

CONVEYANCE DEED

TYPE OF PROPERTY : **RESIDENTIAL PLOT**
ADDRESS OF PROPERTY : **Plot No., Pocket-.....**
SECTOR/COLONY NAME : **SECTOR 63A,**
TRANSACTION VALUE : **Rs...../-**
STAMP DUTY : **Rs./-**
STAMP CERTIFICATE No./DATE: **...../.....**

REGISTRATION FEE GRN No. : **.....**

This conveyance deed (“**Conveyance Deed**”) is made on this _____th day of _____, 202.. and executed at Tehsil, Gurugram.

BETWEEN

M/s. Anant Raj Limited(Pan No. AABCA3972B), a company incorporated under the Companies Act, 1956, with registered office at H-65, Cannaught Circus, New Delhi-110001 through its authorized signatory **R/o** duly authorized vide resolution passed in the Meeting of the Board of Directors held on (hereinafter referred to as “**Vendor**”, which expression shall include its successors, assigns etc. unless the subject or context requires otherwise), of the First Part

AND

(1) Sovereign Buildwell Private Limited., (2) Glaze Properties Pvt. Ltd., (3) Four Construction Pvt Ltd., (4) Fourstar Reality Pvt Ltd., (5) North South Properties Private Limited. (6) Destination Properties Pvt Ltd. (7) Mr. Kapil Dayma., (8) Mr. Jeet Singh (9) Mr. Sajneev Jain., (10) Smt Bina Rani (11) Smt Pushpa Garg (12) Mr. Manoj Singla (Hereinafter jointly referred to as ‘Land Owners/Confirming party’).

AND

Mr./Mrs..... (Aadhaar No. & PAN No.) S/o,W/o Mr. R/o (hereinafter referred to as the “**Vendee**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her successors, legal heirs, representatives, nominees, successors and assigns), of the Second Part

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

WHEREAS the Vendor alongwith its associate & subsidiary companies purchased lands in the revenue estate of Villages Kadarapur, Ullawas & Maidawas, Distt. Gururgram,

Haryana and has obtained License No211 of 2023 dated 18.10.2023 from the Director General, Town & Country Planning, Government of Haryana under the Haryana Development and Regulation of Urban Areas Act, 1975, for the promotion and development of residential colony known as “ANANT RAJ ESTATE” in Sector 63-A, District Gurugram, Haryana (hereinafter referred to as “The Colony”). The Colony is duly registered with Haryana Real Estate Regulatory Authority vide Registration no.....

AND WHEREAS the Landowners, associate and subsidiary companies entered into Development /Collaboration agreements with the Vendor and have entitled the Vendor to develop The Colony and to carve out and sell Residential plots of different sizes and dimensions (as such or built upon) including independent floors / row houses or villas, commercial sites, community sites, schools, nursing homes etc and to realize the sale price from prospective Buyer(s).

AND WHEREAS the Vendor is developing the entire lands forming part of The Colony as per approved layout of the Colony duly granted by the Director General Town and Country Planning office Haryana under the above mentioned Licence no 211 of 2023. The vendor is fully authorized to market the Residential plots / villas / Independent floor/ Commercial sites / community sites in favour of the prospective clients on such terms, conditions, covenants, stipulation etc as may deem fit and appropriate by the Vendor.

AND WHEREAS the Vendee after duly satisfying themselves with the location, title and approved layout had entered into a Plot Buyer Agreement dated with the Vendor, by and under which the Vendee was allotted the residential **plot bearing No..... in Pocket “.....” admeasuring** square yards approximately along with all easements, privileges, rights and benefits attached thereto in The Colony known as “**Anant Raj Estate**”, (hereinafter referred to as the “**Residential Plot**” which has been more specifically described in **Schedule I** hereto and is colored in red in the lay-out plan of the Colony set out in **Schedule II**) for the total sale consideration of **Rs./- (Rs. Only) (“Consideration”)**, which is more specifically provided in **Schedule III**.

AND WHEREAS Vendor is in full and absolute possession and otherwise well and sufficiently entitled to sell the said Residential Plot which is free from all sorts of encumbrances, liens, charges, whatsoever.

NOW THEREFORE in furtherance to receipt of the entire Consideration by the Vendor, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of the Residential Plot, absolutely and forever, in favour of the Vendee on the terms and conditions mutually agreed by and between the Parties and contained in this Conveyance Deed.

DEFINITIONS

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

- 1.1 “**Act**” means the Real Estate (Regulation and Development) Act, 2016 and rules formed thereunder for the State of Haryana, and subsequent amendments to the said act and rules and the notifications / clarifications relating to the same issued by the relevant government authorities;
- 1.2 “**Government**” means the Government of the State of Haryana;
- 1.3 “**Rules**” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- 1.4 “**Section**” means a section of the Act.
- 1.5 “**Adjudicating Officer**” shall have the same meaning ascribed to it under the Act;
- 1.6 “**Applicable Taxes**” shall mean all the taxes, cess, revenue, by whatever name called, payable by the Vendor;
- 1.7 “**Association**” shall mean the association of the allottees in the Real Estate Project, which shall be formed by the Vendor under the applicable laws;
- 1.8 “**Authority**” shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016
- 1.9 “**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 Real Estate Project / Residential Colony;
- 1.10 “**DTCP**” shall mean Directorate General, Town and Country Planning, Haryana;
- 1.11 “**EDC**” means external development charges as levied by DGTCPC on The Colony.
- 1.12 “**Force Majeure Event**” shall have the same meaning as ascribed to the term “*force majeure event*” under the Act;
- 1.13 “**Hazard**” means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is

likely to cause grave danger to the health of persons in The Colony or to the environment in and around The Colony.

- 1.14 “**IDC**” means internal development charges as levied by DGTCP on The Colony.
- 1.15 “**Maintenance Agency**” shall have the meaning assigned to it herein
- 1.16 “**Maintenance Agreement**” shall have the meaning assigned to it herein.
- 1.17 “**Maintenance Charges**” shall have the meaning assigned to it herein.

1. Conveyance

- a) In consideration of the receipt of the entire Consideration by the Vendor and in furtherance to adherence to and compliance with various terms, conditions, covenants and obligations of the Vendee stated in the Plot Buyer Agreement/Agreement to Sell, the Vendor hereby sell, transfer, convey and assign the Residential Plot in favour of the Vendee absolutely and forever, free from all encumbrances, and the Vendee hereby acquires/purchases all rights, title and interest in the Residential Plot in terms of this Conveyance Deed. The Total Consideration of Residential plot as per approved zoning plan is mentioned herein in **Schedule III (“Total Price”)**
- b) The Vendor has assured the Vendee and the Vendee is satisfied that the Residential Plot is free from all sorts of encumbrances, liens, charges etc. and the Vendor has the full right and authority to sell the same.

2. CONSIDERATION AND CHARGES

- a) The total Consideration towards the absolute sale, transfer and conveyance of the said Residential Plot is **Rs...../- (Rs..... Only) where Rs..... towards Basic Cost and Rs..... towards EDC/IDC**, including TDS has been paid by the Vendee to the Vendor as per following details :-

Chq No/ Acknowledgement No.	Chq Date	Amount	Bank	Mode

- b) The statutory charges (i.e. EDC and IDC) shown in **Schedule III** hereto are tentative. The Vendee understands and agrees that there could be future increase or upward revision in the said statutory charges after execution of this Conveyance Deed and handover of possession of the Residential Plot to the Vendee, whether prospectively or retrospectively, due to an introduction or change in the Applicable Laws, increase of deposits/ charges for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature, including but not limited to levy of infrastructure augmentation charges, or otherwise demanded by any Competent Authority, on The Colony and/ or Residential Plot. The Vendee undertakes to pay all such future increase or upward revision in the said statutory charges to the Vendor in proportion to the area of the Residential Plot as and when demanded by the Vendor.

The Vendee specifically recognizes that such demand as and when made by the Vendor shall be treated as 'unpaid sale consideration' of the Residential Plot and the Vendor shall have a lien on the Residential Plot to the extent of such unpaid sale consideration. In case the Vendee fails to pay such additional statutory charges within the time prescribed, the Vendee shall be liable to pay interest at the rate of 12% per annum on the outstanding amount from the due date till the date of realization.

- c) The Total Amount as mentioned in the **Schedule III** hereto is exclusive of all present and future taxes, cesses, levies, charges etc, by whatever name called, including but not limited to the value added tax and/or service tax/GST, as may be levied by any Competent Authority on The Colony or on the sale / transfer of the Residential Plot by the Vendor in favour of the Vendee. Other charges such as External Electrification charges, Power backup facility etc are payable upon possession. The Vendee shall at all times to be liable to bear and pay the same. In the event of any failure or delay on part of the Vendee to pay the same, the Vendee shall be liable to pay interest at the rate of 12% per annum on the outstanding amount from the due date till the date of realization.

3. COLONY AND THE RESIDENTIAL PLOT

- a) The Vendee specifically recognizes that The Colony is in the nature of a township comprising of multifarious developments, such as residential (plots, villas, independent floor units, group housing etc), community sites (High school, primary school, Nursing Homes, Nursery School, Dispensary, Taxi Stands, Daily need booths) and commercial (plots, office spaces / units, retails malls, multiplexes etc) and has purchased the Residential Plot situated therein. The Vendor has made clear to the Vendee that, for times to come, the Vendor shall be carrying out extensive

development and construction activity within The Colony and for the said purpose additional contiguous lands may also be acquired and added to The Colony by way additional license / approval from the DGTCP. The Vendee hereby covenants that he shall not raise any objection, claim or dispute against the Vendor on account of any inconvenience which may be suffered by him due to such development / construction activity.

- b) The Vendee has inspected all the Approvals obtained by the Vendor from the Competent Authority with respect to The Colony and has identified the Residential Plot therein. The complete description of the Residential Plot, being subject matter of this Conveyance Deed, has been provided in **Schedule I** hereto and is colored in red in the lay-out plan of The Colony set out in **Schedule II**. Subject to aforesaid, any changes / modifications / amendments as may be made by the DGTCP in the lay-out plan for The Colony in future, shall automatically supersede the present tentative lay-out plan and become binding on the Parties. The Vendee hereby confirms that the Vendee shall have no objection if the Vendor makes suitable and necessary alterations to the design, specifications, lay-out plan, amenities, facilities etc. of The Colony, due to aesthetic reasons or to meet the planning/ regulatory requirement or for any other reasons deemed necessary.
- c) The Total Amount Payable specified in **Schedule III** hereto has been calculated in respect of the sale / transfer of the Residential Plot to the Vendee. The Vendee represents and confirms that payment under this Conveyance Deed is being made for purchase of only the Residential Plot at The Colony and does not create any right, title or interest of any kind whatsoever, explicit or implicit, in any other lands, buildings, open spaces, recreation areas, parks, parkings, clubs / community centres, common areas, facilities and amenities falling within The Colony. It is expressly agreed by and between the Parties that all rights, title and interest, including the ownership of such lands, buildings, open spaces, recreation areas, parks, parkings, clubs / community centres, common areas, facilities and amenities falling within The Colony, including those specifically earmarked as common areas and facilities for common use and enjoyment of occupants of The Colony, shall vest solely with the Vendor and the Vendor shall have the sole and absolute authority to deal with the same in any manner whatsoever in accordance with Applicable Laws, including but not limited to creation of rights in favour of any third party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode which the Vendor may deem fit in its sole discretion. The Vendor has not made any commitment or charged any price under this Conveyance Deed for the transfer of any right, title or interest in these lands, buildings, open spaces, recreation areas, parks, parkings, clubs / community centres, common areas, facilities and amenities falling within The Colony. However, the Vendor may permit the Vendee and other occupants of The Colony

to use such amenities and facilities upon payment of such fee, subscription charges, security deposit etc. as may be decided by the Vendor from time to time. The Vendor has agreed to sell the Residential Plot to the Vendee relying on this specific undertaking of the Vendee and it is agreed between the Parties that these undertakings shall survive at all times.

4 COMPLETION OF DEVELOPMENT OF THE COLONY

- a) The Vendor has the right to complete The Colony in parts / phases and obtain part occupation and/or completion certificate for the same as the Vendor may deem fit. The Vendee confirms and gives his specific consent to the same and shall not raise any objection in this regard. The Vendee has been handed over possession of the Residential Plot in a completed part / phase of The Colony for which the part occupation and/or completion certificate has been/will be obtained, and the Vendor and/or its agents or contractors shall be fully entitled to carry on the remaining work, including further and additional construction work in The Colony. The Vendee shall neither object the execution of such work nor be entitled to claim any compensation / damages from the Vendor if any inconvenience, hardship, disturbance or nuisance is caused to the Vendee during the said works or construction by the Vendor.
- b) Until all the Residential plots, apartments, units, developments etc. in The Colony have been sold / transferred by the Vendor in favour of the prospective buyers, and till the time Vendor has utilized the entire FSI in The Colony, the Vendor shall have sole control and full authority in respect of all matters concerning The Colony and further constructions thereon and the management and administration of the same. The Vendor shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold Residential plots, apartments, units, developments etc. in The Colony and to receive consideration in respect of the same.

5. HAND OVER OF POSSESSION

- a) The Vendor has, simultaneously with the execution of this Conveyance Deed, will handover / have handed over the vacant, physical and peaceful possession of the Residential Plot to the Vendee.
- b) The Vendee has taken over the possession of the Residential Plot and satisfied himself that the Residential Plot is as per the agreed description stated in **Schedule I** hereto and with various installations like water and sewerage connections. From the date of execution of this Conveyance Deed, the Vendee shall not be entitled to raise any dispute, objection or contention whatsoever in this regard.

6. VENDEE'S REPRESENTATIONS, COVENANTS AND OBLIGATIONS

The Vendee represents and covenants and confirms to the Vendor –

- a) That the Vendor shall have a first lien and charge on the Residential Plot in respect of compliance of all covenants and obligations of the Vendee under this Conveyance Deed and payment of all sums that may be payable by the Vendee to the Vendor under this Conveyance Deed.
- b) That upon taking over physical possession of the Residential Plot, the Vendee shall undertake the construction activity at the Residential Plot only after obtaining all requisite permissions, approvals etc. as may be required at his own costs and expenses. The Vendee understands and acknowledges that in the zoning plan and/or lay out plan of The Colony approved by the DGTCP, there are restrictions/stipulations, including but not limited to the number of floors, built-up area, height, setbacks, timelines for completion etc. in relation to construction development on the Plot. The Vendee agrees and understands that in order to avoid any damage / destruction to the infrastructure facilities provided in The Colony, such as electricity cables, underground water pipes, underground sewer / drain lines, rain water harvesting etc. and to maintain the aesthetics of The Colony, it is necessary that the specifications of proposed construction on the Plot (such as FSI utilization, number of floors, front setbacks, elevation, façade, height, rear set back, boundary wall design, gate design, outside grill design etc) are reviewed by the Vendor. In this regard, the building plans to for construction on the Residential Plot shall have to be prepared as per the design norms stipulated by the Vendor and before submission of the same to the Competent Authority, the Vendee shall have to get them scrutinized and approved by the Vendor in writing.
- c) The Vendee agrees to complete construction development on the Residential Plot and obtain the requisite completion/occupancy certificate from the Competent Authority within 4 (Four) years from the date of execution of the Conveyance Deed or as per prevailing laws / bye-laws. In the event the Vendee is unable to do so, the Vendee shall be liable to pay non-development charges to the Vendor at the rate of Rs. 10/- (Rupees Ten only) per square yard of the Residential Plot area for every month of such delay. The Vendee agrees and undertakes to comply with all such restrictions/stipulations during construction/ development on the Residential Plot and shall not violate the zoning plan, lay out plan and the building bye laws. The Residential Plot shall not be amalgamated, partitioned, sub-divided or fragmented in any manner as this will be a clear breach of the conditions contained in the zoning plan/ lay out plan approved by the DGTCP.

- d) That the Vendee shall not make any unauthorized construction or make encroachments or obstructions in common areas, facilities or services at The Colony; or cause hindrance in the use and enjoyment of such common areas, facilities and services by other occupants of The Colony; or cause noise pollution by use of loudspeakers or otherwise; or shall throw or accumulate rubbish, dust, garbage or refuse anywhere, save and except at the areas specially earmarked for the said purpose at The Colony.
- e) The Vendee shall be responsible to obtain a separate electricity connection in respect of the Residential Plot directly from the Competent Authority and pay all charges for the consumption of electricity at the Plot. However, it is clarified that Vendee cannot affix any cables/wires for electricity, satellite television, telephone/internet connection in the open air and shall have to follow the process and guidelines stipulated by the Vendor.
- f) That the Residential Plot shall form part of a gated colony, within The Colony, surrounded by external walls, fence or grill with surveillance through a security agency appointed by the Vendor or the Maintenance Agency. The Vendee shall not in any manner breach or cause damage to the external walls, fence or grill surrounding the gated colony.
- g) That the Vendee has seen all documents/papers available with the Vendor in relation to The Colony, including but not limited to the title documents, Approvals, plans/sanction obtained from the Competent Authority and this Conveyance Deed has been executed by the Vendee after being fully satisfied about the rights, title and interest possessed by the Vendor over The Colony. The Vendee is completely aware of and has understood all limitations/obligations/ restrictions (if any) of the Vendor in respect thereof and confirm that he shall neither investigate the same further nor raise any objection whatsoever in this respect.
- h) The Vendor shall be entitled to utilize at all times any additional FSI index that may accrue on The Colony by making additional construction at any place within The Colony, as the Vendor may be entitled to under the Applicable Laws, at present or in future. The Vendee hereby expressly consents to such additional construction at The Colony and agrees not to object or raise any dispute or contention whatsoever in future against the same. The Vendee shall not be entitled to ask the Vendor for any reduction in the Consideration or the Other Charges as mentioned in **Schedule III** hereto or any other charges/costs to be paid by him under this Conveyance Deed and/or claim compensation or damages on any account whatsoever. The Vendor shall be entitled to sell such areas, developments and buildings in The Colony to third parties i.e. parties other than the owners of Residential plots in The Colony or Association as may be permissible under the relevant regulations from time to time. The Vendee agrees and confirms that he shall not raise any objection/challenge to the same either on his own or through the Association.

- i) That the Vendee shall abide by all the Applicable Laws and rules/regulations of the Competent Authority which are applicable or will be applicable to the jurisdiction in general and to The Colony including the Residential Plot in particular.
- j) That the Plot shall be used only for the 'residential' purpose and shall neither be used for any purpose which may or is likely to cause nuisance or annoyance to other occupants at The Colony nor for any illegal or immoral purposes.
- k) As part of the Other Charges, the Vendee shall pay the one time membership fee for the use of Community Centre/Club which may be provided by the Vendor anywhere inside The Colony. The Vendee shall abide by the rules and regulation of such Community Centre/Club as may be laid down by the Vendor/Maintenance Agency.
- l) That on and from the date of execution of this Conveyance Deed, the Vendee shall be liable to bear proportionate costs and expenses to keep The Colony in a good and tenable state and condition. The Vendee shall not do or suffer to be done anything in or to the Residential Plot or in The Colony which may be against the terms and conditions of the Approvals, rules/regulations of the Association or the Competent Authority. In the event the Vendee is guilty of any act or omission in contravention of this provision, the Vendee shall be responsible and liable for the breach and also for the consequential loss or damage, to the Vendor, Association or the Competent Authority, as the case may be.
- m) That the Vendee shall become member of any association of the Residential plot / villa / unit / apartment owners in The Colony ("**Association**") as the Vendor may be required to form, as per the Applicable Laws, for the purposes of maintenance, repair, management and administration of The Colony. The Vendee shall also from time to time, be required by the Vendor or the Association, to pay the periodic membership/subscription charges and sign and execute application for membership and other papers, instruments and documents in this regard. The Vendee shall observe and perform all the rules, regulations of the Association that may be specified in detail under the Bye Laws of the Association. The Vendee shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Association.
- n) That if the Vendee is a non-resident/ foreign national /person of Indian origin governed by the provisions of the Foreign Exchange Management Act, 1999 and rules/ regulations framed there under or by the Reserve Bank of India in that regard, then it shall be the responsibility and obligation of the Vendee to obtain all

- necessary permissions, approvals, sanctions etc. as may be required from the governmental authorities and comply at all times with all provisions including but not limited to the remittances from foreign country(ies) to be made to the Vendor or the Association. The Vendee shall be required to provide and deliver to the Vendor or Association all such permissions, approvals, sanctions, documents etc. as may be asked for. The Vendor or Association shall not be liable or responsible for any default or negligence on the part of the Vendee in this regard and the Vendee agree to keep the Vendor and/or Association fully indemnified at all times for any damage, loss, cost, harm or injury caused to it for any reason, whatsoever, in this regard.
- o) That the Vendee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown or any portion of The Colony.
 - p) That the Vendee undertakes not to sub-divide the Residential Plot.
 - q) The Vendee shall permit the Vendor, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the Residential Plot or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Vendor, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. may enter into or upon the Residential Plot at any time during day or night.
 - r) That the Vendee shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Residential Plot. However, the Vendee may affix name plates / name boards only at the designated areas of the building on the Residential Plot which may be constructed by the Vendee in future of such sizes as may be previously approved in writing by the Vendor or the Association, as the case may be.
 - s) That from the date of execution of the Conveyance Deed and till the time each such Residential plot in The Colony is not separately assessed, the Vendee agrees to pay on demand all taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, in respect of The Colony, as the case may be, in proportion to the area of the Residential Plot. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Vendor or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Vendee.
 - t) That the Vendee agrees and confirms that the Vendor shall at all times be entitled to develop, as part of The Colony, any additional contiguous land parcels as per the necessary sanctions and Approvals that may be obtained from the Competent Authority. The Vendee hereby agrees that he shall not at any time raise any

objection, dispute or contention, whatsoever, with regard to such development by the Vendee. Further, the buyers / occupiers of the Residential plots / buildings to be constructed on such additional lands shall be entitled to full and free access and/or the right of way over The Colony and the Vendee shall not be entitled to object and/or obstruct the same.

- u) The Vendee hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in future in respect of The Colony.
- v) That the Vendee covenants with the Vendor to pay from time to time all amounts which the Vendee is liable to pay and observe and perform all his covenants, conditions and obligations under this Conveyance Deed. The Vendee hereby agrees to keep the Vendor and its agents and representatives, indemnified and harmless against all costs, expenses, injuries, damages etc. which the Vendor may suffer for any breach or default that may be committed by the Vendee in this regard.

7. MAINTENANCE AND UPKEEP AT THE COLONY

- a) The Vendee is aware that The Colony requires proper and periodic maintenance and upkeep and unless The Colony is maintained in proper form with neat and clean environs, the full utility of The Colony cannot be availed by the users / occupants. It is for these, amongst other reasons, that the Vendee has agreed to purchase the Residential Plot on the specific understanding that the right to use the common areas, amenities, facilities and services at The Colony shall be subject to payment of maintenance charges by him, amongst other charges, as determined by the Vendor. The Vendor, for the purposes of carrying out such maintenance services at The Colony, may employ / hire a maintenance agency (“**Maintenance Agency**”) appointed for the said purposes .If so required, the Vendor may require the Vendee to enter into a separate maintenance agreement with the Maintenance Agency (“**Maintenance Agreement**”), in the format provided to him, by the Vendor or the Maintenance Agency, which shall clearly specify the scope, terms and conditions for provisions of the maintenance services in The Colony. The Vendee agrees to pay the applicable maintenance charges.
- b) It is made clear to the Vendee that the Maintenance Agency shall render maintenance services only with respect to the common areas, amenities, facilities and services at The Colony, but outside the boundary of Residential Plot and these shall mainly relate to services in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, etc. and provision of 24 hour power back up to the Residential Plot. The Vendee agrees to comply with provisions of the Maintenance

Agreement that may be entered into by him with the Maintenance Agency and further comply with all rules, regulations, directions etc. framed by Maintenance Agency and/or under the Applicable Laws with regard to provision of maintenance services in The Colony. The Vendee undertakes to pay the maintenance bills of the maintenance agency for maintaining various services/ facilities from the date of execution of this Conveyance Deed until the maintenance services are handed over to the government or any local body for maintenance. The Vendee further agrees to deposit with the Vendor or Association or Maintenance Agency an interest free security deposit to ensure timely payments of such charges.

- c) The Vendee hereby accepts that the provisions of such maintenance services and use and access to the common areas, amenities, facilities and services at The Colony shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc (“**Maintenance Charges**”) to the Vendor or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Vendee under this Conveyance Deed and/or Maintenance Agreement. The rates of maintenance and service charges shall be fixed by the Vendor or the Maintenance Agency, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned.
- d) It has been specifically agreed by the Vendee that the Association may, as permitted under the Applicable Laws, grant on lease, license or franchise any space in The Colony for advertisements, display hoardings, poster and signage spaces and receive rents, profits and other revenue generated there from; without any objection or claim by the Vendee or any other owner(s)/ occupant(s) of The Colony. Further, the Association may carry out promotional / re-creational activities within The Colony or outside and around The Colony, provided such activities do not cause any disturbance to any occupant of The Colony.
- e) The Vendee will be required to pay the applicable Maintenance Charges to the appointed Maintenance Agency from the date they take over the possession of the Residential Plot or within 30 days of the offer of possession, whichever is earlier.

8. INDEMNITY

The Vendee undertakes to indemnify and keep the Vendor, other occupants and Maintenance Agency and its officers / employees fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by the

Vendor, other occupants and/or the Maintenance Agency as consequence of breach of any of the terms and condition of this Conveyance Deed as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Vendee or on the part of his personnel and/or representatives. It is agreed that the Vendee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any Hazard within the Residential Plot due to the Vendee's willful misconduct and/or negligence. In such an event, the Vendee shall keep and hold the Vendor fully indemnified for the quantum of loss, penalty caused or borne by the Vendor, claims or demands raised on the Vendor due to such willful misconduct and/or negligence on the part of the Vendee.

9. RIGHT TO TRANSFER

It is hereby expressly agreed by the Vendee that so long as the ownership rights herein granted in favour of the Vendee in respect of the Residential Plot are not prejudicially affected; the Vendor shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of all their rights, titles and interests in The Colony or any part thereof to third party(ies) as may be permitted under the Applicable Laws.

10. TRANSFER BY THE VENDEE

- a) On and from the date of execution and registration of this Conveyance Deed, the Vendee may transfer by sale, gift, lease, license, exchange or by any other mode whatsoever the Residential Plot as permitted by Competent Authority in favour of any third party.
- b) However, before concluding any sale or transfer of ownership of the Residential Plot the Vendee shall be required to (a) pay all outstanding dues of Other Charges, Maintenance Charges and all other charges as may be notified by the Vendor or Association or Maintenance Agency at that time, and (b) obtain a no dues certificate in this regard.
- c) The VENDOR is entitled to levy the applicable administrative/ processing fee / transfer charges to the Vendee as per prevailing policy at that time and the Vendee undertakes to pay the same prior to transfer.

11. STAMP DUTY

The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Conveyance Deed

have been borne by the Vendee. In the event the same becoming payable due to change or interpretation of Applicable Law, notification, order etc. including the stamp duty and registration fee which may be demanded by the Competent Authority due to under valuation of stamp, shall be borne and payable by the Vendee as and when demanded by the Competent Authority.

12. ENTIRE AGREEMENT

This Conveyance Deed constitutes the entire understanding / agreement between the Parties for the sale, transfer and assignment of ownership of the Residential Plot by the Vendor in favour of the Vendee and supersedes all prior understandings, agreements (if any) between the Parties including the Application, Provisional Allotment Letter, Final Allotment Letter and the Plot Buyer Agreement. There are no promises or assurances or representations, oral or written, express or implied, other than those contained herein.

13. INTERPRETATION

- a) This Conveyance Deed entered into between the Parties and/or the terms and conditions herein shall be subject and interpreted according to the Applicable Laws.
- b) The captions/headings in this Conveyance Deed are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Conveyance Deed to the intent of any provision hereof. The true interpretation of any matters/ clauses in this Conveyance Deed shall be done by reading the various clauses in this Conveyance Deed as a whole and not in isolation or in parts or in terms of captions provided.

14. DISPUTE RESOLUTION & NOTICE

- a) All or any disputes that may arise between the Parties with respect to the terms and conditions of this Conveyance Deed shall be subject matter of jurisdiction of courts at Haryana only.
- b) Any notice, demand or other communication to be served under this Conveyance Deed may be served upon any Party only by registered speed post with acknowledgement due or through courier service at the address first mentioned above, or at such other address as it may from time to time be notified in writing to the other Party.
- c) In case of more than one Vendee all letters, receipts and or notices etc. issued by the Vendor or the Association or Maintenance Agency and dispatched to the first

mentioned Vendee onto the address first mentioned above or any address later notified by the said Vendee, shall be a sufficient proof of receipt of the same by all the Vendee and shall fully and effectively discharge the Vendors or the Association or Maintenance Agency of its obligation in this regard.

15. VENDEE'S UNDERTAKING

- a) The Vendee has seen all documents/papers as available with the Vendor in relation to The Colony, including but not limited to the title documents, building plans sanction and other approvals obtained from the governmental authorities and the present Conveyance Deed is being entered into by him after being fully satisfied about the rights, title and interest possessed by the Vendor over the same and quality of construction at The Colony and after having full knowledge of the Applicable Laws, to which the Vendor and/or The Colony are or be subject to in future. The Vendee is completely aware of and have understood all limitations / obligations / restrictions (if any) of the Vendor in respect thereof and confirm that he shall neither investigate the same further nor raise any objections whatsoever in this respect.
- b) The Vendee further confirm 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 herein has/have signed this Conveyance Deed and has paid the money(ies) hereunder being fully conscious of his liabilities and obligations.

SCHEDULE I DESCRIPTION OF THE RESIDENTIAL PLOT

All that residential **Plot No.**, **Pocket** admeasuring **..... square yards** (**..... sq mtrs**) approximately along with all easements, privileges, rights and benefits attached thereto in the residential colony know as **“Anant Raj Estate” situated in Sector 63-A, Gurugram**, in the revenue estate of Villages Kadarapur, Ullawas & Maidawas, Distt. Gurugram, Haryana and bounded as under:

NORTH :

SOUTH :

EAST :

WEST :

SCHEDULE II

LAY OUT PLAN SHOWING THE PLOT IN RED ALREADY DELIVERED TO THE VENDEE

Schedule III

DETAILS OF THE CONSIDERATION AND OTHER CHARGES

Rs...../-(Rupees) is **total Consideration** for the Plot including TDS amount payable by the Buyer, based on the terms and conditions stipulated in the Plot Buyer Agreement and duly accepted by the Buyer after being satisfied that the “Vendor/ Developer” had the right and authority to sell the above said Residential Plot.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorized representatives as of the date first above written in the presence of the following witnesses:

SIGNED & DELIVERED BY THE VENDOR

SIGNED BY THE VENDEE

Mr. Akhil Kumar

Mr/Mrs.

(Landowners)

WITNESSES: _____