

## CONVEYANCE DEED

Consideration : INR [●]  
Stamp Duty : INR [●]  
Stamp Paper S. No. & Date: [●] dated [●]  
Issued By : [●]  
Unit No. and Floor No.: [●] and [●]  
Carpet Area : [●] sq. mtrs. ([●] sq. ft.)  
Said Project :  
Location : Sector 103  
Village : Daulatabad  
Tehsil : Kadipur  
District : Gurugram

**CONVEYANCE DEED**

This Conveyance Deed together with the Schedules (“**Conveyance Deed**”) is made and executed at Gurugram on this the [●] day of [●], [●];

**BY AND AMONGST**

**AIPL Bharat Infrastructure Private Limited**, a company incorporated and registered under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of Companies Act 2013, with Corporate Identification No U68100HR2024PTC124408., Permanent Account no. [PAN: ABBCA2609L] and having its registered and corporate office at AIPL Business Club, Fifth Floor, Sector 62, Badshahpur, Gurgaon, Badshahpur, Haryana, India, 122101, through its authorized signatory[●] (Aadhaar No. [●]) authorized vide board resolution dated [●] (hereinafter referred to as the “**Developer**”/“**Owner 1**”, which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors and permitted assigns);

**AND**

**Babbler Projects Private Limited** (CIN No. U45400HR2008PTC080248), a company incorporated under the provisions of the Companies Act, 2013, having its registered and corporate office at Aipl Business Club, Fifth Floor, Sector 62, Badshahpur, Gurgaon, Badshahpur, Haryana, India, 122101 (PAN: AADCB3526G), represented by its Authorized Signatory [●] (Aadhar No. [●]) authorized vide Board Resolution dated [●] (hereinafter referred to as the “**Owner 2**”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**;

(hereinafter, Owner 1 & Owner 2 are collectively referred to as “**Vendors**”

[If the Vendee is a Company]

**AND**

a company incorporated and registered under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of Companies Act 2013, with Corporate Identification No..... Permanent Account no. and having its registered office at....., through its authorized Signatory..... (Aadhar No.....), duly authorised vide Board Resolution dated hereinafter referred to as the “**Vendee**” (which expression shall unless contrary or repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

**[OR]**

[If the Vendee is a Partnership] .....  
.....a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at....., (PAN.....), represented by its authorized partner, , authorized vide Partnership Deed/Authorization Letter dated....., hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Vendee is an Individual]

Mr./Ms. \_\_\_\_\_, (Aadhar no.: \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

[OR]

[If the Vendee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_, (PAN: \_\_\_\_\_) hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns)

[Please insert details of other Vendee(s), in case of more than one Vendee]

The term and expression the “Developer”, “Vendors” and “Vendee” shall hereinafter collectively be referred to as the “Parties” and individually as “Party”.

**WHEREAS:**

- A. The Vendors vide sale/ transfer deeds as detailed in **Annexure I** attached hereto are the lawful and absolute owner of land admeasuring approximately 2.0790 hectares (5.1375 acres), situated at revenue estate of Village Daulatabad, Sector 103, Tehsil Kadipur, District, Gurugram Manesar Urban Complex (Haryana) (“**Project Land**”) more particularly described in **Schedule I** hereto. The Developer and the Owner 2 have entered into a development agreement dated [31.12.2024] registered vide registration no. [14555] on [17.01.2025] with Sub-Registrar [Kadipur], Gurugram for developing a real estate group housing project on the Project Land by the name and style of “Riviera @ AIPL Lake City” (hereinafter being referred to as the “Project”).
- B. The Director, Town & Country Planning, Haryana (“**DTCP**”), had issued License No. 62 of 2025 dated 02.05.2025, for setting up a Group Housing Project on the said Project Land. The License was issued by DTCP vide memo no. L.C-5548/JE(AK)/2025/15973-87 dated 02.05.2025, and the same is valid up to 30.04.2030 (“**License**”).
- C. The Project Land is earmarked for the purpose of a group housing colony all in accordance with the License and building plans as may be approved from time to time by DTCP (hereinafter referred to as the “**Group Housing Colony**”).
- D. The Developer/Vendor has obtained the building plan for the Project from the DTCP, vide Memo No. ZP-2165/SD/(RD)/2025/41935 dated 03.11.2025, and the Project has been duly registered with the Haryana Real Estate Regulatory Authority under the provisions of the Act

vide registration no. [●] dated [●].

- E. The Vendor are fully competent to enter into this Conveyance Deed and complete all legal formalities with respect to the sale, transfer or conveyance of their right, title and interest regarding the Project.
- F. The Vendee, being satisfied with the rights, title and interest of the Developer/Vendor and the Confirming Vendor to the Project and the Project Land, sought the allotment of a residential unit in the Project vide its application dated [●]. Relying upon the representations and warranties of the Vendee, the Developer/Vendor vide allotment letter dated [●], allotted a **residential unit bearing no. [●] on the [●] floor having carpet area of [●] sq. ft. or [●] sq. mt.**, along with right to use [●] number of car parking space(s) in the Project together with the proportionate share in the footprints of the building in which the unit is situated, as permissible under the Applicable Law(s) and pro-rata right in the Common Areas and Facilities – Project and right to use common passages, staircase, right to ingress/egress, arrangements as defined under Rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules, 2017 and other Applicable Law(s) (hereinafter referred to as the “**Said Unit**”).
- G. Thereafter, the Parties have executed an Agreement for Sale dated [●] (hereinafter referred to as the “**Said Agreement**”) whereby the Vendor have agreed to sell, transfer and convey to the Vendee and the Vendee has agreed to purchase from the Vendor, the Said Unit (*as defined hereinabove and specifically identified under Schedule hereinbelow*) for the **Total Price** (*as defined under the Said Agreement and elaborated hereunder*).
- H. The Vendee hereby agrees and acknowledges that the Vendor have furnished all information, clarifications, etc. as demanded by Vendee with regard to the Group Housing Colony, Project Land, Project, , Said Unit, Common Areas and Facilities – Project, Common Areas and Facilities – Group Housing Colony, Independent Areas, including title deeds, RERA registration number, approvals of building plans, copy of the DTCP License etc. and all queries in this regard have been answered by the Developer/Vendor to the complete satisfaction of the Vendee. The Vendee further agrees and acknowledges that the Vendor/Developer has carried out the development and construction of the Project and the Said Unit in compliance with the permissions, approvals, etc. and as per the specifications and descriptions contained under the Agreement for Sale.
- I. The Vendee hereby acknowledges and confirms that the Vendee has/have physically verified the description and physical condition of the Said Unit, Project and Common Areas and Facilities – Project, etc. and represents and confirms that they have no issue or dispute with respect to any aspect of the Said Unit/Project including quality of construction, material used in construction, finishing/fittings, fixtures, specifications, amenities & facilities, etc., carpet area, covered area, common area, external development charges, infrastructure development charges, power back-up installation charges, electricity connection, and on being fully satisfied, the Vendee has/have requested the C Developer/Vendor to get this Conveyance Deed executed.
- J. The Vendee has relied solely on their independent judgment and investigation while deciding to execute this Conveyance Deed. The Vendee confirms that there are no other oral or written representations or statements, made either by the Developer/Vendor or any person claiming under them, which may have been considered by the Vendee for execution of this Conveyance Deed and/or to be part of this Conveyance Deed.
- K. The Vendee hereby agrees and acknowledges that although the Total Price of the Said Unit is calculated on the basis of its Carpet Area, however, the area sold, transferred and conveyed herein, through this Conveyance Deed, is only the area within the Said Unit along with the

proportionate, undivided, impartible share in the land underneath the building in which the Said Unit is situated. The Vendee further confirms that the Vendee has checked and verified the Carpet Area of the Said Unit and is fully satisfied with the same.

- L. The Vendee agrees that the Said Unit and the Project require proper upkeep and maintenance thereof, and for the same, a maintenance agency (“**Maintenance Agency**”) has been appointed by the Developer/Vendor. To this end, the Vendee has executed/will execute a separate maintenance agreement with the Maintenance Agency.
- M. The Vendee undertakes that it shall be bound by all the conditions and the provisions imposed by DTCP and any other Governmental Authority in respect of the Project Land, Project, and Said Unit as well as the terms and conditions broadly set out herein.
- N. The Vendee confirms that after the execution of this Conveyance Deed, the Vendee shall not raise any issue/dispute/claim with respect to any aspect of the Said Unit, Project, Project Land, including but not limited to the location, Carpet Area, quality of construction, common areas, Specifications, Amenities & Facilities, Total Price, maintenance charges, etc. against the Developer/Vendor at any time in future. The Vendee further confirms that execution of this Conveyance Deed will discharge the Developer/Vendor from all their obligations towards the Vendee.
- O. The Developer/Vendor is sufficiently entitled to sell the Said Unit and no one besides the Developer/Vendor has any interest, right or claim of any kind in the Said Unit and the same is free from all encumbrances, and the Developer/Vendor has full and unrestricted right and power to convey, assign, transfer, alienate and sell the Said Unit unto the Vendee herein through this Conveyance Deed on the terms and conditions as stipulated hereunder.
- P. The Developer/Vendor, relying on the confirmations, representations and assurances of the Vendee to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed, the Said Agreement and the Maintenance Agreement has agreed and to execute this Conveyance Deed in favour of the Vendee on the terms and conditions appearing hereinafter.
- Q. The land under litigation i.e. Khewat no. 107, Rectangle no. 40, Killa no. 16/1/2,16/2/2, Rectangle no. 41, Killa no. 20/2 is the subject matter of partition proceedings which is pending before Hon’ble High Court, Punjab and Haryana (CWP no. 21373 of 2025), which were duly allowed in our favour by the Revisional Court of Hon’ble Commissioner, Gurugram on 11.07.2025.

#### **DEFINITIONS:**

For the purpose of this Conveyance Deed, unless the context otherwise requires:

- (i) “**Act**” means the Real Estate (Regulation and Development) Act, 2016.
- (ii) “**Applicable Law(s)**” means all applicable law, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or Person acting under the authority of any Governmental Authority, whether in effect on the date of the signing of the Said Agreement or thereafter.
- (iii) “**Car Parking**” shall mean a space enclosed or unenclosed, to park the vehicle together with driveway connecting the car parking space with a street permitting ingress and egress of the

vehicle(s).

- (iv) **“Carpet Area”** shall mean and include the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit. Explanation: For the purpose of this definition, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a unit, meant for the exclusive use of the Vendee; and “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of a unit, meant for the exclusive use of the Vendee.
- (v) **“Common Areas and Facilities - Project”** shall mean such areas, facilities, equipment and spaces in the Project meant for common use, enjoyment and access of all the owners/occupants of the units of the Project and more particularly detailed in **Schedule II** attached hereto and as may be specifically provided for in the deed of declaration to be filed by the Developer/Vendor under the provisions of the Haryana Apartment Ownership Act, 1983.
- (vi) **“Common Areas and Facilities Group Housing Complex”** shall mean such areas, facilities, equipment and spaces in the Group Housing Complex meant for common use, enjoyment and access of all/ some of the owners/occupants of the units of the Group Housing Complex and more particularly detailed in **Schedule II** attached hereto and as may be specifically provided for in the deed of declaration to be filed by the Developer/Vendor under the provisions of the Haryana Apartment Ownership Act, 1983.
- (vii) **“Independent Areas”** shall mean such portions, spaces, or facilities within the Project that are earmarked for the exclusive ownership, use, or commercial exploitation of the Promoter and/or its Affiliates, and are not part of the Common Areas and Facilities – Project and Common Area and Facilities – Group Housing Colony and more particularly detailed in **Schedule II** and the Developer shall have absolute rights to sell, lease, or otherwise deal with such Independent Areas in its sole discretion.
- (viii) **“External Development Charges (EDC) and Infrastructure Development Charges (IDC)”** means the external development charges and infrastructure development charges levied or leviable (by whatever name called or in whatever form, now or in future) on the Project Land, Said Project, Said Unit by the Governmental Authority.
- (ix) **“Governmental Authority”** or **“Governmental Authorities”** means the local authority or any authority created under any Governmental Authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any State or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/local authority/revenue authority having jurisdiction over the Project Land.
- (x) **“Rules”** means the Haryana Real Estate (Regulation and Development) Rules, 2017.
- (xi) **“Specifications, Amenities & Facilities”** means specifications, amenities & facilities for the Said Unit and the Said Project as set out in **Schedule B**.
- (xii) **“Taxes and Cesses”** means any and all kind of tax and cess applicable on present transaction as on date or imposed in future even if the same is with retrospective effect, including but not limited to goods and service tax, value added tax, state sales tax, central sales tax, works contract tax, service tax, labour cess, luxury tax, building and other construction workers welfare fund,

education cess and any other taxes and cess by whatever name called paid or payable by the Developer/Vendor its contractors (including sub-contractors), suppliers, consultants, in connection with the Said Project.

**NOW THEREFORE THIS CONVEYANCE DEED BETWEEN THE PARTIES HEREIN WITNESSETH AS UNDER:**

1. In consideration of a Total Price of INR [●] as tabulated below and already paid by the Vendee to the Developer/Vendor, the receipt whereof the Developer/Vendor hereby acknowledges and admits that nothing is remaining due as on date, except whatever has been made specifically payable as per terms stipulated hereinafter, the Developer/Vendor doth hereby grants, conveys, transfers, assures and assigns, unto the Vendee the Said Unit (*as elaborated under the Schedule hereinbelow*), together with right of use of all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages or lights, water courses, appendages and appurtenances whatsoever in relation to the Said Unit or any part thereof, belonging to or in any way appertaining thereto and to have and to hold the same unto and to use of the Vendee (for residential purposes only), his/her/their/its successor and assigns, heirs, executors, administrators, absolutely and forever subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them. The Vendee agrees that the undivided proportionate interest in Common Areas and Facilities - Project being transferred through the present Conveyance Deed shall always vest with the Association of the Unit Owners of the Project or the competent authority, as the case may be. The aforesaid Total Price/sale consideration includes the amount of External Development Charges and Infrastructure Development Charges paid on a proportionate basis as the Vendee's share of the External Development Charges and Infrastructure Development Charges paid to the Governmental Authority. The Vendee further agree(s) to pay its proportionate share of any additional External Development Charges and Infrastructure Development Charges, by whatever name called, levied by the Governmental Authority in future for the provision of services attributable to the Project Land/Project.

The Total Price for the Said Unit based on the Carpet Area is **Rs** (            ).

Basic Sale Price	:	
PLC	:	
External Development Charges and Infrastructure Development Charges	:	
<b>Total Price</b>	:	

- (a) On the Total Price, Service Tax, & Goods and Services Tax, if applicable, has been/is being charged/was charged at the prevailing rate, from time to time.
  - (b) The Total Price has been adjusted with the input tax credit, if applicable, in terms of the provisions of the Goods and Services Tax Act 2017.
2. The Car Parking space(s) bearing slot no(s). [●] situated in Basement/MLCP Level [●] (hereinafter referred to as the "**Said Car Parking Bays**"), has/have been allocated by the Developer/Vendor to the Vendee. The Vendee agree that the said Car Parking Bays allotted to the Vendee shall be understood to be together with the Said Unit and the same shall not have any independent legal identity detached from the Said Unit. The Vendee undertakes not to sell/transfer/deal with the Said Car Parking Bays independent of the Said Unit and further undertakes to park his vehicle in the Car Parking Bays and not anywhere else in Project/Said Project. It is clearly understood by the Vendee that the Vendee shall at no time have the

ownership or title over the said Car Parking Bays, except for the exclusive right to use and occupy the same for himself/herself/them/itself or for his/her/their/its visitors or occupant(s) of the unit.

3. The Vendee hereby confirms that the Developer/Vendor has paid/adjusted the penalty, if any, payable to the Vendee by the Developer/Vendor on account of delay in the handing over of the Said Unit in terms of the provisions of the Act, and the Vendee has/have no claim whatsoever, and undertakes not to raise any dispute hereto after in connection therewith, individually or collectively with other vendee(s) of the Said Project, for delay in handing over possession of the Said Unit.
4. The Vendee hereby agrees and acknowledges that the area sold, transferred and conveyed herein is only the Carpet Area within the Said Unit.
5. The Vendee undertakes that it shall be bound by all the conditions and the provisions imposed by DTCP and other competent authority(ies) in respect of the Project/Said Project/Said Unit and the terms and conditions broadly setout herein.
6. The Vendee has/have already paid the Total Price, as stated hereinabove, and all other dues/charges payable as on date. In the event, any fresh, additional or enhanced charges, cess or tax service tax, GST or any other tax by whatever name called is levied or leviable, after execution of this Conveyance Deed, whether with immediate or retrospective effect (including any interest or penalties thereon), the Vendee agrees to pay in full (if in respect of the Said Unit), or pro-rata share (if in respect to the Project/Said Project), as the case may be, of such additional taxes, levies or charges imposed, without any demur or protest and the same shall be treated as unpaid Total Price of the Said Unit payable by the Vendee as per the terms of this Conveyance Deed. The determination of the pro-rata share of the Vendee shall be done by the Developer/Vendor/Maintenance Agency, whose decision in this regard shall be final and binding on the Vendee. All such amounts shall be payable on demand either to the Developer/Vendor or the Maintenance Agency. In case the Vendee seeks to challenge the same, the Vendee agrees and undertakes to make the payment of such amount as may be demanded by the Developer/Vendor and only after making such payment to the Developer/Vendor/Maintenance Agency, the Vendee or its nominee or assignee shall be entitled to challenge the demand so raised by the Developer/Vendor. The Vendee understands and agrees that any fresh incidence of tax whatsoever including VAT, GST or any statutory demands (including any interest or penalties thereon) by whatever name called such as external development charge by Haryana Sahari Vikas Pradhikaran (“**HSVP**”), formerly known as Haryana Urban Development Authority, or any increase on such account or demand of money or bank guarantee in place of it by HSVP/DHBVN, even if it is with retrospective effect, shall be borne and paid by the Vendee and the same shall be treated as unpaid Total Price of the Said Unit payable by the Vendee as per the terms of this Conveyance Deed.
7. The Vendee is aware that as per the provisions of Section 194IA of the Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to tax deduction at source (“hereinafter referred to as **TDS**”) at the rate of 1% (or as applicable at the relevant time) where the aggregate consideration is equal to or more than Rs. 50,00,000/- (Rupees fifty lac only). The Vendee has/have to deduct the 1% TDS at the time of actual payment or credit of such sum to the account of the Developer/Vendor, and within 7 (seven) days of such deduction, the Vendee shall submit the original TDS certificate to the Developer/Vendor. The Vendee agrees and undertakes that if the Vendee fails and/or neglects to deduct the TDS or fails to deposit the same with the Governmental Authority after such deduction, the Vendee alone shall be deemed to be in default in respect of such non-

deduction/non-deposit of tax and the Developer/Vendor shall not be liable for any statutory obligations/liability.

8. The Vendee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any other statutory amendment(s), modification(s) made thereof and all other Applicable Law(s) including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Developer/Vendor with such permission, approvals which would enable the Developer/Vendor to fulfil its obligations under this Conveyance Deed. Any refund, transfer of security, if provided in terms of this Conveyance Deed, shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law(s). The Vendee understands and agrees that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they/it shall be solely liable for any action under the Foreign Exchange Management Act, 1999 or other Applicable Law(s) as applicable from time to time and shall keep the Developer/Vendor indemnified in this regard.
9. The Developer/Vendor has paid all outstanding payments before transferring the possession of the Said Unit to the Vendee, upto the amount which it has collected from the Vendee and which forms part of the Total Price as detailed above, towards land cost, ground rent, municipal or other local taxes, charges for water or electricity, mortgage loan and interest on mortgages, or other encumbrances and such other liabilities payable to Governmental Authority, banks and financial institutions, which are related to the Project. If the Developer/Vendor fails to pay all or any of the outgoings collected by it from the Vendee before transferring the Said Unit to the Vendee, the Developer/Vendor agrees to be liable, even after the transfer of the Said Unit, to pay such outgoings and penal charges, if any, to the Governmental Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such Governmental Authority or person.
10. The possession of the Said Unit has been handed over to the Vendee. After taking possession of the Unit, the Vendee agrees to act in accordance with the rules formulated by the residents' welfare association or any other rules and regulations, keeping in view the welfare of the residents and the aesthetics and esteem of the Group Housing Colony. .
11. The Developer/Vendor has agreed to sell the Said Unit as one single indivisible unit and the Vendee undertakes not to sub-divide the same or club it with any other space without prior written permission of the Developer/Vendor. The Vendee may transfer the Said Unit in accordance with the provisions of this Conveyance Deed and all the Applicable Law(s). Further, the Vendee hereby agree and confirm that all the obligations arising under this Conveyance Deed, Said Agreement and the Maintenance Agreement in respect of the Said Unit/Project/Project Land shall equally be applicable and enforceable against any and all occupiers and/or subsequent purchasers of the Said Unit. The Vendee will ensure that the persons to whom the Said Unit or part thereof is assigned or given possession will execute, acknowledge and deliver to the Developer/Vendor/Maintenance Agency such instruments and take such other actions in addition to the execution of the instruments as the Developer/Vendor/Maintenance Agency may reasonably request in order to effectuate the provisions of this Conveyance Deed and the Maintenance Agreement.
12. The Vendee shall seek a '**No Dues Certificate**' from the Developer/Vendor/Maintenance Agency prior to sale or otherwise dispose of the Said Unit to any third party(ies) and in case

there remains any arrears due and payable to the Developer/Vendor/Maintenance Agency, the Vendee undertakes to clear such amounts prior to creating any such third party rights, title or interests in the Said Unit. Further, the Vendee shall pay an amount as may be determined by the Developer/Vendor/Maintenance Agency towards administrative charges and registration of transfer of the Said Unit in favour of such third party(ies).

13. If Vendee transfers, assigns or gives possession of the Said Unit to any third party, they shall submit all details to the Developer/Vendor/Maintenance Agency. The Vendee shall be solely responsible for all acts of omission and commission due on its part under this Conveyance Deed.
14. The obligations undertaken by the Vendee in general and specifically those regarding payment of statutory dues, maintenance charges, water and electricity charges shall be irrevocable obligations of the Vendee. The said obligations as contained in this Conveyance Deed shall always run with the Said Unit and be binding on the subsequent transferee(s), successors in interest and any person claiming through the Vendee. The Vendee undertakes to disclose these covenants and conditions to any/all its subsequent transferees. The Vendee hereby agrees and undertakes that appropriate recitals to this effect shall be incorporated in the subsequent transfer documents or any document thereby creating any such third party rights, title or interests in the Said Unit.
15. The Vendee shall also have undivided proportionate usage rights in the Common Areas and Facilities - Project and shall use such Common Areas and Facilities - Project harmoniously with other occupants of the Project without causing any inconvenience or hindrance to any of them. The use of Common Areas and Facilities - Project shall always be subject to the guidelines of the Maintenance Agency until such time as the maintenance responsibilities are formally taken over by the Association of Allottees formed for the Project or respective block/segment of the Project. The Vendee does hereby agree and confirm that the Vendee shall neither encroach upon the Common Areas and Facilities - Project nor store any goods, objects, articles, belongings, etc. in such areas, or block the same in any manner whatsoever nor create any blockages, elevations, constructions in the common/open areas and shall indemnify the Developer/Vendor for any losses and damages which may be suffered by the Developer/Vendor for any acts of omission or commissions of the Vendee in this regard. The Vendee shall not make any claim over the Common Areas and Facilities - Project, and the same shall always remain undivided and impartible.
16. The Vendee shall not be entitled to claim partition of their share in the land underlying the Said Unit, and those shall always remain undivided and impartible.
17. The Vendee hereby acknowledges, agrees and confirms that any time in the future the Developer/Vendor shall be entitled to conjoint various facilities and amenities such as power back-up, water supply, sanitary and drainage fittings etc. of the Said Complex with the Project / Group Housing Colony.
18. The Vendee hereby agrees and acknowledges that nothing contained in this Conveyance Deed shall, be construed to confer upon the Vendee any right, title or interest to grant, lease, demise or assign any rights, title or interests in the Project Land/Project, and the proportionate, undivided, impartible rights relating thereto as stated herein.
19. The Developer/Vendor shall not be liable for structural/architectural defects induced by the Vendee, by means of carrying out structural or architectural changes from the original specifications/design. The Developer/Vendor shall not be held responsible or liable for giving any warranty of movable items/appliances which have been part of the Project and/or Group

Housing Colony, and for which manufacturer of the said items is responsible such as fittings, fixtures, cables, wires, bulbs, etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto.

20. For the upkeep and maintenance of Common Areas and Facilities - Project the Vendee executed a separate Maintenance Agreement with the Developer/Vendor and/or the maintenance agency and/or the relevant association. The Vendee agrees to strictly adhere to the Maintenance Agreement and to promptly pay all demands, charges, bills, etc. raised by the Maintenance Agency. The Vendee hereby understands and acknowledges that the relationship between the Developer/Vendor and the Maintenance Agency is on 'principal to principal' basis and the Vendee doth hereby agrees and confirms that Vendee shall not hold the Developer/Vendor responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively liable (be it tortious, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Vendee. The Vendee hereby expressly discharges the Developer/Vendor from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.
21. The Vendee agrees and confirms that the Vendee shall not withhold payment of any dues/charges payable by the Vendee to the Maintenance Agency on account of any pending or future dispute of whatsoever nature with the Developer/Vendor.
22. The use of the Common Areas and Facilities - Project by the Vendee(s) shall be subject to timely payment of maintenance charges as billed by the Maintenance Agency/ Association of the Unit Owners from time to time. If the maintenance charges are not paid by the Vendee(s) regularly and on/or before its due date, then the Vendee(s) shall have no right to use the Common Areas and Facilities - Project. In the event of such charges remaining unpaid, even if the Vendee(s) has/have not executed the Maintenance Agreement, the Maintenance Agency/Association of Unit Owners shall be at liberty to disconnect all services, including maintenance, electricity, water supply and other utilities to the Said Unit without any further notice and without prejudice to Maintenance Agency/ Association of Unit Owners right to recover the amount of arrears, interest and re-connection charges. Further, in case of disconnection, the services will be restored only after full clearance of the dues along with interest. The Maintenance Agency/Association of Unit Owners shall not be liable for any loss/ damages suffered by the Vendee(s) due to disconnection and discontinuation of the electricity supply or Maintenance Services by the Maintenance Agency/Association of Unit Owners.
23. The Vendee(s) shall not in any manner whatsoever encroach upon the Common Areas and Facilities - Project and shall also have no right to use the facilities and services not specifically permitted to use. The Vendee(s) shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by them in the Said Unit or on open/covered parking space(s) or on any common areas within the Project/Project and shall be liable to pay damages on account of the same and be removed at their cost.
24. The Vendee agreed to always keep depositing an interest free maintenance security deposit ("IFMSD") with the Developer/Vendee/maintenance agency/association of allottees in order to secure adequate provision of the maintenance services and due performance of the Vendee in promptly paying the maintenance bills and other charges as raised by the Developer/Vendee/maintenance agency. The Vendee shall be bound to make further contributions to the IFMSD as and when any demand of the same is raised by the Developer/Vendee/maintenance agency/association of allottees. The Vendee agrees and

undertakes to pay the IFMSD to the Developer, which shall be retained solely by the Developer and shall not be transferred to any residents' association or any other body. The Vendee further acknowledges and accepts that the Developer shall have full discretion in relation to the retention, investment, and utilization of the IFMSD, and the Vendee shall not raise any claim or demand in respect thereof, save as expressly stated herein. The Developer may, at its discretion, pay to the RWA simple interest on the IFMSD, at such intervals and rate as the Developer may determine from time to time.

It is further clarified that in the event of any major repairs, replacements, or capital expenditure necessary for the upkeep, safety, or functionality of the Project or common areas, the Developer may, upon being satisfied of the requirement, transfer to the association such amount from the IFMSD as the Developer deems fit. The Vendee expressly agrees that such determination by the Developer shall be final and binding and that no right or claim shall accrue to the Vendee against the Developer in respect of the manner of retention, payment of interest, or disbursement of the IFMSD.

25. The Developer/Vendor/Maintenance Agency/Association of Owners may obtain insurance of the structure, machinery and equipment, etc. forming part of the Project against fire, earthquake, riots and civil commotion, militant action, etc. on behalf of the Vendee, and the cost thereof shall be payable by the Vendee in the ratio of the carpet area of the Unit to the carpet area of the Project; however, the contents/belongings inside each Said Unit shall be insured by the Vendee at their cost. The cost of such insurance shall be recovered from the Vendee as a part of total maintenance charges and the Vendee hereby agrees to pay the same. The Vendee shall not do or permit to be done any act or thing which may render void or voidable insurance of any units or any part of the Said Project or cause increased premium to be payable in respect thereof for which the Vendee shall be solely responsible and liable.
26. In the event of accrual of any claim under the insurance policy taken by the Developer/Vendor/Maintenance Agency/Association of Owners for the Said Project, the Vendee hereby authorizes the Developer/Vendor/Maintenance Agency/Association of Owners to lodge claim(s) under the insurance policy and collect proceeds thereunder on behalf of the Vendee and the Developer/Vendor/ Association of Owners for their respective rights and interests, and further agrees that any discharges given by the Developer/Vendor/Maintenance Agency/ Association of Owners to the insurance company, its agents and/or its representatives will be binding on the Vendee.
27. The Vendee shall permit the Maintenance Agency/Association of Owners/Governmental Authority and its surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Said Unit or any part thereof to view and examine the state and condition thereof and to make good all defects, decays and repairs at the sole costs and expenses of the Vendee, which the Vendee has/have failed to make good, after giving due notice, during the normal working hours.
28. The Vendee at its own costs and expense shall keep the Said Unit, the walls and partitions, sewers, drains, pipes and appurtenances thereto belonging, in good tenantable repair or condition and in particular so as to support, shelter and protect parts of the Project other than the Said Unit and shall abide by all Applicable Law(s) and rules and regulations as laid down by the Maintenance Agency and shall attend, answer and be responsible for all such deviations, violations or breaches of any Applicable Law(s) and rule and regulations. Further, the Vendee(s) will be solely responsible to maintain the Said Unit at their own cost and will not do or suffer to be done anything in or to the Said Unit/Project which may cause damage to the same or be in violation of any Applicable Laws. The Vendee(s) shall not change or alter or make additions to

the Said Unit, including but not limited to:

- (a) Changes, which may cause any damage to the structure (columns, beams, slabs, etc.) of the Said Unit or any part of the adjacent unit or Common Areas and Facilities - Project including inter-alia staircases, lifts, common passages, corridors, circulation areas or the compound. In case damage is caused to an adjacent unit or common area, the Vendee will get the same repaired, failing which the cost of the repair may be deducted from the Vendee's IFMS.
  - (b) Changes that may affect the facade of the Said Project (e.g. tampering with external changing the paint colour of external walls or permit any remodelling, alteration variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Said Unit or covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards, etc.).
  - (c) Any construction, temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Unit.
29. The Vendee(s) shall strictly observe the following points to ensure safety, durability and long-term maintenance of the Project:
- (a) No changes in the internal layout of the Said Unit should be made without consulting a qualified structural consultant and without the written permission from the Vendor/Maintenance Agency/Association of Unit Owners, as the case may be.
  - (b) No R.C.C. structure (like columns and beams) should be hammered or punctured for any purpose.
  - (c) Not keep any hazardous, explosive, inflammable chemicals/materials, etc., which may cause damage to the Said Unit/Project/Said Project or any part thereof. The Vendee(s) shall be solely liable for such damage.
  - (d) All the plumbing problems should be attended by a qualified or experienced plumber in the Project. The plumbing network inside the Said Unit is not to be tampered with or modified in any case.
  - (e) All the external disposal services are to be maintained by periodical cleaning.
  - (f) The Vendee(s) shall not cover the balcony/terrace of the Said Unit by any structure, whether permanent or temporary.
  - (g) No alteration will be allowed in elevation, even of a temporary nature.
  - (h) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician. The Vendee shall always use Light- Emitting Diode Lamps for internal lighting of the Said Unit.
  - (i) The Vendee(s) should make sure that all water drains in the Said Unit (whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
  - (j) The Vendee(s) should avoid random parking of his/her/their/its vehicle and use only the Said Car Parking Bays.

- (k) The Vendee(s) is not allowed to put the grills in the Said Unit, only the design approved by the Vendor / Maintenance Agency will be permitted for installation.
30. The Vendee shall be entitled to display its own name plate only at the place provided for in the Said Unit. However, the Vendee shall not put up any name or sign board, neon-light, publicity or any kind of advertisement materials, hoarding, clothes, etc., on the external facade of the Project/Project or anywhere on the exterior or on common areas and roads of the Project/Project except with the prior permission or approval by the Vendor/Maintenance Agency. The Vendee agrees that it shall be solely responsible for taking the permissions/approvals/sanctions required from the concerned authority and for any kind of cost/penalty/fee imposed in respect thereof. The Vendee further indemnifies the Vendor against any such violation in this regard.
31. As and when any plant & machinery within the Project/Project including but not limited to lifts, DG sets, electric sub-station, electric switching-station, pumps, fire-fighting equipment, or any other plant or equipment of capital nature, etc., require replacement, upgradation, additions, etc., the cost thereof shall be contributed by the Vendee on pro-rata basis or alternatively the Developer/Vendor/Maintenance Agency/Association of the Unit Owners shall have the option to meet these costs from IFMSD deposited by the Vendee (along with the interest accrued thereon, if any). The Developer/Vendor/Maintenance Agency/Association of the Unit Owners shall have the sole authority to decide the necessity of such replacement, upgradation, addition, etc., including its timing or cost thereof.
32. If due to (a) notification/clarification/order/guideline/notice/direction, etc. of an existing Applicable Law(s); or (b) introduction of a new Applicable Law(s); or (c) notification/clarification/order/guideline/notice/direction, etc. of any Governmental Authority including board, tribunal or court; or (d) due to any amendment in the National Building Code, additional fire safety measures are required to be undertaken for the Project/Said Unit, then the Maintenance Agency will comply with the same; however, the cost of such additional works shall be borne by the Vendee in proportion basis of the Project and the Vendee hereby agrees and undertakes to pay the same without any delay, demur or protest.
33. The Vendee understands and agrees electrical energy is supplied to the Project by the Governmental Authority through bulk supply. The Vendee agrees to abide by all the conditions of sanction of bulk supply. It is further agreed and confirmed by the Vendee that it shall pay the electricity tariff for electricity received from the Governmental Authority at the tariff determined by Governmental Authority from time to time, and for backup power based on the rates determined by the Developer/Vendor/Maintenance Agency/ Association of Unit Owners from time to time.
34. The Vendee shall be a member of the Association of the Unit Owners as and when constituted under the Haryana Apartment Ownership Act, 1983 and the Haryana Registration and Regulation of Societies Act, 2012 and rules framed there under for facilitating compliance of various rules and regulations in respect of the Said Unit being the constituent of the Project and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Developer/Vendor for the purpose.
35. Subject to the terms and conditions of this Conveyance Deed, the Vendee agrees that the Said Unit is for residential use only and/or as specified by DTCP in the License. The Vendee specifically undertakes not to put the Said Unit or suffer it to be put for any activity that is prohibited/irregular/illegal, or other activity that is hazardous or may cause nuisance to other occupants in the Project. The Vendee(s) agrees and undertakes to park their vehicle only on the

- demarcated parking space and shall ensure that Vendee(s)'s guests park their vehicles in such a manner that shall not cause inconvenience or hindrance to pedestrian movement and to co-occupants in the Said Project. The Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any of the provisions of the Applicable Law(s) and that the Vendee shall indemnify and keep indemnified the Developer/Vendor from any liability, loss, damage and/or penalty in this regard.
36. The roof/terrace portion of the Project is not considered as Common Areas and Facilities - Project, and the Vendee shall have no right over the said area that shall be utilized by the Developer/Vendor as per its sole discretion. However, the Developer/Vendor may permit the Vendee, in the Developer/Vendor's sole discretion, to install their Dish/TV antenna, etc. on the roof/terrace. Likewise, the staircase is meant only for ingress/egress from/to the Project. The Vendee shall not object to any movement of goods, etc. by the Developer/Vendor/Maintenance Agency/Association of Unit Owners and other occupants through the staircase. It is made abundantly clear that all areas, other than those declared to be common areas under the Deed of Declaration, shall remain the property of the Developer/Vendor. The Developer/Vendor, in its sole discretion, shall be entitled to lease/sell or allow exclusive use of any such area/portion to third party(ies), without causing any dilution/hindrance in the intended use of these facilities by the occupants of the Said Project. Also, the Developer/Vendor shall be entitled to use the said spaces for all purposes and in any manner it may deem fit.
  37. All taxes, dues, demands, charges, duties, liabilities, property tax, house tax, if any, levied or leviable retrospectively or prospectively in respect of the Said Unit by the Governmental Authority shall be payable and be paid by the Vendee, with effect from the date of execution of this Conveyance Deed or such earlier date from which the Vendee had taken possession of the Said Unit from the Developer/Vendor. In the event any taxes, dues, demands, charges, duties, liabilities, if any, levied or leviable retrospectively or prospectively in respect to the Project by the Governmental Authority the Vendee shall be liable to pay pro-rata share of such taxes, dues demands, charges, etc. in proportion to its Area in the Said Project.
  38. The Project shall always be known as "[●]" and this name shall not be changed by anyone including the Vendee or their/its lessees/occupant(s)/transferee(s)/assignee(s)/Association of the Unit Owners, etc. However, the name of the Said Project may be changed at the sole discretion of the Developer/Vendor and the Vendee shall not be entitled to raise any objection/hindrance on the same. It is further agreed by the Vendee that the association of the brand name "[●]" (in its registered logo form) or a combination of words with prefix as "[●]" ("**Brand Name**") shall at all times be subject to the sole control of the Developer/Vendor. It is agreed and accepted by the Vendee that the Brand Name shall always be used in the form in which it is registered with the Governmental Authority and the colour combination, the design and the appearance shall not be changed under any circumstances, unless the Developer/Vendor has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project, including Project Land, as well as the Association of the Unit Owners/apex body/apex bodies, unless a different understanding is captured between the Developer/Vendor and the Association of the Unit Owners/apex body/apex bodies. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Developer/Vendor. The Vendee further agree/s not to use the Brand Name and/or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Developer/Vendor.
  39. The Vendee further undertakes, assures and guarantees that the Vendee would use the full name

of the Said Project i.e. “The Riviera @ AIPL Lake City ” on all communications, etc.

40. The Vendee hereby unequivocally agrees that the Developer/Vendor may apply for revision of building plan(s), layout plan, common areas, service areas or elevations for the betterment of the Project. The Vendee hereby unequivocally agrees and consents that the Developer/Vendor shall have the sole right to make additions or alterations over or about the Said Unit and/or the Project and/or to raise additional stories and/or to raise additional and further constructions and structures and/or construct additional area over the Said Unit, the Project including any open areas and/or terraces and roofs at any time or from time to time whether during the course of construction and completion of the proposed Project and/or any time thereafter subject to compliance with applicable laws and permissions by appropriate authorities. The Developer/Vendor shall ensure that by said additional construction, no damage of any kind is caused to the structure of the Said Unit. All such additional areas built/constructed becoming available, shall be the sole and exclusive property of the Developer/Vendor and the Developer/Vendor shall be fully entitled to deal with or dispose off the same in any manner whatsoever the Vendor may at its sole discretion consider fit and proper and the Vendee agrees and consents that it shall not interfere or raise any objection whatsoever in respect of the same. It is also hereby expressly agreed that the Developer/Vendor shall be entitled to lease/sell any other space or premises in the Said Project to any user in its sole discretion and as may be permitted by the Governmental Authority and the Vendee shall not object to the use of the said spaces/premises for the same by the respective buyers/lessees thereof. Further, the Vendee(s) agrees and gives his/her/their/its consent that in case at any point of time FAR is increased for any reason including but not limited to change of Applicable Laws or for any other reason whatsoever then the Vendor and/or the Vendor shall be allowed to utilize the same and build or construct new building/towers in the Project subject to the Applicable Laws and the Vendee(s) shall not raise any objection to carry out any such construction or development work. If any express consent/no objection is required, in such event, the present shall be considered such consent/no objection for all intents and purposes. The Vendee has signed/agrees to sign any consent letter or no objection as required or deemed expedient by the Developer/Vendor for the purpose stated in this clause.
41. The Vendee hereby confirms and acknowledges that the Developer/Vendor have fulfilled all the obligations undertaken by them in respect of the Said Unit as per the agreed terms of the Said Agreement and this Conveyance Deed, and thus, the Vendee hereby discharges the Developer/Vendor of all their obligations towards the Vendee and nothing remains due and payable by the Developer/Vendor to the Vendee in respect of the Said Agreement, this Conveyance Deed and the Said Unit. The Developer/Vendor to the Vendee in respect of the Said Agreement, this Conveyance Deed and the Said Unit.
42. That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in this Conveyance Deed in respect of the Said Unit / Project, shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and/or subsequent Vendees / assignees / transferees of the Said Unit, as the said obligations go along with the Said Unit for all intents and purposes.
43. The Vendee hereby indemnifies and undertakes to keep the Developer/Vendor, their associates, directors, employees, officers, representatives, advisors, consultants, intermediaries, etc. as well as the other occupants/owners of the Project fully indemnified and harmless from and against any/all the actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs, consequences of breach by the Vendee of its obligations hereof or under any Applicable Law(s) for the time being in force. The Vendee hereby accepts and acknowledges that this indemnity would cover all acts and omissions on the part of the Vendee, its personnel, representatives,

tenants, licensees, lessees and/or any other person claiming under the Vendee. Further, the Developer/Vendor reserves the right to join as an affected party in any suit/complaint filed before any appropriate Court/Tribunal/Commission/Authority by the Vendee if the Developer/Vendor's rights under this Conveyance Deed are likely to be affected/prejudiced in any manner by the decision of the appropriate court on such suit/complaint. The Vendee has/have assured and undertakes to the Developer/Vendor to keep them fully informed at all times in this regard. If for any reason whatsoever, at any point of time, the Vendor and/or Vendor is required to pay/forfeit to any statutory or legal authority the whole or part of the consideration paid by the Vendee(s), same shall be treated as unpaid price on the part of Vendee(s) thereby entitling the Vendor to charge/lien on the said unit.

44. The Vendee agrees that the Developer/Vendor has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Vendee shall have any right, title or interest of any kind whatsoever other than those granted in this Conveyance Deed.
45. The Vendee shall be entitled on the basis of this Conveyance Deed to have his/her/their/its name mutated in the records of the Governmental Authority/HUDA/DTCP at the cost and expenses of the Vendee, and the Developer/Vendor undertakes to execute all such further documents as and when may be deemed necessary by the Vendee at the cost and expenses of the Vendee.
46. The Vendee hereby confirms and undertakes that the provisions of RERA, the Haryana Apartment Ownership Act, 1983 and other Applicable Law(s), rules or guidelines, wherever applicable, will be observed and complied with from time to time. The Common Areas, and Facilities - Project and the undivided usage rights of each Vendee in the Common Areas and Facilities - Said Project as may be specified by the Developer/Vendor in the Deed of Declaration to be filed by the Developer/Vendor in compliance of the Applicable Law(s) will be conclusive and binding upon the Vendee. The Common Areas and Facilities - Project as may be specified by the Developer/Vendor in the Deed of Declaration to be filed by the Developer/Vendor in compliance of the Applicable Law(s) will be conclusive and binding upon the Vendee.
47. The Vendee has/have confirmed to the Developer/Vendor that he/she/they/it/they is/are entering into this Conveyance Deed with full knowledge of all the Applicable Law(s), rules, regulations, notifications, etc. applicable to the Project in general and the Said Unit in particular and the Vendee agrees to abide by all Applicable Law(s) as may be made by the Governmental Authority relating to the Said Unit/Project/ Project Land/Project/Project Land including the terms and conditions of the License and other agreement executed with the DTCP/Governmental Authorities. The Vendee hereby undertakes that he/she/they/it/they shall comply with and carry out, from time to time from the date of this Conveyance Deed all the requirements, requisitions, demands and repairs which are required by any Development Authority/Municipal Authority/Governmental Authority in respect of the Said Unit/Project/Project Land at his/her/their/its own cost and keep the Developer/Vendor indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs. The Vendee hereby confirms and undertakes that they has completely understood the limitations, conditions, and restrictions related to Said Unit, Said Project and Project Land.
48. The Vendee acknowledges that the transaction contemplated under this Agreement/Deed is required to be in compliance with the provisions of the Prohibition of Benami Property Transactions Act, 1988, as amended from time to time ("Benami Law"). The Vendee hereby represents, warrants and covenants that the allotment of the Unit in his/her/their favour, together with all payments made or to be made towards such allotment, does not and shall not constitute a benami transaction under Section 2(9) of the Benami Law.

In the event that any payment towards the consideration of the Unit is proposed to be made by any person other than the Vendee, the Vendee shall, prior to acceptance of such payment by the Developer, procure and furnish to the Developer:

- (i) suitable declarations, affidavits and indemnities, duly executed by the Vendee and such third party, expressly affirming that such transaction falls within the permissible exceptions specified under Section 2(9) of the Benami Law and does not amount to a benami transaction; and
- (ii) duly attested documentary evidence establishing the applicability of such exception(s).

The Vendee further agrees and undertakes to indemnify and keep indemnified the Developer against any loss, liability, penalty, claim or proceeding arising on account of any misrepresentation, concealment, inaccuracy, or breach of the aforesaid declarations/indemnities, or in the event that the transaction is held to be benami under applicable law.

The Developer shall be entitled, in its sole discretion, to refuse acceptance of any payment from a third party in the absence of strict compliance with the requirements set out above.

- 49. If any provisions of this Conveyance Deed shall be determined to be void or unenforceable under any Applicable Law(s), such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance Deed and to the extent necessary to conform to the Applicable Law(s), and the remaining provisions of this Conveyance Deed, shall remain valid and enforceable in accordance with their terms.
- 50. All costs and expenses incidental to the preparation, execution and registration of this Conveyance Deed, including the payment of stamp duty and registration fee, has been borne by the Vendee. Further, the Vendee has/have also agreed that if there is any additional levy on the stamp duty, as a consequence of any order of Governmental Authority, the same, if applicable, shall also be payable by the Vendee.
- 51. Any notice, letter, communication, etc. to be made, served or communicated unto the Developer/Vendor under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the Developer/Vendor at the address mentioned above or such other address as may be intimated by the Developer/Vendor in this behalf and sent by registered post/A.D. Similarly, any notice, letter or communication to the Vendee shall be deemed to be made, served or communicated only if the same in writing is addressed to the above-mentioned address of the Vendee by registered post.
- 52. It is clarified that the use of any gender in this Conveyance Deed or use of singular or plural expression shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of this Conveyance Deed and the same shall be read and construed accordingly as the context demands.
- 53. This Conveyance Deed shall be governed by and interpreted in accordance with the laws of India and the Courts of Gurugram shall have exclusive jurisdiction in relation to all matters arising out of this Conveyance Deed.

**IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Conveyance Deed at Gurugram, Haryana in the presence of attesting witness, signing as such on the day first above written.**

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Vendee: (including joint buyers) Please affix photograph and sign across the photograph

(1) Signature  
Name  
Address  
Aadhaar No.

(2) Signature  
Name  
Address  
Aadhaar No

(3) Signature  
Name  
Address  
Aadhaar No

**SIGNED AND DELIVERED BY THE WITHIN NAMED: DEVELOPER/VENDOR:**

(4) Signature  
Name  
Address  
Aadhaar No

in the presence of: WITNESSES:

1. Signature  
Name  
Address  
Aadhaar No

2. Signature  
Name  
Address  
Aadhaar No

**Schedule I  
Description of the Project Land**

**Schedule II  
Description of Project**

**Schedule III  
Description of Project Land**

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**Schedule C Floor Plan of the Unit**