

CONVEYANCE DEED

Type of Deed : **Conveyance Deed**

Village : **Bas Haria & Jhund Sarai Abad**

Sector : **M9, M10 & M11**

District : **Gurugram**

Type of Property : **Industrial Plot**

Property Address : **Block No. ____ Plot /Unit No.____
____ of Project 'Gurgaon
International City including
Industrial Plots namely M3M
Innovation Park, Affordable
Group Housing Plots, Group
Housing under TOD and
Commercial Plots', situated at
Village Bas Haria & Jhund Sarai
Abad, Gurgaon, in Sector M9,
M10 & M11, Gurugram, Haryana**

Plot Area : **.....square meter (.....
square feet)**

Parking : **.....**

Transaction Value : **Rs.....**

Stamp Duty : **.....**

Stamp certificate no. & date : **.....**

GRN No. : **.....**

Nature of stamp certificate : **Indian – Non Judicial Stamp Haryana
Govt.**

Execution date : **.....**

Project RERA Registration No. : **.....**

For M3M India Infrastructure Private Limited


Authorized Signatory

This Conveyance Deed ("**Deed**") is made and executed at Gurugram, Haryana on this ___day of _____,20__.

BY

M3M India Infrastructures Private Limited ("Developer") (CIN: U45400HR2014PTC054057, PAN: AAJCM5367L), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 41st Floor, Tower-1, M3M International Financial Center, Sector-66, Badshahpur, Gurgaon, Haryana, India, 122101, represented by its authorized signatory Mr. / Ms. / Mrs. _____ son/daughter/wife of Mr. _____ (Aadhaar No. _____) authorized vide board resolution dated _____, (hereinafter referred to as "Developer"/ the "Promoter", which term or 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

the "Vendee(s)", the details whereof are more particularly below:

[If the Vendee(s) is a company]

_____, (CIN: _____ PAN _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, represented by its authorized signatory _____ (Aadhaar No. _____) duly authorized vide board resolution dated _____ (hereinafter referred to as the "**Vendee(s)**", which expressions 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(s) is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its partner; _____, duly authorized vide all partners resolution dated _____ (hereinafter referred to as the "**Vendee(s)**", 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(s) is a LLP]

_____, a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008, having its principal place of business at _____, (PAN _____), represented by its

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Designated Partner; _____, duly authorized vide Partnership Deed dated (hereinafter referred to as the “ **Vendee(s)**”, 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(s) is an Individual]

Mr / Mrs/ Ms _____, (Aadhaar No: _____), son /daughter/wife of _____, residing at _____, PAN: _____ AADHAR _____ (hereinafter referred to as the “**Vendee(s)**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, executors, administrators, successors-in-interest and permitted assigns)

[OR]

[If the Vendee(s) is a HUF]

Mr./Mrs/Ms. _____ (Aadhaar No. _____) son/daughter of _____ 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(s)**”, 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).

[Please insert details of other Vendee(s), in case of more than one Vendee]

(‘Vendor No. 1’ and ‘Vendor No. 2’ shall hereinafter collectively be referred to as ‘Vendor’);

(‘Vendor’ and ‘Vendee(s)’ shall hereinafter collectively be referred to as the “Parties” and individually as the “Party”).

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WHEREAS:

- A. The Developer is the absolute and lawful owner of land admeasuring 139.79375 Acres situated at Village Bas Haria and Jhund Sarai Abad, Sector M-9, M-10 and M-11, Gurugram, Haryana (hereinafter referred to as the "said Land"). The Developer is developing the Industrial Plotted Colony on the said Land admeasuring 139.79375 Acres situated at Village Bas Haria and Jhund Sarai Abad, Sector M-9, M-10 and M-11, Gurugram, Haryana. The Developer has been granted License bearing Endst No. LC-5390/JE(SK)/2025/35500 dated 08.09.2025 ("License") for land admeasuring 139.79375 Acres situated in Village Bas Haria and Jhund Sarai Abad, Sector M-9, M-10 and M-11, Gurugram, Haryana. ("Licensed Land") for development of an Industrial Plotted Colony (hereinafter referred to as the "Plotted Colony") by the Director General, Town and Country Planning, Haryana, Chandigarh ("DGTCP/DTCP") under Haryana Development & Regulation of Urban Areas Act, 1975 and the Rules 1976. The said Industrial Plotted Colony being developed on the Licensed Land shall consist of Industrial Plots, Group Housing, Affordable Group Housing Colony, Commercial Plots along with development of other essential facilities/components as permitted by law all in accordance with the Licence and layout plans as approved from time to time by DTCP. The said Industrial Plotted Colony will be developed over a period of time in a planned and phased manner and each phase shall be a standalone project as may be determined by the Developer in its sole and absolute discretion and shall form integral part of the larger development in the licensed Industrial Plotted Colony; The Developer has obtained layout plan approval for the Industrial Plotted Colony from DTCP vide DRG no. DTCP-11429 dated 09.09.2025. The Industrial Plots in the Industrial Plotted Colony is being developed as "Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots" on land admeasuring 46.29744 Acres ("Project Land") situated at Village Bas Haria and Jhund Sarai Abad, Sector M-9, M-10 and M-11, Gurugram, Haryana. The Project "Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots" is duly registered under the Real Estate (Regulation and Development) Act, 2016 ("RERA Act") read with Haryana Real Estate (Regulation and Development) Rules, 2017 ("H-RERA Rules") and the Haryana Real Estate Regulatory Authority, Gurugram (Registration of Project) Regulations, 2018 ("H-RERA Regulations") framed thereunder by the Government of Haryana, with the Haryana Real Estate Regulatory Authority at Gurugram vide Registration No. _____ dated _____;
- B. The Vendee(s), after fully satisfying itself with respect to the right, title and interest of the Vendor on the Project Land, the approvals and sanctions for the Project for the Industrial Plot, had approached the Vendor and having reviewed the relevant documents and information in relation to the real estate project, applied for allotment of an Industrial Plot vide Application Form being developed on plot admeasuring ___ sq. yards or ___ sq. mtrs.(the "**Subject Plot**") as part of the Real Estate Project.
- C. The Application of the Vendee(s) was accepted by the Vendor and the Vendee(s) was issued an Allotment Letter dated provisionally allotting Industrial plot/ Unit No....., on _____ Floor, Block _____, Type _____ on the plot ad-measuring _____ Sq.mtrs. having plot area of approx _____ sq. ft. to the Allottee, the detailed description whereof is contained in **Schedule-I** hereto ("**Said Industrial plot**") along with exclusive right to use the Exclusive Areas, exclusive right to use Car Parking(s) and an undivided proportionate share/ interest in the land underneath the subjectPlot and in the Common Areas of the building wherein the Industrial plot is situated. The specifications provided in the Said Industrial plot are provided in **Schedule-II** hereto. The floorplan of the Said Industrial plot is **Schedule-III** hereto. Thereafter an Agreement for Sale dated in respect of the Said Industrial plot was also executed between the Vendor and the Vendee(s) which

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was duly registered with the Sub-Registrar_____ Gurugram, Haryana onbearing document No._____.

- D. The Vendor No. 1 pursuant to obtaining of the Completion Certificate in respect of the Said Industrial plot from the Competent Authority have issued a Possession Notice dated_____ to the Vendee(s) requiring the Vendee(s) to take possession of the Said Industrial plot from the Vendor No. 1 by executing necessary indemnities, undertakings and such other documentation and making all upto date payments as prescribed in the Agreement for Sale or as required by the Vendor No. 1 and after paying all such components/ portions of the Total Consideration Value that are due and payable by the Allottee, executing the conveyance deed with the Vendor in the format prescribed ("**Conveyance Deed**") and getting the same duly stamped and registered with the Sub-registrar of Assurances, Gurugram, Haryana within the time period as mentioned by the Vendor in the Possession Notice ("**Possession Notice Expiry Date**").
- E. In due compliance with the Possession Notice dated____, the Vendee(s) have duly made payment of the entire consideration payable in respect of the Said Industrial plot i.e. the Total Price as stated in the Payment Plan annexed to the Agreement for Sale dated ____; has taken possession of the Said Industrial plot as described in **Schedule-I** and has also complied with all the terms & conditions of the Agreement for Sale as required therein prior to execution of the Conveyance Deed.
- F. The Vendee(s) understands that the Project is developed/being developed by the Vendor No. 1 on the Said Plots/Project Land, which plots are the entitlement of the Vendor No. 1 herein out of the Licensed Land that is being developed under the above stated License. The Vendee(s) further understands that the lands in the Licensed Land may be modified by way of addition/ deletion of land parcels forming part of Licensed Land in future to the extent as may be acquired/ required/ desired pursuant/ consequent to any directions/ approvals by the DGTCP or any other Government Authority.
- G. The Vendee(s) hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof, the Applicable Laws and statutory compliances with respect to the Said Industrial plot, and pay its maintenance and other recurring/usage charges and its common area maintenance and relying on all the assurances, representations and warranties made herein by the Vendee(s), the Vendor has agreed to enter into this Deed.
- H. The Vendor and the Vendee(s) pursuant to the aforesaid are desirous of executing this Deed for the consideration and terms stipulated in this Deed.

NOW THEREFORE THIS DEED BETWEEN THE PARTIES WITNESSETH AS UNDER:

1. DEFINITIONS

In this Deed, unless repugnant or contrary to the context, the following terms shall have the following meanings assigned herein:

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 and subsequent amendments thereto;
- (b) "**Agreement for Sale**" shall mean the Agreement for Sale dated executed between the Parties;
- (c) "**Applicable Laws**" means and includes any applicable Central, State or local

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laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives etc. or any government order or direction, judgment, decree or order of a judicial or aquasi-judicial authority whether in effect on the date of this Deed or thereafter.

- (d) **“Association”** shall mean the association of the Allottee(s) of the Project/Residential Allottees and /or Commercial Unit Allottees as the case may be of the Project herein, which shall be formed by the Vendor under the Applicable Laws;
- (e) **“Car Parking(s)”** shall mean and refer to the car parking spaces that have been allotted to the Vendee(s) for its exclusive use and as have been described in Schedule-I hereto.
- (f) **“Competent Authority”** shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project Land and/or the real estate project.
- (g) **“Deed”** shall mean this conveyance deed, along with all its schedules and annexures attached hereto.
- (h) **“DTCP”** shall have the meaning ascribed to it in Recital C of this Deed.
- (i) **“Maintenance Agency”** shall have the meaning assigned to it under Clause 9.2 herein.
- (j) **“Maintenance Charges”** shall mean all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc., payable by the Vendee(s) to the Vendor, Association or Maintenance Agency or Competent Authority, as the case may be, for the right to use common areas and facilities in the Plotted Colony or the Common Areas and does not include the charges for actual consumption of utilities in the Industrial plot and Exclusive Areas, which shall be charged on actual consumption basis.
- (k) **“Said Building”** means that building constructed on the Subject Plot comprising of Basement, Stilt, First Floor, Second Floor, Third Floor, Fourth Floor and Terrace.

2. INTERPRETATION

In this Deed, unless the context requires otherwise, the following rules of interpretation shall apply –

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re- enacted or replaced from time to time whether before or after the date hereof;
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- (c) References to Recitals, Clauses, Schedules or Annexures are, unless the context

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otherwise requires, references to recitals, clauses, schedules or annexures of this Deed;

- (d) Headings to Clauses are for information only and shall not form part of the operative provisions of this Deed and shall not be taken into consideration in its interpretation or construction;
- (e) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- (f) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used in this Deed shall mean reference to this entire Deed and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- (g) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- (h) The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission.

3. CONVEYANCE

- 3.1 In consideration of receipt of a sum of **INR.**/- (Indian RupeesOnly) paid by the Vendee(s) to the Vendor No. 1 towards consideration of the sale of the Said Industrial plot and right to use ___no. Car Parking(s) space which also includes the basic price of the Said Industrial plot, computed on _____per sq. ft. basis ("**Total Consideration**"), the Vendor does hereby sell, grant, transfer, convey, alienate and assign the Said Industrial plot alongwith right to use the terrace, basement, ___ Car Parking(s) space, and undivided proportionate share/interest in the land underneath i.e. land underneath the above Subject Plot and the Common Areas of the building within the Subject Plot whereupon the Said Industrial plot is situated and as described in **Schedule-IV** herein ("**Common Areas**"), free from all encumbrances, along with all rights, title, benefits, easements and appurtenances thereto, unto the Vendee(s), absolutely and forever, subject to adherence of terms and conditions as stated in this Deed and the Agreement for Sale.
- 3.2 The Vendee(s) agree that the Exclusive Areas and Car Parking(s) space, allotted to the Vendee(s) by the Vendor shall not be treated as any independent property nor shall it be alienated independently of the Said Industrial plot.

4. CONSIDERATION & CHARGES

- 4.1 The Vendor hereby confirms and acknowledges the receipt of the Total Consideration of **INR.**/- (Indian Rupees Only) paid by the Vendee(s) to the Vendor.
- 4.2 The Vendee(s) confirm to have paid all other amounts forming part of the Total Consideration.
- 4.3 The Vendee(s) confirms and undertakes that the Vendee(s) shall be liable to pay all applicable government rates, taxes, cesses, any other indirect taxes, fees or levies and/ or to such taxes or any past dues related to the same of all and any kind by whatever name called, whether paid or payable by the Vendee(s), Vendor and/or levied or leviable now or post this Deed in future by the government, municipal authority or any other governmental

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authority on the Said Industrial plot.

- 4.4 The Total Consideration Value includes any development charges paid by the Vendor such as external development charges and infrastructure development charges. Provided that in case there is any change/modification/enhancement in the said charges/ fees/ levies, etc. in future.

5. **AGREED TERMS AND COVENANTS OF THE VENDEE(S)**

- 5.1 The Vendee(s) shall have undivided proportionate interest and joint and non-exclusive right to use the Common Areas, as set forth in **Schedule-IV** hereto, however, such rights shall always be subject to timely payment of the Maintenance Charges to the Association/ Maintenance Agency/Master Association, as the case may be.

- 5.2 The Vendee(s) shall use the Common Areas listed in **Schedule-IV** harmoniously along with other occupants, users, maintenance staff etc. in the Project/Licensed Land, without causing any inconvenience or hindrance to them. The Vendee(s) shall not be entitled to claim partition of its share in the Said Building or the Common Areas, and the same shall always remain undivided and impartible.

- 5.3 The Vendee(s) shall have the ownership of undivided proportionate share in the subject Plot and Common Areas only. The Vendee(s) understands that the remaining undivided interest in the subject Plot shall be vested with the floor owners of the other floors in the Said Building after the same are conveyed / transferred to buyers by the Vendor, and till such time the remaining undivided interest shall continue to vest with the Vendor. Further, except for the Said Industrial plot and Car Parking(s) Space, agreed to be sold/allotted and the necessary easement rights.

- 5.4 The Vendee(s) shall be entitled to get the Said Industrial plot transferred and mutated in its own name as owner in the municipal 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.

- 5.5 It is agreed that at present the fire safety measures in the Common Areas within the Said Building have been provided wherever required as per the existing fire safety code / regulations and charges thereof are included in the Total Consideration of the Said Industrial plot.

- 5.6 The Vendee(s) agrees and understands that the car parking space in the stilt area of the Said Building (other than allocation if any that has been made to the Vendee(s)), shall be allotted by the Vendor to buyers of other Industrial plots in the Real Estate Project for their exclusive use to park cars. The Vendee(s) expressly confirms to not have any objection to the same and undertakes to not obstruct the usage of the said car parking spaces in the stilt area in any manner whatsoever.

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- 5.7 The Vendee(s) agrees, undertakes and declares that it has clearly agreed to and understood, the following, as material and fundamental terms/ conditions of this Deed and transfer of ownership of the Said Industrial plot to the Vendee(s), and it shall be bound by the following at all points of time:
- (i) If any damage is caused to the Said Industrial plot or Car Parking(s) space or the Common Areas or to the Project on account of any act, negligence or default on part of the Vendee(s) or his/ her/ their employees, agents, servants, guests, or invitees, the Vendee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Vendor or the Association of Vendee(s) or the Maintenance Agency, as the case may be.
 - (ii) The Vendee(s) is strictly prohibited from making any structural alterations or modifications in the Said Industrial plot or outside the Industrial plot to the structure or the services and systems laid out in the Industrial plot/ Said Building including any changes that are either structural changes or such that would lead to disruption of the services laid out in the Said Building or along the Said Building for use by one or more of the floors in the Said Building. The Vendee(s) shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the Said Industrial plot save and except with the prior permission of the Association of Allottees/ Vendor/ Maintenance Agency in writing.
 - (iii) The Vendee(s) shall not cover the Car Parking (s) or store any goods in the Car Parking(s), nor shall the Vendee(s) use or permit it to be used for any purpose other than parking their cars.
 - (iv) The Vendee(s) undertakes not to sub-divide the Said Industrial plot.
 - (v) The Vendee(s) (or the / Association) shall not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Said Building or anywhere on the exterior of the Project, buildings in the Project or the building where the floor is located or the floor or the Common Areas within the subject Plot or common areas within the Project/Building where the Floor is located.
 - (vi) The Vendee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodeling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Said Building or the Industrial plot.

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- (vii) The Vendee(s) shall not store nor permit to be stored, any hazardous or combustible goods in the Industrial plot or place any heavy material in the said Building. The Vendee(s) shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas within the subject Plot. The Vendee(s) shall also not remove any wall in the said Building.
- (viii) The Vendee(s) shall not use the Industrial plot and Exclusive Area, so as to cause blockade or hindrance to any common passages, basement veranda or terraces. No common parts of the Project will be used by the Vendee(s) for keeping/chaining pets/animals/birds or storage of cycles, motorcycles, waste/ refuse, wrong/unauthorized parking of vehicles nor the common passage shall be blocked in any manner whatsoever by the Vendee(s).
- (ix) The Vendee(s) shall not be allowed to do any activity which may be objected to or by the other occupants/ owners in the Project such as playing of high volume music, usage of loudspeakers, 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 laws of the Association/rules in the Project.
- (x) The Vendee(s) is/ are aware that a revenue rasta passes through the said Project, which the Company proposes to use for the benefit of the said Project post approval from the Competent Authorities and that the Vendee shall not raise any objection regard the same.

5.8 The Vendee(s) agrees and undertakes that the Vendor has agreed to sell the Said Industrial plot to the Vendee(s) subject to the Vendee(s) agreeing to the terms and conditions stated in 5.9 above, and accordingly the Vendee(s) shall at all times be bound by the same.

6. HANDOVER OF INDUSTRIAL PLOT AT THE REAL ESTATE PROJECT

- 6.1. The Vendee(s) shall not have any claim or right to interfere in any manner with the booking, allotment, sale, management or resale of any other units, plots, commercial units, convenient shops, community buildings, club houses, row houses or any other construction as is required/permissible by the DTCP or under the License or in the operation and management of shop(s), commercial premises, Club or community facilities/amenities in the Project or in the Affordable Plotted Colony.
- 6.2. The Vendor shall have the right to make additional construction anywhere in the Plotted Colony except on the Subject Plot, by using the unutilized FAR anywhere in the Plotted Colony to the extent permissible by Applicable Laws, the Government of Haryana or DTCP. The Vendee(s) shall not raise

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any objection whatsoever in this regard and the Vendor shall have the absolute right to transfer to any Third Party such additional construction in any manner whatsoever as the Vendor may in its sole discretion deem fit. The Vendee(s) agree that any such additional construction undertaken at any point in time by the Vendor in the Plotted Colony shall not adversely affect the right, title and interest of the Vendee(s) in and to the Said Industrial plot.

- 6.5 The Vendee is fully aware that the Licensed Land shall be developed in Phases over a period of time, and that, there may be certain interconnected essential common infrastructure facilities proposed to be provided for the entire Licensed Land such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights etc., which might be made available as and when the construction in respect of the phases of the Licensed Land other than the Project/Phase gets completed. The essential common areas and facilities required for the Project/Phase shall be made available at the time of handing over the possession of the said Industrial plot in the Project.

7 HANDOVER OF POSSESSION OF THE INDUSTRIAL PLOT

- 7.1 The Vendor has handed over the vacant, physical and peaceful possession of the Said Industrial plot and allocated Car Parking(s) Space to the Vendee(s). The Vendee(s) has taken the possession of the Said Industrial plot and allocated Car Parking(s) Space.
- 7.2 The Vendee(s) shall, henceforth be solely responsible to maintain the Said Industrial plot at its own cost, in good state and proper condition (including payment of all related charges, costs, expenses, Applicable Taxes including property taxes, maintenance charges, utility bill payments including in respect of electricity, water, etc.). The Vendee(s) shall not do or suffer to be done anything in or to the Said Building, or the Said Industrial plot, or the staircases, lifts, stilt areas, common passages, corridors, circulation areas, or the compound or Project which may be in violation of the Applicable Laws or rules of any authority or change or alter or make additions to the Industrial plot. The Vendee(s) shall keep the Said Industrial plot, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized. In case of the Vendee(s) leasing/ licensing out the Said Industrial plot to any third party after the execution hereof, the Vendee(s) shall ensure and be solely responsible for compliance by such lessee/ licensee of the Vendee(s) with all terms and conditions as may be set forth in the Agreement for Sale, this Deed, Maintenance Agreement or any other deed, document or agreement as may have been executed by the Vendee(s) in respect of or in connection with the Said Industrial plot, Common Areas, Said Building, Car Parking(s) etc.

8 REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE VENDEE(S)

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- 8.1 The Vendee(s) agrees and undertakes that the Project, unless specifically approved by the Vendor, shall always be known as “M3M Elie Saab at SCDA” and the said name shall never be changed, either by the Vendee(s) and/or jointly by the Vendee(s) and other owners through the Association in the Project. The Vendee(s) understands and agrees that since the above said brand name is associated to the Project name, it shall be of utmost importance, that the Project is maintained and managed at all times, even after handover to the association, in accordance with the branding policy, rules and guidelines, as prepared and provided by the Vendor from time to time. The Vendee(s) agrees and acknowledges that this is a fundamental and material understanding to this Conveyance Deed, and rights transferred herein, are subject to adherence of the same at all times. The Vendor shall have a right (but not an obligation) to undertake periodic audits in respect of such adherence to the branding policy, rules and guidelines at all times. The Vendee(s) understands that the said brand name is associated to the Project name alone, and the Vendee(s) or the association shall not be entitled under any manner to use the said brand name in any other manner whatsoever, including in prefix or suffix of the name of the Association.
- 8.2 The Vendee(s) agrees and undertakes to abide by all the conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the License granted to the Vendor for the Plotted Colony.
- 8.3 The Vendee(s) acknowledges that water pipelines/drains/electric lines provided originally for a specific purpose shall not be tampered with/ disturbed without the prior written approval of the Association. Further, all lights/power points in the Said Industrial plot, Common Areas and Car Parking(s) shall conform to the permitted/sanctioned electric load. The Vendee(s) shall not put away any personal belonging including flower pots, cots, furniture items boxes, dustbins, and other personal use items etc. in the Common Areas and specifically the flower pots shall not be placed on parapets/ledges. The Vendee(s) shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas or facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- 8.4 The Vendee(s) shall be under an obligation to execute all such agreements as may be necessary, to stay in the Project as per the various directions and acts of Government departments from time to time.

9 FORMATION OF ASSOCIATION AND MAINTENANCE OF THE PLOTTED COLONY

- 9.1 Vendor shall formulate an association of allottees of the Project/Allottees of the Residential Apartments/Master Association, as the case may be (“**Association of Vendees**”) in the Plotted Colony which is registered with Real Estate Regulatory Authority vide registration no _____ and _____ the Independent Floors

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of which have been registered with the Real Estate Regulatory Authority vide registration no. _____ and _____, and the owners of Industrial plots/ constructed on the plots in the Plotted Colony, shall be members. The Vendor shall form the said Association of Allottee(s) either for the Plotted Colony/Residential Floor Allottees, under applicable laws for maintenance of Common Areas & Facilities of the Plotted Colony. Owner shall be responsible to maintain Common Areas & Facilities of the Plotted Colony till the taking over of the maintenance of such Common Areas & Facilities of the Plotted Colony by the Association of Allottee(s) or the Competent Authority, as the case may be, either itself or through the maintenance agency (“**Maintenance Agency**”) and shall be entitled to charge the Vendee(s) for the same. Simultaneously with the execution of this Conveyance Deed, the Vendee(s) has entered into a maintenance agreement with the Vendor / Maintenance Agency with regard to the above, which shall provide detailed terms / conditions with regard to the above.

- 9.2 In case, the Association of Allottees/ Master Association/Competent Authority, as the case may be, fails to take handover of the Common Areas & Facilities of the Plotted Colony, then in such a case, the Vendor shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period till such time the handover is taken by the Association of Allottees/Competent Authority, which shall be recoverable from the Association of Allottees / Industrial plots within the Plotted Colony.
- 9.3 The Vendee(s) shall pay the maintenance charges as may be levied by the Maintenance Agency/Association of Allottees/Master Association/Competent Authority, as the case may be and shall also enter into a maintenance agreement with the Maintenance Agency/Association of Allottees, as the case may be, in the format to be provided by the Vendor. It is made clear to the Vendee(s) that the Maintenance Agency/Association of Allottees/Master Association/Competent Authority, as the case may be shall render maintenance services only with respect to the Common Areas & Facilities of the Plotted Colony and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision and such other services for the proper running, maintenance and operation of such Common Areas & Facilities.

10 **TRANSFER BY THE VENDEE(S)**

- 10.1 On and from the date of execution and registration of this Deed, the Vendee(s) may transfer by way of sale, gift, mortgage, charge, lien, lease, license, exchange or by any other mode whatsoever the Said Industrial plot along with Car Parking(s) space in favour of any third party. Any such arrangement/agreement entered into by the Vendee(s) shall be at his/her/ their sole cost, expense, liability, risk and consequences.
- 10.2 However, before concluding any sale or transfer of ownership of the Said

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Industrial plot and, the Vendee(s) shall be required to:

- (i) Pay all outstanding dues of Maintenance Charges and other charges as may be notified by the Association of Allottees/Master Association/Maintenance Agency/Vendor/Competent Authority; and
 - (ii) Obtain a 'no dues certificate' from the Association of Allottees/Maintenance Agency/Master Association/, as the case may be in this regard.
- 10.3 In the event of the Vendee(s) obtaining any financial assistance and/or housing loan from any bank/financial institution with regard to the Said Industrial plot along with Exclusive Areas and Car Parking(s), then the Vendor shall in no event be responsible or assume any liability and/or responsibility for any such loan and/or financial assistance which the Vendee(s) may obtain from such bank/ financial institution.
- 10.4 The Vendee(s) shall intimate and get registered with the Association, all tenants of the Industrial plots and all such tenants may be subjected to police verification by the Association of Allottees/ Maintenance Agency/Master Association.
- 10.5 The Vendee(s) as well as subsequent transferees of Vendee(s) shall observe and perform all the terms and conditions of the Applications, Allotment, Agreement for Sale dated, _____ maintenance agreements and this Deed and shall keep the Vendor and their agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss and damages that the Vendor may suffer as a result of non-payment, non-observance or non- performance of the same by the Vendee(s)/ subsequent transferees of the Vendee(s).
- 10.6 All subsequent transferees / assignees / owners of the Said Industrial plot shall at all times be bound by the terms and conditions of this Deed and the Agreement for Sale dated _____ and all other deeds/ documents executed between Vendor and the Vendee(s).
- 10.7 The Car Parking(s), allocated terrace area and basement spaces are appurtenant to the Industrial plot and cannot be dealt with or transferred without the Said Industrial plot.

11 STAMP DUTY

All costs of stamp duty, registration fee and other miscellaneous/incidental expenses on the execution and registration of this Deed have been borne and paid by the Vendee(s) and the Vendee(s) agrees to pay any demand /deficiency of stamp duty, fee etc. made by the relevant government authority, in future.

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12 SEVERABILITY

If any of the provisions of this Deed shall be determined to be void or unenforceable under Applicable Laws, 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 Laws and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms. If any such prohibition or unenforceability substantially affects or alters the terms and conditions of this Deed, then the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Deed as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Deed, prior to such prohibition or unenforceability.

13 WAIVER

The failure of any non-defaulting Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Deed shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Deed or the rights and obligations of the non-defaulting Party. The Parties acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.

14 VENDEE(S) UNDERTAKING

14.1 The Vendee(s) agrees and undertakes that it shall continue to remain bound by the terms and conditions of the Agreement for Sale and the same shall survive this conveyance, unless if any term/ condition of the Agreement for Sale is contradictory to this Deed, in which case the terms and conditions of this Deed shall survive.

14.2 The Vendee(s) further confirms having sought detailed explanations and clarifications from the Vendor and that the Vendor has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Vendor, the Vendee(s) herein has signed this Deed and has paid the money(ies) hereunder being fully conscious of his/ her/ their liabilities and obligations.

15 VENDOR UNDERTAKING

The Vendor assure the Vendee(s) that the Industrial plot is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims etc., and there is no legal impediment or restraint of any nature whatsoever for the transfer of the Industrial plot to the Vendee(s).

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IN WITNESS WHEREOF the Parties have executed this Deed on the day, month and year first written above.

VENDOR No. 1

1. (Signature)
2. Name:.....
3. Address:.....

VENDOR No. 2

1. (Signature)
2. Name:.....
3. Address:.....

VENDEE(S)

1. (Signature)
2. Name:.....
3. Address:.....

Witness

- 1.
- 2.

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**SCHEDULE-I
DESCRIPTION OF THE INDUSTRIAL PLOT AND THE SUBJECT
PLOT**

**A. DESCRIPTION OF THE SUBJECT PLOT, WHERE THE
INDUSTRIAL PLOT IS APPLIED:**

- (i) Block No.:
- (ii) Plot No:
- (iii) Area of the Subject Plot:
- (iv) Type.....
- (v) Bounded as follows;
 - On the EAST -
 - On the WEST -
 - On the NORTH -
 - On the SOUTH -

**Description of Industrial plot which are housed in the Said Building constructed
on the Subject Plot.**

- (vi) Plot No. –
- (vii) Floor No
- (viii) **Plot area of Industrial Plotsq mts/sq ft.
- (ix) Exclusive Balcony area of sq. mts /sq ft as demarcated in

Schedule-III

- (x) Exclusive terrace area _____sq.mts/sq.ft. as demarcated in

Schedule-IV

- (xi) Exclusive Basement Area _____Sq.mts./Sq.ft. as demarcated in

Schedule-V

- (xii) Exclusive right to use 1 car parking(s) in the Stilt as demarcated in Schedule-III-hereto

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| <u>Preferential Location</u> <u>Attributes:</u> | |
|--|--|
| | |
| | |
| | |

***“Plot Area, shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016.*

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**SCHEDULE-II
SPECIFICATIONS & AMENITIES
WHICH ARE PART OF THE INDUSTRIAL PLOT**

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SCHEDULE-III
FLOOR / DEMARCATION PLAN OF INDUSTRIAL PLOT AND CAR
PARKING(S)

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SCHEDULE-IV
COMMON AREAS

Common Areas within the Subject Plot

- Lift & Lobby Staircase.
- Common Lobby Areas.
- Common area at Terrace.
- Common area at Basement

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Annexure A-: 'Payment Plan'

Earnest money which is not exceeding 10% of the total cost of the unit is already paid at the time of allotment. Balance consideration amount shall be paid as under:

1. In case of Down Payment Plan

| S.no. | Installment | Percentage of total consideration | Amount (in Rs.) | Due Date | Interest | Balance Payable (in Rs.) |
|-------|--|-----------------------------------|-----------------|----------|----------|--------------------------|
| 1. | On Booking | 10% | | | | |
| 2. | After Signing, execution and registration of BBA | 40% | | | | |
| 3. | On Possession | 50% | | | | |
| | Total Payable | | | | | |

OR

2. In case of Construction linked plan

| Installment | Particulars | Percentage |
|-----------------|---|------------|
| 1 st | At the time of Booking along and allotment letter | 10% |
| 2 nd | After Signing, execution and registration of BBA | 10% |
| 3 rd | On completion of sub- structure | 7.5% |
| 4 th | On completion of super- structure | 25% |
| 5 th | On completion of MEP | 10% |
| 6 th | On completion of finishing | 20% |
| 7 th | On completion of Internal development works | 12.5% |
| 8 th | On Possession | 5% |

OR

3. Any other plan duly approved by HARERA