also any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Vendee hereby accepts and acknowledges that this indemnity would cover all acts and omissions on the part of the personnel, representatives and/or any other person claiming under/through the Vendee.

- 35 That the Vendee shall henceforth be fully competent and entitled and shall have absolute right to deal with the Said Commercial Plot in any manner including sale, transfer, gift, lease, mortgage or assignment thereof. However, such sale, lease, transfer, mortgage, assignment etc. shall be subject to terms and conditions in the present Deed and the said Agreement hereinbefore mentioned. Further, Successor(s)-in-interest of the Vendee shall be liable to become a member of registered RWA in place of the Vendee and bound by all the rules, regulations and byelaws etc. of the Said Project.
- 36 That the possession of the Common Areas in the Said Project, shall remain with the Vendors until and till the extent to which the same are transferred / assigned to its nominee including RWA.
- 37 That this Deed is subject to the applicable laws as are applicable to the Said Commercial Plot and/or Said Project.
- 38 That the rights and obligations of the Parties under or arising out of, touching and/or concerning this Deed shall be construed and enforced in accordance with and the applicable laws which shall be the laws of the Republic of India. HRERA Authority for Gurugram at Gurugram, HRERA Appellate Authority for Haryana at Chandigarh, District Courts at Gurugram (Gurgaon), Haryana and/or Hon'ble Punjab and Haryana High Court at Chandigarh, to the exclusion of all other courts in India shall alone have exclusive jurisdiction in all matters arising out of, touching and/or concerning this Deed regardless of the place of execution or subject matter of this Deed.
- 39 **General and Miscellaneous:**
- a) That the Vendee acknowledges and agrees that he / she / it / they shall continue to remain bound by such terms and conditions of the Agreement, executed between the Vendee/ predecessor-in-interest of Vendee and the Vendors, attach to the Said Commercial Plot and shall survive this conveyance within the meaning of section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the Agreement shall be deemed to be incorporated in this Deed by reference and as such form part of this Deed. That all the terms and conditions of the Agreement in respect of the Said Commercial Plot shall be deemed to have been incorporated in this Deed save and except those of the terms and conditions of the Agreement which are at variance with the terms and conditions

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contained in this Deed in which case same terms and conditions contained herein shall prevail.

- b) That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in this Deed in respect of the Said Commercial Plot, shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent vendees/assignees/transferees of the Said Commercial Plot, as the said obligations go along with the Said Commercial Plot for all intents and purposes irrespective of the fact whether the terms and conditions of this Deed have been made a part and parcel of the subsequent documentation done regarding the lease, license, transfer, assignment etc.
- c) That this Deed is subject to all the applicable law(s) and /or, rules, regulations, notifications, directives as may be applicable to the Said Commercial Plot, Said Project. The Vendee has undertaken that henceforth it shall be solely, liable, responsible and accountable for violations, if any, of provisions of applicable law(s), rules, regulations or directions issued by any Competent Authority(ies) including but without limitation judicial / quasi-judicial authorities in respect of Said Commercial Plot which is subject matter of this Deed. The Vendee undertakes to indemnify the Vendors and their respective agents and representatives, Persons claiming through / under the Vendors in respect of any liability or penalty imposed in respect of the Said Commercial Plot being hereby sold and conveyed by way of this Deed.
- d) That the Vendee confirm that he / she / they / it have understood each and every clause/covenant of this Deed and his / her / their / its legal implications thereon and have also clearly understood his / her / its / their obligations and liabilities and the Vendors obligations and limitations as set forth in the Deed. That the Vendee shall keep the Vendors and their respective agents and representatives, Persons claiming through / under the Vendors; their respective estate and effects, indemnified and harmless against any loss or damages that the Vendors or such Persons may suffer as a result of non-observance or non-performance of the covenants and conditions in the Deed.
- e) That the failure on the part of the Vendors in general and the Developer in particular, to enforce at any time or for any time or for any period of time, any of the provisions, singly or collectively, hereof shall not be construed to be waiver of any provision(s) or of the right(s) thereafter to enforce each and every provision.
- f) If any provision or part thereof of this Deed is determined to be void or unenforceable under applicable law(s), such provision or such part thereof shall be deemed amended or deleted insofar as reasonably inconsistent with the

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purpose of this Deed and to the extent necessary to conform to applicable law(s) and the remaining unaffected part of such provision and all other provisions of the Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

- g) With effect from the date of taking possession of the Said Commercial Plot in terms of the Agreement, the Vendee agrees to indemnify and to keep the Vendors in general and the Developer in particular and their assignees, nominees, their officers/employees as well as the other commercial plot owners of the Said Project fully indemnified, saved and harmless from and against all the consequences of breach by the Vendee of any applicable law(s) for the time being in force and/or the stipulations applicable to the Vendee and/or the Said Commercial Plot hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted and/or incurred by any of them on account of any of the foregoing. The Vendee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the occupants, representatives and/or any other person claiming under the Vendee.
- h) Each Party hereto has obtained requisite independent professional advice before proceeding further to execute this Deed.
- i) The Recitals of this Deed and representations therein along with the Schedules and Annexures to this Deed shall form an integral part of this Deed and shall be read as necessary terms and conditions of this Deed.
- j) That in case there are joint Vendees, all communications shall be sent to the Vendee whose name appears first and at the address given by him which shall for all purposes be considered as served on all the Vendees and no separate communication shall be necessary to be sent to the other named vendee(s).
- k) 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.
- l) That all stamp duty, registration charges and other incidental and legal expenses thereto have been borne and paid by the Vendee. The Vendee shall also be liable for due compliance of the provisions of Stamp Duty Act, 1899 as applicable to the State of Haryana. Any deficiency in the stamp duty as may be determined by the Sub-Registrar of Assurances / any Competent Authority(ies) along with the consequent penalties / deficiencies as may be levied in respect of the Said Commercial Plot conveyed by this Deed shall be borne and paid by the Vendee exclusively. Further, the Vendee has also agreed that if there is any

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additional levy on the Stamp Duty, as a consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be payable by the Vendee. In any event, the Vendors shall have no liability in terms of the deficiency of stamp duty or any other provision of applicable laws. The Vendors shall not in any manner be liable for the same and accepts no responsibility or liability in this regard and that the Vendee shall keep the Vendors indemnified in this regard.

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Schedule – I

THE SAID COMMERCIAL PLOT REFERRED TO ABOVE

ALL THAT **Plot** no. _____ in the said Project having Plot area of _____ **Sq. Mtrs. (_____Sq. Yds.)**. There is no construction of any type on above mentioned plot. The above mentioned plot bounded as under:

At or towards the NORTH :

At or towards the SOUTH :

At or towards the EAST :

At or towards the WEST :

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Land Owner

IN WITNESS WHEREOF the parties hereto have hereunto 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 VENDORS

For **EMAAR INDIA LIMITED**,
(Formerly known as Emaar MGF Land Limited)

Through Authorized Signatory

For Land Owners:

Tacery Builders Private Limited,
Bailiwick Builders Private Limited,
Logical Estates Private Limited,
Sharyans Buildcon Private Limited

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED VENDEE

Vendee(s)

IN WITNESS WHEREOF:

Witness No. 1	Witness No. 2
Signature:	Signature:
Name:	Name:
Son of / Daughter of / Wife of :	Son of / Daughter of / Wife of :
Address:	Address:
Occupation:	Occupation:
I.D. No.:	I.D. No.:

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S. No.	Annexures to the Conveyance Deed	Page numbers
I.	Layout Details	
II.	Layout Plan	

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