

CONVEYANCE DEED

1. Type of Deed	:	CONVEYANCE DEED
2. Village/ City (Name & Code)	:	Village Naurangpur, Gurugram
3. Segment/ Block (Name & Code)	:	Sector-80, Tehsil Manesar, District Gurugram,
4. Apartment No.	:
5. Tower No.	:
6. Type of Property	:	Residential Apartment in Group Housing Project Elaira Residences
7. Carpet Area	:	Area: sq.ft
8. Transaction Value	:	Rs./-
9. Stamp Duty	:	Rs./-
11. Certificate No. & Date	:	Certificate No. Dated
12. Certificate issued by	:	Haryana Government

This DEED OF CONVEYANCE (“**Conveyance Deed**” or “**Deed**”) is made at _____ on this _____ day of _____ 20_____.

BY AND BETWEEN

CONSCIENT INFRASTRUCTURE PRIVATE LIMITED (CIN U74899DL1990PTC039324 and PAN AAACB0280G), a company incorporated under the provisions of the Companies Act, 1956/2013, having its Registered Office at K-1, Green Park Main, New Delhi, India-110016 and Corporate Office at 10th Floor, Tower-D, Global Business Park, M.G. Road, Gurugram, Haryana -122002 acting through its authorised signatory _____ (Aadhaar No. _____), duly authorised vide Board Resolution dated _____ (hereinafter referred as “**Developer /Vendor**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its executors, successors, legal representatives, nominees, permitted assigns and all those claiming through it);

AND

1. Mr./Mrs./Ms..... S/D/W of Mr.....
(Aadhar No..... & PAN No.)
resident of
2. Mr./Mrs./Ms..... S/D/W of Mr.....
(Aadhar No..... & PAN No.)
resident of
3. Mr./Mrs./Ms..... S/D/W of Mr.....
(Aadhar No..... & PAN No.)
resident of

OR

_____) (PAN _____ and GSTIN _____), a company/ LLP/ partnership firm/ proprietorship, registered/ incorporated under the _____, having its office at _____, acting through its Authorised Signatory/ _____ Mr./Mrs./Ms. _____ (Aadhar No. _____) Son/Daughter/Wife of Mr.

_____, duly authorized vide Board Resolution/ Authority Letter dated _____.

(Hereinafter referred to as the '**Vendee**', which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their/its heirs, attorneys, executors, administrators, successors, legal representatives and all those claiming through him/her/them).

The Developer/Vendor and Vendee are hereinafter individually referred to as the '**Party**' and collectively referred to as the '**Parties**'.

WHEREAS :

- A.** The Developer is the absolute and lawful owner of a Plot No. GH-3 admeasuring 5.56 acres (22501 sq. mtrs.) located in the revenue estate of village Naurangpur, Sector-80, Gurugram, Haryana (hereinafter referred to as the "Total Land/Licensed Land"), which Total Land was originally allotted to the Promoter by the Haryana State Industrial & Infrastructure Development Corporation Ltd., Government of Haryana (hereinafter referred to as "HSI IDC") under the New Integrated License Policy 2022 vide an Agreement dated 22.08.2024 and in pursuance thereof, a Conveyance Deed dated 08.01.2025 was duly executed on 08.01.2025 and registered vide Document No. 13205 with office of the Sub Registrar, Manesar, Gurugram.;
- B.** The Total Land is earmarked for the purpose of construction and development of building a residential group housing complex, comprising of multistoried residential apartments of varying sizes and specifications and a commercial block comprising of commercial/retail units of varying sizes, specifications, and other amenities, structures, facilities, services etc. (hereinafter referred to as the "Complex") in the name and style of Elaira Residences.
- C.** The Developer is developing the Complex in a phased manner, and accordingly the Developer has constructed and Developed Phase-2 of the Complex 'Elaira Residences' ("**Said Project**") on a land admeasuring 1979 sq. mts. (0.48acres) ("**Project Land**"), on the basis of the building plans duly sanctioned by HSI IDC vide Memo No. HSI IDC/IPD/IMT/M/2025/1206 dated 29.10.2025. The Project consisting of two (2) towers and various apartments alongwith amenities, facilities and Common Areas etc in the Complex. The Developer/Vendor has already completed the construction and development of Phase-I of the Group Housing Complex located at Village Naurangpur, Sector-80, Gurugram (Phase I Project).The Said Project and other phases of the Project shall together be referred to as the "**Complex**"
- D.** The Developer/Vendor has duly obtained registration of the Project under the Real Estate (Regulation and Development) Act, 2016 and Rules framed

thereunder for Haryana vide Registration No. ____ of _____ dated _____. The construction of the Project within which the said Apartment is situated has been completed and the occupation certificate of the Project has been granted by HSIIDC vide its letter bearing memo no. _____ dated _____-.

- E.** The Vendee desirous of purchasing a residential apartment in the Said Complex, applied for and sought allotment of Apartment No. _____, on the _____ floor having carpet area of _____ sq. ft. in Tower _____ and having exclusive balconies having an aggregate area of _____ sq. ft. along with right to use _____ covered car parking space(s) bearing no. _____, alongwith the undivided and impartible pro rata share only in the land underneath the Real Estate Project in which the Said Apartment is situated which is bounded as under :-

EAST :

WEST :

NORTH :

SOUTH :

(hereinafter called the “**Said Apartment**”), more fully described in detail in **Schedule II** written hereafter, and an Agreement for Sale dated _____(hereinafter referred to as “**Said Agreement**”) was inter-alia executed between the Developer/Vendor and the Vendee for the Said Apartment.

- F.** The Vendee is fully satisfied that the construction has been made in accordance with the legally sanctioned drawings, design and specifications as agreed between the Vendee and the Developer/Vendor in the Said Agreement and has also fully verified and satisfied themselves about the soundness of the title, rights as well as all the aspects/promises made in respect of the Said Apartment by the Developer/Vendor.

- G.** The Developer/Vendor, agreed to sell, transfer, convey and assign to the Vendee and the Vendee has agreed to purchase the Said Apartment, fully described in this Conveyance Deed, with all rights, titles, interests, easements, privileges and appurtenances thereto, with all rights of ingress and egress to and from the Said Apartment on ‘**AS IS WHERE IS BASIS**’ for a total consideration of **Rs.** _____/- **(Rupees _____ Only)**, excluding any future demands, taxes, dues or demands which may be demanded by the Govt. Authorities on any account or by any name or on account of provision of new or additionally amenities or facilities or privileges to the Vendee by the

Developer/Vendor and also excluding any exclusive rights in common areas, open areas, park, commercial utilities, club, community building(s), staircase, pathways, basement, terrace, lift, lobby etc in the complex. in any manner whatsoever.

- H.** The Developer/Vendor has offered and the Vendee has duly inspected all the pertinent records/documents in relation to the Said Apartment and the Said Complex including but not limited to copies of license, buildings plans, revised building plans (if any), layouts, permissions, approvals, etc. and has fully satisfied himself/herself/themselves.
- I.** The letter of possession of the Said Apartment has already been issued to the VENDEE and the VENDEE is fully satisfied about the quality of construction, quality of fittings, electrical fittings, sanitary fittings and the quality of building material and items used for construction and development of the Said Apartment and is fully satisfied about the building plans/revised building plans according to which the Said Complex has been developed and is fully satisfied about the calculation and definition of carpet area and foot print area, common areas etc. and admits and undertake not to raise any dispute about the same.
- J.** The VENDEE has now desired and requested the Developer/Vendor to convey the legal title of the Said Apartment in his/her/their favour to which the Developer/Vendor have agreed on the following terms and conditions of the present Deed as provided hereinunder:-

NOW, THEREFORE, THIS CONVEYANCE / SALE DEED WITNESSETH AS UNDER:

1. CONSIDERATION AND CONVEYANCE OF THE SAID APARTMENT

- a. That in pursuance of the Said Agreement and in consideration of the sum of **Rs. _____/- (Rupees _____ Only)** which has already been received from the Vendee, the receipt of which Developer/Vendor hereby admits and acknowledges as full and final payment towards the sale of the Said Apartment i.e. Apartment No. _____, on the _____ floor having carpet area of _____ sq. ft. in Tower _____ and having exclusive balconies having an aggregate area of _____ sq. ft., along with right to use _____ covered car parking space(s). The Developer/Vendor, does hereby sell, convey and transfer the Said Apartment free from all encumbrances, unto the Vendee, subject to the condition, that the Vendee shall abide by all the covenants, instructions, stipulations and conditions etc. of the Said Agreement, Maintenance Agreement dated _____ (hereinafter referred to as "**Maintenance Agreement**"), of this Conveyance Deed and any other documents as may

be required by the Developer/ Vendor to be executed in relation to the Real Estate Project/ Complex.

- b. The Vendee has paid the applicable Tax Deductable at Source (TDS) on the sale consideration for the Said Apartment and has submitted the copy of the certificate/ proof in this regard.
- c. That except for the Said Apartment and right of use of the common areas of the Real Estate Project/ Complex, the Vendee shall have no right, title or interest in any other portion/part of the Real Estate Project/ Complex and/or any other apartment whether or not a part of the Real Estate Project or any other sale deed which may be executed by the Developer/Vendor including but not limited to any restricted and/or limited common areas attached to any apartment and/or otherwise. Further, the Vendee shall also not have any rights, title or interest in any other amenities and facilities in the complex as may be available in the Real Estate Project/ Complex, on a chargeable basis or otherwise.
- d. That save and except in respect of the Said Apartment hereby conveyed on ownership basis, the Vendee shall have no claim, right, title or interest of any nature or kind whatsoever, except right of ingress/egress over or in respect of all or any of the common areas such as lobbies, staircases, lifts, corridors etc. which shall remain in the custody and control of Developer/Vendor and/or the Association of the Apartment Owners/Allottees {formed/ to be formed} (hereinafter referred to as the “**said Association**”) and/or the Maintenance Agency/Service Provider which shall be responsible for the maintenance and up keep of the Real Estate Project/ Complex and in that event, the provisions contained in these presents as may be inconsistent with the provisions of the Haryana Apartments Ownership Act, 1983 shall stand superseded/ substituted/ modified accordingly and the provisions so modified/ substituted shall govern the rights, title and obligations covered by this deed.
- e. Now the Developer/Vendor, have been left with no right, title, interest, claim or concern of any nature in the Said Apartment and the Vendee has become the absolute owner of the Said Apartment. Subject to the terms of this deed, the Vendee shall have full right to use and enjoy the Said Apartment as absolute owner.
- f. That the area of the Said Apartment is calculated on the basis carpet area of the Said Apartment which the Vendee has physically verified and is fully satisfied with along with all other related issues and is entering into the present Conveyance Deed only after being fully satisfied by the construction of the Said Apartment as well as the Real Estate Project in all respects. The Vendee has satisfied and verified the title, rights of the Developer/Vendor.

2. COVENANTS OF THE VENDEE

- 2.1 That the Vendee shall strictly abide by the terms and conditions of the Said Agreement executed inter-alia between the Vendee and the Developer/Vendor, the Maintenance Agreement and the Vendee agrees and accepts that any unpaid maintenance charges, water charges, electricity charges, common area electricity charges, power back up charges and/or any other charges of whatsoever nature in relation to the Said Apartment, along with all applicable taxes etc. shall form first charge on the Said Apartment.
- 2.2 That Vendee shall abide by the bye-laws of said Association formed/ to be formed by owners of apartments/ units of the Real Estate Project/ Complex.
- 2.3 The Vendee agrees and undertakes that any charges to be paid under the Maintenance Agreement, shall be over and above the sale consideration paid by the Vendee for the purchase of the said Apartment as per terms of this Deed.
- 2.4 The Vendee hereby undertakes not to:
- a. Use the Said Apartment or permit the same to be used for any purpose other than the residential purpose and/ or any other purpose sanctioned by the concerned authorities or use for any purpose which may or is likely to cause nuisance or annoyance to the occupiers / owners of the other portions/ spaces of the Real Estate Project/ Complex.
 - b. Use the Said Apartment for any illegal or immoral purposes.
 - c. Store in the Said Apartment any goods of hazardous or combustible nature.
 - d. Do or suffer anything to be done in or about the Said Apartment which may tend to cause damage to any flooring or ceiling or any apartment above, below or adjacent to the Said Apartment or in any manner interfere with the use thereof or of spaces/ portions, passages or amenities available for common use, or in any way affect the environment of common facilities like lifts, lights etc in the complex.
 - e. Put up any name or sign board, neon light, publicity or advertisement material etc. outside the Said Apartment exposed to public view on the external façade of the building or any where on the exterior of the building or common areas of the Real Estate Project/ Complex.

- f. Change the colour 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 designs.
- g. Demolish the Said Apartment at any time.
- h. Make or cause to be made any additions or alterations without the prior written consent of the Developer/ Vendor, or undertake any unauthorized construction of whatsoever nature to the Said Apartment or any part thereof, or chisel, or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural constituents in the Said Apartment and/ or adjacent apartments. The non-observance of the provisions of this Clause shall entitle the Vendor or the Maintenance Agency to enter the Said Apartment, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee apart from the other remedies as shall be available. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- i. Make any encroachment or obstructions in common areas / facilities / services or cause hindrance in the use and enjoyment of all common areas/ facilities/ services/communication areas of the Real Estate Project/ Complex.
- j. Make noise pollution by use of loud speakers or otherwise and/or throw away or accumulate rubbish, dust, rags, garbage or refuse anywhere save and except at areas/ places specifically earmarked for the purpose in the Said Complex.
- k. Close the verandahs or lounges or balconies or common passage or common corridors even if particular floor/floors is/are occupied by the same party.
- l. Fix/install air conditioners/coolers at any place other than the space(s) provided for in the building design subject or open them up to the inside passage, common use or in the staircase, and shall ensure that no water leaks from any cooler/air-conditioner.
- m. Use the common parts of the building in which the Said Apartment is situated or the common parts of the Real Estate Project/ Complex in keeping/chaining pets, dogs, birds or for storage of articles, motor cycles/ vehicles etc.
- n. Block the common areas/parts of the Real Estate Project/ Complex in any manner whatsoever.

- o. Keep battery, invertors / petrol / kerosene generators, flowers vessels, air-conditioners / coolers etc. or on road or parking places etc and/or in the common areas of the Real Estate Project/ Complex including but not limited to lift lobbies, staircases etc.
 - p. Use the Said Apartment for any commercial activity or otherwise, except for residential purposes only.
 - q. Store in the Said Apartment heavy goods which may affect the construction and structure of the Said Apartment or the Real Estate Project/ Complex.
 - r. Disregard the terms of this Conveyance Deed and/or Said Agreement and/or Maintenance Agreement and/or any other Agreement/arrangement as stipulated by the Vendor and/or its nominee and/or the Association.
- 2.5 That the Vendee shall comply with and carry out from time to time in respect of the Said Apartment all the requirements, requisitions, demands and repairs which are required to be complied with by the DTCP, Haryana Urban Development Authority, Municipal Authority, Government or any other competent authority/local bodies and/or the said Association in respect of the Said Apartment and the building(s) and land(s) on which the said building(s) is/are standing at its own cost and keep the Developer/Vendor indemnified, secured and harmless against all costs, consequences and all damages, arising on account of delay/non compliance with the said requirements, requisition, demands and repairs as well as comply with all terms of the contract executed prior to this Conveyance Deed with the Developer/Vendor of the Said Complex. Further, the Vendee shall pay and keep duly paid at all times, any and all government charges and taxes including but not limited to property tax and other taxes of all and any kind by whatever name called, as may be leviable with respect the Said Apartment and shall pay and keep duly paid any other rates, interests and charges towards insurance, etc. with respect to the same, and shall keep the Developer/Vendor indemnified in this regard.
- 2.6 The Vendee shall be solely responsible for any visitors, guests, house help, etc. visititing the Said Apartment and shall ensure such visitors, guests, house help, etc. duly maintain discipline and decorum and follow the rules & regulations of the Said Complex. The Vendee shall ensure to undertake police verification of any staff and house help engaged by him/her/them at all times.
- 2.7 That the Vendee agrees and undertakes that the Vendee shall at any time hereafter have no right to object to the Developer/Vendor constructing or

continuing with the construction at their own cost of the other building(s), adjoining building(s) or other building(s) on the land which connects the electric, water, sanitary and drainage sources with the existing systems.

- 2.8 The Vendee hereby agrees that the Vendee shall not claim any reduction in price of the Said Apartment hereby purchased by the Vendee and / or to any compensation or damages on the ground of inconvenience or any other ground. The Vendee also undertakes not to interfere with the construction, if undertaken, in future in any manner whatsoever as stated hereinabove.
- 2.9 That the Vendee shall maintain the Said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto at their own cost and expenses in a good and tenantable repair and condition and ensure that the support, shelter etc. of the building in which the Said Apartment is located, is not, in any way, damaged or jeopardized and shall not do or cause to be done anything in or to the said building or Said Apartment or the staircases, lifts, shafts and common passages or the compound which may be against rules or bye-laws of the Municipal or HUDA/any other authority as may be applicable to the Said Apartment nor shall the Vendee change, alter or make additions in or to the Said Apartment or any part thereof which would be violative of any rules, bye-laws of the Municipal Authority or any law for the time being in force, or any rule or notification issued by the local or other authority. The Vendee shall be responsible and shall keep the Developer/ Vendor properly indemnified for all deviations/violations or breach of any such conditions or laws and rules & regulations committed by it and for any loss or damages arising out of breach of any of these conditions etc.
- 2.10 The Vendee agrees that the passenger lift(s) in the Real Estate Project/ Complex shall not be used for movement and/or carrying any heavy articles, furniture, building material, etc.
- 2.11 The Vendee agrees and accepts that it shall not raise any dispute or issues in case of any act done or purported to be done by the Developer/Vendor in respect of the Real Estate Project/ Complex/Total Land/ Project Land till such time that the rights of the Vendee as per this Deed are not violated.
- 2.12 That the Vendee has signed and/or will sign the Maintenance Agreement as per the standard format of the Developer/Vendor and agrees and binds itself to pay Interest Free Maintenance Deposit (IFMD), **maintenance charges, club facility ("Club House")** charges, community building(s) charges (if any), electricity charges, common area electricity charges, power back up charges etc. and/or any other charges as may be prescribed in the said Maintenance Agreement, alongwith the applicable taxes etc. regularly on demand directly to the Maintenance Agency/Service Provider and/or the said Association, as presently applicable and applicable from

time to time towards electricity charges, common area electricity charges, power back up charges, maintenance charges and preservation of the Real Estate Project/ Complex, operation of common services and management of common areas and facilities and service charges such as cost of lift operation, the maintenance and lighting of the basement car parking, lighting of common passages and including power back-up, common security arrangements, fire fighting equipment etc. as stated in the Maintenance Agreement.

2.13 That the Vendee is fully satisfied with the Said Apartment and nothing further remains to be provided to the Vendee in this regard.

2.14 That the Vendee waives off all its claims against the Developer/Vendor in respect of the Said Apartment.

2.15 The Vendee agrees and accepts that the Parking Space(s) allotted to the Vendee for exclusive use is inseparable and forms an integral part of the Said Apartment. The Vendee further agrees that the Vendee has no right to sell/transfer/or deal with the parking space(s) independent of the Said Apartment. The Vendee undertakes to park his vehicle in the allotted parking space(s) only and not anywhere else in the Real Estate Project/ Complex.

2.16 That in case of non-observance of any of the clauses herein contained and/or in the said Agreement, the Developer/Vendor /Maintenance Agency/ Service Provider/said Association shall enter the Said Apartment, if necessary and remove/rectify etc. the breach at the cost and expenses of the Vendee and the Vendee shall therefore keep the Developer/ Vendor indemnified in this regard. The Vendee shall have no objection to this.

2.17 That the Vendee hereby undertakes that he/she shall abide by all applicable laws including but not limited to Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017, Haryana Apartment Ownership Act, 1983 and the rules made thereunder, as applicable upon the Said Apartment and/or the Real Estate Project/ Complex.

2.18 The Vendee undertakes that he shall become a member of the said Association formed/shall be formed under the provisions of Haryana Apartment Ownership Act, 1983 and shall undertake all necessary steps and do all such acts and deeds including executing necessary documents, declarations, undertakings, deeds, etc., as and when required by the Developer/Vendor to do so.

2.19 The Vendee undertakes that he/ she will become the member of the Club House on payment of applicable fees and charges. The Vendee understand

that the Club House shall be managed by the Vendor/ Developer and/or its nominated agency and the Vendee shall not interfere in the same. In all cases, the ownership of the Club House, its equipment, buildings & construction and rights in the land underneath, shall continue to vest with the Vendor/ Developer irrespective of the fact that its management is with the Vendor/ Developer or its nominee appointed for that purpose. The Vendee would only be entitled to avail the Club House facility/ services as per the rules & regulations of the Club House and/or in terms of the Agreement executed/ to be executed for the purpose.

2.20 The Vendee agrees and undertakes that it shall not cause any hinderance or nuisance in usage of the parking spaces allotted to other allottees, while using the parking spaces allotted to the Vendee and shall use the same harmoniously with such other allottees. Further, no guests/ visitors of the Vendee shall be permitted to park their vehicles in any other allottees parking or in front of the main gate of the building/tower, thereby causing any blockage to ingress and egress from the Said Complex.

2.21 The Vendee agrees and understands that as and when the construction of other phases Project is completed, and units/apartments therein are allotted, such allottees shall also have right to use the common areas and facilities in the Real Estate Project/ Complex.

3. COVENANTS OF THE DEVELOPER/VENDOR

- a. That the Developer/ Vendor confirms that the Vendee shall be entitled and shall have the right to exclusively use the covered car parking space(s) bearing no., along with the undivided pro-rata share in the foot print and undivided interest in the general and/or limited common areas and facilities of the Real Estate Project/ Complex free from all encroachments, charges and encumbrances together with all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the Said Apartment or in any way appended therewith usually held as part and parcel thereof.
- b. That the Developer/Vendor have good right and full power to arrange to transfer the title and rights in respect of the Project Land thereon in the manner aforesaid.
- c. The Developer/Vendor in case applicable shall convey and assign all rights, title and interest in each apartment to the respective Vendee after the completion of Real Estate Project/ Complex and on receipt of all payments, price, deposits payable by the Vendee to the Developer/Vendor in respect of all apartments/car parking spaces and other apartment in the Real Estate Project/ Complex.

- d. That the Developer/Vendor further assure the Vendee that the Said Apartment is free from all kinds of encumbrances such as prior sale, gift, mortgage, disputes etc.
- e. Subject to the Vendee performing and observing the terms and conditions of this Conveyance Deed, the Vendee shall be entitled to peaceably hold and enjoy the Said Apartment without any interference or obstruction by the Developer/Vendor or any person claiming under or in trust for the Developer/Vendor.
- f. The Developer/Vendor shall be entitled to construct the Total Land/ Project Land and/or additional building, if any additional Floor Space Index (FSI) becomes available before the completion of the transfer of the Complex including the Project Land with buildings and allowed by the competent authority and the Developer/Vendor shall be authorized to sell the same and the Vendee will not be entitled to any right, benefit or interest on the same.

4. POSSESSION

That the actual physical vacant possession of the Said Apartment has been delivered by the Developer/Vendor to the Vendee who has assumed the same at site to its complete satisfaction in all respects whatsoever. Henceforth, the Vendee shall have no claim of any nature whatsoever against the Developer/Vendor on any account including but not limited to any item of work, material, super area, carpet area calculation, extent of coverage, quality of construction, installations, specifications etc. Further, the Vendee affirms that all short-coming/complaints, if any, have been got removed/resolved and rectified by the Developer/Vendor before signing of this Deed and nothing remains on any account whatsoever.

5. CHARGES, LEVIES & TAXES

- a. That the Vendee agrees and undertakes to pay on demand, taxes of all and any kind whatsoever whether levied or leviable now or in future, on the Real Estate Project/ Complex and/or building(s)/ Said Apartment thereon, as the case may be, from the date of the Said Agreement and the same shall be payable and be paid by the Vendee in proportion to the super area/ carpet area of the Said Apartment in respect of which, the Developer/Vendor shall make such apportionment, of the monies so payable by the Vendee, and the determination by the Developer/Vendor shall be conclusive, final and binding upon the Vendee.
- b. That in case after execution of this Conveyance Deed, any charges, levies, penalties are levied by the Government or any of its authorities in respect of the Said Apartment/ said building / Real Estate Project/ Complex, the same shall solely be payable by the Vendee to the extent of the land area

of the Said Apartment and the Developer/Vendor shall have no responsibility in discharge of such levies.

- c. That all expenses of this Conveyance Deed viz. stamp duty, registration charges etc. have been/ have to be borne and paid by the Vendee and in case of any pending or shortfall in the stamp duty in relation to this Conveyance Deed, the same shall be paid by the Vendee. The Vendee shall be solely liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Haryana and shall be liable to pay deficiency in the amount of stamp duty and penalties, if any, as may be levied by the concerned authority in respect of the Said Apartment and/or this conveyance/sale deed.

6. INSURANCE

That the structure of the building(s) of the Real Estate Project/ Complex shall be insured against fire and earthquake by the Maintenance Agency/Service Provider or any other agency as appointed by the Developer/Vendor and/or said Association on behalf of the Vendee but insurance of the contents of the Said Apartment shall be insured by the Vendee alone at its own cost. The cost of insuring the building structure shall be a part of maintenance charges, on a pro rata share basis. The Vendee shall not do or permit to be done any act or thing which may render void or voidable insurance of any apartment or any part of the said building(s) or cause increased premium to be payable in respect thereof.

7. USE OF COMMON FACILITIES

- a. That the proprietary rights of all the common areas including the roads, common passages, capital equipments like lifts, generators, boring pumps, parking place, motor rooms etc. shall vest with the Developer/Vendor/ Maintenance Agency and thereafter with the said Association upon its transfer and shall be governed by the rules made from time to time for proper maintenance thereof.
- b. That the Vendee is aware that what it is purchasing is a residential apartment in a residential complex which is to be maintained in a proper form. The Vendee has purchased the Said Apartment on the specific understanding that the right to use common facilities shall be subject to the payment of the maintenance and other charges to the Maintenance Agency/ Service Provider and/or the said Association and performance of all the covenants of these presents. Should the maintenance and other charges as mentioned, be not paid regularly, as decided by the said Association / Maintenance Agency / Service Provider, the Vendee shall have no right to use the common facilities including the use of corridors etc. In other words, the right of passage is not an integral part of the sale

of the Said Apartment. The right to use common areas, passages and facilities will be available only on payment of maintenance and other charges as may be determined from time to time. As soon as the maintenance and other charges etc (all payments envisaged under these presents) are regularly paid and covenants herein observed the aforesaid rights will be made available to the Vendee.

8. SECURITY OF THE PREMISES

That it is in the interest of all the Vendees / purchasers / occupiers of the Said Complex that some safeguards be provided to prevent entry of unauthorized person(s) into the Real Estate Project/ Complex, including the common areas and to give an effective hand to the said Association / Maintenance Agency/ Service Provider to deal with such unlawful entrants / loiterers / Vendors / peddlers etc. and also to enable the said Association / Maintenance Agency/ Service Provider in particular and vendees / owners / lawful occupants of the various Apartment in general, to deal more effectively with the security of the building and maintenance of order therein, the entry be regulated. For this purpose, the said Association/Developer/ Vendor/ Maintenance Agency/ Service Provider shall be free to restrict entry of any one into the Said Complex to whom it considers undesirable at the outer gate itself. In case of insistence, the security staff of the Real Estate Project/ Complex will be at liberty to call upon the Vendee / lawful tenant / occupant to come to the gate and personally escort the person(s) from the gate to their apartment and assume the responsibility of escorting them out as well. It is, however, clarified that during day time, this restriction will be exercised sparingly but beyond day time it will be exercised generally. The security services will be without any liability of any kind upon the Developer/ Vendor/ said Association or the Maintenance Agency/Service Provider. Security costs will be part of the maintenance charges.

9. MISCELLANEOUS

- a. That regarding use of space for conducting functions in the common areas etc. (if permitted), prior written permission of the said Association/Maintenance Agency/Service Provider is necessary subject to payment of specified charges. Further in this regard, the said Association/Maintenance Agency/Service Provider shall have final say and no other owners / occupants of the Real Estate Project/ Complex shall have any objection thereto.
- b. That the Developer/Vendor, the said Association, Maintenance Agency/Service Provider or the guards appointed for the security of the

Real Estate Project/ Complex shall not be responsible for the safety of goods or any other material or article belonging to the Vendee or any other person connected with or visiting the Vendee, nor the s Agency/Service Provider shall be liable for any loss or damage or injury to the property lying in or around the said apartment by reason of any theft, fire and/or any other reason whatsoever.

- c. That Vendee agrees and binds itself to pay for water and power consumed in the Said Apartment as per meter installed or billed by the said Association/ Maintenance Agency/Service Provider.
- d. That the owners / occupants of the said Apartment including the Vendee shall from time to time sign all applications, papers, documents and do all acts, deeds, and things as the Maintenance Agency/Service Provider / said Association (as the case may be) may require for safe guarding the interests of the Developer/Vendor and/or the owners / occupants of the other portions in the Real Estate Project/ Complex.
- e. That the Vendee hereby agrees that the name of the Real Estate Project/ Complex will always be known as '[●]' and this name shall not be changed under any circumstances by the Vendee.
- f. That the Vendee also agrees and undertakes that he/she/they shall have no objection to the Vendor undertaking any further construction /development/etc. (as per the approved revised building plans/layout plans/etc.) in the Real Estate Project/ Complex in case so permissible by law and/or by any competent authorities.
- g. That the Said Agreement and the Maintenance Agreement and this Conveyance Deed shall be read together and the terms shall be construed harmoniously. In case of any contradiction or any inconsistency, the terms and conditions of this Conveyance Deed shall prevail.
- h. That the Vendee undertakes and agrees that in case the Vendee sells the Said Apartment, the subject matter of this Conveyance Deed, then all the terms of this Conveyance Deed, Said Agreement, Maintenance Agreement as well as other documents/agreements executed in respect of the Said Apartment/ Real Estate Project/ Complex, shall be binding on the incumbent. The Said Apartment can only be sold upon receiving the no objection/ no dues certificate from the said Association/Maintenance Agency/Service Provider/ Developer, which shall be issued provided all the maintenance and electricity charges and all other charges have been paid as on the relevant date.
- i. The Vendee shall indemnify, hold harmless and keep indemnified the Developer/ Vendor against any and all costs and damage suffered by the

Vendor/ Developer on account of breach of the terms of this Deed and/ or upon non-observance of its obligations herein.

- j. That in case any provision of this Conveyance Deed is determined to be void or unenforceable under any applicable law, such provision shall be deemed 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 their terms and tenure.
- k. This Conveyance Deed shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.
- l. The courts at Gurugram, Haryana alone shall have sole jurisdiction in all matters arising out of and/or concerning this deed.

In witness whereof, the parties hereto have duly executed and delivered these presents at the place and on the day, month and year first above written in the presence of witnesses:

.....

For and on behalf of
DEVELOPER/VENDOR

.....

For and on behalf of VENDEE

.....

WITNESSES:

- 1. 2.

Schedule I

Details of Total Land

Al that piece and parcel of land admeasuring [●] acres, situated in the revenue estate of Village Naurangpur, Sector-80, District Gurugram, Haryana.

Schedule II

Details of the Said Apartment bearing no.

