Sale of Immovable Properties



Indian-Non Judicial Stamp **Haryana Government** 



Date: 07/05/2019

Certificate No.

GRN No.

G0G2019E1887

47314728





Stamp Duty Paid: ₹ 305000

Penalty: (Rs. Zero Only)

₹0

Seller / First Party Detail

Name:

Jagbir Singh Tanwar

H.No/Floor:

Sector/Ward: Na

LandMark: Na

City/Village: Chandanhula

District: New delhi

State: Delhi

Phone: 00

Others: Rati ram Both GPA Holder JMD Limited

Buyer / Second Party Detail

Name:

Hughes and Hughes chem limited

H.No/Floor: 5/R10

Sector/Ward: Na

LandMark: Nehru Enclave

City/Village: New delhi

District: New delhi

State: Delhi

00 Phone:

Purpose: For conveyance Deed

CONVEYANCE DEED

1. Type of Deed : CONVEYANCE DEED

2. Village/City Name

: Nangli Umarpur, GURUGRAM

3. Project Name : JMD EMPIRE

4. Unit No./Floor : FF-427, 4th Floor : 1000 sq. ft. approx.

5. Super Area

: 650 sq. ft. approx.

6. Covered Area 7. Transaction Value

: Rs. 61,00,000/-

8.

Stamp Duty, Stamp No. & : Rs. 3,05,000/-

Date

: G0G2019E1887 &07.05.2019

9. IT/Commercial : Commercial

For JMD

प्रलेख न:1494

दिनांक:08-05-2019

डीड सबंधी विवरण डीड का नाम CONVEYANCE OUTSIDE MC AREA तहसील/सब-तहसील बादशाहपुर गांव/शहर लाईसंेस कालोनी स्थित लाईसेस कालोनी भवन का विवरण भूमि का विवरण **ट्यवसायिक** 1000 Sq. Feet धन सबंधी विवरण राशि 6100000 रुपये कुल स्टाम्प इ्यूटी की राशि 305000 रुपये स्टाम्प नं : G0G2019E1887 स्टाम्प की राशि 305000 रुपये रजिस्ट्रेशन फीस की राशि 35000 रुपये पेस्टिंग शुल्क 3 रुपये EChallan:47372910 Drafted By: H. Khatana Adv Service Charge:200

यह प्रलेख आज दिनांक 08-05-2019 दिन बुधवार समय 3:55:00 PM बजे श्री/श्रीमती/कुमारी Ms Jmd Ltdthru Arjun BhatiaOTHER निवास

Upper Ground figor Devikal Fower 6 Nehru Place Nd द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

brised Signatory

उप/सयुंक्त प्रजीयन अधिकारी (बादशाहपुर )

हस्ताक्षर प्रस्तृतकर्ता Ms Jmd 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 अनापति प्रमाण पत्र प्राप्त कर लिया गया है ।

प्रलेख में वर्णित क्षेत्र मगर रेव ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा ७-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पॅजीकृत कंरने से पूर्व स्विधित विभाग से अनापति प्रमाण पत्र की आवश्यकता नहीं है।

ed Signatory दिनांक 08-05-2019

उप/सयुंक्त पंजीयन अधिमारी ( बादशाहपुर )

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी Ms Hughes And Hughes Chem Ltd thru THRU- RAJAT SINGHALOTHER) हाजिर है । प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि विक्रेताने मेरे समक्ष क्रेता 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 Manoj KUmar Bhatnagar पिता ---निवासी ADV GGM व श्री/श्रीमती/कुमारी SACHIN KUMAR पिता---- निवासी Rithoj GGM ने की | साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

दिनांक 08-05-2019

Ms Jmd Ltd

उप/सयुंक्त पंजीयन अधिकारी( बादशाहपुर )

This **DEED OF CONVEYANCE** is executed at Gurugram, on this <u>O8</u> day of May, 2019

By

- 1) Shri Jagbir Singh TanwarS/o Harbhajan Singh R/o Village Chandanhula, New Delhi, acting through his Attorney M/s JMD Ltd., a company registered and incorporated under the provisions of Companies Act, 1956, vide duly Registered Power of Attorney dated 15.12.2007, represented through its authorised signatory Mr. Arjun Bhatia vide Board Resolution dated 22.04.2019 (Hereinafter called the "OWNER/VENDOR" First Part,
- 2) Shri Rati Ram S/o Late Rupchand R/o Village& Post Tighra District Gurgaon, acting through his Attorney M/s JMD Ltd., a company registered and incorporated under the provisions of Companies Act, 1956, vide Registered Power of Attorney dated 16/10/2007, represented through its authorised signatory Mr. Arjun Bhatia vide Board Resolution dated 22.04.2019 (Hereinafter called the "OWNER/VENDOR" Second Part,

("OWNER/VENDOR" First Part &"OWNER/VENDOR" Second Part are hereinafter jointly called as "the VENDORS", which expression shall unless the context otherwise requires mean & include their respective successors, legal heirs, nominees & permitted assigns etc.) of the FIRST PART.

### AND

M/s JMD Limited, a Company registered and incorporated under the provisions of Companies Act, 1956, having its registered office at Upper Ground Floor, Devika Tower, 6, Nehru Place, New Delhi-110019 through its Authorised Signatory, Mr. Arjun Bhatia, who has been duly authorized to do so vide Board Resolution dated 22.04.2019 (hereinafter called the 'DEVELOPER/CONFIRMING VENDOR', which expressions shall unless it be repugnant to the context thereof, be deemed to include its successors, liquidators and permitted assigns etc.) of the SECOND PART,

### IN FAVOUR OF

M/s Hughes and Hughes Chem Limited a company incorporated under the provisions of Companies Act 1956, amended upto date, having its registered Office Situated at, Flat No.-5, R-10, Nehru Enclave, New Delhi-110019 through its Managing Director Mr. Rajat Singhal S/o Sh. Rajender Singhal (hereinafter referred to as "the VENDEE" which expression shall unless it be repugnant to the context thereof, be deemed to include its respective legal heirs, successors, legal representatives, nominee(s) &permitted assigns etc.) of the THIRD PART.

Whereas M/s JMD Ltd., (Developer/Confirming Vendor) has developed and constructed a Multi-Storeyed Commercial Complex known as "JMD EMPTRE"

2

Reg. No.

Reg. Year

Book No.

1494

2019-2020



विक्रेता



क्रेता



गवाह

For JMD Limited

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- thru Arjun BhatiaOTHER Ms Jmd Ltd

क्रेता For IthruheHRU RAJAT SINGHALOTHERMs Hughes And Hughes Chem

गवाह 1 :- Manoj Kumar Bhatnagar

गवाह 2 :- SACHIN KUMAR

## प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1494 आज दिनांक 08-05-2019 को बही नं 1 जिल्द नं 31 के पृष्ठ नं 89.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 618 के पृष्ठ संख्या 98 से 100 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 08-05-2019

उप/सयुंक्त पंजीयन अधिकारी( बादशाहपुर )

SADSHAHPUR S

(hereinafter referred to as the 'Said Complex') on a piece of land owned by Shri Jagbir Singh Tanwar S/o Harbhajan Singh R/o Village Chandanhula, New Delhi, admeasuring 2.6375 acres comprising of Khasra No. 8//9(8-0), 11(8-0) and 12 MIN(5-02) and Shri Rati Ram S/o Late Rupchand R/o Village & P.O. Tigra, District Gurgaon (Haryana) admeasuring 0.225Acres, comprising of Khasra No. 9//15 MIN(1-16) (hereinafter collectively referred to as the 'Said Land'), situated at Village NangaliUmarpur, Tehsil & District Gurugram, in terms of the Collaboration Agreement dated 10/08/2007 read with supplementary Collaboration agreement dated 21/01/2013 and Collaboration Agreement dated 16.12.2006(hereinafter referred as the "said Collaboration Agreement(s)") executed between the Developer/Confirming Vendor and the Vendors of the respective land, and vide duly registered Power of Attorney dated 15.12.2007 and 16.10,2007 respectively, executed by the respective Vendors in favour of the Developer/Confirming Vendor.

And Whereas Occupation Certificate has been issued by the Director Town and Country Planning, Haryana vide Memo No ZP-531/SD(BS)/2017/17803 dated 25/07/2017.

And Whereas by virtue of and in accordance with the terms and condition of the said Collaboration Agreement(s), the Developer/Confirming Vendor and the Vendors are entitled to sell and transfer by way of sale the specific Showrooms/Unit/Office Space on ownership basis in the Commercial Complex comprised in their respective Allocation of the built/unbuilt areas of the said Commercial Complex in their own name or in the name of their nominee(s).

And Whereas the subject matter of the present Agreement is out of the Developer/Conforming Vendor Allocation and consequently the Confirming Vendoris entitled to enter into this agreement with the VENDEE and to dispose of the same to and in favour of the VENDEE.

And Whereas the VENDEE after inspection of the site, defined area, quality of construction, license for development and construction of the Multi-Storeyed Commercial Complex on the said Land granted by Director, Town and Country Planning, Haryana under Haryana Development and Regulation of Urban Areas Act, 1975 in the names of the VENDORS, proposed building plans, specifications, ownership records, Occupation Certificate and other connected/relevant papers and after satisfying himself in all respects have agreed to purchase Unit/Showroom/Office Space in the said Commercial Complex, known as "JMD Empire" as aforementioned.

And Whereas the Vendee had agreed to purchase and the Confirming Vendor had agreed to sell all its rights, titles and interest in Showroom/Office Space/Other Space No. FF-427, having super area of 1000 sq. ft. approx. (Covered Area 650 Sq. Ft.), on 4<sup>th</sup> Floor, in the said Commercial Complex, known as "JMD Empire" (hereinafter referred to as 'Said Premises') along with its proportionate, undivided, indivisible and impartible share of Ownership rights, titles and interest in the land

For JMD Limited

Authorised Signatory



underneath the said Complex, falling to it's allocation under the said Collaboration Agreement(s), unto the Vendee for a Basic Sale Consideration of Rs. 61,00,000/(Rupees Sixty One Lac Only) and all other charges on the terms and conditions stipulated herein.

And Whereas the Confirming Vendor had allotted a Showroom/Office Space/Other Space No. FF-427, having super area of 1000 sq. ft. approx. (Covered Area 650 Sq. Ft.), on 4<sup>th</sup> Floor in the said Complex in favour of Vendee.

And Whereas the Vendee had already paid to the Confirming Vendor a sum of Rs. 61,00,000/- (Rupees Sixty One Lac Only)

And Whereas the VENDEE had satisfied himself in respect of the defined area of the said premises as well as that the construction has been made in accordance with the drawings, design and specifications and the area as had been agreed between the parties, has since already taken over the possession of the Said Premises and is now desirous of getting the Conveyance Deed of the Said Premises executed and registered in his/her favour.

And Whereas the Confirming Vendor is now desirous of conveying, transferring and selling the Said Premises unto the Vendee.

## NOW THEREFORE THIS DEED OF CONVEYANCE/ SALE WITNESSES AS UNDER;

- 1. That in pursuance of the said Agreement and in consideration of Rs. 61,00,000/(Rupees Sixty One Lac Only) and all other charges payable, the Vendors doth hereby sell, convey, transfer, assign and assure unto the Vendee, all their rights, titles and interests in the said Premises, described in the Schedule 'A' hereunder written along with its proportionate, undivided, indivisible and impartible share of Ownership rights in the land underneath the said Complex, together with right to use ways, paths, passages and rights, liberties, privileges, easement, rights, appendages, appurtenances, benefits and advantages, whatsoever to the Said Premises belonging or in any way appertaining thereto or therewith and to have and hold the same absolutely and forever free from all sort of encumbrances subject to the restrictions, stipulations and easements herein contained. The receipt whereof the Confirming Vendor hereby admits and acknowledges.
- 2. The Vendors hereby covenants with the Vendee as follows:
  - a. That the absolute interest which they prefer to transfer, subsists and that they have good right, full power and absolute authority to grant, convey, transfer, assign and assure the Said Premises hereby granted, conveyed, transferred, assigned and assured unto the Vendee.
  - b. That it shall be lawful for the Vendee for all times hereafter to enter into and upon the Said Premises and hold and enjoy the same and every part



- thereof with every right and appurtenances whatsoever and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the Vendors.
- c. That the Vendors shall and from time to time and at all times hereafter upon every reasonable request and at the cost of the Vendee make, do and acknowledge, execute and perfect with all proper dispatch all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for the further, better or more perfectly assuring the Said Premises together with its appurtenances unto the Vendee in the manner aforesaid.
- d. That the Said Premises is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, etc. and that hereafter if any person in any manner claims any interest or right of Ownership in the Said Premises or any part thereof, the Vendors shall indemnify the Vendee.
- e. That the Vendee shall has no right, title or interest in any other premises in the said Complex except the Said Premises under the present Conveyance/Sale Deed.
- f. That this Conveyance/Sale Deed is executed in its entirety and the Confirming Vendor has received full and finalsale consideration and all other charges payable up to date in respect of the Said Premises in the manner aforesaid and that Vendors has given actual physical possession of the Said Premises to the Vendee.
- 3. THAT in addition to what has been paid/agreed to be paid by the Vendee, as mentioned in clause 1 above, the Vendee have further undertaken to pay on demand to the Developer/ Confirming Vendor any and all additional levies including External Development Charges over and above, which may be levied or enhanced by any Government or Local Authority attributable to the said piece of land and/or said Complex, pro-rata based on the super built-up area as determined by the Developer/ Confirming Vendor (in the same manner as heretofore), which determination shall be final and binding on the Vendee and any such sum becoming due from the Vendee shall be treated as unpaid part of the sale consideration of the Said Premises.
- 4. That the matter pertaining to Enhanced External Development Charges pending/subjudice before the Hon'ble High Court Judicature of Punjab & Haryana and Vendee agrees/affirms and undertakes that any orders/decisions of the Hon'ble High Court Judicature of Punjab & Haryana on the Enhanced External Development Charges shall be binding upon him/vendee and in case of increase in External Development Charges, same shall be payable by the vendee to the Developer/ Confirming Vendor within the reasonable time frame or as and when decided by the Hon'ble High Court Judicature of Punjab & Haryana/competent authority. For JMD Limited

  Authorised Signatory



- 5. That the possession of the Said Premises has already been handed over by the Vendors to the Vendee and the Vendee hereby confirm the taking over of the possession of the Said Premises after satisfying him/herself in all respect with regard to the extent of the area as also quality of construction of the Said Premises and that the Vendee has no claim against the Vendors/Confirming Vendor as to any item of work, material, quality of work and installations in the Said Premises or on any other ground whatsoever. The Vendee further affirm that all shortcomings/complaints and defects, if any, have been removed and rectifiedby the Vendors/Confirming Vendor before taking over possession by the Vendee.
- 6. That save and except in respect of the Said Premises hereby conveyed on ownership basis along with the undivided proportionate share in the said land measuring 2.8625 Acres, the Vendee shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of land, open spaces and all or any of the common areas such as lobbies, staircases, lifts, corridors, terraces and roof etc., which shall remain in the custody and control of the Vendors/Confirming Vendor, whose responsibility will be to maintain and up keep the said spaces, sites, until the same are transferred/assigned to any other body or association or society in accordance with the provisions of Haryana Apartment Ownership Act, 1983. In that event, the provisions contained in these presents as may be inconsistent with the provisions of that Act shall stand superseded/substituted/modified accordingly and the provisions so modified / substituted shall govern the rights, title and obligations covered by this clause.
- 7. That the Vendee shall, maintain the Said Premises, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto at its own cost, in a good and tenantable repair and condition and ensure that the support, shelter etc. of the Building(s) or pertaining to the Building(s) in which the Said Premise is located, is not in any way damaged or jeopardized and shall not do or suffer to be done anything in or to the said Complex or Said Premise, or the staircases, lifts, shafts and common passages or the compound, which may be against rules or bye laws of the Municipal or any other authority nor shall the Vendee change, alter or make additions in or to the Said Premise or the Building (s) or any part thereof, which would violate any rules, bye-laws of the Municipal Authority or any law for the time being in force, or any rule or notification issued by the local or other authority. The Vendee shall be responsible for all deviations/ violations, or breach of any such conditions or laws, bye-laws and rules and regulations committed by them and for any loss or damages arising out of breach of any of these conditions etc.
- 8. That the Vendee shall not use the Said Premise or permit the same to be used for any purpose other than the purpose sanctioned by the authority concerned or use for any purpose, which may or is likely to cause nuisance or annoyance to the



occupiers of other Commercial Space/Unit /Office/Shop/Showroom Spaces in the Building(s) or for any illegal or immoral purposes or store in the Said Premise any goods of hazardous or combustible nature, which are so heavy as to effect the construction or the structure of the Said Premise and / or the Building in which the Said Premise is located or to do or suffer anything to be done in or about the Said Premise, which tend to cause damage to any flooring or ceiling of any premises above, below or adjacent to their premises or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use, or in any way effect the environment of common facilities like lifts, lights etc.

## 9. That the Vendee agree not to:

- a. Put up any name or signboard, neon-light, publicity or advertisement material, etc. outside its / his / her / their premises exposed to public view on the external façade of the Building or anywhere on the exterior of the Building or common areas. Furthermore the Vendee will display its / his / her/their name at the place (s) specified therefore and at no other place.
- b. 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.
- c. Demolish at any time the Said Premises or any part thereof nor will it / they at any time make or cause to be made any additions or alterations or unauthorized constructions of whatever nature to the Said Premises or any part thereof, and shall not chisel or in any other manner do damage to columns, beams, walls, slabs or R.C.C. or other structural members in the said Premises.
- d. Make encroachments or obstructions in common areas / facilities / services or cause hindrance in the use and enjoyment of all common areas / facilities / services / communication areas of the Complex.
- e. Make noise pollution by use of loudspeakers or otherwise and / or throw away or accumulate rubbish, dust, rags, garbage or refuse, anywhere save and except at areas / places specifically earmarked for the purpose in the Complex.
- f. Close the verandahs or lounges or balconies or common passage or common corridors even if a particulars floor / floors are occupied by the same party.
- g. Fix/install coolers at any place other than the space(s) provided for in the building design or project or open space, inside the passage, common areas, or in the staircase, and shall ensure that no water drips from any cooler / air conditioner.
- h. Keep open and use the said Premise beyond the working hours fixed by concerned Authority in this behalf.
- 10. That the Vendee shall comply with and carry out from time to time in respect of the Said Premises all the requirements, requisitions, demands and repairs which

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are required to be complied with by the Director, Town and Country Planning, Chandigarh, Haryana Urban Development Authority / Municipal Authority / Government or any other competent authority in respect of the said Premise and the Building (s) and Land (s) on which the said Building (s) is standing at its own cost and keep the Vendor/Developer/ Confirming Vendor indemnified, secured and harmless against all costs and consequences and all damages, arising on account of non–compliance with the said requirements, requisitions, demands and repairs.

- 11. That the Vendee agrees and undertakes that it shall, at any time hereafter, have no right to object to the Vendors/Confirming Vendor constructing or continuing with the construction of any part or portion the said complex /or other Building (s) adjoining the Building put up additional floors to the Building and connect the electric, water, sanitary and drainage sources but at their Vendors/Confirming Vendor own cost as per bye-laws. Further the terrace of the Building (s) including the parapet walls, shall always be under the custody and control of the Vendors/Confirming Vendor, who shall be entitled to use the said terrace including the parapet walls for all purposes including the display of advertisements and sign boards or Open Air Restaurants or any other use and the Vendors/Confirming Vendor will always have right of easement to roof, parapet wall etc. The Vendee hereby consents to the same and agrees that they shall not claim any compensation or damages on the ground of inconvenience or any other ground.
- 12. That Vendee agrees and undertakes not to further sub-divide the said premises and in case he/she transfer/s his/her rights and interests in the Said premises, after execution of this Conveyance/Sale Deed, in favour of any person/company /entity by way of sale, mortgage, tenancy, license, gift or in any manner, such person/company so inducted by the Vendee shall be also bound by the terms and conditions contained in this Conveyance/Sale Deed. The Vendors/Confirming Vendor shall be entitled to enforce all terms and conditions of this Conveyance/Sale Deed as well as the terms and conditions of the Maintenance Agreement, being separately executed between the Developer/ Confirming Vendor or/ its appointed Maintenance Company and the Vendee, against any person/company/entity, who may be subsequently inducted by the Vendee in the said Premises.
- 13. That the Vendee agree and bind him/herself that he/she shallpay prevailing Maintenance Charges regularly on demand directly to the Developer/ Confirming Vendor or its appointed Maintenance Company, towards Maintenance Charges and preservation of Complex Building(s), operation of common services and management of common areas and facilities and service charges such as cost of lift operation, lighting and of common passages, cost towards air-conditioning and power back-up, maintenance of sanitary conditions, common security arrangements, fire-fitting equipment, capital replacement funds etc. which

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services shall be rendered on the terms and conditions and obligations mentioned in the Maintenance Agreement which is being signed separately. The Maintenance Charges as presently applicable are Rs.15/- or Rs.9/- per sq. ft., as the case may be, per month. The said Maintenance Charges are calculated for normal working hours i.e. 9 A. M. to 9 P.M. except Sundays and Public Holidays. In case Vendee open the office after normal working hours, then the Vendee shall be liable to pay to the Maintenance Company an additional charge @0.30 per sq. ft. per hour or at revised rate from time to time for the Said Premises.

- 14. That the Vendee agrees and undertakes to pay and keep with the Maintenance Company as appointed by the **Developer/ Confirming Vendor**, an interest free refundable/adjustable Security Deposit @ Rs.125/- per sq. ft. for the area of the Said Premises.
- 15. That the Vendee is aware that what he/she is/are agreeing to purchase is a Commercial Space/Unit /Office/Showroom/Shop/Other Spaces in the Said Complex. It is also aware that unless the Building is maintained in a proper form and common areas and services are maintained, the full utility of the Building cannot be made. They also aware that in addition to utility the reputation of the Building and its occupants depends upon the maintenance and upkeep of the Complex whose reputation has an ultimate effect on the environment and status of the various occupants of the Building. The endeavor is upon quality and that means money. It is for these amongst other factors, that the Vendee have agreed to purchase the said Premise on the specific understanding by themselves that the right to use common facilities shall be subject to the payment of the Maintenance Charges, Replacement Fund and Surcharge for Air-Conditioning decided by the Developer/ Confirming Vendor or their nominated Maintenance Agency and performance of all the covenants of these presents. If the Maintenance Charges, Replacement Fund and Surcharge for Air-Conditioning as hereinafter mentioned, is not paid regularly, as decided by the Developer/ Confirming Vendor or hereafter by the Maintenance Agency or the Body or Association, the Vendee shall have no right to use the common facilities including the use of corridors etc. In other words, the right of passage is not an integral part of the sale. The right will be available only on payment of Maintenance Charges, Replacement Fund and Surcharge for Air-conditioning as may be determined from time to time. Once the Maintenance Charges etc. (all payments envisaged under these presents) are regularly paid and covenants herein observed that right would be given to the Vendee.
- 16. That the said Premises hereby agreed to be sold, is a part of the said Complex and it is in the interest of all the Purchasers/Occupiers that some safeguards be provided to prevent entry of unauthorized person (s) into the main Building, including the common areas and to give an effective hand to the Developer/Confirming Vendor/ Maintenance Agency to deal with such unlawful entrants / loiterers / other vendors / peddlers etc. and also to enable the Developer/



Confirming Vendor / Maintenance Agency in particular and vendors / lawful occupants of the various premises in general, to deal more effectively with the security of the Building and maintenance of order therein, the entry be regulated. For this Developer/ Confirming Vendor / Maintenance Agency shall be free to restrict the entry of anyone into the Building whom it considers undesirable at the outer gate itself. In case of insistence, the security staff of the Building will be at liberty to call upon the Vendee/ Lawful Tenant / Occupant to come to the gate and personally escort the person (s) from the gate to their premises and assume the responsibility of escorting them out as well. It is, however, clarified that during daytime, this restriction will be exercised only sparingly but beyond daytime it will be exercised generally. The security services will be without any liability of any kind upon the Developer/ Confirming Vendor / Maintenance Agency. Security costs will be part of the Maintenance Charges.

- 17. That the Vendee agrees and undertakes to pay on demand taxes of all and any kind whatsoever such as VAT/GST etc. whether levied or leviable now or in future/or with retrospective effect, on land and or Building (s), as the case may be, from the date of the said Allotment and so long as each Showroom /Office Space/ Other Space is not separately assessed for such taxes for the land and/or Building(s), same shall be payable and be paid by the Vendee in proportion to the area of his/her premises. The Confirming Vendor or any other agency shall make such apportionment, as the case may be, and the same shall be conclusive, final and binding upon the Vendee.
- 18. That in case Vendee further alienates his/her premises to any other intending purchaser, the Vendee shall promptly inform the Confirming Vendor and all the terms and conditions of this sale deed shall be incorporated in document witnessing the alienation/Conveyance and get NOC form Confirming Vendor/Maintenance Agency.
- 19. That the structure of the Building(s) may be got insured against fire and if necessary, against earthquake by the Confirming Vendor or any other agency referred to above on behalf of the Vendee but contents of each Unit/Commercial Space/Office/Showroom/Shop/Other Spaces shall be got insured by the Vendee at his/her/their own cost. The cost of insuring the Building structure shall be part of service charges. The Vendee shall not do or permit to be done any act or thing which may render void or violable, insurance of any premises or any part of the said Complex or cause increased premium to be payable in respect thereof.
- 20. That the Vendee agrees and bind him/herself/itself to pay for water and power consumed in the Said Premises as per the meter installed or billed by the Confirming Vendor/Maintenance Agency.
- 21. That the Vendee has borne all expenses for the completion of this Conveyance Deed including cost of Stamp Duty, Registration and other incidental charges.



The Vendeeshall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Haryana and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the concerned authority.

- 22. That, if any provision of this Conveyance Deed shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted in so far as reasonably consistent with the propose of this Conveyance Deed and to the extent necessary to confirm to applicable law and the remaining provision of this Conveyance Deed shall remain valid and enforceable in accordance with their terms and tenor.
- 23. That for all intents and purposes, singular includes plural masculine gender includes the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever the Vendee is a joint stock company or any other body corporate or organization or an association.

# SCHEDULE- "A" OF THE SAID PREMISE REFERRED TO ABOVE

All the rights, title and interest of the Vendors into and upon part of Showroom/Other Space No.FF-427, having super area of 1000 sq. ft. approx. (Covered Area 650 Sq. Ft.), on 4<sup>th</sup> Floor in the said complex "JMD EMPIRE", constructed on a portion of piece of land admeasuring 2.8625 Acres comprising of 'KhasraNo. 8//9(8-0), 11(8-0) and 12 MIN(5-02) and Khasra No. 9//15 MIN(1-16)situated at Village NangaliUmarpur, Tehsil & District Gurgaon, Haryana.

In Witness Whereof the Vendors, Shri Jagbir Singh Tanwar S/o Harbhajan Singh R/o Village Chandanhula, New Delhi and Shri Rati Ram S/o Late Rupchand R/o Village & P.O. Tigra, Gurgaon, both through their registered Attorney M/s JMD Ltd., a company registered and incorporated under the provisions of Companies Act, 1956, vide duly registered Power of Attorney dated 15/12/2007 and 16/10/2007 respectively, represented through its authorised signatory Mr. Arjun Bhatia vide Board Resolution dated 22.04.2019, the Confirming Vendor through its authorised signatory Mr. Arjun Bhatia vide Board Resolution dated 22.04.2019, and M/s Hughes and Hughes Chem Limited a company incorporated under the provisions of Companies Act 1956, amended upto date, having its registered Office Situated at, Flat No.-5, R-10, Nehru Enclave, New Delhi-110019, through its (Managing Director) Mr. Rajat Singhal S/o Sh. Rajender singhal, the Vendee, have set and subscribed their respective hands at places and on the day, month and year first above written in presence of witnesses.

### WITNESSES

1.

For JMD Limited

Authorised Signatory



MANOJ KUMAR BHATNAGAN ADVOCATE DISTT. COURT, GURUGRAM Jagbir Singh Tanwar

For JMD Limited

Jagbir Singh Tanwar VENDOR First Part Through his attorney M/s JMD Ltd.

(Mr-Arjun Bhatia) ted

Authorised Signatory

VENDOR Second Part Through his attorney M/s JMD Ltd.

> (Mr.Arjun Bhatia) For JMD Limited

> > the ised Signatory

(VENDORS)

2. Scholan (Sachin Kumar)

For M/s JMD Ltd.

Authorised Signatory
(Confirming Vendor)

M/s Hughes and Hughes Chem Limited

Managing Director

Mr. Rajat Singhal
For Hughes & Hughes Chem Ltd.

Authorised Signatory

(Vendee)



