

CONVEYANCE DEED

Type of Deed : Conveyance Deed
SCO Plot No. : -----
Project Name : Wal Street 88A, Sector-88A, Village-
Harsaru, Tehsil- Harsaru, Distt.- GGN
Type of Property : Commercial
Area : -----Sq. Yd. / -----Sq. mt.
Transaction Value : Rs. -----/-
Stamp Duty : Rs. -----/-
Stamp Certificate No./Date : -----/-

THIS CONVEYANCE DEED is made and executed at Gurugram, Haryana, on this _____ day of _____ 20__

BY

M/s Walton Builders LLP, (LLPIN-ABB2502) an LLP incorporated under the LLP Act, 2008, having its registered office at Tower-1, C1-2701, M3M IFC, Sec-66, Gurugram, Haryana-122001, acting through its duly constituted and authorized signatory, _____, (Aadhar No. _____) vide board resolution dated _____, hereinafter referred to as the “VENDOR/PROMOTER” which expression unless repugnant to the subject or context shall mean and include its successors-in-interest, nominees, assigns and all those claiming through it.

IN FAVOUR OF

Mr./Mrs./Ms. _____ S/o/W/o/D/o Mr. _____ R/o _____
hereinafter referred to as the “VENDEE”, which expression shall unless repugnant to the subject or the context, mean and include her/his/their legal heirs,

successors-in-interest, nominees, assigns and all those claiming through him/herself/them.

The Vendor and Vendee shall Hereinafter Collectively be referred to as the "Parties" and Individually as a "Party"

Capitalized terms used herein in this deed but not defined shall have the same meaning as ascribed to them in the Agreement For Sale (defined hereinafter) executed between the parties.

WHEREAS The Vendor is owner in possession of land comprised in Khewat no. 878 Khata no. 933, Rect. no. 42, Killa no. 10/1(5-7), 9/1(6-7), 8/1 Min West(5-2), total field 3, total area measuring 16 Kanal 16 Marla (2.10 Acres) Salam share, situated in the revenue estate of Village – Harsaru, Sector-88-A, Sub-Tehsil Harsaru, Distt. Gurugram, Haryana (hereinafter referred to as the "Project Land", which is detailed in 'Schedule- 1'), vide registered sale deed bearing registration No. 3810 dated 10.08.2023 registered at the office of Sub-Registrar Harsaru, Distt. Gurugram. The extent of the Project Land may be modified by way of addition/ deletion of land parcels forming part of the Project Land in future including but not limited to addition of land parcels in the Project Land for granting passage/ entry/ exit in the Plotted Commercial Colony and to the extent as may be acquired/ required/ desired pursuant/ consequent to any directions/ approvals by the Director General, Town and Country Planning, Haryana ("DGTCP") (formerly known as Director, Town and Country Planning ("DTCP")) or any other Government Authority(ies);

AND WHEREAS the Director General Town & Country Planning, Haryana, Chandigarh (DGTCP) has granted the License No-157 of 2024 (herein after to be referred as "said License") and approval of Standard Designs memo no. ZP-2047/JD(RA)/2025/4303 dated 31/01/2025 for the project land.

AND WHEREAS the VENDOR/PROMOTER was fully entitled to develop the aforesaid colony/project commercial Plots(SCO Plots) and services in accordance with the demarcation-cum-layout plan and zoning plan as approved by the Director General, Town & Country Planning Department, Govt. of Haryana, Chandigarh:

AND WHEREAS the VENDOR/PROMOTER got the plans approved from the appropriate authority for the development of the said land into a plotted colony named and styled as "WAL STREET 88A" situated at Sector -88A, Village-Harsaru, Tehsil-Harsaru, Distt-Gurugram., Haryana and is hereafter referred as the "said project". The VENDOR/PROMOTER has obtained approval of the layout plan vide memo no.DRG No. DTCP. 10618 dated: - 20/11/2024 and/or any requisite approval for the Project i.e. Standard Design vide drawing no. DGTCP-10836 (i to vi), from the Office of Director, Town and Country Planning, Haryana. The VENDEE agreed and undertaken that it shall not make any changes to these approved building plans etc...

AND WHEREAS the VENDOR/PROMOTER got registration of the said Project under the Provision of Real Estate (Regulation and Development) Act, 2016 and rules made their under with the Haryana State Real Estate Regulatory Authority) at Gurugram on vide registration No. --..... and also got the Completion Certificate/Part Completion Certificate of the said Project No _____ on _____ Annexed as Annexure-A.

AND WHEREAS the VENDEE has verified from the VENDOR/ concerned authorities that the said Project has been developed after grant of all necessary permission and approvals of the concerned authorities and in accordance therewith and have allowed the VENDEE inspection of the said Project, SCO Plot for commercial usage etc., zoning plans, no-objection certificates from various departments including but not limited to forest department Fire Department and the Completion Certificate/Part Completion Certificate from Municipal Committee Gurugram/concerned authority, Gurugram(as applicable), the Sale Deeds/title deeds by virtue of which the VENDORS became the owners of the said land, and notwithstanding anything to the contrary stated and represented herein or elsewhere, the VENDEE is fully satisfied with regard to the right, title, competency and authority of the CO-OWNERS/VENDORS and VENDOR/PROMOTER to enter into this deed/transaction.

AND WHEREAS the VENDOR/PROMOTER/VENDORS had nominated the VENDEE herein as the purchaser in respect of a SCO Plot bearing No _____ in the said Project WAL STREET 88A, situated in Sector 88A, Gurugram together with the right to use the open area, common areas and common amenities and facilities to be provided in the said Project “WAL STREET 88A” alongwith all manner of rights, privileges, easements, advantages, appendages and appurtenances whatsoever to the said Plot, (hereinafter referred to as the “said Plot”) and the VENDOR /PROMOTER hereby agree to accept the VENDEE herein as the purchaser of the said Plot for commercial usage and the VENDORS hereby agrees to execute and register this conveyance deed in favor of the VENDEE and vest the title thereof.

AND WHEREAS the VENDOR/PROMOTER herein agrees that all payments have been made by the VENDEE in respect of the cost of the said Plot.

AND WHEREAS now this Conveyance Deed is being executed by the VENDOR in favour of the VENDEE and is executing the same as confirming party on the following terms & conditions:

NOW THIS CONVEYANCE DEED WITNESSETH AS FOLLOWS:

1. In consideration for a sum of Rs. _____/-(Rupees _____Only) already paid by the VENDEE, the VENDOR hereby sell, transfer and convey the said Plot bearing No._____, in the said Project WAL STREET 88A, situated in Sector 88A , Gurugram together with the right to use the open area, common areas and common amenities and facilities subject to the terms and conditions contained herein and to the applicable laws, Rules and Regulations of the Owners Association and all rights, privileges, easements, advantages, appendages and appurtenances whatsoever to the said Plot and to hold, possess and enjoy the said Plot, free

from all encumbrances, charges, liens, lispendens, attachments, whatsoever or howsoever.

2. The **VENDOR/PROMOTER** hereby confirm the receipt of the total sale consideration in respect of the said Plot and that there is nothing due from the **VENDEE** towards the sale consideration in respect of the said Plot.
3. That the possession of the said Plot has been handed over by the **VENDOR/PROMOTER** and the **VENDEE** has taken over the possession of the same to his entire satisfaction.
4. That the **VENDOR/PROMOTER** hereby assure, represent and covenant with the **VENDEE** that the said Plot is free from all encumbrances, charges, liens, lispendens, attachments, trusts, prior agreements, whatsoever or howsoever and that there is no order of attachment by the Income Tax Authorities or any other authority under any law for the time being in force nor any notice of acquisition or requisition has been received in respect of the said Plot and the **VENDOR/PROMOTER** are absolutely and fully entitled to convey and vest the title of the said Plot in favor of the **VENDEE**.
5. That the **VENDEE** has taken over the photocopies of all the relevant documents relating to the said Plot including the photocopies of original Title Deeds to the **VENDEE** duly attested by the **VENDORS** and the **VENDOR/PROMOTER**.
6. That the **VENDOR** hereby assures, represent and covenant with the **VENDEE** as follows: -
 - a) That the **VENDEE** shall be entitled to the following rights in common with other occupants/owners of other Plots in the said Project, which shall be subject to rules and regulations made by the **VENDOR/PROMOTER** and/or **OWNERS ASSOCIATION** and/or the Maintenance Agency appointed by the **VENDOR/PROMOTER**: -
 - b) Common right and liabilities for the **VENDEE** and all persons authorized or permitted by him, for all lawful purposes to use the corridors, lobbies, staircases, stairways, fire escapes, entrances and exits of the said Project subject to regular payment of maintenance charges.
 - c) The general all apparatus and installation existing for common use subject to payment of maintenance charges.
 - d) The common right to use the firefighting system, glazing system and all other parts of the said project necessary or convenient for the use of the **VENDEE** subject to payment of maintenance charges.
 - e) That notwithstanding anything contained herein or elsewhere, it has been clearly understood and agreed by and between the parties, that the maintenance of common areas/facilities, supervision and services to the said project shall be undertaken and handled by a Maintenance Agency appointed by the **VENDOR/PROMOTER** and/or Condominium Association

formed by the Plot Owners of the said project (herein before and after referred to as **“the Association”**) to which the VENDEE undertakes to become a member. The VENDEE hereby gives its consent to execute such maintenance agreement, as approved by the VENDOR/PROMOTER/maintenance agency and/or the Association, or any modifications thereof. The proportionate monthly charges by whatever names called shall be applicable to all the Plots in the said project irrespective of the fact whether the said plot is locked or not in use and borne & paid by the VENDEE and/or the purchasers/ occupants of individual plots of area, as may be fixed/applicable from time to time. That the VENDEE shall be entitled to use all common passages and common facilities in connection with the use and occupation of the said plot, subject to the payment of such charges, which may be levied from time to time by the Maintenance Agency / Association to be appointed by the VENDOR/PROMOTER.

7. The VENDEE has agreed that the sale shall be subject to various restrictions, limitations etc. as stated hereinafter. The parties have mutually agreed that:
- The VENDEE shall not object to any construction taking place in the said project by the VENDOR/PROMOTER, which if done shall be the exclusive property of the VENDOR/PROMOTER.
 - The entire plot, the superstructure constructed thereon and infrastructural facilities provided therein shall belong to and remain under the possession, control and management of the VENDOR/PROMOTER or the Association and/or the Maintenance Agency (nominated or appointed by the VENDOR/PROMOTER or the Association) and the owner/occupants of individual Plots/ portions/spaces shall be bound by the rules and regulations made by the Association and/or Maintenance Agency for the better enjoyment of the said project and a separate Maintenance Agreement shall be executed between the VENDEE and the VENDOR/PROMOTER and/or the Maintenance Agency and/or the Association in this regard. The said Maintenance Agreement shall, inter-alia, exhaustively define the scope of maintenance of various services and facilities and the charges payable by the VENDEE in respect thereof and shall be fully binding upon the VENDEE. The Maintenance Agreement shall be read as part of this Deed.
 - Save and except as stipulated herein, the VENDEE shall have no claim, right, title or interest of any nature or kind over or in respect of all or any open spaces, common areas/equipment, infra-structure, However, the VENDEE shall have the right to enjoy the benefits of the open spaces, common areas/ facilities/ equipment/ infrastructure for the use by the VENDEE or its tenants subject to the terms of this Agreement.
 - To use the said Plot for permitted/lawful purposes only and not to carry on or permit to be carried on the said Plot or in any part thereof any activities which shall be or are likely to be in contravention to the statutory bye laws, rules and regulation, or unlawful, obnoxious or of nuisance, annoyance or disturbance to other occupants of the said Project or store any goods of hazardous or combustible nature or which are heavy so as to affect the construction or the

structure of the said Project or any part thereof or in any manner interfere for common use.

- At the time of renovating, refurnishing, decoration, installing any equipment, furniture, machinery, partition, false ceiling etc. as also for using said Plot, full regard shall be given by the VENDEE (or its nominee/tenant) to fire safety laws, Rules & Procedure applicable to said project in letter & spirit.
- The VENDEE (or their nominee/tenants) shall be bound to undertake any such job, take the necessary permission and approvals from the fire department and other concerned authorities/department, if so required.
- That the VENDEE undertakes not to object or in any manner disrupt holding of any activity, promotional or otherwise, and/or sales and/or any other activity in the common areas as may be desired by the VENDOR/PROMOTER for which purpose they may also charge money or lease out the common areas with only one limitation that the entry to the VENDEE'S Plot shall at no point of time be obstructed and beyond which the VENDEE shall under no circumstances raise any objection.
- The PROMOTER and/or the Association and/or the Maintenance Agency shall have the right to insure and keep insured the structure of the project against such risks as the Association/ PROMOTER/ Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the VENDEE in proportion to the area of said Plot purchased by him vis-à-vis the premium payable by the PROMOTER / Association / Maintenance Agency for the said project. The contents, fixtures and fittings installed in the said Plot shall, however, be got insured by the VENDEE/occupier at its own cost.
- The said Project shall be known as "WAL STREET 88A " and shall never be changed by the VENDEE and/or jointly by the VENDEE/ Owner of other Plots in the said Project.
- The VENDEE shall not let, sub-let, underlet, assign, lease, transfer, part with or in any way encumber the said Plot till all dues of whatsoever nature owing to the VENDOR/PROMOTER/ Association/Maintenance Agency and/or payable hereunder are fully paid up before any of the above right is exercised and the VENDEE obtains a no-dues certificate from the PROMOTER/VENDOR / Association / Maintenance Agency for this purpose, which no-dues certificate shall not be unreasonably withheld.
- Nothing, contained in these presents shall, however, be construed to confer upon the VENDEE the rights, title or interest to grant lease, demise or assignment in the said plot or in the rest of the said Project except the said Plot.
- All the transferees of the VENDEE'S interest (all those claiming through the VENDEE) in the said Plot hereby being sold shall always be bound by the terms and conditions of this Deed.
- If the VENDEE defaults in making payment of the amounts due and payable as above its share of proportionate charges of the maintenance charges, its share

of proportionate charges for the sinking fund to provide for replacements in the said Project, then the Association/Maintenance Agency/ VENDOR /PROMOTER shall, after giving 10 (ten) working days' notice, be entitled to lock-up/stop/ disconnect/discontinue any or all the facilities/ services to the said Plot, till such time that all the above dues are paid in full. This right of the VENDOR/PROMOTER/ Maintenance Agency / Association shall be apart from the right to recover the charges with minimum interest @ 24% P.A. from the VENDEE and/or from the occupier of the said Plot from out of the rent payable to the VENDEE through the process of Court or otherwise. Besides the VENDEE undertakes to pay caution money/security deposit for payment of common outgoing/maintenance charges/sinking fund charges. Such deposit/money will not bear any interest.

- That if, there is any additional levy, rate or charge of any kind attributable to the said Plot as a consequence of Government, Statutory or any other Local Authority orders, the same, if applicable, shall also be paid by the VENDEE on pro-rata basis.
- That at present the fire safety measures at the said Project have been provided as per the existing Fire Safety Code/ Regulations. If, however, due to any subsequent legislation, government regulation, order or directive or guidelines, or if deemed necessary by the VENDOR/PROMOTER, any further fire safety measures are to be undertaken due to additional requirement imposed by the concerned authorities or for the better and/or more purposeful enjoyment of the said Project, proportionate additional cost in respect thereof shall also be payable on demand by the VENDEE.
- That the said Plot is a part of the said Project. It is in the interest of the VENDEE, occupants, owners of different spaces/plots in the said Project that the entry to the said Project be regulated and some safeguard be provided to prevent entry of unauthorized person(s) in the said Project, including the common areas and to give an effective hand to the VENDOR/PROMOTER and/or the Association and/or the Maintenance Agency to deal with such unlawful entrants/loiters/peddlers, etc. and also to enable the VENDOR/PROMOTER and/or the Maintenance Agency appointed by the VENDOR/PROMOTER and/or Association in particular and the VENDEE and/or occupants/owners of the various spaces in general, to deal more effectively with the security of the said Project and maintenance of order therein. For this purpose, the VENDEE agrees that the Association or VENDOR/PROMOTER or the maintenance agency appointed by the VENDOR/PROMOTER and/or by the Association shall be free to restrict the entry at the outer gate itself. In case of insistence, the security staff will be at liberty to call upon the VENDEE/Occupants'/ lawful owners to the gate and personally escort the person(s) from the gate to its said Plot and assume the responsibility of escorting them out as well. It is, however, clarified that during working hours, this restriction will be exercised only sparingly but beyond working hours it will be exercised generally. The provision of this clause will not cause any liability of any kind upon the VENDOR/PROMOTER and/or the Association or the maintenance agency.
- That it is expressly understood that the internal security of the said Plot including construction thereon and the men/materials kept therein and their

safety shall be the sole responsibility of the VENDEE, and the VENDOR/PROMOTER / Association / Maintenance Agency shall in no way be concerned or liable for the same.

8. That the VENDEE shall strictly abide by the term and conditions of the maintenance and any unpaid maintenance shall form first charge on the said Plot.
9. That the VENDEE shall abide by the bye-laws of the Condominium Association and that the VENDEE hereby undertakes NOT TO:
 - a) Use the said Plot or permit the same to be used for any purpose other than the purpose sanctioned by the authorities concerned or use for any purpose, which may or is likely to cause nuisance or annoyance to the occupiers/ owners of the other portions/spaces/plots of the said Project.
 - b) Use the said Plot for any illegal or immoral purposes.
 - c) Store in the said Plot any goods of hazardous or combustible nature.
 - d) Do or suffer anything to be done in or about the said plot which tend to cause damage to any adjacent to the said Plot or in any manner interfere with the use thereof or of spaces/portions, passages or amenities available for common use, or in any way affect the environment of common facilities like lights, roads etc.
 - e) Make any encroachment or obstructions in common areas/ facilities/services or cause hindrance in the use and enjoyment of any or all-common areas/facilities services/communication areas of the said Project.
 - f) Make noise pollution by use of loud-speakers or otherwise and/or throw away or accumulate rubbish, dust, rages, garbage or refuse anywhere save and except at areas/places specifically earmarked for the purpose in the said Project.
 - g) Use the common parts of the said project by keeping/chaining pets dog, birds or for storage of articles, motor cycles etc. and not to block the common areas/parts of the said Project in any manner whatsoever.
 - h) Keep the battery, invertors/petro kerosene generators, flowers vessels, air conditioners/ coolers etc. either in the common area, or the entrance or road or parking places etc.
 - i) Use the said Plot for any activity residential or otherwise, except for purposes only.
 - j) That the VENDEE shall comply with and carry out from time to time in respect of the said plot all the requirements, requisitions, demands and repairs which are required to be complied with by the Director, Town and Country Planning, Chandigarh, Haryana Urban Development Authority, Municipal Authority, Government or any other competent authority/local bodies in

respect of the said plot and the said Project and land (s) on which the said Project is standing at his own cost and keep the PROMOTER indemnified regarding the same.

10. That the proprietary rights of all the common areas including the roads, common passages, capital equipment's like, generators, boring pumps, parking place, motor rooms etc. (as the case may be). are vested in the VENDOR/PROMOTER or Association and shall be governed by the rules made from time to time for proper maintenance thereof.
11. That the VENDEE agrees and binds himself to pay maintenance charges regularly on demand directly to the Maintenance Agency as appointed, as presently applicable and applicable from time to time towards maintenance charges and preservation of said Project, operation of common services and management of common areas and facilities and service charges such as cost of, lighting and of common passages, common security arrangements, firefighting equipment, capital replacement funds etc. as stated in the Maintenance agreement.
12. That the VENDEE agrees and binds himself to pay for water and power consumed in the said Plot as per the meter installed or billed by the Maintenance Agency.
13. That in case any provision of this Deed shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted in so far as reasonably consistent with the purpose of this deed and to the extent necessary to conform to applicable law and the remaining provisions of this Sale Deed shall remain valid and enforceable in accordance with their terms and tenure.
14. That subject to the terms and conditions of this deed the VENDEE will be entitled to sell, transfer, assign, or otherwise deal with any of its right, title and interest under this Deed after obtaining written approval of the Association/ VENDOR/PROMOTER/ Maintenance Agency.
15. That the VENDEE can get the said Plot transferred and mutated in its own name as owner in the Revenue Records or of any other concerned authority on the basis of this Deed or its true copy without any further Act or consent of the VENDOR /PROMOTER.
16. The stamp duty and the registration fee etc. on this Deed has to be borne by the VENDEE.
17. That notwithstanding anything contained in this Deed and its execution by the VENDOR/PROMOTER pursuant to the said Agreement in favor of the VENDEE, the parties hereto agree and understand the terms and conditions of this Deed. Provided further that the VENDEE has verified from the VENDOR/ PROMOTER concerned authorities and VENDOR/ PROMOTER have allowed the VENDEE inspection of the said plot, plans, no-objection certificates from Fire Department, and the Completion Certificate/Part completion certificate from Municipal Committee, Gurugram/concerned authority, the aforesaid sale

deeds, collaboration agreements and notwithstanding anything to the contrary stated and represented herein or elsewhere the VENDEE is satisfied with regard to the right, title, competency and authority of the VENDORS/PROMOTER to enter into this agreement/deed/ transaction.

18. That recitals and annexure to this deed shall form integral part of this Deed.
19. That the VENDEE undertakes to abide by the provisions of all the applicable Acts, rules and regulations.

SCHEDULE OF SAID PLOT

All that piece and parcel of commercial Plot known as SCO Plot no___, measuring ___sq meter/_____sq yd, in the project “WAL STREET 88A situated at Sector 88A, VILLAGE-HARSARU, Gurugram, Haryana and as bounded as under & the layout plan enclosed herewith alongwith completion certificate/part completion certificate of the Project.

THE SAID PLOT REFERRED TO ABOVE, IS BOUNDED AS UNDER:

North : _____
South : _____
East : _____
West : _____

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands in this Deed, on the day, month and year first above written.

WITNESS;

(Authorized signatory)

1. _____
VENDOR/PROMOTER
2. _____

For and on behalf of the

For and on behalf of the VENDEE(S)

Drafted by-_____

Completion certificate/Part Completion certificate -Annexure A

