

located) shall vest solely with the Vendors, who shall alone have the sole and absolute right/authority to deal in any manner with such land(s), facilities and amenities.

17. That the Vendee undertakes to regularly pay the maintenance and service charges, as determined by the Maintenance Agency, which shall look after the maintenance and up-keep of the Said Project including open spaces, common areas and facilities, landscaping, etc.. The Vendee shall pay the maintenance charges to the Maintenance Agency, as may be demanded by Maintenance Agency. If the Vendee fails and/or neglects to pay the maintenance charges, the Vendee or anyone else lawfully claiming through or under the Vendee, shall not be entitled to make use of the common areas, facilities and services as the regular payment of such maintenance and replacement charges is a condition precedent for using such common areas, facilities and services. Further, the Vendee undertakes to pay the maintenance charges as per bills raised by the said Maintenance Agency, irrespective of whether the Vendee is in occupation of the said Independent Floor or not. In order to secure due payment of maintenance bills and other charges raised by the Maintenance Agency, the Vendee has deposited and always keep deposited with the Vendors and/or Maintenance Agency as Interest Free Maintenance Security (IFMS) such sum(s) as may be required by the said Maintenance Agency from time to time.
18. That in order to maintain security in the Said Project, the Vendors and/or the Maintenance Agency shall be free to restrict the entry of anyone into the Said Project whom it considers undesirable.
19. That the Vendee agrees to pay on demand, taxes of all and any kind whatsoever, whether levied or leviable, now or in future, on land, building and/or construction of building or said Independent Floor in proportion to the super area of the said Independent Floor and for this purpose the Vendors or any other agency appointed by the Vendors shall make such apportionment, as may be appropriate considering the super area of the said Independent Floor to the total area of all floors in the said building in which the said Independent Floor is located or as may be prescribed by the competent authority, and the same shall be conclusive, final and binding upon the Vendee.
20. The Vendee shall permit the Vendors/ Maintenance Agency and their surveyors and agents with or without workmen at all reasonable times to enter into the said Independent Floor or


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any part thereof to inspect the state and condition of the said Independent Floor/said building or any part thereof and to take the corrective measures for any defect or damage in the said building in which the Said Independent Floor is located.

21. The Vendee shall not put up any name or sign board, neon-light, publicity or advertisement material, hanging of clothes etc., on the external façade of the said building or anywhere on the exterior of the said building or common areas.
22. The Vendee undertakes to follow, observe and perform all the internal guidelines in the form of Do's and Don'ts provided by the Maintenance Agency in the welcome kit.
23. The Vendee also agrees not to change the colour scheme of the outer walls or painting of the exterior side of the doors & windows etc., or carry out any change in the exterior elevation or design of the said building.
24. The Vendee hereby covenants with the Vendors to pay from time to time and at all times the amounts which the Vendee is liable to pay as agreed under this Deed and/or the Agreement and to observe and perform all the covenants and conditions contained in this Deed. The Vendee further shall keep the Vendors and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the covenants and conditions of this Deed by the Vendee and also against any loss or damage that the Vendors may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Vendee.
25. That all the terms and conditions of the Agreement in respect of the said Independent Floor shall be deemed to have been incorporated in this Deed save and except those of the terms and conditions of the said Agreement which are at variance with the terms and conditions contained in this Deed in which case same terms and conditions contained herein shall prevail.
26. That in case there are joint Vendees, all communications shall be sent to the Vendee whose name appears first and at the address given by him which shall for all purposes be considered as served on all the Vendees and no separate communication shall be necessary to be sent to the other named Vendee.
27. That failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to


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be a waiver of any provisions or of the right thereafter to enforce each and every provision.

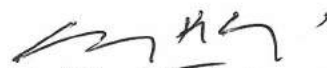
28. That if any provision of this Deed is or becomes inconsistent with any statutory law, the same shall be deemed to have been amended/deleted to the extent necessary to conform to the applicable law and the remaining provisions of this Deed shall remain valid and enforceable by the parties of this Deed.
29. That all stamp duty, registration charges and other incidental and legal expenses thereto have been borne and paid by the Vendee. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/Concerned Authority along with consequent penalties/deficiencies that may be levied in respect of the said Independent Floor conveyed by this Deed shall be borne by the Vendee exclusively and the Vendors have no responsibility in this regard whatsoever.
30. That the use of any gender, in this deed or use of singular or plural expressions shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of this deed and the same shall be read and construed accordingly as the context demands.
31. That all the Annexures and the Schedules of this Deed shall form part and parcel of this Deed.

Drafted By
DEVENDER SINGH
ADVOCATE
GURGAON

23-2-17


Developer


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Mr. Uday Pal Singh

Schedule - I

THE SAID FLOOR REFERRED TO ABOVE

ALL THAT **Independent Floor No. EHF-350-I-SF-136** having **Super Area 162.58 sq. mtrs. (1750 sq. ft.) constructed on 2nd floor of Plot No. I-136 admeasuring 292.64 sq. mtrs. (350 sq. yds.) in Block-I**, alongwith Parking Space(s) **2 (two) Nos.** (Open / Covered) in the Said Project situated in the revenue estate of Village Nangli Umarpur, Badshahpur, Maidawas, Tehsil & District Gurgaon, Haryana, within the boundaries of Sectors 62 & 65, Gurgaon, Haryana, and bounded as under:


At or towards the NORTH	: 15m Wide Road
At or towards the SOUTH	: Plot No. I-109
At or towards the EAST	: Plot No. I-137
At or towards the WEST	: Plot No. I-135


Schedule - II

ALL THAT LAND ON WHICH THE PROJECT IS BEING
DEVELOPED

North	:	24 M Wide Road
South	:	Other's Land
East	:	60 M Wide Road
West	:	Other's Land


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Schedule - III

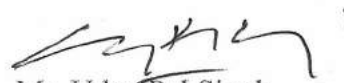
DETAILS OF PAYMENTS MADE BY THE VENDEE TO THE VENDOR

<u>SR #</u>	<u>Receipt Number</u>	<u>Receipt Date</u>	<u>Cheque Allocated</u>
1	812388	16-Jun-09	500,000
2	812390	22-Aug-09	145,000
3	587774	14-Sep-09	645,000
4	506398	07-Oct-09	630,000
5	906448	09-Oct-10	729,666
6	734797	03-Jan-11	568,254
7	305601	20-May-11	263,400
8	164389	20-May-11	194,979
9	667178	20-May-11	193,701
10	164399	19-Dec-11	645,000
11	164405	26-Jun-12	385,341
12	78117	26-Jun-12	145,504
13	305606	26-Jun-12	114,155
14	218172	04-Dec-12	291,008
15	218173	26-Dec-12	192,742
16	305614	15-Jul-13	216,908
17	770600	25-Jul-13	266,842
18	616960	13-Nov-13	654
19	694913	28-Oct-16	10,651
19	921756	08-Dec-16	311,195
Total			6,450,000

IN WITNESS WHEREOF the Developer, Land Owners acting through their authorized representatives authorized to execute conveyance deeds, etc., and to present for registration the conveyance deed vide Resolution of the respective companies and the Vendee have set their hands on these presents at Gurgaon on the day, month and year first above written, in the presence of the following witnesses:


Developer

Land Owners


Mr. Uday Pal Singh

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED VENDORS

For

Emaar MGF Land Limited,
Through Authorised Signatory




(Mr. Sachin Ahuja)

For **Land Owners**

Accordion Buildwell Pvt. Ltd., Active Promoters Pvt. Ltd., Bailiwick Builders Pvt. Ltd., Brijbasi Projects Pvt. Ltd., Casing Properties Pvt. Ltd., Chintz Conbuild Pvt. Ltd., Divit Estates Pvt. Ltd., Flounce Propbuild Pvt. Ltd., Fluff Propbuild Pvt. Ltd., Foray Propbuild Pvt. Ltd., Forsythia Propbuild Pvt. Ltd., Fount Propbuild Pvt. Ltd., Frond Propbuild Pvt. Ltd., Gadget Propbuild Pvt. Ltd., Gaucho Propbuild Pvt. Ltd., Gauge Propbuild Pvt. Ltd., Gems Propbuild Pvt. Ltd., Glade Propbuild Pvt. Ltd., Garland Estates Pvt. Ltd., Hammock Buildwell Pvt. Ltd., Jasper Propbuild Pvt. Ltd., Jerkin Propbuild Pvt. Ltd., Juhi Promoters Pvt. Ltd., Kamdhenu Projects Pvt. Ltd., Kestrel Propbuild Pvt. Ltd., Logical Developers Pvt. Ltd., Legend Buildcon Pvt. Ltd., Prezzie Buildcon Pvt. Ltd., Progeny Buildcon Pvt. Ltd., Seriel Buildtech Pvt. Ltd., Sriyam Estates Pvt. Ltd., True Value Buildcon Pvt. Ltd., Utkarsh Buildcon Pvt. Ltd., Yukti Projects Pvt. Ltd.

Through Authorised Signatory



Developer



Land Owners



Mr. Uday Pal Singh


SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED
VENDEE

(Mr. Uday Pal Singh)



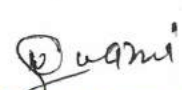
In the presence of:
WITNESSES:

1. Signature


DEVENDER SINGH
ADVOCATE
GURGAON

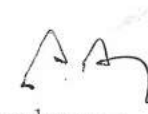
Name
Address

2. Signature


Kuldeep Swami & Late Ramphal Swami
R/o Vill- Hadaheri, Teh.- Mundawar,
Alwar (Rajsthan)

Name
Address

S. No.	Annexures to the Conveyance Deed	Page numbers
I.	List of Common Areas	
II.	Definition of Super Area	
III.	Land Schedule	
IV.	Unit Layout Plan	


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ANNEXURE I

COMMON AREAS


Common Areas shall mean and include the following:-

Common Areas and common amenities in relation to the Said Independent Floor shall include all easements rights of access and other similar rights belonging to the Plot on which the said building has been constructed and the said building which will *inter-alia* include the common structures such as foundations, columns, beams, supports, corridors, staircase, entrances and exit of the said building, car parking areas, passages, driveways, storage space, spaces for security, as per requirement or specified for common use and all other parts of the said building and land necessary for maintenance, safety and common use. Installation of common amenities such as power, light, gas, water, heating, refrigeration, air conditioning if any, sewerage, elevators if any, water tanks, pumps, ducts and such other common amenities will also form a part of Common Areas.

The Common Areas and common amenities as provided herein shall remain undivided and no owner or occupier of any Floor or any person shall be entitled to seek a partition or division of any part thereof.

Vendee shall be entitled to the undivided proportionate interest in no other common facilities /amenities in the said Project except the Common Areas within the said building or the said plot on which the said building is constructed only.


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ANNEXURE II

DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the Total Consideration in respect of the Said Independent Floor shall be the sum of Apartment Area of the Floor and its pro-rata share of the Common Areas in the entire building in which the Said Independent Floor is located. Super Area of the Floor provided with exclusive lawn/open terraces shall not include area of such lawn/terrace. The Floor owner shall however not be permitted to cover such lawn/terraces. Apartment Area shall include area encompassed within the walls of Floor, all balconies/verandahs, whether covered or uncovered in the Floor and thickness of walls. However, in case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating Apartment Area.

It is further clarified that the Super Area mentioned in this Conveyance Deed does not give any right, title or interest in Common Areas by sharing with other occupants/owners in the said building.



Developer



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Mr. Uday Pal Singh