

(DRAFT)

CONVEYANCE DEED

Property No. :
Project : "NAKSHATRA BY NOWARA", Sector 03, Farrukhnagar
Type of Deed : Conveyance Deed
Type of **Property** : Residential
Carpet Area : _____ Sq. ft. (_____ sq. mtrs)
Value : Rs. _____
Stamp Duty : Rs. _____
E-Stamp No. and date :

THIS Deed of Conveyance ("**Conveyance Deed**") is made and executed at Tehsil Farrukhnagar, District Gurugram on this _____ day of _____, 20__.

BY

M/s Nowara Realty LLP. (LLP IN.....), a Limited liability Partnership firm having its registered office at 1615, Tower-1, DLF Corporate Greens, Sector-74A, Gurugram-122004, Haryana represented through its authorized signatory Sh.....(Aadhaar No.....) duly authorized vide board resolution dated (hereinafter referred to as the "**Vendor**") which expression shall unless repugnant to the context hereof mean and include their respective successors, representatives, nominees and assigns) being the party of the **FIRST PART**.

In Favour of

_____ (Aadhar No. _____) S/o Mr. _____, aged about _____ years, residing at _____ (PAN No. _____) hereinafter referred to as the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, executors, administrators, successors-in-interest and permitted assigns) being the party of the **SECOND PART**.

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

DEFINITIONS AND INTERPRETATIONS:

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

1. "**Agreement**" means Apartment Buyer's Agreement / Agreement For Sale already executed between the parties including amendments/ratifications thereto if any;
2. "**AHP**" means the Affordable Housing Policy, 2013 along with rules and regulations as amended on the date of this deed.
3. "**Allottee**" means and includes the person in whose favour an apartment has been allotted in the project namely "Suncity Avenue – 76", situated in Sector 76, Gurugram, Haryana and the agreement had been executed by the Vendor and further has paid total sale consideration;

4. **“Apartment Ownership Act”** shall mean the Haryana Apartment Ownership Act, 1983 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;
5. **“Common Areas”** shall mean all such parts/areas which have been specified in the Deed of Declaration/Schedule I of this deed and which the Allottee(s) shall use on a shared, non-exclusive basis with other Allottee(s) of the Project.
6. **“Deed of Declaration”** shall mean the deed of declaration (including any amendment thereto) filed or to be filed under the Apartment Ownership Act, 1983 with regard to the said apartment/Project before the concern Authority
7. **“Occupancy Certificate”** means the certificate as issued against any of the buildings constructed/to be constructed in the Project individually or collectively by the concerned Authority granting permission to occupy a building in the project;
8. **“Building/Tower”** means building/tower in a project namely Suncity Avenue – 76”, situated in Sector 76, Gurugram Haryana as per sanctioned building plans.
9. **“Project”** means Affordable Group Housing Project known as “.....” developed on 8.84375 Acres of land situated in Village Farrukhnagar, Sector 03, Farrukhnagar under License No. 73 of 2025
10. Words and expressions used in this conveyance deed but not defined and defined in the agreement shall have the same meanings respectively assigned to them in the agreement.
11. Any reference to the singular shall include the plural and vice-versa;
12. Any references to the masculine, the feminine and the neuter shall include each other;
13. Headings to Sections, parts and paragraphs of annexures and annexures are for convenience only and do not affect the interpretation of this Deed;
14. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
15. Any reference to the phrase *‘handing over the possession of the said Apartment’*, *‘taking over the possession of the said Apartment’* or any similar phrase shall mean (i) actual physical handover of the possession of the said Apartment in favour of the Vendee, or (ii) expiry of the period, for taking the possession of the said Apartment by the Vendee, as prescribed in the Possession Letter, whichever is earlier.

WHEREAS:

1. The Promoter/Vendor entered into collaboration agreement with the Landowners with respect to the land admeasuring 8.84375 acres duly registered as document no. 937 dated 12.07.2024 in the office of concern Sub-Registrar for development and construction of real estate project.
2. The Vendor obtained the license bearing License No. 73 of 2025 dated 22-05-2025 from the office of the Director General, Town and Country Planning Department, Haryana for setting

up of an Affordable Group Housing Colony on the said land, for allotment and sale of the apartments in terms of Affordable Housing Policy, 2013 as amended up-to-date (“AHP”).

3. The Vendor has got the building plans approved from Department of Town and Country Planning (DTCP) vide Memo No. dated for the above affordable apartment on the said Land.
4. The Project comprises of several buildings/towers consisting of self-contained independent apartment along with common infrastructure, parking sites, and community building (Community Hall, Anganwadi-cum-Creche) in terms of the AHP and commercial block.
5. The Vendor has registered the Project under the provisions of the Real Estate Act 2016 with the Haryana Real Estate Regulatory Authority at Gurugram as registration No..... dated
6. The Vendee represents and confirms that it has examined, prior to the date hereof, the copy of the said RERA Certificate along with all the documents pertaining to the project, said Land and has also caused the said RERA registration document and those documents have been examined in detail by its advocates and planning as well as architectural consultants. It has also examined all documents and information submitted by the Vendor to the concerned Haryana Real Estate Regulatory Authority as required by the Act and the Rules framed thereunder and has understood the documents and information in all respects.
7. The Vendee has shown interest in the Project and applied for allotment of an apartment together with affidavit in terms of AHP vide application No. [REDACTED]
8. Pursuant to the said application, the apartment bearing No. [REDACTED], in Block/Tower [REDACTED] having a Carpet Area of [REDACTED] sq. ft. on [REDACTED] floor and balcony area [REDACTED] sq. ft. together with the earmarked two wheeler open parking bearing no. _____ and the pro rata share in the Common Areas -details of which are more specifically provided in Schedule II (hereinafter referred as “said Apartment”), the Floor Plan of which is annexed as Schedule-III, was allotted to the Vendee vide allotment letter dated [REDACTED] in terms of AHP, the Application and on other terms and conditions appearing in the duly executed Agreement for Sale / Apartment Buyer Agreement “Agreement” including the payment plan opted by the Vendee.
9. Upon completion of the Project, the occupation certificate has been obtained from DTCP, vide Memo no. dated and deed of declaration, in compliance of the Haryana Apartment Ownership Act, 1983 has been duly registered vide Vasika No.....dated with the office of Sub-Registrar, Farrukhnagar, Gurugram.
10. That Vendor has raised final demand upon the Vendee after the receipt of occupation certificate and offered the possession of the apartment subject to payment of total sale consideration in terms of the agreement.
11. The Vendee, prior to paying the balance sale consideration, has examined the said Apartment, relevant documents including the final area and having fully satisfied itself with the workmanship used in construction along with the Carpet Area of Apartment, paid balance sale consideration. As such, Vendee has paid an amount of Rs. [REDACTED] / (Rupees

_____ only) as total sale consideration (“**Total Consideration**”) for the said Apartment.

12. The Vendee further confirms that it has verified the description and physical condition of the said Project and said Apartment and/or the size, dimensions, etc. of the said Apartment and any other physical characteristics thereof such as bath fittings, sanitary fittings, electrical fitting and switches etc, the services to be provided by the Vendors, the facilities/amenities to be made available to the Vendee in terms of the agreement.
13. The Vendee hereby acknowledges and confirms that the final Carpet area of said apartment is _____ sq. ft. (_____ sq. mtrs).
14. Thereafter the Vendor has scheduled to handover the actual physical possession of the apartment to the Vendee as per the specifications & amenities mentioned in the agreement and Vendee also confirms the taking over the actual physical possession of the said Apartment pursuant to the offer of possession letter.
15. The Vendee has now desired to get this Deed registered in its favour after fully satisfying themselves as to the constructions, designs and specifications which have been made in accordance with the sanctioned drawings with such modifications as were necessary, as have been agreed to between the Vendor and the Vendee in terms of the agreement.
16. The Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Apartment, pay charges as may be levied in terms of the Operations and Services Agreement & Occupants’ Manual executed by the Vendee (“**Operations and Services Agreement & Occupant Manual**”) and shall not interfere or object to any proposed balance construction to be raised thereon as per FAR and density available now or in future and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed.
17. The Vendee has solely relied on his/her own judgment and investigation in this regard before deciding and/or agreeing to execute this Deed and the Vendee further confirms that no oral or written representations or statements made by any Party shall be valid or shall be considered to be part of this Deed with respect to the description, workmanship, specification of the apartment, quality of the construction, infrastructure availability etc. as this Deed not only being self-contained and complete in itself in these respects but Vendee also has examined, verified and confirmed these aspects.

NOW THEREFORE in furtherance to receipt of the total sale consideration, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of ownership of said Apartment and exclusive right to only use and occupy the designated Parking Space against the said apartment, absolutely and forever, in favour of the Vendee on the terms and conditions mutually agreed by and between the Parties which is contained in this Conveyance Deed as under:

- 1(a) That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration of the total sale consideration already paid by the Vendee to the Vendor, the receipt whereof the Vendor do hereby acknowledge, the Vendor do hereby transfer, convey, assure and assign unto the Vendee the ownership of said Apartment free from

all encumbrances alongwith exclusive right to only use and occupy the designated Parking Space, absolutely and forever with proportionate, undivided, impartible right to only use the common areas except for the terraces specifically and exclusively reserved for utilization by the Vendor for installation of utility services. The Vendor alone shall have the absolute and the sole right to use the terraces of the various structures, towers or buildings in the Project which are not included in the Common Areas. The Vendor shall have sole right to give on lease or hire any part thereof for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise and the Vendee shall not have any right to object to or prevent the same.

- (b) That the Vendor has also allotted along with the Apartment usage right for one two wheeler open parking space to be held and used exclusively by the Vendee as an integral and inseparable part of the said Apartment. The parking space shall not be treated as any independent unit nor shall it be alienated independently of the said Apartment. The Vendee agrees that above two-wheeler parking spaces allotted shall form part of said Apartment as per the deed of declaration filed under Haryana Apartment Ownership Act, 1983 and further amendments thereto.
 - (c) That the Project shall always be known as “.....” and the said name shall never be changed by Vendee and/or jointly by owners or the registered association of allottee/owners.
- 2(a) The Vendor hereby confirms and acknowledges the receipt of the Total Consideration in respect of the said Apartment paid by the Vendee to the Vendor and that there is nothing due from the Vendee towards the sale consideration in respect of the said Apartment.
- (b) That the Vendee has paid his/her pro-rata share of the cess, taxes including but not limited to GST. The Vendee has further agreed to additionally pay, on demand, the proportionate share of any additional amount on account of taxes or development charges payable to the competent authority and/or increase in any other charges/fee/tax/cess etc which may be levied or imposed by the competent authority with retrospective effect to the Vendor. The Vendor undertakes and agrees that while raising a demand on the Vendee for such increased in taxes or development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, it shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Vendee.
 - (c) That the Vendee, if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (“**FEMA**”), the Reserve Bank of India Act, 1934 (“**RBI Act**”) and the rules and regulations framed thereunder and any other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The Vendee shall furnish the required declaration as may be prescribed in this regard. The Vendee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made thereunder. The Vendee shall indemnify and keep and hold the Vendors and its directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure.
- 3(a) That it is made clear to the Vendee that they shall be entitled to the ownership rights in the Project and rights of usage only as specified below:

- (i) The Vendee shall have ownership of the said Apartment.
 - (ii) The Vendee shall have undivided interest in the Common Areas within the Project.
 - (iii) The Vendee shall use the Common Areas within the said Project in which the said Apartment is situated, harmoniously along with other allottees, occupants, users, staff of operating agency etc. without causing any inconvenience or hindrance to them. However, the Vendee shall not be entitled to claim partition of its interest in the Common Areas. This clause shall be applicable to the Vendee and all subsequent transferees as well.
 - (iv) That the Vendor has made it clear to the Vendee and the Vendee acknowledge that the Vendee shall have no title and interest in the two wheeler parking spaces and other spaces on the surface of the said Project which have not been allotted/sold to Vendee and reserved by the Vendor which shall be dealt with by the Vendor at its own discretion as it shall remain the absolute property of the Vendor till it is sold or conveyed in any manner. The Vendee shall not raise any claim against such unreserved parking spaces on the surface of the land possessed by the Vendor nor shall the Vendee attempt to use or park its vehicles in unreserved parking spaces. It is made abundantly clear and agreed by the Vendee that no other land(s)/Unreserved parking spaces is/are forming part of the Deed.
 - (v) That the usage right in the Common Areas does not confer any separable/ exclusive title or share in the Common Areas and shall be governed as per Haryana Apartment Ownership Act, 1983 and subsequent amendments thereto.
 - (vi) That the Vendee understands that additional infrastructure may be required in future to meet the future demands/requirements of the said Project or for complying with the requirements of the electricity department/distribution or supply of energy, in which event; the Vendee acknowledges and agrees to pay additional proportionate share in the installation of the electricity establishment cost.
4. That vacant and physical possession of the said Apartment has been handed over by the Vendor to the Vendee and the Vendee hereby confirms having taken over the possession of the same from the Vendor after satisfying himself/herself/themselves that the workmanship used in construction as also the various installations like electrification work, sanitary fittings, water and sewerage connection etc. provided, as shown in accordance with the drawings, designs and specifications as per the Agreement and terms and conditions of booking and the same are in good order and condition and that the Vendee has satisfied himself in respect of the location and final Carpet Area calculations and measurements of the said Apartment.
- 6(a) That the Vendee agrees to abide by all laws, bye-laws, rules and regulations, conditions of the Central or State Government or the applicable local bodies and shall be responsible or liable for all defaults, violations or breaches of any of the conditions of approvals and/or rules and regulations as may be applicable on the Vendee. The Vendee also agrees to abide by the terms of the Haryana Apartment Ownership Act, 1983 as applicable and as amended from time to time and shall keep indemnified the Vendor and its employees for any liabilities or penalty resulting from such violations that may be attributable to the Vendee.
- (b) That the Vendee shall not use the said Apartment or permit the same to be used for purpose other than permitted purpose and/or for any purpose which may or is likely to cause nuisance or

annoyance to the occupiers of other apartments or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Apartment 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 Common Areas.

- (a) That with a view to maintain uniform aesthetics of the said Project, the Vendee shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hanging and/or drying of clothes, notice board etc. in the Common Areas or at the external façade of the building or anywhere on the exterior on Common Areas and shall not change the color scheme of the outer walls or painting of the exterior side of the doors and windows including by means of fixing of colored films etc. or carry out any change in the exterior elevation or design. The Vendee shall be entitled to display his/her name plate only at the proper place provided for the said Apartment and in the manner approved by the duly appointed service provider agency or Association (as the case may be). Further, circulating/displaying letters on the notice board or otherwise shall be done with prior approval of Association and after giving proper representation to the Association.
 - (b) That the Vendee shall not keep any hazardous, explosive, inflammable chemicals/ material etc. which may cause damage to the said Project. The Vendee shall always keep the Vendor harmless and indemnified for any loss and damage in respect thereof.
 - (c) That the Vendee agree and undertakes that Vendee shall ensure uniformity and non-interference with structures, ducting if any, internal cabling etc. and for general safety, security as well as larger interest of the said Project, the service provider agency or the Association (as the case may be) shall designate, regulate and approve the entry of service providers such as telephone, cable, satellite T.V/Radio, internet, Wi-Fi, wi-max, IP/IT services, general utility services or any other type of services. The Vendee shall take prior written approval of Vendor or service provider agency before laying and /or connecting upon any type of pipes, wires, cables, antenna(s) through Common Areas, common facilities and/or the areas or facilities owned by the Vendor or any electrical, water, battery or generator and the connection shall not be installed without written approval. In case such prior approval is not taken by the Vendee, the Vendor or service provider agency shall be entitled to remove such connections without any compensation or claim and at the cost of Vendee and shall remain indemnified for change of any power points, service points etc. if the same is not brought to its notice.
- 7(a) That in case the Vendee has purchased the ground floor apartment, Vendee has been allowed to use the open/sit out/balcony area/green area earmarked, if any for the said Apartment for the limited purpose of keeping the same green and maintained, the nominees /staff /workmen of the Vendor shall have the rights to enter into or upon the sit out area for the purposes of repairs, inspection and replacement of the service lines passing through the same. No construction whether temporary or permanent, is permitted on the said open/sit-out/balcony area, green area. This right of use of the sit-out area shall be subject to the provisions of the Haryana Apartment Ownership Act as applicable and as per sanctioned drawings only.
8. That the Vendee shall have no right, title or interest of any kind in the land and building(s) reserved for future expansion. Further, the Vendee shall not have any claim or right in any commercial premises or commercial building (unless an apartment/shop has been allotted in the commercial premises) or interference in the operation and management of shop(s), commercial premises, lawns, or community facilities/amenities in the said Project.

- 9(a) The Vendee agrees that in compliance of the DTCP instructions and in terms of the provisions of AHP, the Vendor shall provide maintenance of the affordable group housing only, for a period of five years from the date of grant of occupation certificate i.e. (such period referred to as “**Vendor Maintenance Period**”). The Vendor shall have the right to provide maintenance services of the Project either directly or indirectly through an agency. The Vendee shall not be required to pay any maintenance fee during the Vendor Maintenance Period save and except the user charges like garbage collection, electricity, water charges, security charges, Fuel charges for the electricity back-up for elevators, AMC of the electrical equipment etc. Upon expiry of the Vendor Maintenance Period, the Project shall be handed over to the Association. Thereafter, the Association shall have the right to either continue with the service provider agency appointed by the Vendor or appoint a new service provider agency to undertake maintenance services of the Project. After the expiry of Vendor Maintenance Period, the Vendee agrees and undertakes to pay the maintenance fee, from time to time, on such terms and conditions as may be agreed between the Association and maintenance agency.
- (b) That as per the terms stipulated in the Deed and the Occupants’ Manual, the Vendor or the service provider agency (as the case may be), shall look after the maintenance and upkeep of the Common Areas and shall enter into related agreements for the purposes of supply of electricity, common facilities and any other agreements as amended from time to time by the Association or service provider agency (as the case may be).
- (c) That the Vendee agrees and confirms that it shall abide by the terms of the user charges agreement and Occupant’s Manual and shall be bound by the same at all times. The Vendee shall further be solely responsible to always maintain its Apartment at its own cost in a good condition and shall not do or suffer to be done anything in or to the Project or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium 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 keep the said Apartment, 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 Project is not in any way damaged or jeopardized. The Vendee shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design except with prior written permission of the Vendor. Further, the Vendee shall not store any hazardous or combustible goods in the said Apartment or place any material including flower pots etc. in the common passages or staircase of the said building. The Vendee shall also not remove any wall, including load-bearing wall of the said Apartment. The walls shall always remain common between the said Apartment and the apartment of other allottees of adjacent apartment.
- (d) The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor. The non-observance of the provisions of this clause shall entitle the Vendor or Association or the duly appointed service provider agency (as the case may be) to enter into the Apartment, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (e) The Vendee shall keep the said Apartment, the walls and partitions, sewers, drains, pipes and appurtenances thereto in good tenable repair or condition and in particular so as to support, shelter and protect all parts of the Project other than the said Apartment and shall abide by all laws, bye

laws, rules and regulations of the Government, local/municipal authorities and/or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such condition or law, bye laws or rules and regulations.

- (f) That the Vendee undertakes not to commence any structural alteration, addition or any other interior work without obtaining prior permission of the Vendor or Association, as the case may be. Even pursuant to grant of requisite permission, the Vendee or the person(s) inducted by the Vendee shall ensure that the interior or any work does not even touch the R.C.C. structure and/ or load bearing walls nor does it cause any hindrance or obstruction to other property owners in the Project. During the course of such interior work, the Vendee or the person(s) inducted in possession in the property shall take all precautions to ensure that no damage is caused to the Common Areas or to other properties in the Project and in such an eventuality, shall be solely liable for providing the entire amount of compensation to the affected party and/or restoration of the damages so caused. Any such interior work, renovation, etc. as mentioned above shall be carried only during the day hours i.e. from 9 am to 6 pm only or as permitted by Maintenance Agency and such work shall not be carried on Sunday and other National or State Holiday, Festivals, etc. as declared by the Government. Such permission to carry out may also be denied under special and compelling circumstances by the Vendor or Association of Apartment Owners, as the case may be, which shall not be withheld unnecessarily.
- (g) The Vendee hereby agrees and undertakes to become a member of the Association and to complete all the documentation and fulfill its obligations as may be required under the Haryana Apartment Ownership Act, 1983 and the Real Estate (Regulation and Development) Act 2016 and Rules of 2017 framed thereunder promptly on being called upon.
- (h) Subject to the provision of the Real Estate (Regulation and Development) Act 2016 read with the applicable Rules of 2017 framed thereunder and the AHP, the Vendee shall have no objection if the Vendor makes any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold premises within the Project or the external façade and the Vendee agrees not to raise objection or make any claim on this account.
- (i) That the Vendee shall not use the said Apartment so as to cause blockage or hindrance to any Common Areas, common passages, veranda or terraces. No Common Areas of the Project will be used by the Vendee for keeping/ chaining pets/ animals, dogs, birds or storage of cycle, motorcycles/wrong/unauthorized parking, nor the Common Areas shall be blocked in any manner whatsoever.
- (j) The Vendee shall not be allowed to do any activity which may be objected to, by the other allottees, occupants such as playing of high volume music, use of loudspeaker, 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 and applicable laws/bye laws/occupant's manual in the Project.
- (k) The Vendee in its individual capacity as well as the prospective or existing member of the Association as the case may be, hereby confirms and agrees that subject to section 22 of the Haryana Apartment Ownership Act, 1983 in the event of redevelopment of the said Land at any time in future on account of any force majeure events or any catastrophe or for any other reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such

redevelopment on the Land. This clause shall be applicable to the Vendee and all subsequent transferees as well.

- 10.(a) That the Vendee shall not assign, transfer, sale or part with the possession of the said Apartment for a period of 1 (one) year from the date of handing over the possession of the Apartment, failing which, a penalty equivalent to 200% of the Total Sale Consideration will be imposed on the Vendee. Such penalty amount will be required to be deposited in the fund administered by the Town and Country Planning Department. Failure to deposit such penalty amount shall result in resumption of the Apartment and its re-allotment in consultation with the Town and Country Planning Department.
 - (b) The transfer of apartment through execution of irrevocable General Power of Attorney (GPA) where the consideration amount has been passed to the executor of GPA or any one on his/her behalf, will be considered as sale of the property and same will be counted as breach of terms and conditions. Penal proceedings as per the prescribed provisions above shall be initiated.
 - (c) After the expiry of the aforementioned period of 1 (one) year, the Vendee shall not assign, transfer or part with the possession of the said Apartment without obtaining a 'no dues certificates' from the Association or the Vendor as the case may be. In the event of such assignment/ transfer/ sale of the said Apartment of the Vendee, the Vendee shall file transfer permission application along with the proper set of documents to be executed, in the office of Vendor for its record. The transfer shall be subject to clearance of any outstanding dues still pending or recoverable due to any account which may be levied like statutory govt. dues, charges, taxes, user charges, etc. That the Vendee as well as subsequent transferees of Vendee hereby covenants to observe and perform all the terms and conditions of the booking, Agreement and this Deed to keep Vendor and its agents and representatives, estates and effects indemnified and harmless against the said payments and shall observe and perform the respective terms and conditions of each of the aforementioned documents. The Vendee shall indemnify and keep indemnified the Vendor against any loss and damages that the Vendor may suffer as a result of non – payment, non – observance or non- performance of the said terms and conditions by the Vendee. Further, such transfer, sale, lease, mortgage etc. shall be subject to the terms and conditions contained in the present Conveyance Deed. Further, the transferee or buyer shall be entitled to become a member of the Association of the Apartment Owners in place of the Vendee and shall be entitled to all the benefits and rights but subject to all the obligations and duties on the present Vendee. However, it shall be the liability, jointly and severally, of the Vendee /Transferee / subsequent buyer with respect to the unpaid amount towards Maintenance charges (user charges), electricity charges or any other charges along with interest or penalty if any payable by the Vendee at the time of transfer of the said Apartment. The Vendee / transferee / subsequent buyer of the said Apartment shall be liable to pay the administrative charges (as applicable from time to time) to record his / her /its nomination / mutation (in the records maintained by the Vendor / Maintenance Agency / Association) as an owner of said apartment in the said project.
11. That the Vendee shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the said Apartment effective from the date of handing over possession of the said Apartment, so long as each Apartment is not separately assessed for such taxes for the said Land and/or said Project, the same shall be payable and be paid by the Vendee in proportion to the Carpet Area of the said Apartment conveyed to him in terms of this Deed. Till the Apartment is individually assessed to property tax or any other charges as aforesaid by

the authorities, the Vendee shall be liable to pay to the Vendor on demand, such taxes / charges whether levied now or in future on the land / buildings of the Scheme, proportionate to the carpet area of the Apartment. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor or its nominee or any other body or association of all or some of the Apartment.

12. If the Vendee has to make any payment, in common with other allottee(s)/occupant(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in Project / Complex/Tower, as the case may be.
13. (a) That the Vendee shall be entitled to get the Apartment transferred and mutated in its own name as owner in the revenue records or of any other concerned authority on the basis of this Deed or its true copy without any further act or consent of Vendor subject to the restrictions as imposed by "AHP". However, if the Vendee transfers the Apartment to a third party, subject to Clause 10 above, then the transferee shall be bound by the terms and conditions of this Deed.

(b) That in supersession of Vendors Maintenance Period as mentioned herein above, it is categorically agreed by and between the parties that Vendor shall not be liable for rectification of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Vendee or non-compliance of any Applicable Laws by the Vendee; and
- (ii) the defects that are the result of ordinary wear and tear in due course

Provided that the Vendee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Vendor, and the Vendor shall not be liable for rectification of any defects therein.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Vendor at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Vendor shall be entitled to the same, provided an intimation thereof has been provided to the Vendee prior to expiry of the said initial 30 (thirty) days. The Vendee hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

14. That if any of the provisions of this Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with the terms and conditions mentioned therein.
15. (a) The recitals, annexures and schedules including any representations and warranties form part of and are an integral part of this Deed and shall have the same force & effect as if expressly set

out in the body of this Deed being binding on the Parties, and any reference to this Deed shall include any recitals and annexures to it. Any references to Clauses and annexures are to Clauses of and annexures to this Deed. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears;

- (b) The Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the Agreement in relation to the said Apartment and such obligation shall be applicable to subsequent transferees of the Vendee as well.
 - (c) References to this Deed or any other document shall be construed as references to this Deed or that other document as amended, varied, novated, supplemented or replaced from time to time;
16. That all costs of stamp duty, registration fee and other miscellaneous and incidental expenses on the execution and registration of this Deed have been borne and paid by the Vendee and the Vendee agrees to pay any further demand or deficiency of stamp duty, fee etc. made by the concerned government authority, in future. The Vendee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 & Indian Registration Act, 1908 or any other applicable law including any actions taken or penalties imposed by the competent authority (ies). The Vendee has / have borne all expenses for the completion of this Deed including cost of stamp duty, registration and other incidental charges. Any deficiency in the stamp duty as may be determined by the Sub-Registrar / Concerned Authority along with consequent penalties / deficiencies as may be levied in respect of the said Apartment & Reserved two wheeler Parking Space conveyed by this Deed shall be borne by the Vendee exclusively and the Vendor accepts no responsibility in this regard.
18. The rights and obligations of the Parties under or arising out of this Deed including disputes between the Parties shall be construed and enforced in accordance with the Act and rules framed thereunder, AHP and other applicable laws of India for the time being in force.

IN WITNESS WHEREOF the Parties have executed these presents at the place, day, month and year as first above written in the presence of witnesses:

Witnesses:

1. (VENDOR)

2. (VENDEE)

**SCHEDULE-I
RESIDENTIAL PROJECT—**

COMMON AREAS

Common areas mean the right in all such common areas and facilities for use of the vendee within/outside the Project in which the said Apartment is situated.

The list of Common Areas shall be in terms of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder and shall include the following:-

A. General Facilities for the entire Project:

- (i) Electrical Mechanical services such as:
Electrical Substation Pump Room, STP
- (ii) Maintenance Room / Services rooms for the above mentioned systems.
- (iii) Guard Posts.
- (iv) Electrical & Mechanical services:
- (v) Miscellaneous service rooms.
- (vi) Crèche & multipurpose Community Centre
- (vii) Children play areas and playing equipment for use and play only.
- (viii) Lobbies, staircase and corridors.
- (ix) Landscaped area comprising of lawns, walk ways, footpaths and lighting/services thereof for use only.
- (x) Service/Maintenance office

The Vendee shall have right in the above Common Areas and general facilities of the Project

B. Common facilities for independent units of individual blocks:

- (i) Entrance Lobbies and circulation area at ground floor.
- (ii) Staircase and munties.
- (iii) Lifts and Shafts
- (iv) Lift Lobbies and lighting and Firefighting equipment.
- (v) Lift Machine Rooms.
- (vi) Electrical/Plumbing/Fire Control Room/Fire Fighting System.
- (vii) Lift Lobbies and Lift Machine Rooms.
- (viii) Fire hydrants, fire brigade inlet and Fire Stair Cases.
- (ix) D.G. Room / D.G. Sets as per the maximum actual load achieved by the Project.

C. Restricted Common Facilities for apartments on same floor:

- i) Fire Hydrants with hose reel and cabinet.
- ii) Portable Fire Extinguisher.
- iii) Lift Lobbies.
- iv) Passages
- v) Any other facilities of dwelling units as provided under Haryana Apartment Ownership Act, 1983

SCHEDULE -II

(DESCRIPTION OF THE PREMISES UNDER SALE)

The residential **Apartment No.** _____ on _____ floor having **Carpet Area** admeasuring _____ sq. ft. or _____ sq. mtrs. (approx.), in the Tower-_____, situated in _____, Sector-03 , Farrukhnagar.

SCHEDULE -III

(FLOOR PLAN SHOWING UNIT UNDER SALE)