

**CONVEYANCE DEED**

1. Type of deed	:	<b>Conveyance Deed</b>
2. Village/Sector/City	:	---
3. Segment/Block	:	---
4. Plot No.	:	---
5. Plot Unit (Sq. Yards/ Kanal/Marla/Acre	:	<b>--- Sqr. Yds.</b>
6. Transaction Value	:	<b>Rs. -/-</b>
7. Stamp Duty	:	<b>Rs. -/-</b>
8. Certificate No. & Dated	:	--

**For Vatika Limitec**

  
**Authorised Signatory**

DEED OF CONVEYANCE is executed at \_\_\_\_\_ on this the \_\_\_ day of \_\_\_\_\_ 20\_\_

By

**M/s Vatika Ltd.**, a company incorporated under the provisions of Companies Act, 1956 and Governed under the Companies Act, 2013, having its registered office at Unit No. - A-002, INXT City Centre, Ground Floor, Block -A, Sector -83, Vatika India Next, Gurugram - 122012 hereinafter referred to as '**PROMOTER**' (which expression, unless contrary to or repugnant to the context, shall deemed to mean and include its associate companies, successors, executors and assigns ) through its authorized signatory **Mr. Shyam Lal Gupta & Or Mr. Satish Kumar (AADHAAR No.617153271011 & PAN-AJQPK3259G)** duly authorized vide Authority Letter dated ----- of the First Part.

AND

**M/s Crazy Properties Pvt. Ltd.** (CIN No. U45201DL2005PTC138088) (PAN AACCC6558J), a company incorporated under the provisions of Companies Act, 1956 and Governed under the Companies Act, 2013, having its registered office at Flat No. 224A, 2nd Floor Devika Tower, 6, Nehru Place, South Delhi, New Delhi, Delhi, India, 110019, a company owning land admeasuring 1.915625 acres, at Sector 82A, Village Shikohpur, Gurugram (Haryana) (hereinafter referred to as the "**Confirming Party 1**"), which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns, of SECOND PARTY of the **FIRST PART**;

AND

**M/s. Mendell Developers Pvt. Ltd.** (CIN No. U70109DL2008PTC174893) (PAN AAFCM5546H), a company incorporated under the provisions of Companies Act, 1956 and Governed under the Companies Act, 2013, having its registered office at Flat No. 224A, 2nd Floor Devika Tower, 6, Nehru Place, South Delhi, New Delhi, Delhi, India, 110019, a company owning land admeasuring 0.1902 acres, at Sector 82A, Village Shikohpur, Gurugram (Haryana), represented through its Attorney Holder Vatika Limited through its Director & Authorised signatory Mr. Brij Kishore Singh vide registered GPA dated 04.01.2023, (hereinafter referred to as the "**Confirming Party 2**"), which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns, of THIRD PARTY of the **FIRST PART**;

AND

**M/s. Vatika One India Next Pvt. Ltd.** (CIN No. U45201DL2005PTC135181) (PAN AAKCS2413G), a company incorporated under the provisions of Companies Act, 1956 and Governed under the Companies Act, 2013, having its registered office at Flat No. 224A, 2nd Floor Devika Tower, 6, Nehru Place, South Delhi, New Delhi, Delhi, India, 110019, a company owning land admeasuring 5.64505 acres, at Sector 82A, Village Shikohpur, Gurugram (Haryana), represented through its Attorney Holder Vatika

2

For Vatika Limited

Authorised Signatory

Limited through its Director & Authorised signatory Mr. Brij Kishore Singh vide registered GPA dated 04.01.2023, (hereinafter referred to as the "**Confirming Party 3**"), which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns, of FOURTH PARTY of the **FIRST PART**;

AND

**M/s. Sahar Land and Housing Pvt. Ltd.** (CIN No U74899DL2004PTC129579) (PAN AAICS8095A), a company incorporated under the provision of Companies Act, 1956 and Governed under the Companies Act, 2013, having its registered office at Flat No. 224A, 2nd Floor Devika Tower, 6, Nehru Place, New Delhi, South Delhi - 110019, a company owning land admeasuring 0.2585 acre, at Sector 82A, Village Shikohpur, Gurugram (Haryana), represented through its Attorney Holder Vatika Limited through its Director & Authorised signatory Mr. Brij Kishore Singh vide registered GPA dated 04.01.2023, (hereinafter referred to as the "**Confirming Party 4**"), which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns, of FIFTH PARTY of the **FIRST PART**;

The "Confirming Party 1", "Confirming Party 2", "Confirming Party 3", and "Confirming Party 4" shall hereinafter collectively referred to as the "**Confirming Parties**" and "Promoter" and "Confirming Parties" shall hereinafter collectively referred to as "**Vendor**"

**In favour of**

hereinafter singly/jointly, as the case may be, referred to as the '**VENDEE**' (which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/ her/ their, heirs, executors, administrators, legal representatives, successors and assigns) of the Second Part.

- A. **WHEREAS** the Promoter and the Confirming Parties are the owners and in possession of land admeasuring 8.00937 acres situated at Sector-82A, Village Shikohpur, District Gurugram, Haryana (herein after referred to as the "**said Land**") and had inter se entered into arrangements/collaborations to develop a residential plotted colony on the said Land, by which the Vendor was entitled to carry out development on the said Land, also entitled to sell the same, receive the sale consideration and issue valid receipts thereof.
- B. **AND WHEREAS** the Vendor is in the process of developing a Affordable Plotted Colony under Deen Dayal Jan Awas Yojna (DDJAY) by the name of "Horizon 82" comprising of residential/commercial Plots (hereinafter referred to as the "**said Colony**") on the said Land pursuant to License No. 19 of 2024 dated 9<sup>th</sup> February, 2022 and lay out plans approved from the Director of Town and Country Planning, Chandigarh (DTCP) vide Drawing No. 10015 dated 9<sup>th</sup> February 2024 for the said

For Vatika Limited

3

Authorised Signatory

purpose.

- C. **AND WHEREAS** the Vendee had entered into a Agreement For Sale dated ----- with Vendor for purchase of Plot as per Schedule attached to the present Conveyance Deed (hereinafter referred to as the '**said Agreement**'). Consequent to the said Agreement the Vendor has allotted a residential/commercial Plot No. ---- Street No. ----- having Plot Size ----- **Sqr Yards**. (hereinafter referred as the '**said Plot**') in the said colony to the Vendee, as part performance of his obligation under the said Agreement.
- D. **AND WHEREAS** pursuant to the terms of the said Agreement, the Vendee had also agreed to abide by the terms and conditions of the Maintenance Agreement with the Vendor or the Vendor's nominated Maintenance Agency (hereinafter referred to as "the Maintenance Agreement"), copy of which stands acknowledged by the Vendee.
- E. **AND WHEREAS** prior to signing of the said Agreement and application for booking the said Plot, the Vendee had fully satisfied himself/herself/itself/ themselves with regards to all information and clarifications as required by him/her/it/them with regards to purchase of the said plot and had not unduly relied upon or been influenced by the sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Vendor, its selling agents, brokers or otherwise, including but not limited to any representation relating to the said plot/ colony/ facilities, to be made available to the Vendee/s etc. and also with regards to right/s, title and interest of the Vendor in the said colony, in which the said Plot is situated. Further the Vendee is satisfied on inspection of title, possession and entitlement of the Vendor to sell the said plot post inspection of relevant records and documents in this regards. The Vendee has further confirmed to the Vendor that he is purchasing the said Plot with full knowledge of all laws, rules, regulations, notifications etc. applicable to the said Colony in general the said Plot in particular, as well as the terms and conditions contained in this Conveyance Deed, the said Agreement and the Maintenance Agreement and that, he/she/they has/have clearly understood all his/her/their rights, duties, responsibilities, obligations there under.
- F. **AND WHEREAS** the Vendor, by virtue of the Licenses obtained from the concerned Authorities, is legally competent to sell the said Plot to any individual, company and/or firm and the said Plot is free from all encumbrances, liens, charges or attachment and the Vendor has good, subsisting, unencumbered and transferable rights therein.
- G. **AND WHEREAS** in furtherance to the above and Vendee's confirmation to abide by terms of the present Conveyance Deed, the said Agreement, & the Maintenance Agreement, the Vendor is executing this Conveyance Deed in favor of the Vendee.

For Vatika Limited

4

  
Authorised Signatory

**NOW, THEREFORE, THIS INDENTURE OF CONVEYANCE WITNESSETH AS FOLLOWS:**

1. In pursuance of the said Agreement and in consideration, a sum of -/- (**Rupees -----  
----- Only**) as total Sale Consideration for the said Plot has already been paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits, the Vendor both hereby grants, conveys, transfers, assures and assigns unto the Vendee by way of Sale all that piece and parcel of the said Plot in the said Colony as described in Schedule hereto together with all ways, passages, rights, liberties, privileges, easements, benefits and advantages of light, water courses, appendages and appurtenances, whatsoever in respect of the said Plot or any part thereof, belonging to or appertaining thereto or usually held, used, occupied or reputed or enjoyed and parcel thereof appurtenant thereto and together also with full and free right and liberty of the estate, rights, title and interest into or out of or upon the said plot of land., to have and to hold the same unto and to the use of the Vendee(s), his/her/their successors and assigns, heirs, executors, administrators, absolutely and forever free from all encumbrances subject to the exceptions, reservations, conditions and covenants hereinafter contained.
2. That the payment of EDC/IDC, as applicable till date, is included in the sale consideration as mentioned herein which has been paid by the Vendor till date. Any subsequent change, including increase, in EDC/IDC whether retrospectively or prospectively by the statutory authorities shall always be solely to the account of Vendee to be borne and paid by the Vendee in proportion to the size / dimension of the Said Plot to the total plots. The pro rata demand raised by the Vendor to the Vendee with regards to such dues shall be final and binding on the Vendee.
3. That the cost of electricity, water and sewer connections to the said Plot is not included in the aforesaid consideration and the same shall be a separate charge in addition to the total sales consideration of the said Plot. In case any electricity sub-station is constructed/ commissioned, the cost of the same on pro rata basis shall be charged from the Vendee.
4. That the Vendor has already handed over actual, physical, peaceful and vacant possession of the said Plot to the Vendee. Satisfactory taking over of which is acknowledged by the Vendee.
5. The Vendee has physically inspected the said plot and has also satisfied himself with regard to the ownership record/s of the land, the physical condition of the plot, its size or measurement or dimensions and all other physical characteristics thereof, and will not raise any objection or make any claim against the Vendor in respect of any work which may be alleged, not to have been carried out or completed for any other reason whatsoever, including any delay in handing over possession of the said Plot and such claim or objection, if any, will be deemed to have been settled by the Vendee.

For Vatika Limited

Authorised Signatory

6. The Vendee will be entitled to the ownership rights of the area of the said Plot detailed in the schedule attached hereto, and no other land, area and facility is/ are forming part of this Conveyance, and the Vendee will have no right, no title, no interest of any kind whatsoever on any other land(s) except to the extent of using only such general commonly used areas and facilities within the said Colony as may be decided by the Vendor from time to time, subject, however, to timely payment of maintenance charges by the Vendee. Ownership of all such lands, areas and facilities vests solely with the Vendor. Their usage and manner/ method of use/ disposal etc. will be at the sole discretion of the Vendor. Vendee further agrees that incase any parcel is subsequently acquired and added to the Project land, the Vendee has no objection to the same in the case of change in layout plan for the development of the Project. The Vendee hereby gives irrevocable undertaking that he shall not claim any right, title or interest in these lands, areas and facilities and further that he shall not in any manner interfere in affairs of booking, allotment, sale and /or operation of the same.
7. That the Vendee will pay directly or if paid by the Vendor then reimburse to the Vendor on demand and without demur, all govt. charges, rates, cesses, levies including but not limiting to property tax, wealth tax, service tax or any other tax / duty / charges / levy of any kind, by what-so-ever name called, whether levied or leviabale now or in future, as the case may be. Further, the Vendee shall be liable to pay property-tax or any other tax, fee, charges or cess, as and when levied by a local body or Authority (retrospectively or prospectively). The pro-rata apportionment, if any, in this regards, shall be made by the Vendor or any other nominated agency by the Vendor, as the case may be, and the same shall be conclusive, final and binding on the Vendee. All taxes, fees', cess', duties, charges, including maintenance charges, etc. shall be paid by the Vendee from the date of offer of possession of the Plot by the Vendor or 30 days from such offer of possession, whichever is later, irrespective of the fact whether the maintenance of the area around the said plot forming part of the said Colony is carried out by the Vendor or its Nominee or any other duly constituted body or association. In the event of any increase in such taxes, rates, cess', duty or charges, the same shall be treated as unpaid sale price of the said Plot and the Vendor shall be entitled to claim/ recover the same from the Vendee and the Vendor shall have all the unfettered rights to recover the dues from the Vendee and the Vendee without demur hereby authorize the Vendor to take steps viz. disconnection/ withdrawal of the facilities, etc. with respect to the said plot as provided by the Vendor / its maintenance agency.
8. That in order to provide maintenance services like scavenging, upkeep of roads/ streets/ parks/ drainage/lighting etc. in the said Colony, the Vendor will be entitled and empowered to maintain the same itself or to hand over its maintenance to any other Maintenance Company/ Agency / other Body or Association. The Vendee has agreed to sign and execute a Maintenance Agreement with the Vendor and/or the Maintenance Company/ Agency and the Vendee undertakes to abide by the terms and conditions of the said Maintenance Agreement from time to time, including to pay monthly maintenance charges from the date of offer of possession of the Plot by

the Vendor or 30 days from such offer of possession, whichever is later, and to keep Interest Free Maintenance Security Deposit (IFMSD) with the Maintenance Company/ Agency in order to secure the Maintenance Company/ Agency of due performance by the Vendee of his financial and other commitments under the said Maintenance Agreement. The Vendor may change, modify, amend, impose additional conditions in the Maintenance Agreement from time to time as may be required and as it may deem fit and proper. The Vendee will not be entitled to claim any compensation or to withhold payment of maintenance and other charges on the ground that infrastructure required 'if any' for the said Colony is not yet complete. The Vendee will pay from time to time and at all times the amounts which the Vendee is liable to pay under the said Maintenance Agreement and to observe and to perform all the covenants and conditions contained therein and to keep the Vendor, its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Vendor may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated therein. Further, the Vendee agrees and undertakes to pay by the due date, the electricity/ energy & water charges basis the consumption of electricity whether through the DHBVN or DG Sets along with water charges.

9. That in case of expenditure of capital nature which is not covered by the maintenance charges or in case some additional facilities and improvement in infrastructural facilities/ amenities is effectuated in the colony including but not limited to laying of Gas pipeline, Sewerage treatment plant, electric substation, solar energy equipments, Diesel Generators for Power Back Up, Wi Fi facility, gates, etc, the same shall be contributed by all the plot owners in the said Colony, on pro-rata basis (i.e in proportion to the area of the said Plot to the total area of all the Plots in the said Colony). The Vendor/ Maintenance Company/ Agency shall have the sole authority to decide the necessity of such expenditure of capital nature including its timing and the Vendee has agreed to abide by the same.
10. The Vendee and any person claiming rights through him shall not use the said Plot for any purpose other than residential or in a manner that may cause nuisance or annoyance to occupants of other residential Plots in the said Colony or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said Plot/ said colony which tends to cause damage to any plotting or services of any Plot adjacent to the said Plot or anywhere in said Colony. The Vendee shall also strictly follow the instructions as may be issued by the Maintenance Company/ Agency from time to time. The Vendee has agreed to indemnify the Vendor against any penal action, damages or loss due to misuse for which the Vendee will be solely responsible.
11. That a single point electrical connection shall be obtained by the Vendor from the DHBVNL / concerned authorities/ State Electricity Board and individual connection to the Vendee shall be given by the Vendor on payment of connection charges. The regular electricity usage charges bill will be raised by the Vendor or Maintenance Agency appointed by the Vendor which shall be paid by the Vendee regularly to avoid

For Vatika Limited

  
Authorised Signatory

any disconnection by the Vendor. It is further, agreed by the Vendee that in case the Vendee raises the construction of residential building on the said Plot and sells the said constructed building in parts/ floor-wise, each of the subsequent buyers of the part of the constructed building shall be required to execute separate Maintenance Agreement with Vendor/nominated agency of the Vendor and the Vendee or each of the subsequent buyers shall apply and be provided with separate electricity /water connections for respective floors or parts thereof by vendor on payment of requisite charges applicable in respect thereof. Also, Vendee or each said subsequent buyers of the part of the constructed building need to pay for the separate sewerage connection charges.

12. Notwithstanding anything mentioned elsewhere in the present Deed the Vendee shall at all times be under strict obligation to abide by all building bye-laws, regulations and all other applicable laws in raising construction over the said plot and complete the construction on the said plot within time-lines prescribed under relevant applicable law and obtain a certificate for occupation and use from the competent authority within prescribed period under the, applicable law.
13. The provisions contained in this Conveyance Deed, are specific and applicable to the said Plot only and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Competition Commission of India, Consumer Disputes Forum(s) or any other judicial/ quasi judicial authority/ forum involving any other Plot(s)/ colony/ projects(s) of the Vendor/ its associates / subsidiaries, partnership firms etc. All the provisions contained herein and the obligation arising hereunder in respect of the said Plot/ said Colony will equally be applicable to and enforceable against any and all occupiers, tenants, licensee's and/ or subsequent purchasers/ assignees of the said Plot as the said obligations go along with the said Plot for all intents and purposes.
14. The Vendee, if resident outside India, will solely be responsible for complying with the necessary formalities as laid down in relevant statutes of the country including Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there-under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc.
15. This Conveyance Deed is the complete and final repository of the agreed terms and conditions between the parties and in case of any inconsistency, between the terms and conditions stipulated herein and any other previous agreement / document/communication exchanged between the parties, the provisions contained in this Conveyance Deed shall prevail. The Vendee has surrendered/ waived all his rights to invoke all penalty clauses contained in the said Agreement or other Agreements executed between the parties and has expressed his complete satisfaction with regard to the said Plot and handing over of its possession to him/ her.

For Vatika Limited

8

  
Authorised Signatory

16. The Vendee will ensure that the persons to whom the said Plot or part thereof is let, transferred, assigned or given possession of, will execute, acknowledge and deliver to the Vendor/ Maintenance Company/ Agency such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Vendor/ Maintenance Company/ Agency may prescribe in order to effectuate the provisions of this Conveyance Deed and the Maintenance Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. However, the Vendee/ subsequent vendees will need to obtain no dues certificate from the Vendor & the Maintenance Company/ Agency before effecting such transfer. The Vendee also undertakes to incorporate the terms of this Conveyance Deed in any transfer document, which he may execute, whether pertaining to sale of the said Plot or lease or any other transaction of similar nature.
17. If any provision of this Conveyance Deed is determined to be void or unenforceable under any applicable law, such provision will be deemed amended or deleted to the extent of the inconsistency, with the purpose of this Indenture and to the extent necessary to conform to applicable law and the remaining provisions of this Indenture will remain valid and enforceable.
18. The Vendor will have the right to join as an affected party in any suit/ complaint filed before any appropriate court by the Vendee if the Vendor's rights under this Indenture are likely to be affected/ prejudiced in any manner by the decision of the court on such suit/ complaint. The Vendee has agreed to keep the Vendor fully informed at all times in this regard.
19. Any reference in this Conveyance Deed to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Indenture refer to this entire Indenture and not to the particular provision in which the term is used unless the context otherwise requires.
20. That the rights and obligations of the parties under or arising out of this Indenture will be constructed and enforced in accordance with the laws of India in general and Gurugram in particular. Any dispute arising there-from between the parties shall be subject to jurisdiction of Courts at Gurugram, Haryana.
21. That the Vendee has borne all the expenses for the execution and registration of this Conveyance Deed including the cost of stamp duty, registration and other incidental charges.
22. That the Vendee can get the said Plot mutated in his name in the records of the concerned authorities on the basis of this Conveyance Deed or its certified true copy.

For Vatika Limited

Authorised Signatory

**SCHEDULE OF THE PROPERTY:**

Residential **Plot No. --** Street No. ---- having Plot size --- **Sqr Yards.** in Affordable plotted colony called "**Horizon 82**" which has been developed in village Shikohpur now falling under Sector 82A as per Gurugram Manesar Urban Complex 2031, in District Gurugram, Haryana having boundaries as under:

**NORTH EAST** : -

**NORTH WEST** : -

**SOUTH EAST** : -

**SOUTH WEST** : -

IN WITNESS WHEREOF THE VENDOR AND THE VENDEE HERETO HAVE HEREUNTO SET THEIR HANDS TO THIS DEED OF CONVEYANCE ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

**(VENDOR(s))**

**(VENDEE)**

**WITNESSES:**

1.  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Occupation \_\_\_\_\_  
Address \_\_\_\_\_

2.  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Occupation \_\_\_\_\_  
Address \_\_\_\_\_

**For Vatika Limited**

10

  
**Authorised Signatory**