

CONVEYANCE DEED

Type of Deed : **Conveyance Deed**
Village : [●]
Sector : 71
District : Gurugram
Type of Property : Apartment

Property Address : [●]

Total Area : [●]
Parking : [●]
Consideration Value : [●]
Property ID : [●]
Stamp Duty : [●]
Stamp Certificate No. & Date : [●] Date: [●]
GRN No. : [●]

Stamp Certificate Issued By : Indian Govt. – Non Judicial Stamp Haryana Govt.

Execution Date : _____ day _____ of, 202[●],

RERA Registration No. : [●]

This Conveyance Deed (“**Deed**”) is made and executed at Gurugram on this ____ day of, [●],

BY

Birla Estates Private Limited (CIN: U70100MH2017PTC303291), a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its regional office at regional office at Birla Estates Pvt. Ltd., Unit No. 501, 5th Floor, Worldmark-3, Sector-65, Gurugram, Haryana - 122011, represented by its authorized signatory Mr. [●] (Aadhar no. [●]) authorized vide board resolution dated [●] (hereinafter being referred to as the “**Vendor**”, which expression shall, unless repugnant to the context, be deemed to mean and include its successors-in-interest, authorized representatives, administrators, executors, nominees and assigns) being party of the **FIRST PART**;

IN FAVOUR OF

[●], W/o Mr. [●], aged about [●] years, residing at [●], Delhi, (PAN: [●]), (Aadhaar No: [●]), (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 successors-in-interest, legal heirs, executors, administrators, representatives, transferees and permitted assigns) being party of the **SECOND PART**.

AND

[●], S/o [●], aged about [●] years, residing at [●], (PAN: [●]), (Aadhaar No: [●]) (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 successors-in-interest, legal heirs, executors, administrators, representatives, transferees and permitted assigns) being party of the **SECOND PART** (applicable in case of Joint Vendee(s)).

(“**Vendor**” and “**Vendee(s)**” shall herein after collectively be referred to as the “**Parties**” and individually as the “**Party**”).

WHEREAS:

- A. The Vendor is the absolute and lawful owner of land admeasuring 21 Kanal 16 Marla i.e. 2.725 acres situated at Village Begampur Khatola, Hadbast No. 101, Tehsil Kadipur, District Gurugram, Haryana and 18 Kanal 16 Marla i.e. 2.35 acres situated at Village Fazilpur Jharsa, Tehsil Badshahpur, District Gurugram, Haryana (collectively referred to as the “**Project Land**”). The aforesaid lands have been acquired by the Vendor through registered sale deed(s) duly recorded with the office of the concerned Sub-Registrar. By virtue of these sale deed(s), the Vendor has become the absolute owner of the Project Land and is duly entitled to construct, develop, and sell the Project thereon.
- B. The Project Land is earmarked for the purpose of building a residential group housing project. The Project Land has been earmarked for the project which will include multi-storied building(s) inter alia, convenient retail shops and EWS, etc. The said project is known as “**Birla [●]**” (“**Project**”). The Vendor shall develop the Project in a single

phase in consonance with the applicable laws at the discretion of and in the manner the Vendor may deem fit. The Vendor intends to develop the Project consisting of five (5) Towers, EWS with retail shop(s) and other amenities in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and all amenities provided in this Project will cater to the residents of the entire development, ensuring the entire community benefits.

- C. The DGTCP have sanctioned and approved the combine zoning and layout plan of the Group Housing colony vide memos dated [●], under the provisions of Haryana Development & Regulation of Urban Areas Act, 1975.
- D. That after obtaining the above mentioned Licenses and other relevant permissions and sanctions, the Vendor has developed / is in the process of developing a Group Housing Colony ("**Group Housing Colony**").
- E. The Project has been duly registered under the provisions of the 'Real Estate (Regulation and Development) Act, 2016 ('**Act**') and granted Registration No. [●].
- F. The Vendor has completed construction of the Apartment in all respects and has secured Occupancy Certificate dated [●] for the [●] ("**Occupancy Certificate**"). A copy of the said Occupancy Certificate has been made available to the Vendee(s);
- G. The Vendee acknowledges that, the Vendor have furnished all information, clarifications etc. as demanded by Vendee with regard to the said Project and said Apartment and the Vendee have carried out the detailed due diligence including but not limited to perusal of title deeds, approvals, sanctions and other documents with respect to the said Project including the plot and the Apartment thereon. The Vendee further acknowledges that the Vendee has undergone satisfactory title due diligence and site inspection and satisfied himself/herself/itself with the physical and other condition of the said Apartment. The Vendee has relied solely on his/her/its own judgment and investigation while deciding to execute this Conveyance Deed. The Vendee acknowledges that there are no other oral or written representations or statements, made either by the Vendor/ or any person claiming under them, which may have been considered by the Vendee for execution of this Conveyance Deed and/or to be part of this Conveyance Deed.
- H. 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 Apartment and Car Parking 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.
- I. The Vendee(s) undertakes that it shall be bound by all the conditions and the provisos imposed by DGTCP and other competent authority(ies) in respect of the said Residential Colony including the said Unit and the terms and conditions broadly set out herein.
- J. The Vendor and the Vendee(s) pursuant to the aforesaid are desirous of executing this Deed for the consideration and terms stipulated herein below.

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) **“Agreement for Sale”** shall mean the apartment buyer’s agreement dated [●] executed between the Parties;
- (b) **“Apartment Ownership Act”** shall mean the Haryana Apartment Ownership Act, 1983, the Haryana Apartment Ownership Rules, 1987 framed there under and any other rule, statutory enactment, amendment or modification thereof.
- (c) **“Applicable Laws”** means and includes any applicable Central, State or local 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 a quasi-judicial authority whether in effect on the date of this Deed or thereafter.
- (d) **“Association”** shall mean the association of the allottees/ purchasers/ owners in the Project, which shall be formed by the Vendor under the Applicable Laws;
- (e) **“Bye-Laws”** shall mean the bye-laws of the Association for the administration of the Project;
- (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 Subject Land and/or the Project.
- (g) **“Carpet Area”** means the net usable floor area of an apartment including the area covered by the internal partition walls of the apartment.
- (h) **“Common Areas and Facilities”** means such common areas and facilities within the Said Building/Said Group Housing Colony, earmarked for common use of all the allottee(s) and mentioned in Declaration executed by the Vendor under the provisions of the Apartment Act.
- (i) **“Declaration”** shall mean the declaration (including any revised / amended declaration) filed/to be filed under the Apartment Act, with the competent authority, with regard to the Said Apartment/Said Building/ Said Group Housing Colony.
- (j) **“Deed”** shall mean this conveyance deed, along with all its schedules and annexures attached hereto.

- (k) **“DTCP”** means the Director, Town & Country Planning, Haryana.
- (l) **“External Development Charges (EDC)”** means the charges levied or leviable on the Said Group Housing Colony/ Said Land including any further increase in such charges (by whatever name called or in whatever form) by the Government of Haryana or any other Competent Authority and with all such conditions imposed, to be paid by the Allottee(s), including any further increase thereof levied by competent authority.
- (m) **“Governmental Authority”** or **“Governmental Authorities”** shall mean any government authority statutory authority, competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof and any other municipal/ local authority having jurisdiction over the land on which the Said Complex/ Said Building is situated;
- (n) **“IFMS”** means the interest free maintenance security of Rs. 200/- per sq ft. paid by the Vendee based on the Super Area for the maintenance and upkeep of the Said Building/Group Housing Colony, carrying a simple yearly interest as per the applicable rates on fixed deposits to be adjusted in the manner as stated in the Maintenance Agreement and hereinafter.
- (o) **“Infrastructure Development Charges (IDC)”** shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority towards the cost of development of major infrastructure projects. including any further increase thereof levied by competent authority.
- (p) **“Maintenance Agency”** shall have the meaning assigned to it under Clause 10 herein.
- (q) **“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, as the case may be, for the right to use Common Areas and facilities in the Project and does not include the charges for actual consumption of utilities in the Said Apartment and Car Parking, which shall be charged on actual consumption basis.
- (r) **“Said Building”** means the tower no. [●] being the building in the Said Group Housing Colony in which the Said Apartment is located.
- (s) **“Said Group Housing Colony”** means **“Birla [●]”** comprising of residential apartment shops, community centre/club, swimming pools, [●] [●] and any other building(s) as may be approved by the Government Authority.

- (t) “**Said Apartment**” shall mean [●], ad-measuring [●] square meters, in Tower-[●], in the Project Birla [●], Sector-71, Gurugram, Haryana, or thereabouts approximately, which is more particularly described in Schedule-I hereto.

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 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 **Rs. [●]/- (Rupees [●] Only)** excludes other charges and GST paid by the Vendee(s) to the Vendor towards consideration of the sale of Said Apartment and exclusive allotment of the Car Parking (“**Total Price**”), the Vendor does hereby sell, grant, transfer, convey, alienate and assign the Said Apartment and exclusive right to use the Car Parking, [Apartment No. [●] having a RERA Carpet Area of [●] square meters ([●] square feet) , in the tower [●], on [●] **floor**, in project; Birla [●], Sector-71, , Gurugram, Haryana, or thereabouts approximately, together with the exclusive right to use [●] car parking space(s) bearing

number [[●]]in the stilt area, which forms an indivisible part thereof], , 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) agrees that the Car Parking 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 Apartment.
- 3.3 The Said Apartment and Car Parking are more particularly described in **Schedule II** herein and Apartment plan of the Said Apartment and a demarcation plan of the Car Parking is annexed herewith as **Schedule-I**.

4. CONSIDERATION & CHARGES

- 4.1 The Vendor hereby confirms and acknowledges the receipt of the Total Price of **Rs. [●]/- (Rupees [●] Only)** excludes other charges and GST in respect of the Said Apartment and Car Parking, paid by the Vendee(s) to the Vendor in the manner as provided in **Schedule-IV** herein.
- 4.2 The Vendee(s) confirms and undertakes that the Vendee(s) shall be liable to pay all applicable government rates, taxes including GST, cesses, any other indirect taxes, municipal tax, property tax, wealth tax, taxes, fees or levies and/ or any current, retrospective or future enhancement 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) and/or levied or leviable now or in future by the government, municipal authority or any other governmental authority on the Said Apartment and Car Parking, as the case may be, as assessable or applicable from the date of application. The Vendee(s) further agrees that if the Said Apartment and Car Parking is assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Vendor / government authority, which shall be final and binding on the Vendee(s). If so required under Applicable Laws, the Vendee(s) shall pay any such amounts directly to the Competent Authority on such demand being raised by the said authority.
- 4.3 Vendee(s) understands that the Total Price 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., with in future or on a retrospective basis, then the said enhancement shall be paid by the Vendee(s) alone on a pro-rata bases and the Vendor shall have a right to recover the same from the Vendee(s) and shall have a lien on the Said Apartment in this regard.

5. AGREED TERMS AND COVENANTS OF THE VENDEE

- 5.1 The Vendee(s) shall have joint and non-exclusive right to use the Common Areas within/outside the Said Building, as set forth in **Schedule-III** hereto, however, such rights shall always be subject to timely payment of the Maintenance Charges to the Association/Maintenance Agency.

- 5.2 The Vendee(s) shall use the Common Areas listed in **Schedule-III** harmoniously along with other occupants, users, maintenance staff etc. in the Project, 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 said Common Areas and facilities within/outside the Said Building and the same shall always remain undivided and impartible. This Clause shall survive the conveyance of the Said Apartment and Car Parking and all subsequent conveyance/title transfer fees.
- 5.3 The Vendee acknowledges that the Vendor shall be carrying out developmental/construction activities in the area falling outside the Said Building and that the Vendee shall not raise any objection or make any claims on account of inconvenience, which may be suffered by the Vendee due to such developmental/construction or its incidental/ related activities. The Vendee understands and acknowledges that there will be no restriction on the right of the Vendor to make necessary revisions and modifications. In the remaining area of further and future development and in this regard the Vendee shall have no right, claim and objection.
- 5.4 The Vendee(s) shall be entitled to get the Said Apartment and allotted Car Parking 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 Price of the Said Apartment and Car Parking. If, however, due to any subsequent legislation(s), Government Regulation, Order or Directive, the Vendor is required to undertake/install any further fire safety measures, the additional cost in respect thereof shall also be payable on demand, by the Vendee(s) to the Vendor, in proportion to the RERA Carpet Area of the Said Apartment and Car Parking. However, the Vendor shall be under no obligation to undertake the same once all Apartments on the Subject Plot are sold / transferred to respective allottees/ buyers by the Vendor.
- 5.6 The Vendor has taken all due precautions and has provided adequate safety measures so as to make the Project resistant as well as safe in the event of any unexpected natural calamity or on account of occurrence of any mishap like fire, etc. in the Project. The Vendee(s) has satisfied itself/himself/herself about the precautions and measures adopted by the Vendor and agrees to maintain these adequately and forever and in the event of any such calamity or mishap contemplated above, the Vendor shall not be held responsible or liable in any manner.
- 5.7 No liability of any kind or any nature whatsoever is created on the Vendor for any thefts, mishaps resulting at the hands of any miscreants in relation to the Said Apartment and Car Parking/Project.
- 5.8 The Vendee(s) agrees and undertakes that the Vendor has agreed to sell the Said Apartment to the Vendee(s) subject to the Vendee(s) agreeing to the terms and conditions stated in 5 above, and accordingly the Vendee(s) shall at all times be bound by the same. The Vendee(s) agrees and declares that it has understood the terms and

conditions stated in 5 above, completely and the said terms / conditions shall at all points be considered as reasonable and as guiding restrictions / regulations relating to the Said Apartment and ownership of the Vendee(s) to the same, as the same are fundamental in character for harmonious use and occupation of the buyers of floors in the Project. The said terms / conditions are for securing beneficial enjoyment of the owners of Apartments in other and adjoining plots / row / Project and the Vendor. Any breach or deviation to the same shall have a material adverse implication to the rights and uses of the owners of Apartments in other and adjoining plots / row / Project and the Vendor, which is irreparable in nature. The Vendor and / or the Association and / or the owners of other Apartments in the Project, shall at all times be vested with all remedies under law to restrict and injunct the Vendee(s) from any breach or deviation to the said provision in 5.8 and also to require the Vendee(s) to cure the same.

- 5.9 The Vendee(s) further undertakes, assures and guarantees that it (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/ façade of the Said Tower or anywhere on the exterior of the Project, buildings in the Project or the Said Apartment or the Common Areas of the Said Building or common areas within the Project.
- 5.10 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 Said Apartment.
- 5.11 The Vendee(s) shall not store nor permit to be stored, any hazardous or combustible goods in the Said Apartment 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 Project. The Vendee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Apartment, as the case may be.
- 5.12 The Vendee(s) shall not use the Said Apartment and Car Parking so as to cause blockade or hindrance to any common passages, 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).
- 5.13 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 Bye-Laws/rules in the Project.

6 HANDOVER OF APARTMENT AND CONSTRUCTION AT THE PROJECT

- 6.1 The Vendee(s) acknowledges that the Vendor has readily provided complete information and clarifications as required by the Vendee(s), however the Vendee(s) has ultimately relied upon its own independent investigations and judgment in purchasing the Said Apartment and allotment of Car Parking (as defined herein). Save and except as specifically represented herein or in the Agreement for Sale (as defined herein), the Vendee(s)'s decision to purchase the Said Apartment and allotment of Car Parking is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, including, but not limited to, any representations, whether written or oral, made by the Vendor or its selling agents/brokers, or otherwise. The Vendor hereby disclaims to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in this Deed. No oral or written representations or statements shall be considered to be part of this Deed and this Deed is self-contained and complete in itself in all respects.
- 6.2 The Vendee(s) agrees that it shall not claim any compensation or withhold the payment of any charges on the ground that any part of the infrastructure required for the Project is not yet complete, or on any other ground whatsoever.
- 6.3 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, EWS Units commercial units or developments, convenient shops, community buildings, 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, lawns, or community facilities/amenities in the Project.
- 6.4 The Vendor shall have the right to make additional construction anywhere in the Project, including in any unutilized FAR due to revised FAR and density norms to the extent permissible by Applicable Laws, the Government of Haryana or DTCP. The Vendee(s) shall not raise any objection whatsoever in this regard and the Vendor shall have the absolute right to transfer such additional construction in any manner whatsoever as the Vendor may in its sole discretion deem fit. It is clarified that any such additional construction undertaken at any point in time by the Vendor in the Project shall not adversely affect and right, title and interest of the Vendee(s) in and to the Said Apartment, normal/ day-to-day construction activities as stated in this Clause excepted.
- 6.5 The Vendee(s) shall have no objection to the Vendor making any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any other or unsold premises within the Project or the external façade and the Vendee(s) agrees not to raise objection or make any claim on this account.

7 HANDOVER OF POSSESSION OF THE SAID APARTMENT AND CAR PARKING

- 7.1 The Vendor has handed over the vacant, physical and peaceful possession of the Said Apartment and Car Parking to the Vendee(s). The Vendee(s) has taken the possession of the Said Apartment and Car Parking after having inspected and fully satisfied itself about all items of work, quality of workmanship, materials, specifications, fittings and

fixtures used and/or provided therein and all other services rendered, as set forth in **Schedule-V** hereto. The Vendee(s) assures the Vendor that it shall not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged to have been or not have been carried out or completed or for any other reason whatsoever and such claim or objection, if any, shall be deemed to have been waived off by the Vendee(s). The Vendee further confirms that Vendee has checked and verified the title of Vendor in the said Apartment and is completely satisfied with respect to the same. Since the Vendee has completed due diligence of the Apartment and the land underneath to Vendee's complete satisfaction, the Vendee undertakes not to raise a dispute on any of the above mentioned aspects and such dispute or objection, if any, shall be deemed to have been waived off by the Vendee(s).

- 7.2 The Vendee(s) shall, henceforth be solely responsible to maintain the Said Apartment at its own cost, in good repair and 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.) and shall not do or suffer to be done anything in or to the Said Building, or the Said Apartment, 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 Said Apartment and keep the Said Apartment, 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 Apartment 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 Apartment, Car Parking, Common Areas, Said Building, etc.
- 7.3 The Vendee(s) acknowledges that the car parking space are indivisible part of the Apartment and shall not be treated as any independent property nor shall it be alienated independently of the said Apartment. The Vendee(s) assures the Vendor that the Car Parking space shall not be used for any purpose which may or is likely to cause nuisance or annoyance to the purchasers/occupiers of other Apartment in the Plot/Project. The Vendee(s) shall use the Car Parking space specifically for car parking. The Vendee(s) acknowledges that the management or the residence association will not be held responsible for any loss, damage, theft, or vandalism that may occur to vehicles parked within the premises. All vehicles shall be parked at the Vendee(s) risk. The Vendee(s) shall comply with rules and regulations related to parking that may be introduced by the Vendor/ Maintenance Agency, as the case may be from time to time.
- 7.4 The Vendee(s) further undertakes that the said Car Parking space shall not be used in a manner so as to cause blockade or hindrance to any common passages. Vendee(s) shall be responsible for parking registered vehicles owned or operated by Vendee(s) or their authorized guests in the designated parking areas. All vehicles must have valid license plates and be in compliance with applicable traffic laws and regulations. The Vendee(s) must obtain parking permits, if applicable from the VendorMaintenance Agency, as

the case may be and display them prominently on the vehicle's windshield or dashboard. The Vendee(s) shall not park in others assigned space or in common areas such as driveways, fire lanes, or emergency exits which is strictly prohibited. The Vendee(s) shall be responsible for ensuring that their parked vehicles are in proper working condition, doesn't leak fluids, and are not in a state of disrepair that may pose a hazard to other vehicles, residents and the Said Building.

8 REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE VENDEE

- 8.1 The Vendee(s) agrees and undertakes that the Project shall always be known as “Birla [●]” 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 understands and agrees that since the above said brand name is associated to the project name, it shall be of utmost importance for the Vendor, 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 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 understands that the said brand name is associated to the project name alone, and the Vendee 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.

The signage/display board/name plate of the Project name ‘Birla [●]’ used and displayed will be maintained in proper condition by the Association. In any event if the same is in decrepit or not well maintained by the Vendee(s)/Vendees’ Association then the Vendor shall have an option either to have the signage repaired and maintained at its own cost or to remove the name ‘Birla’ from the signage and disassociate from the Project.

- 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 Project including any and/ or any future licenses, renewals, modifications, etc. and shall also abide by the applicable Zoning Plans, Building Plans, all Applicable Laws, bye-laws, rules, regulations, policies, conditions of the Central or State Government, the local statutory bodies applicable to the Said Apartment and Car Parking/ Project, and shall be responsible/liable for all defaults, violations or breaches of any of the conditions of approvals and/or rules and regulations as may be applicable always. The Vendee(s) also agrees to abide by the provisions of the Apartment Ownership Act and any statutory amendments or modifications thereof or any rules and regulations made thereunder from time to time and shall keep indemnified the Vendor and its employees for any liabilities or penalties resulting from such violations. This Clause shall survive the conveyance of the Said Apartment and Car Parking.

- 8.3 That this Conveyance Deed is subject to all laws and notifications and rules applicable to the said Project including the Apartment, including terms and conditions of the License(s) granted by DGTCP, for setting up said Group Housing Colony, in this regard. The Vendee(s) has familiarized and satisfied himself/herself/themselves with

all the aforesaid and other applicable agreements, arrangements, undertakings and conditions, etc., and has completely understood the limitations, conditions, and restrictions related to said Apartment, Project and the Group Housing Colony.

- 8.4 The Vendee(s) shall observe all terms and conditions of this Conveyance Deed, and also those of the License and shall also abide by all the laws, rules, regulations and policies applicable thereto and in particular Haryana Development and Regulation of Urban Areas Act, 1975 and rules framed thereunder or as imposed by any competent authority including but not limited to DGTCP or any other government / local bodies. The Vendee shall at all times be solely responsible and liable for any contravention of laws, rules, regulations and policies.
- 8.5 The Vendee(s) shall not use the Said Apartment and Car Parking or permit the same to be used for any non- residential purpose and shall not conform use of the same for any purpose which may or is likely to cause nuisance or annoyance to the purchasers/occupiers of other apartments in the Project or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the Said Apartment and Car Parking which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use in the Said Building/Tower and the Project. The Vendee(s) further agrees and undertakes to use the Common Areas in respect of the Project including fitness areas, play areas, sports courts etc. including any visitor parking, as per the prescribed usage as may be defined in the society rules and regulations and/ or Bye Laws.
- 8.6 The Vendor shall, as part of the common areas and facilities, may develop a club (with development of Project) ("Club") in accordance with the permission/ sanctions of competent authority, for the enjoyment of all the said Apartment owners at the Project, subject to the provisions of this clause. The Vendee(s) understands and agrees that the Vendor may engage a third party to operate and manage the Club. The Vendee(s) right to use the Club shall at all times be contingent on due and faithful observance by the Vendee(s) of all the rules, regulations, bye laws and conditions as may be notified by the Vendor and/or Association and/or the third party operator and/ or Facility Management Company, as the case may be. The Vendee(s) shall be liable to pay club membership fee, periodic subscription and usage charges, as may be intimated by the Vendor, Association, third party operator and/ or Facility Management Company from time to time. The Vendee(s) understands that the above referred club membership fee, periodic subscription and usage charges are subject to revision by Vendor/Association/ third party operator and/ or Facility Management Company and the Vendee(s) undertakes to abide by the same.
- 8.7 The Vendor agrees and confirms to provide a benefit to the Vendee(s) by not charging any one-time club membership fee over and above the Total Price. The Club House/ Community Centre shall be maintained, managed and operated by the Vendor and/or a third party, on such terms and conditions as they may deem fit. The Vendee(s) understand/s that in addition to the one-time club membership fee stated herein, the Vendee(s) shall be liable to pay usage charges as per the club policies and rules, framed by the Vendor and as may be revised / updated from time to time, which shall also be uniformly applicable to all allottees/ purchasers at the Group Housing Colony

including the allottees/ purchasers of the Project and which shall depend upon house rules / policies of the club formulated from time to time.

- 8.8 It is clarified that the membership of the said Club House/ Community Centre as stated above shall always be linked to the ownership of the Said Apartment i.e. the Vendee(s) shall be allowed to transfer the membership to the said Club House/ Community Centre only to such persons to whom the Said Apartment is sold / transferred as per terms herein. The process of such transfer and costs / charges associated to the same, shall be as per the club policies and rules, framed by the Vendor /Maintenance Agency, as the case may be and as may be revised / updated from time to time.
- 8.9 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 Apartment and Car Parking 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 item 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. This Clause shall survive the conveyance of the Said Apartment and Car Parking.
- 8.10 The Vendee(s) shall not keep any hazardous, explosive, inflammable chemicals/ material etc. which may cause damage to the Said Building/Tower, Said Apartment and Car Parking or any other property in the Project. The Vendee(s) shall always keep the Vendor harmless and indemnified for any loss and damage in respect thereof.
- 8.11 The Vendee(s) agrees and confirms that he/she shall be solely responsible to maintain the Said Apartment and Car Parking at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Building/Tower or the Said Apartment and Car Parking or the staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and Car Parking and keep the Said Apartment and Car Parking, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belongings 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/Tower, is not in any way damaged or jeopardized. The Vendee(s) shall also not remove any wall, including loadbearing wall of the Said Apartment and Car Parking (including to the basement, terrace, stilts, stilt area and/ or lobbies, etc.), as the case may be. The walls shall always remain common between the Said Apartment and Car Parking and the unit/apartment/ Apartment of other allottees/ purchasers of adjacent unit/apartment/ Apartment.
- 8.12 Upon expiry of the Defect Liability Period, the Vendor shall not be responsible for any consequence or liability on account of any structural defect or any other defect in workmanship, quality or provision of services, or any other obligation as agreed under the Agreement for Sale;

- 8.13 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. **DEFECT LIABILITY PERIOD:**

- 9.1 The Vendor undertakes to rectify any structural defect during the period of 5 (Five) years commencing from the date of receipt of the Occupancy Certificate ('**Defect Liability Period**') subject to the conditions as set out in **Schedule-VI**. During the Defect Liability Period, the Vendor shall take effective steps to rectify such defects at its cost within 30 (Thirty) days of such notice from the Vendee(s), provided that such defects are not caused by the acts/omissions of the Vendee(s).
- 9.2 In the event the Vendee proposes to make a claim with respect to any structural defect to the Apartment ('**Defect Claim**'), during the aforesaid Defect Liability Period, the Vendee(s) must issue a written notice in that regard to the Vendor, within 15 days of noticing such defect/ damage, providing details of the defect and also clarify as to how the said defect is attributable to the Vendor. Upon receipt of the said claim, the Vendor shall assess the Defect Claim and if the Vendee disagrees with the Vendor(s) with respect to the Defect Claim, the Vendor is entitled to appoint a third-party independent architect/ engineer (as may be relevant) to review the claim, including by visit to the Apartment. The said third party independent architect /engineer shall provide his opinion as to whether the said defect/ damage is attributable to the Vendor, as a structural defect. If in the opinion of the said third party independent architect/ engineer, the defect/ damage is attributable to the Vendor, the Vendor shall do the needful to rectify the defect/ damage, at its own cost. The opinion/ decision of the said third party independent architect/ engineer shall be binding upon the Vendor and the Vendee(s).
- 9.3 Provided, if any defect or damage is found to have been caused due to the negligence of the Vendee(s) or any other Vendee(s) or the Vendee(s) agents or structural defects caused or attributable to the Vendee(s) including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Apartment other than for its intended purpose or such other reasons attributable to the Vendee then the Vendor shall not be liable for the same.

10. **FORMATION OF ASSOCIATION AND MAINTENANCE**

- i. The upkeep and maintenance of common /open areas and facilities (such as parks, green areas, roads, garbage collection, lighting, water, security, waste management, gardening, power back up, cleaning etc.) in the Project shall be discharged by the Vendor through a maintenance agency to be appointed by the Vendor ("**Maintenance Agency**") till such time the Project is taken over by the resident's welfare association/association of allottees or local body/authorities. The Vendee hereby agrees and undertakes to execute, without any delay, demur or protest, a separate maintenance agreement in standard format with the Maintenance Agency ("**Maintenance Agreement**") and strictly adhere to the same and promptly pay all demands, charges, bills etc. raised by the Maintenance Agency from

time to time for all the services provided by the Maintenance Agency in terms of such Maintenance Agreement or otherwise. The Vendee understands and acknowledges that the relationship between the Vendor and the Maintenance agency is on a Principal-to-Principal basis and the Vendee doth hereby agrees and confirms that the Vendee shall not hold the Vendor responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency.

- ii. The Vendee agrees and undertakes that the Vendee shall be liable to pay Maintenance Charges for the maintenance of the Common Areas & Facilities of the Said Group Housing Colony to such Association / Maintenance Agency/competent authority. Each Vendee shall promptly pay all such Maintenance Charges as demanded by the Association / Maintenance Agency /competent authority and to secure the payment of such maintenance charges, the Vendee shall always keep deposited IFMS with the Association / competent authority. The Vendee agrees to pay all such Maintenance Charges to the Association/ Maintenance Agency/competent authority, as the case may be; by way of a cheque / demand draft drawn in favour of the such Association/Maintenance Agency/competent authority, as the case may be. In case, the Vendee fails to pay any maintenance bill then (a) the Vendee shall not be entitled to avail any maintenance services (b) and the amount of such maintenance bills shall be first adjusted from the interest accrued upon the IFMS and if the interest on IFMS falls short of the amount of maintenance bill then such short fall shall be adjusted out of the principal amount of IBMS. If due to such adjustment in the principal amount, the IBMS falls short then the Vendee hereby undertakes to make good the resultant shortfall within 15 (fifteen) days from the date of demand by the Association/ Maintenance Agency/ competent authority.
- iii. The Vendee acknowledges that the Association /Maintenance Agency shall be responsible for providing maintenance services to the Said Building/Said Group Housing Colony including supply of electricity in terms of the permission to be granted by the Government Authority(ies) to raise bills directly on the Vendee and collect payments thereof and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The Association /Maintenance Agency may entrust the maintenance services to be undertaken/carried out through any person, as deemed fit at its sole discretion. The Vendee undertakes to pay promptly without any reminders all bills and charges as may be raised by the Association /Maintenance Agency from time to time, The Vendee confirms not to withhold, refuse or delay the payment of maintenance bills raised by the Association /Maintenance Agency or fail to abide by any of the terms and conditions of the Maintenance Agreement. The Vendee undertakes that the Vendee shall be entitled to use the maintenance services subject to the timely payment of Maintenance Charges. If the Vendee fails to pay the Maintenance Charges, then the Vendee acknowledges that the Vendee shall not be entitled to use the maintenance services including the supply of electricity (directly or through D G Set) as the Association /Maintenance Agency is providing the electricity as an integral part of total maintenance services and not as a separate function. The Vendee undertakes to pay all the charges to the Association /Maintenance Agency periodically as and when demanded by the Association /Maintenance Agency The share so determined by the Association (Maintenance Agency shall be final and binding on the Vendee.

- iv. The Vendee confirm that the Association /Maintenance Agency has the right of unrestricted access to all general and/or limited common areas and facilities and parking spaces as listed of Annexure III of the Conveyance Deed for providing necessary maintenance services The Vendee acknowledges that the Association /Maintenance Agency Shall have the right to enter into the Said Apartment or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise. with a view to set right any defect in the Said Apartment or the defects in the apartment above or below the Said Apartment Any refusal of the Vendee to give such right to entry will be deemed to be a violation of the terms of this Conveyance Deed and the Vendor shall be entitled to take such actions, as they may deem fit.
- v. The Vendee confirms and acknowledges that the Association/Maintenance Charges and the maintenance services are more elaborately described in the Maintenance Agreement.
- vi. 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 Apartment and Car Parking 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 item 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. This Clause shall survive the conveyance of the Apartment and Car Parking.
- vii. The Vendee(s) agrees and confirms that he/she shall be solely responsible to maintain the Said Apartment and Car Parking at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Building/Tower or the Said Apartment and Car Parking or the staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and Car Parking and keep the Said Apartment and Car Parking, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belongings 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/Tower, is not in any way damaged or jeopardized.
- viii. Upon expiry of the Defect Liability Period, the Vendor shall not be responsible for any consequence or liability on account of any structural defect or any other defect in workmanship, quality or provision of services, or any other obligation as agreed under the Agreement for Sale.
- ix. The Vendee confirms that the Association/Maintenance Agency, its surveyors, agents with or without workmen and others shall have the right to enter into and upon the Said Apartment or any part thereof to view and examine the state and condition thereof and to make good all defects, decays and repairs which the Vendee has failed to make good in spite of service of one month notice in writing by the Association /Maintenance Agency

in this behalf and also for repairing of any part of the building and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service drains. pipes. cables, water courses, gutters, wires, parts, structures of other conveniences belonging to or serving or used for the Said Apartment and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables.

11. TRANSFER BY THE VENDEE

- 11.1 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 Apartment and Car Parking in favour of any third party. Any such arrangement/agreement entered into by the Vendee(s) shall be at his/her sole cost, expense, liability, risk and consequences.
- 11.2 However, before concluding any sale or transfer of ownership of the Said Apartment and Car Parking, 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/Maintenance Agency at that time; and
 - (ii) Obtain a 'no dues certificate' from the Association/Maintenance Agency in this regard.
- 11.3 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 Apartment and Car Parking, 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.
- 11.4 The Vendee(s) shall intimate and get registered with the Association all tenants of the Said Apartment and Car Parking and all such tenants may be subjected to police verification by the Association/Maintenance Agency.
- 11.5 The Vendee(s) as well as subsequent transferees of Vendee(s) shall observe and perform all the terms and conditions of the booking/allotment, Agreement for Sale, maintenance agreements and this Deed, to keep the Vendor and its 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).

12. STAMP DUTY

That 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). Further, the Vendee has also agreed that if there is any shortfall/deficiency/additional levy on the stamp duty and/or registration charges, as a

consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be payable by the Vendee.

13. 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.

14. 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.

15. VENDEE UNDERTAKING

- 15.1 The Vendee(s) agrees and undertakes that it shall continue to remain bound by such terms and conditions of the Agreement for Sale with regard to the Said Apartment and Car Parking and the same shall survive this conveyance within the meaning of Section 31 of the Transfer of Property Act, 1882, 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.
- 15.2 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 liabilities and obligations.

16. VENDOR UNDERTAKING

The Vendor assures the Vendee(s) that the Said Apartment and Car Parking 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 Said Apartment and Car Parking to the Vendee(s).

**SCHEDULE-I
DESCRIPTION OF THE SAID APARTMENT, CAR PARKING AND THE SAID
PLOT**

**SCHEDULE-II
FLOOR PLAN OF APARTMENT AND (BASEMENT AND TERRACE, IF
APPLICABLE) AND CAR PARKING IN THE STILT AREA**

**SCHEDULE-III
COMMON AREAS / SERVICES / FACILITIES WHICH ARE WITHIN THE
SUBJECT PLOT**

**SCHEDULE-IV
TOTAL CONSIDERATION AND OTHER CHARGES PAYMENT DETAILS**

**SCHEDULE-V
SPECIFICATIONS & AMENITIES WHICH ARE PART OF THE APARTMENT**

**SCHEDULE- VI
DEFECT LIABILITY CONDITIONS**

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

VENDOR

VENDEE

Witnesses

- 1.
- 2.