Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 28/03/2025

Certificate No. G0282025C1759

GRN No. 129992172

Stamp Duty Paid : ₹ 1046090
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Worldwide resorts and Entertainment Pvt ltd

H.No/Floor : 2nd Sector/Ward : 738a LandMark : Nil

City/Village : Shastri nagar District : New delhi State : Delhi

Phone: 80******45

Buyer / Second Party Detail

Name : Jms realty Developers Llp

H.No/Floor : 7th Sector/Ward : 65 LandMark : M3m tee point

City/Village: Gurgaon District : Gurgaon State : Haryana

Phone : 70******02

Purpose : CONVEYANCE DEED

THE SEAL OF ... REGISTRAR ... HARYANA

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

CONVEYANCE DEED

Property No.	:	**1LD2JK19**
Project	:	***The Golden City***
Type of Deed	:	**Conveyance Deed**
Type of Property	:	**Residential**
Plot No. & Area	:	**D-304 (175.234 Sq. Yds.)**
Value	:	**Rs. 14944149/-**
Stamp Duty	:	**Rs. 1046090/- dated 28-03-2025**
REG. Fees and GRN	:	**Rs. 50005/- &** _____

THIS DEED OF ABSOLUTE CONVEYANCE ("**Conveyance Deed**") is made and executed at District Gurugram, Haryana on this 28th day of March, 2025.

BY

M/s. Worldwide Resorts And Entertainment Private Limited(CIN No. U74999DL2016PTC299194), (PAN No. AABCW8084A), a Company duly incorporated and registered under the provisions of the Companies Act, 2013, having its registered office at

For JMS REALTY DEVELOPERS LLP

Authorised Signatory

For Worldwide Resorts And Entertainment Pvt. Ltd.

Authorised Signatory

Landowners / Emaar / Vendor **Vendee**

प्रलेख क्र.:17430 मुद्रण दिनांक 28/03/2025 05:51 PM पंजीकरण दिनांक:28-03-2025

वसीका संबंधी विवरण

वसीका का नाम CONVEYANCE URBAN AREA WITHIN MC

तहसील/सब-तहसील- हरसरू **गांव/शहर-** बासहरिया **स्थित-** Bashariya

शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर **पंजीकृत कॉलोनी**

पता : PLOT NO. - D-304, THE GOLDEN CITY, SECTOR-M9, GURGAON-MANESAR

धन संबंधी विवरण

राशि- 14944149 रुपये **कुल स्टाम्प शुल्क-** 1046090 रुपये

स्टाम्प नं- G0282025C1759 **स्टाम्प का मूल्य-** 1046090 रुपये

रजिस्ट्रेशन फीस- 50000 रुपये EChallan:129926161 **पेस्टिंग शुल्क-** 3 रुपये

डेफिशियेंसी स्टाम्प: G0282025C4824 **डेफिशियेंसी** Grnno: 130081190 **डेफिशियेंसी शुल्क:** 101

द्वारा तैयार किया गया- PAWAN YADAV ADV **सेवा शुल्क-** 200

भूमि का विवरण

निवासीय 175.23 Sq. Yards

स्थानीय शहरी निकाय संबंधी विवरण

प्रॉपर्टी आईडी- 1LD2JK19 **प्रॉपर्टी नं-** D-304 **मालिक-** Worldwide Resorts And Entertainment Private Lim

पता- PLOT NO. - D-304, THE GOLDEN CITY, SECTOR-M9, GURGAON-MANESAR

यह प्रलेख आज दिनांक 28-03-2025 दिन शुक्रवार समय 5:40:00 PM बजे श्री/श्रीमती/कुमारी WORLDWIDE RESORTS AND ENTERTAINMENT PVT LTDthru MANOJ SHARMAOTHER निवास GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

हस्ताक्षर प्रस्तुतकर्ता

संयुक्त उप पंजीयन अधिकारी NT Harsaru

WORLDWIDE RESORTS AND ENTERTAINMENT PVT LTD

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

प्रलेख में वर्णित क्षेत्र नगर एंव ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है |

दिनांक 28-03-2025 संयुक्त उप पंजीयन अधिकारी NT Harsaru

WORLDWIDE RESORTS AND ENTERTAINMENT PVT LTD

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी MS JMS REALTY DEVELOPERS LLP thru KAMAL KUMAROTHER हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया | दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी NAVEEN KUMAR ADV पिता . निवासी ADV GGM व श्री/श्रीमती/कुमारी KUNAL पिता PARVEEN YADAV निवासी GURUGRAM . ने की |

साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी सं. 2 की पहचान करता है |

दिनांक 28-03-2025 संयुक्त उप पंजीयन अधिकारी NT Harsaru

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 28/03/2025

Certificate No. G0282025C4824

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Stamp Duty Paid : ₹ 101
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Penalty : ₹ 0
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Seller / First Party Detail

Name: Worldwide resorts and Entertainment Pvt ltd

H.No/Floor : 2nd Sector/Ward : 738a LandMark : Nil

City/Village : Shastri nagar District : New delhi State : Delhi

Phone: 80******45

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For JMS REALTY DEVELOPERS LLP

Authorised Signatory

For Worldwide Resorts And Entertainment Pvt. Ltd.

Director/Auth. Signatory

Reg. No.	Reg. Year	Book No.
17430	2024-2025	1

विक्रेता

क्रेता

गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- thru MANOJ SHARMAOTHER WORLDWIDE RESORTS AND ENTERTAINMENT PVT LTD

क्रेता :- thru KAMAL KUMAROTHERMS JMS REALTY DEVELOPERS LLP

गवाह 1 :- NAVEEN KUMAR ADV

गवाह 2 :- KUNAL

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 17430 आज दिनांक 28-03-2025 को बही नं 1 जिल्द नं 98 के पृष्ठ नं 87.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2343 के पृष्ठ संख्या 80 से 84 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 28-03-2025

उप/सयुंक्त पंजीयन अधिकारी हरसरू

House No. 783, 2nd Floor, Block B, Shashtri Nagar, North West Delhi, New Delhi acting through its authorized signatory **Mr. Manoj Sharma (Aadhar No. 7408 4473 5520) S/o Shri Sushil Sharma R/o H. No. 2510/1, Street Karkhane Wali, Kirti Nagar, Begu Road, Near Children High School, Sirsa, Haryana-125055** authorized vide **Board Resolution dated 05th December 2024** (hereinafter referred to as the "**Vendor**") which expression shall unless repugnant to the context hereof mean and include their respective successors, representatives, nominees and assigns) of the **FIRST PART**.

IN FAVOUR OF

JMS Realty Developers LLP, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at Plot No. 2380-SP, Sector-46, Gurgaon, Khandsa Road, Police Station Sector 46, Gurgaon- 122001, **(PAN AAVFJ3844L)**, through its authorized representative **Mr. Kamal Kumar**, (Aadhar No **7629 0269 2649**) duly authorized vide Board resolution dated **24-02-2025**, hereinafter referred to as the "Allottee(s)" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**.

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

DEFINITIONS AND INTERPRETATIONS:

For the purpose of this Agreement, unless the context otherwise requires, -

1. "**Agreement"** means Plot Buyer's Agreement already executed between the parties including amendments thereto if any;

2. **"Allottee/Vendee"** means and includes the person in whose favour an residential Plot developed under Deen Dayal Jan Awas Yojna- Affordable Plotted Housing Colony, 2016 has been allotted in the project namely "The Golden City" situated in revenue estate of village Bans Haria and Bans Khusla, Sector M-9, M-10, M-13 & M-14 of Gurugram Haryana;

3. **"Apartment Ownership Act"** shall mean the Haryana Apartment Ownership Act, 1983 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;

4. Words and expressions used in this conveyance deed but not defined and defined in the agreement shall have the same meanings respectively assigned to them in the agreement;

For Worldwide Resorts And Entertainment Pvt. Ltd.

Authorised Signatory

For JMS REALTY DEVELOPERS LLP

Authorised Signatory

Landowners / Emaar / Vendor **Vendee**

5. Any reference to the singular shall include the plural and vice-versa;

6. Any references to the masculine, the feminine and the neuter shall include each other;

7. Headings to Sections, parts and paragraphs of annexures and annexures are for convenience only and do not affect the interpretation of this Deed;

8. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.

RECITALS

WHEREAS the Vendor has entered into a Joint Development Agreement (Collaboration Agreement) with M/s Emaar India Limited (hereinafter referred to as "**Emaar**") and the 23 land-owning companies namely M/s Active Promoters Private Limited, M/s Flip Propbuild Private Limited, M/s Gable Propbuild Private Limited, M/s Gaff Propbuild Private Limited, M/s Globule Propbuild Private Limited, M/s Gloss Propbuild Private Limited, M/s Gravel Propbuild Private Limited, M/s Grebe Propbuild Private Limited, M/s Griddle Propbuild Private Limited, M/s Grog Propbuild Private Limited, M/s Guffaw Propbuild Private Limited, M/s Gull Propbuild Private Limited, M/s Gyankunj Constructions Private Limited, M/s Gyan Kunj Estates Private Limited, M/s Kamdhenu Projects Private Limited, M/s Logical Developers Private Limited, M/s Monarch Buildcon Private Limited, M/s Rose Gates Estates Private Limited, M/s Sankalp Promoters Private Limited, M/s Sarvodhya Builcon Private Limited, M/s Sriyam Estates Private Limited M/s Yukti Projects Private Limited and M/s Zonex Estates Private Limited (hereinafter collectively referred to as "**Landowners**") dated 13.12.2021 duly registered at the office of the Sub-Registrar Harsaru, bearing Regd. No. 6965 Book No. 01, Regd. Year 2021-2022 with respect to the development and registration of the Project on the land admeasuring 119.06 Acres located in the Sector M-9, M-10, M-13 & M-14 of Manesar, Gurugram Manesar Urban Complex 2031, within the revenue estate of village Bans Haria and Bans Khusla, Tehsil Harsaru, District Gurugram, Haryana;

AND WHEREAS the Vendor has obtained the license No. 136 of 2022 for setting up of an Industrial Plotted Colony on 118.15 acres land, forming part of the Joint Development Agreement dated 13.12.2021. That out of the licensed land of 118.15 acres, 21.42624 acres is residential component for development of Affordable Plotted Colony under Deen Dayal Jan Awas Yojana-2016 ("**DDJAY**"). The said License was granted under the provisions of the

For JMS REALTY DEVELOPERS LLP

Authorised Signatory

For Worldwide Resorts And Entertainment Pvt. Ltd.

Authorised Signatory

Landowners / Emaar / Vendor **Vendee**

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Haryana Development and Regulation of Urban Areas Act, 1975 ("**Act**") and Haryana Development and Regulation of Urban Areas Rules, 1976 ("**Rules**") upon the conditions mentioned therein;

AND WHEREAS the Vendor has registered the said Project under the name and style of "*The Golden City*" under the provisions of the Real Estate Act 2016 with the Haryana Real Estate Regulatory Authority ("**HARERA**") at Gurugram as registration No. 100 of 2022 dated 14.11.2022 vide Memo No. RC/REP/HARERA/GGM/625/357/2022/100;

AND WHEREAS the Vendor has obtained General Power of Attorney ("**GPA**") dated 30.12.2022 from the Landowners and Emaar, duly registered at the office of the Sub-Registrar Harsaru, bearing **Regd. No. 116** where the Vendor has been asserted with the right against registration and execution of the Conveyance Deed in favor of the Vendee;

AND WHEREAS the Landowners, along with Emaar and the Vendor are the absolute owners in possession of and otherwise well and sufficiently entitled to all that piece and parcel of land, being Plot No. **D-304** admeasuring **146.517 Sq. Mtrs (175.234 Sq. Yds**.) (hereinafter referred to as the "**Said Plot**") in the Industrial Plotted Colony known as "The Golden City" situated at the revenue estate of village Bans Haria and Bans Khusla, Tehsil Harsaru, District Gurugram, Haryana. (hereinafter referred to as the "**Said Colony**"). The said Plot is more particularly described in Schedule-I;

AND WHEREAS the Project shall be known as "*The Golden City*" and the said name shall not be changed by the Vendee individually and / or jointly with other allottee / owners of plots / units in the Project or their association. The Vendee undertakes that recitals to this effect shall be incorporated in the subsequentlv transfer documents;

AND WHEREAS the Vendor is authorized to exclusively undertake the development of the Colony and to sell, market, deal, negotiate, sign and execute agreement, conveyance deed, sale deed etc. with the prospective vendee/s, at the rates and terms and conditions to be determined by the Vendor at its sole discretion and also to receive all payments and issue receipts thereof in its own name. The services have been laid down in the Colony and the same shall be approved by Haryana Sehri Vikas Pradhikaran ("**HSVP**").

AND WHEREAS prior to the signing of the Agreement and the Application for allotment, the Vendee/s had demanded from the Vendor and the Vendor had allowed the Vendee/s, inspection of layout of the said Colony, ownership record of the Said Land, RERA Registration Certificate

For JMS REALTY DEVELOPERS LLP

For Worldwide Resorts And Entertainment Pvt. Ltd.

Authorised Signatory

Authorised Signatory

Landowners / Emaar / Vendor

Vendee

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and all other documents relating to the title, competency and all other relevant details. The Vendee/s is/are fully satisfied in all respects with regard to the right, title and details of the Vendors in the said Colony in which the said Plot is situated and has/have understood all limitations and obligations of the Vendors in respect thereof. The Vendee/s acknowledges and confirms that the Vendee/s is/are fully satisfied of the title, competency of the Vendors to execute this Conveyance Deed;

AND WHEREAS the Vendee/s after having been fully satisfied in all respects and solely relying upon its own judgment and investigation in purchasing the Said Plot and not relying upon any literature, sales plan, sales brochure, advertisement, representation, statement or estimate of any nature whatsoever whether written or orally made by the Vendors or any of its agent regarding the Said Plot and the facilities to be made available to the Vendee/s or any other data expect as specifically contained in this Conveyance Deed has/have desired to purchase the Said Plot;

AND WHEREAS the Vendee/s reconfirms and reaffirms that he/she/it/they has/have understood all limitations and obligations of the Vendors in respect of the Said Plot and its usage and is/are fully satisfied;

AND WHEREAS the Vendee/s undertakes that it shall be bound by all the conditions and the stipulations imposed by DTCP Haryana, HSVP, DHBVN, GMDA and other competent authority(ies) as applicable with respect to the Colony and/or the Plot;

AND WHEREAS the Vendor has allotted the said Plot to the Vendee/s in lieu of Application Form No. **GCAPP/00333/24-25** dated **10-03-2025** and has issued allotment letter dated **10-03-2025** in Favor of the Vendee/s;

AND WHEREAS Vendee/s had entered into a Plot Buyer's Agreement dated **20-03-2025** (referred to as "Agreement") duly registered at the office of the Sub-Registrar Harsaru, bearing **Regd. No. 16828** Book No. **1** Regd. Year **2024-25** with the Vendors for purchase of the Said Plot, which is more particularly described in Schedule-I for the price of **Rs. 1,49,44,149/- (Rupees One Crore Forty Nine Lakh Forty Four Thousand One Hundred Forty Nine Only)**, and on other terms and conditions stipulated in the Agreement, including the payment/s made by the Vendee/s, pro-rata of the charges levied or to be levied by any Government or Authority for provision of external and/or peripheral services, and of the charges for maintaining various services and facilities in the said Colony until the same is handed over to the local body/RWA for maintenance. That the Consideration paid by the Vendee/s to the Vendor is herein detailed below:-

For JMS REALTY DEVELOPERS LLP

Authorised Signatory

For Worldwide Resorts And Entertainment Pvt. Ltd.

Authorised Signatory

Landowners / Emaar / Vendor **Vendee**

S. No	Plot No.	Cheque/RTGS/NEFT Details	Date	Bank	Amount
1.	D-304	ICICR42025031000564337	10-03-2025	ICICI BANK	5,00,000.00
2.	D-304	ICICR42025031000564299	10-03-2025	ICICI BANK	2,029,528.00
3.	D-304	ICICR42025031000564338	10-03-2025	ICICI BANK	1,069,653.00
4.	D-304	ICIN408552587245	26-03-2025	ICICI BANK	6,61,339.00
5.	D-304	AL27361725	26-03-2025	ICICI BANK	1,49,441.00
6.	D-304	ICICR42025032700530618	2-03-2025	ICICI BANK	10,534,188.00
Total Amount					1,49,44,149.00

AND WHEREAS That the Vendee/s has duly paid 1% TDS as payable under the Income Tax Act, 1961, which is hereby acknowledged by the Vendor. The Vendee/s has/have also agreed to bear and pay all the expenses and outgoings for the conveyance of the said Plot, including stamp duty, registration and execution charges;

AND WHEREAS the Vendee/s further confirms that after the execution of the Conveyance Deed, the Vendee/s shall not raise any issue/ dispute with respect to any aspect of the Plot including but not limited to the location, size, boundaries, development of Plot and sale consideration paid (as mentioned herein below) against the Plot at any time in future. The Vendee/s further confirms that the execution of this Conveyance Deed discharges the Vendor of all its obligations, whether oral or written and express or implied, towards the Vendee/s;

AND WHEREAS the Vendors represent that the Said Plot, conveyed and transferred herein is classified as a freehold residential plot, free from any agreement, charge, lien, litigation, lease, notice, requisition, acquisition proceedings, will, stay order or encumbrance of any kind, and the title of the said Plot is clear and marketable and there is no encumbrance or charge of any kind whatsoever qua the said Plot;

AND WHEREAS the Vendee/s, further, after his/her/it's complete satisfaction of the title and rights of the Vendor in the Plot, had requested the Vendor to convey the Plot unto the Vendee/s and based on such request the Vendor is conveying the Plot unto the Vendee on the terms and conditions stated herein below.

NOW THEREFORE in furtherance to receipt of the total sale consideration, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of the said Plot, 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:

For JMS REALTY DEVELOPERS LLP

Authorised Signatory

For Worldwide Resorts And Entertainment Pvt. Ltd.

Authorised Signatory

Landowners / Emaar / Vendor **Vendee**

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1. That in accordance with and subject to the terms of the Plot Buyer's Agreement and the terms and conditions contained in this Conveyance Deed and in consideration of the total price paid by the Vendee/s and received by the Vendors, the Vendors do hereby sell, convey, assign and transfer unto the Vendee/s by way of sale, the Said Plot (more fully described in Schedule-I hereunder), free from all encroachments, charges and encumbrances together with all ways, paths, passages, rights, liabilities, privileges and easements, whatsoever to the said Plot or in any way appended therewith usually held as part and parcel thereof. The Vendors agree that all times hereafter, it shall be lawful for Vendee/s to enter upon the said Plot and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Vendors subject to the terms and conditions of the Conveyance Deed and Agreement. The Vendors agree that they shall from time to time and at times hereafter, upon reasonable request and at the cost of the Vendee/s make, acknowledge, execute all such further and other lawful and reasonable acts, deeds, matters and things whatsoever necessary for assuring the said Plot, unto the Vendee/s in the manner mentioned in this Conveyance Deed and the Agreement. The Vendors covenant that this Conveyance Deed is executed in its entirety and that the Vendors have received full sale price of the said Plot.

2. That except the Said Plot, all other land(s), areas, facilities and amenities, are specifically excluded from the scope of this Conveyance Deed and the Vendee/s shall not be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities, including but not limited to community club. Such lands, areas, facilities and amenities have not been included in the computation of the Plot Area for calculating the Total Price of the said Plot and the Vendee/s confirms that the Vendee/s has/have not paid any price for ownership in respect of any lands, area, facilities and amenities. It is clarified that the ownership of such lands, areas, facilities and amenities vest solely with the Vendors and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Vendors including creation of rights in favor of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to Government, Semi-Government, any other authority, person, institution, trust and/or any local body(ies).

3. That the Vendee/s, if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in Foreign 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/s shall furnish the

For Worldwide Resorts And Entertainment Pvt. Ltd.

Authorised Signatory

Landowners / Emaar / Vendor

For JMS REALTY DEVELOPERS LLP

Authorised Signatory

Vendee

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required declaration as may be prescribed in this regard. The Vendee/s 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/s shall indemnify and keep and hold the Vendor and its directors/employees/associates etc. fully indemnified and harmless against any losses, damages, impositions, liabilities including but not limited to any statutory liability, claim, action, penalties, charges, costs, expenses etc. due to such failure.

4. That the Vendee/s acknowledges and confirms that the Vendee/s has/have read and understood the laws, rules, regulations, notifications applicable to the Said Colony and the Haryana Apartment Ownership Act, 1983 (hereinafter referred to as the "**Act**") and the implications thereof in relation to the various provisions of this Conveyance Deed and the Vendee/s is/are in full confirmation with the provisions of this Conveyance Deed in relation to the Act and shall comply, as and when applicable and from time to time, with the provisions of the Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.

5. That the Vendee/s undertakes to do all such acts, things, deeds including present himself/herself/itself/themselves as may be required for the execution and registration of the Conveyance Deed in respect of the Said Plot and as the Vendors so desire to comply with the provisions of the Act.

6. The customers of the Vendee/s shall be responsible for all obligations related to the Association of Allottees/Residential Welfare Association and IFMS payment, in accordance with the registered Plot Buyer Agreement of the Said Plot. If the Vendee/s retains the Said Plot, these obligations shall remain applicable to the Vendee/s.

7. The Vendee/s shall ensure that during construction on the said Plot, the labourers employed for such construction shall not encroach on any area outside the Vendee/s Plot and shall not damage the main service lines/common area/amenities in the Colony. In the event any main service lines/common area/amenities are damaged by the Vendee/s during the construction over the Plot, the Vendee/s shall be liable to pay cost and charges for the restoration of such damages. That upon completion of construction the Vendee/s undertakes to submit to the Vendor a certified true copy of the Completion/Occupancy Certificate.

8. That the Vendee/s shall commence and complete the construction strictly in accordance with building bye-laws, rules and zoning regulations applicable to the development of

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said Plot. The Vendee/s shall get the building plans approved from the competent authority and shall submit a copy of the same to the Vendor prior to commencement of construction activity over the Plot. The Vendee/s shall carry out construction on the Plot in terms of the provisions of the applicable laws. The Vendee/s shall strictly complete the construction as per the sanctioned layout / building plans approved by the competent authority.

9. That the Vendee/s shall not carry out clubbing/fragmentation/sub-division of the Plot in any manner whatsoever, under any circumstances, failing which the Vendee/s shall be solely and exclusively liable for all consequences arising therefrom.

10. That the Vendee/s acknowledges that the Vendors may, at the Vendors sole discretion, make the said Colony part of any adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate or the Vendors may make any other building/s or project/s, constructed or to be constructed, part of the Said Colony and the Vendee/s shall not raise any objection on such formation. The Vendee further undertakes not to seek any stay, injunction, etc. from any court/authority that may impede/cause hindrance to the Vendor in carrying out said developmental work.

11. The Vendee/s understands and acknowledges that it shall not have any right, title or claim of any kind whatsoever in the common areas of the Colony and services or in the land earmarked for community facilities, within the Colony, save and except as mentioned herein. The Vendor shall remain the owner of all such land, common areas and services within the Colony and the Vendor shall have the sole and absolute authority to deal in any manner with such land, common areas and services till they are mandatorily required to be transferred to Government or Local Authority.

12. That the Vendor reserves the sole right to develop the undetermined areas or left over pocket and shall also have the right to amend without seeking any consent from the Vendee or any third party, the layout plan in such manner that it does not affect the location / preferential location, as the case may be, of the Said Plot of the Vendee/s. The Vendor shall obtain necessary sanctions as may be required and the Vendee/s shall have no right of objection or reservation whatsoever in this regard.

13. (i) That the Operations and Facilities Management ("**O&FM**") of the Colony shall be done by the Vendor or its appointed Maintenance Agency for a period of five years initially or till taking over of the services by Municipal Authority/Government Agency,

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whichever be earlier, on the terms and conditions of Operations and Facility Management and on the charges to be determined by the Vendor or its nominee from time to time. The Vendee/s agrees to pay its share of such charges as may be demanded by the Vendor or its appointed Maintenance Agency.

(ii) The Vendee/s hereby accepts that the provisions of such maintenance services and use of amenities, facilities and service at the colony shall be at all times be subject to payment of all cost, charges, fees etc. by the whatever name called, to the Vendor or the Maintenance agency. The rates of maintenance and service charges shall be fixed by the Vendor or the Maintenance agency, as the case may be, keeping the prices of commodities, service, wages, official levies, fees, taxes, water and electricity charges etc. at the prevalent rate at that point of time. The rates shall be subject to periodic revision with the increase/decrease in the price.

(iv) That the Vendee/s acknowledges and confirms to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Vendee/s assures and undertakes to pay the total Maintenance Charges fixed by the Maintenance Agency whose decision shall be final and binding on the Vendee/s.

(iv) That the Vendee/s acknowledges that the Maintenance Agency shall be responsible for providing maintenance services only with the respect of the common areas falling within the said Colony but outside the Said Plot and these shall mainly relate to services in respect of the public roads, landscaping, sewerage, drainage, clearance, water, streetlights, pavements, horticulture etc. and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The Maintenance Agency may entrust or cause the aforesaid maintenance services to be undertaken/carried out through any person/entity, as deemed fit at its sole discretion. The Vendee/s acknowledges and confirms that the infrastructure facilities provided by the Government in the said colony are beyond the control of the Vendors and the Vendee/s shall have no right to raise/demand any claim or dispute against the Vendors in respect of the facilities provided by the Government or any other statutory authorities.

15. That the Vendee/s confirms having paid the prorate share of External Development Charges ("**EDC**") and Infrastructure Development Charges ("**IDC'**) as a part of the price of the Said Plot as levied by the Government of Haryana from the date of issue of License, as applicable to the said Colony. The Vendee/s agrees to pay any further increase in the levy of EDC and IDC (by whatever name called or in whatever form) on pro rata basis directly

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to the government. If, however, the Vendor is required to pay such increase of EDC and IDC to the government authority/agency, then the Vendee/s agrees and undertakes to pay the same to the vendor. The determination of the prorate share of the Vendee/s by the vendor shall be final and binding on the Vendee/s. The Vendee/s affirms if the increased EDC and IDC are not paid, the same shall be treated as unpaid sale price of the Said Plot and the vendor shall have the first charge and lien over the said plot and the right to resume the said plot.

16. In the event, any fresh, additional or enhanced charges (including external development charges, internal development charges, etc.), cess or tax, service tax, GST or any other tax by whatever name called is levied or leviable, after execution of this Conveyance Deed, whether with prospective or retrospective effect, the Vendee/s agrees to pay in full (if in respect of his/her/its Plot) or pro-rata share (if in respect to the Colony), as the case may be, of such additional taxes, levies or charges imposed, without any demur or protest. The determination of the pro-rata share of the Vendee/s shall be done by the Vendor, whose decision in this regard shall be final and binding on the Vendee. All such amount shall be payable on demand, as the case may be, either to the Vendor or the Maintenance Agency, as the case may be. The Vendee/s understands and agrees that any fresh incidence of tax whatsoever including GST, VAT, Service Tax or any statutory demands by whatever name called or any increase on such account, even if it is with retrospective effect, shall be borne and paid by the Vendee/s.

17. That the Vendor shall make provisions for common water supply to the Colony and the Vendee/s shall be liable to make payment towards his/her/its/their connection charges. The Vendee further undertakes that it shall never default in payment of water consumption charges as demanded by the Vendor or the Maintenance Agency. The Vendee/s shall not dig any borewell and shall not use underground water for construction purposes.

18. The Vendor has facilitated the provision of a single-point electricity connection within the Colony and has assured a minimum power back up of 3KVA

19. That the Vendee/s confirms and acknowledges having received actual, physical, vacant possession of the said Plot from the Vendors after satisfying himself/herself/itself/themselves regarding the Plot Area. The Vendee/s confirms that Vendee/s is/are fully satisfied and has/have no complaint or claim in respect of the Plot Area.

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20. That the Vendee/s undertakes and agrees not to use the Said Plot for any purpose other than residential or in a manner that may cause nuisance or annoyance to other plot owners in the Said Colony or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the Said Plot which tends to cause damage to any plot/structure adjacent to the Said Plot or anywhere in the Said Colony or in any manner interfere with the use thereof or of spaces or amenities available for common use. The Vendee/s shall indemnity the Vendors against any penal action, damages or loss due to misuse by the Vendee/s. The Vendee/s acknowledges that any other use of the Said Plot other than for residential purpose shall entitle the Vendors to treat this Conveyance Deed as cancelled and to resume the possession of the Said Plot.

21. That the Vendee/s confirm that he/they has/have entered into this transaction with the full knowledge and understanding of this Deed of Conveyance and subject to all the laws and notifications and rules applicable to this area, including the terms and conditions of the Letter of Intent, license granted by the Director General, Town & Country Planning, Government of Haryana for setting up the said Colony and the undertakings given by the Landowners/Emaar to the Director General, Town & Country Planning, Government of Haryana in this regard.

22. That the Vendee/s confirms having borne and paid all expenses for the execution of this Conveyance Deed, including cost of stamp, registration and other incidental charges. This Conveyance Deed in respect of this transaction involved herein, for the purposes of stamp duty is valued at **Rs. 1,49,44,149/- (One Crore Forty Nine Lakh Forty Four Thousand One Hundred Forty Nine Only**). In the terms of the Indian Stamp Act, 1899, any deficiency in the stamp duty, as the case may be determined by the Sub-Registrar/ concerned authority along with consequent penalties/deficiencies as may be levied in respect of the said Plot conveyed by this Conveyance Deed shall and borne and paid exclusively by the Vendee/s and the Vendors accept not responsibility in this regard.

23. The Vendee/s hereby covenant and agree to provide a No Objection Certificate (NOC) and grant their free and irrevocable consent for the construction of Stilt plus Four (S+4) floors on the adjoining residential plots (right, left, and rear plots), as and when requested by the Vendor, in accordance with the policy dated 02.07.2024, issued by the Director General, Department of Town and Country Planning, Chandigarh, Government of Haryana ("**DGTCP**"), vide Memo No. Misc-2339(L)(S+4)/2024/19679-83, and any subsequent amendments or related policies thereto. Furthermore, the Vendee/s agree to provide such NOC and consent for the grant of additional licenses and/or for the revision of layout and

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zoning plans concerning the licensed Industrial Plotted Colony, as required under applicable policies and regulations on the demand of the Vendor.

24. That the Vendee/s confirms and acknowledges that all the terms and conditions of the Agreement shall be deemed to have been incorporated in this Conveyance Deed save and except those terms and conditions of the Agreement which are at variance with the terms and conditions contained in this Conveyance Deed in which case, terms and conditions contained herein in this Conveyance Deed shall prevail.

25. 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.

26. 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 confirm to applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with the terms and conditions mentioned therein.

27. (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/s 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/s 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.

28. 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

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and rules framed thereunder and other applicable laws of India for the time being in force. The Courts of Gurugram, Haryana shall have exclusive jurisdiction in relation to all matters arising out of this Conveyance Deed.

IN WITNESS WHEREOF THE SAID VENDOR AND THE SAID VENDEE(S) HAVE EXECUTED THESE PRESENTS AT THE PLACE, DAY, MONTH AND YEAR AS FIRST ABOVE WRITTEN IN THE PRESENCE OF WITNESSES:

For Worldwide Resorts And Entertainment Pvt. Ltd.

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Witnesses:

1. JAVEEN KUMAR
Advocate
Distt. Court Gurugram

(LANDOWNERS/EMAAR/VENDOR)

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2. Kunal
Kunal S/o Parveen
ggm

(VENDEE)

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SCHEDULE-I

THE SAID PLOT REFERRED TO THE ABOVE PROJECT-THE GOLDEN CITY IN MANESAR, GURUGRAM

PLOT NO : D-304
BLOCK : D
SIZE OF PLOT : 175.234 Sq. Yards

PLOT NO.	WIDTH 1	WIDTH 2	DEPTH 1	DEPTH 2	AREA
D-304	**7.47**	**-**	**19.614**	**-**	**175.234 Sq. Yards**

NORTH of the Plot : D-303 Plot No.
SOUTH of the Plot : D-305 Plot No.
EAST of the Plot : D-230 Plot No.
WEST of the Plot : 9 Meter Wide Road

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