

CONVEYANCE DEED

Property No. : Plot No.
Project :
Type of Deed : Conveyance Deed
Type of Property : Industrial
Area : sq. mtrs.
Value : Rs.....Rupees.....only)
Stamp Duty : Rs.....(Rupees only)
E-Stamp No. and date

THIS deed of conveyance ("**Conveyance Deed**") is made and executed at _____ on _____ this day of _____, 2025.

BY

M/s Signatureglobal (India) Limited | (CIN No. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, Central Delhi, New Delhi, Delhi, India - 110001 and its corporate office at Unit No. 101, Ground Floor, Tower – A, Signature Tower, South City - 1, Gurugram, Haryana - 122001 (PAN - _____), represented by its authorized signatory Mr. _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter referred to as the "**Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

In Favour of

[If the Vendee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized

(Aadhar No.____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Vendee is a Partnership]

____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at____, (PAN____), represented by its authorized partner,____, (Aadhar No.____) authorized vide____, hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of

the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Vendee is an Individual]

Mr./Ms.____, (Aadhar no.____) son/daughter of____, aged about____, residing at____, (PAN____), hereinafter called the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Vendee is a HUF]

Mr.____, (Aadhar no.____) son of____ aged about____ for self and as the Karta of the Hindu Joint Mitakshara Family known as____ HUF, having its place of business/residence at____, (PAN____), hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

The Vendor and the Vendee are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS:

1. M/s Sungold Heights and Developers LLP (hereinafter referred to as “**Landowner**”) is the absolute and lawful owner of land admeasuring 150.9013 acres situated at Village Sidhrawali, in Tehsil Manesar & District Gurugram,

Haryana (hereinafter referred to as “**Total Land**”);

2. That the Director, Town and Country Planning, Haryana, Chandigarh (“**DTCP**”) has granted License bearing No. 104 of 2024 dated 1.08.2024 (“**Primary Licence**”), for an area admeasuring 5,24,700 (approx.) sq.mts. or **129.65625 acres** under Haryana Development & Regulation of Urban Areas Act, 1975 and the Rules 1976, for development of an Industrial Plotted Colony (hereinafter referred to as the “**Plotted Colony**”) by the Director, Town and Country Planning, Haryana, Chandigarh (“**DTCP**”) under Haryana Development & Regulation of Urban Areas Act, 1975 and the Rules 1976.

3. That the Developer had entered into several Collaboration Agreements with the Landowner i.e. (i) Collaboration Agreement duly registered as document no. 12489 dated 25.03.2022 and subsequent addendum to the Collaboration Agreement dated 05.06.2024 bearing Registration no. 2587, followed by power of attorney bearing document no. 219 dated 25-03-2022 followed by addendum to power of attorney bearing document no. 43 dated 05-06-2024, (ii) Collaboration Agreement duly registered as document no. 4733 dated 03.08.2023, subsequent addendum to the Collaboration Agreement dated 05.06.2024 bearing Registration No. 2586, followed by Power of Attorney bearing document no. 115 dated 03-08-2023 followed by addendum to power of attorney bearing document no. 44 dated 05-06-2024, to develop the Total Land. These documents are duly registered in the office of the concerned Sub-Registrar.

On the basis of said Development/Collaboration Agreement and Power of Attorneys, Developer has been authorized/ entitled to market the Project, to enter into Agreement(s) for Sale of Project Area, to receive and acknowledge the receipt of Total Price payable by the Allottee(s) of Plot, to execute and get registered by appearing before Sub-Registrar for execution of any document, to give formal possession of the property (s) purchased by individual buyers by handing over vacant possession of such property etc. Since the landowner mentioned in the license have nominated, constituted and appointed for them and on their behalf, the Developer as true and lawful Attorney with full authority to do the activities mentioned in this agreement, hence, Landowner have not been made parties to this agreement. Necessary approvals including licenses, RERA Registration etc. have been obtained from concerned authority including the Director, Town & Country Planning, Haryana, office at Chandigarh, for Development of the said Project.

4. Further, **DTCP** out of the Total Land and in addition to the Licensed Land has granted an additional License bearing no. 38 of 2025 dated 25.03.2025 for land ad-measuring **6.06875 acres**, situated adjacent to the Plotted Colony i.e. in revenue estate of Village Sidhrawali, Tehsil Manesar, District Gurugram, Haryana for development of Industrial Plotted Colony (hereinafter referred to as “**Project License**”) in favour of M/s Sungold Heights & Developers LLP in collaboration with the Developer under Haryana Development & Regulation of

Urban Areas Act, 1975 and the Rules 1976.

5. The Said Land/Colony is earmarked for the purpose of developing an Industrial Plotted Colony, and the said project shall be known as 'City of Colours NH – 8 Extn. - 1' ("Project").
6. The office of Director Town and Country Planning, Haryana has granted the approval/sanction of Zoning Plan to develop the Project *vide* approval dated _____ bearing license/sanction No. _____;
7. The Project has been developed by the Vendor in accordance with the aforementioned approvals and other sanctions.
8. The Vendee(s) had applied to the Vendor for allotment of an Industrial Plot in the Project "CITY OF COLOURS NH-8 EXTN. – 1" by Application No. _____ dated _____.
9. Pursuant to the said Application, an Industrial Plot bearing No. _____, as per details appearing in the Agreement had been allotted to the Vendee.
10. The Vendor had obtained the final demarcation cum zoning plan, sanctioned plan, specifications and approvals for the said Plot, as the case may be, from the office of DTCP *vide* Memo No. ZP-..... dated
11. The Vendee represents and confirms that it has examined, prior to the date hereof, the copy of the said RERA Certificate along with all the documents pertaining to the project, project Lands and has also caused the said RERA registration document and those documents have been examined in detail by its advocates and planning as well as architectural consultants. It has also examined all documents and information submitted by the Vendee to the concerned Haryana Real Estate Regulatory Authority as required by the Act and the Rules framed thereunder and has understood the documents and information in all respects.
12. Upon completion of the development of the Project, the completion certificate has been obtained from _____, *vide* Memo no. _____ dated _____.
13. That Vendor has raised final demand upon the Vendee after the receipt of

completion certificate and offered the possession of the Plot for Industrial Usage subject to payment of Total Price in terms of the Agreement.

14. The Vendee, prior to paying the balance Total Price, has examined the said Plot, relevant documents including the final area paid balance Total Price of Rs....._(Rupees only) as such the Vendee has paid Total Price amount of Rs.....(Rupees only)]/- as Sale Consideration ("**Total Price**") for the said Plot.
15. The Vendee further confirms that it has verified the description and physical condition of the said Project and Plot and/or the size, dimensions, etc. of the said Plot and any other physical characteristics thereof, the services to be provided by the Vendors, the facilities/amenities to be made available to the Vendee in terms of the Agreement.
16. The Vendee hereby acknowledges and confirms that the final area of the Plot for Industrial Usage is sq. mtrs., during site visit on in the Project.
17. Thereafter the Vendor has scheduled to handover the actual physical possession of the Plot for Industrial Usage to the Vendee as per the specifications & amenities in agreed terms of the Application Form/Agreement and Vendee also confirms the taking over the actual physical possession at the time of execution of the present deed pursuant to the offer of possession letter. Accordingly, the Vendee hereby acknowledges and confirms that it has no claims whatsoever against the Vendor against the said allotted Plot.
18. The Vendee has now desired to get this Deed registered in its favour after fully satisfying themselves as to the specifications which have been made in accordance with the sanctioned drawings with such modifications as were necessary, as have been agreed to between the Vendor and the Vendee in terms of the Agreement.
19. The Vendee has solely relied on his/her own judgment and investigation in this regard before deciding and/or agreeing to execute this Deed and 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 part of this Deed with respect to the description, specification of the Plot for

Industrial Usage, infrastructure availability etc. as this Deed not only being self-contained and complete in itself in these respects but Vendee also has examined, verified and confirmed these aspects.

NOW THEREFORE in furtherance to receipt of the Total Price, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer on ownership basis said Plot and exclusive right to only use and occupy Common Area, absolutely and forever, in favour of the Vendee on the terms and conditions mutually agreed by and between the Parties which is contained in this Conveyance Deed as under:

- 1(a) That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration of the Total Price already paid by the Vendee to the Vendor, the receipt whereof the Vendor do and acknowledge, the Vendor do hereby transfer, convey, assure and assign unto the Vendee on ownership basis said Plot, free from all encumbrances absolutely and forever with proportionate, undivided, impartible right to only use the common areas. The Vendor alone shall have the absolute and the sole right to use Plot area in the Project which are not included in the Common Areas.
- (b) That the Project shall always be known as CITY OF COLOURS NH-8 EXTN. - 1 and the said name shall never be changed by Vendee and/or jointly by owners or the registered association of allottee/owners.
- 2(a) The Vendor hereby confirms and acknowledges the receipt of the Total Price in respect of the said Plot paid by the Vendee to the Vendor and that there is nothing due from the Vendee towards the Total Price in respect of the said Plot.
- (b) That the Vendee has paid his/her pro-rata share of the statutory charges. The Vendee has further agreed to additionally pay, on demand, the proportionate share of any additional amount on account of taxes or development charges payable to the competent authority and/or increase in any other charges/fee/tax/cess etc. which may be levied or imposed by the competent authority with retrospective effect to the Vendor. The Vendor undertakes and agrees that while raising a demand on the Vendee for such increase in taxes or development charges, cost/charges/ fees/ levies etc. imposed by the competent authorities, it shall

enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Vendee.

- (d) That the Vendee, if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("**FEMA**"), the Reserve Bank of India Act, 1934 ("**RBI Act**") and the rules and regulations framed thereunder and any other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The Vendee shall furnish the required declaration as may be prescribed in this regard. 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.
- 3(a) That it is made clear to the Vendee that they shall be entitled to the ownership rights in the Project and rights of usage only as specified below:
- (i) The Vendee shall have ownership of the said Plot.
 - (ii) The Vendee shall have undivided interest in the Common Areas within the Project.
 - (iii) The Vendee shall use the Common Areas within the said Project in which the said Plot is situated, peacefully along with other allottees, occupants, users, staff of operating agency etc. without causing any inconvenience or hindrance to them. However, the Vendee shall not be entitled to claim partition of its interest in the Common Areas. This clause shall be applicable to the Vendee and all subsequent transferees as well.
4. That vacant and physical possession of the said Plot is scheduled to be handedover by the Vendor to the Vendee herein at the time of execution of the present deed pursuant to the possession letter, and the Vendee hereby confirms having taken over the possession of the same from the

Vendor after satisfying himself/herself/themselves that the development of the Project as also the various installations like electricity, water and sewerage connection etc. provided, as shown in specifications as per the Agreement and terms and conditions of booking and the same are in good order and condition and that the Vendee has satisfied himself in respect of the location and final Area calculations and measurements of the said Plot.

- 5(a) That the Vendee agrees to abide by all laws, bye-laws, rules and regulations, conditions of the Central or State Government or the applicable local bodies and shall be responsible or liable for all defaults, violations or breaches of any of the conditions of approvals and/or rules and regulations as may be applicable on the Vendee always. The Vendee also agrees that he shall keep indemnified the Vendor and its employees for any liabilities or penalty resulting from such violations that may be attributable to the Vendee.
- (b) That the Vendee shall not use the said Plot or permit the same to be used for purpose other than permitted purpose and/or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Plots or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Plot which may tend to cause damage to space, passages or amenities available for common use in the Common Areas.
- (e) That the Vendee shall take prior written approval of Vendor or service provider agency before laying and /or connecting upon any type of pipes, wires, cables through Common Areas, common facilities and/or the areas or facilities owned by the Vendor or any electrical, water, battery or generator and the connection shall not be installed without written approval. In case such approval is not taken within 5 years from the date of possession, the Vendor or service provider agency shall be entitled to remove such connections without any compensation or claim and at the cost of Vendee and shall remain indemnified for change of any power points, service points etc. if the same is not brought to its notice.
8. That the Vendee shall have no right, title or interest of any kind in the land and building(s) reserved for future exploitation. Further, the Vendee shall not have any claim or right in any residential/ commercial premises or

residential/ commercial building unless a Plot has been allotted in the residential/ commercial premises or interference in the operation and management of shop(s), commercial premises, lawns, or community facilities/amenities in the said Project.

- 9(a) The Vendee agrees that in compliance of the DTCP instructions and in terms of the provisions of applicable laws, the Vendor shall provide maintenance services only against the payment of proportionate amount mentioned in the Maintenance Agreement, for a period of five years from the date of grant of completion certificate i.e. (such period referred to as “**Vendor Maintenance Period**”). The Vendor shall have the right to provide maintenance services of the Project either directly or indirectly through an agency. Upon expiry of the Vendor Maintenance Period, the Project shall be handed over to the Association. Thereafter, the Association shall have the right to either continue with the service provider agency appointed by the Vendor or appoint a new service provider agency to undertake maintenance services of the Project.
- (b) That as per the terms stipulated in the Deed and the Maintenance Agreement, the Vendor or the service provider agency (as the case may be), shall look after the maintenance and upkeep of the Common Areas and shall enter into related agreements for the purposes of supply of electricity, common facilities, and any other agreements as amended from time to time by the Association or service provider agency (as the case may be).
- (c) That the Vendee agrees and confirms that it shall abide by the terms of the Maintenance Agreement and shall be bound by the same at all times. The Vendee shall further be solely responsible to maintain always its Plot at its own cost in a good condition and shall not do or suffer to be done anything in or to the Project or the Plot or the Common Areas, staircases, common passages, corridors, compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Plot and keep the said Plot, any structure developed thereon or belongings thereto in good and tenantable repair, and maintain the same in a fit and proper condition and ensure that the Project is not in any way damaged or jeopardized. Further, the Vendee shall not store any hazardous or combustible goods in the said Plot or place any material including flower pots etc. in the common passages or staircase of the said Project.

- (d) The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor. The non-observance of the provisions of this clause shall entitle the Vendor or Association or the duly appointed service provider agency (as the case may be) to enter into the Plot, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (e) The Vendee shall keep the said Plot, the walls, sewers, drains, pipes and appurtenances thereto belonging in good tenable repair or condition and in particular so as to support and protect all parts of the Project other than the said Plot 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 condition or law, bye laws or rules and regulations.
- (f) That the Vendee undertakes not to commence any structural alteration/modification/addition without obtaining prior permission of the Vendor or Association, as the case may be. Even pursuant to grant of requisite permission, the Vendee or the person(s) inducted by the Vendee shall ensure that any work does not cause any hindrance or obstruction to other property owners in the Project. During the course of such work, the Vendee or the person(s) inducted in possession in the property shall take all precautions to ensure that no damage is caused to the Common Areas or to other properties in the Project and in such an eventuality, shall be solely liable for providing the entire amount of compensation to the affected party and/or restoration of the damages so caused.
- (g) The Vendee hereby agrees and undertakes to become a member of the Association and to complete all the documentation and fulfill its obligations as may be required under the applicable laws and the Real Estate Act, 2016 promptly on being called upon.
- (h) The Vendee hereby agrees and acknowledges that the Vendor has fulfilled all its obligations and liabilities in terms of the Agreement to Sale and RERA Act, 2016.

- (i) Subject to the provision of the Real Estate Act 2016 read with the applicable Rules framed thereunder and the other laws, the Vendee shall have no objection if the Vendor makes any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold premises within the Project or the external façade and the Vendee agrees not to raise any objection or make any claim on this account.
 - (j) That the Vendee shall not use the said Plot so as to cause blockade or hindrance to any Common Areas, common passages, veranda or terraces. No Common Areas of the Project will be used by the Vendee for keeping/ chaining pets/ animals, dogs, birds or storage of cycle, motorcycles/wrong/unauthorized parking, nor the Common Areas shall be blocked in any manner whatsoever.
 - (k) The Vendee shall not be allowed to do any activity which may be objected to, by the other allottees, occupants such as playing of high volume music, use of loudspeaker, dumping of garbage or any activity which spoils the decorum or decency or beauty of the Project, including defacing of common walls, lifts or throwing or dumping of refuse/garbage which could be subject to fine or penalties as per prevailing and applicable laws/bye laws/occupant manual in the Project.
 - (l) The Vendee in its individual capacity as well as the prospective or existing member of the Association as the case may be, hereby confirms and agrees that subject to applicable laws in the event of redevelopment of the said Land at anytime in future on account of any force majeure events or any catastrophe or for any other reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such redevelopment on the Land. This clause shall be applicable to the Vendee and all subsequent transferees as well.
10. The Vendee shall not assign, or transfer part with the possession of the said Plot without obtaining a 'no dues certificates' from the Association or the Vendor as the case may be. In the event of such assignment/ transfer/ sale of the said Plot of the Vendee, the Vendee shall file transfer permission application along with the proper set of documents to be executed, in the office of Vendor for its record. The transfer shall be subject to clearance of any outstanding dues still pending or recoverable due to any account which may be levied like statutory govt. dues,

charges, taxes etc. That the Vendee as well as subsequent transferees of Vendee hereby covenants to observe and perform all the terms and conditions of the booking, Agreement and this Deed to keep Vendor and its agents and representatives, estates and effects indemnified and harmless against the said payments and shall observe and perform the respective terms and conditions of each of the aforementioned documents. The Vendee shall indemnify and keep indemnified the Vendor against any loss and damages that the Vendor may suffer as a result of non – payment, non – observance or non- performance of the said terms and conditions by the Vendee.

11. That the Vendee shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the said Plot effective from the date of handing over possession of the said Plot, so long as each Plot is not separately assessed for such taxes for the said Land and/or said Project, the same shall be payable and be paid by the Vendee in proportion to the Area of the said Plot conveyed to him in terms of this Deed. Till the Plot is individually assessed to property tax or any other charges as aforesaid by the authorities, the Vendee shall be liable to pay to the Vendor on demand, such taxes /charges whether levied now or in future on the land / buildings of the Scheme, proportionate to the area of the Plot. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor or its nominee or any other body or association of all or some of the Plot.
12. If the Vendee has to make any payment, in common with other Allottee(s)/occupant(s) in the Project, the same shall be the proportion which the Area of the Plot bears to the total Area of all the Plots in Project.
13. That the Vendee shall be entitled to get the 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 Vendor. However, if the Vendee transfers the Plot to a third party, subject to Clause 10 above, then the transferee shall be bound by the terms and conditions of this Deed.
14. It is clearly understood and agreed by and between the Parties hereto

that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Plot, as in case of a transfer, all obligations go along with the Plot for all intents and purposes. It is clearly understood and agreed by the Vendee that Clubbing of Plots shall not be permitted in the colonies under the present policy.

15. Vendee shall use latest electrical appliances to save the electricity such as LED fitting for internal lighting as well as campus lighting. No sub-division of Plot shall be permitted.
16. That if any of the provisions of this Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with the terms and conditions mentioned therein. It has been categorically understood by the Vendee that completion certificate will stand automatically cancelled, if the permitted use of the Plot or part thereof is change or any additional construction or alteration on the Plot is raised without approval of the competent authority or the portion of the Project for which completion certificate has not been granted is occupied it would attract action under applicable laws.
17. (a) The recitals, annexures and schedules including any representations and warranties form part of and are an integral part of this Deed and shall have the same force & effect as if expressly set out in the body of this Deed being binding on the Parties, and any reference to this Deed shall include any recitals and annexures to it. Any references to Clauses and annexures are to Clauses of and annexures to this Deed. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears;
- (b) The Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the Agreement in relation to the said Plot and such obligation shall be applicable to subsequent transferees of the Vendee as well.

(c) References to this Deed or any other document shall be construed as references to this Deed or that other document as amended, varied, novated, supplemented or replaced from time to time;

18. That all costs of stamp duty, registration fee and other miscellaneous and incidental expenses on the execution and registration of this Deed have been borne and paid by the Vendee and the Vendee agrees to pay any further demand or deficiency of stamp duty, fee etc. made by the concerned government authority, in future.

19. The rights and obligations of the Parties under or arising out of this Deed including disputes between the Parties shall be construed and enforced in accordance with the Act and rules framed thereunder and other applicable laws of India for the time being in force.

IN WITNESS WHEREOF the Parties have executed these presents at the place, day, month and year as first above written in the presence of witnesses:

Witnesses:

1.

(VENDOR)

2.

(VENDEE)

(VENDEE)

SCHEDULE –I

(DESCRIPTION OF THE PLOT UNDER SALE)

The Industrial Plot bearing No., in _____ (“Said Plot”) containing Area of Sq. Mtrs., together with the pro rata share in the Common Areas in “.....”.