

CONVEYANCE DEED

Property No. : Flat No. _____ Floor
Project : "FLORA AVENUE 33" Village - Dhunela, Sestor-33, Sohna,
Gurugram, HR-122103.
Type of Deed : Conveyance Deed
Type of Property : Residential
Carpet Area : ----- Sq. ft.
Value : Rs. -----/-
Stamp Duty : Rs. _____/-
E-Stamp No. and date : _____

THIS Deed of Conveyance ("Conveyance Deed" or "Deed") is made and executed at Sohna (Distt. Gurugram) on this _____ day of _____, 20

BY

M/s. Global Horizon Holdings Private Limited, a company incorporated under the Companies Act, 1956 vide CIN - U70101DL2014PTC263654 validly existing under the Companies Act, 2013, and having its registered office at B-2/201, Basement, Safdarjung Enclave, New Delhi-110029 and its corporate office at P903-905, 9th Floor, C wing, JMD Megapolis, Sector-48, Sohna Road, Gurgaon, Haryana-122018 (PAN - AAGCG3543F) signed by its authorized signatory Mr. Lalit Kumar Sharma (Adhaar No. 622191742241) & Mr. Harshit Singla (Adhaar No. 943575014048) jointly authorized duly authorized vide

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

board resolution dated 01-04-2024, represented by Mr. _____ (Adhaar No. _____) authorized vide board resolution dated _____ (hereinafter referred to as the "**Vendor**", which expression shall unless repugnant to the context hereof mean and include its respective successors-in-interest, representatives, nominees and permitted assigns) being the party of the **FIRST PART**

In Favour of

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

Or

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

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

WHEREAS:

1. The Vendor is the lawful owners and in possession of 8.15 acres of land in Sector 33 Sohna, Distt. Gurugram, Haryana in terms of sale deeds bearing **vasika no. 2813, 2814, 2815 dated 13-07-2012, 2850, 2851 dated 16-07-2012, 3755, 3754, 3753, dated 23-08-2012, and 5196 dated 9-11-2012 and Mutation no. 1946** which is duly registered in the office of the Sub-Registrar, Sohna Tehsil, District Gurugram, Haryana (hereinafter referred to as the "**Said Land**"), and the Vendor has the absolute rights to deal with this land in any manner whatsoever.
2. The Vendor had been granted License bearing no. **58 OF 2019 & 88 OF 2022** (hereinafter referred to as the "**License**") by the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "**DTCP**") for setting up of Affordable Residential Plotted Colony on the Said Land in terms of the Affordable Residential Plotted (**DDJAY**) Policy, 2016 as amended from time to time (hereinafter referred to as the "**Policy**"), and accordingly, the Vendor has constructed and developed the Affordable Residential Plotted colony under the policy on the Said Land by the name and style of '**Flora Avenue 33'** (hereinafter referred to as the "**Project**").
3. The aforesaid License was granted to the Vendor under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 (hereinafter referred to as the "**Act**") and Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "**Rules**") upon the conditions mentioned therein.
4. The DTCP vide its **Memo No.** _____ has approved the Building Plans of the Project.

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

5. The Project comprises of self-contained independent floors constructed upon plots along with common infrastructure, stilt parking, community building, and commercial shops.
6. The Project is registered under the Real Estate (Regulation and Development) Act, 2016 and Rules/Regulations framed thereunder (hereinafter referred to as the "RERA") with the Haryana Real Estate Regulatory Authority at Gurgaon vide Registration No. _____
7. The Project has been completed and Completion Certificate (CC) in respect thereof has been obtained by the Vendor from the DTCP vide **Memo No. LC-3972/JE(SB)-2023/27768 dated 23/08/2023**
8. In compliance of the provisions contained under the Haryana Apartment Ownership Act, 1983 and Rules framed thereunder (hereinafter referred to as the "HAO Act"), Deed of Declaration in respect of the Project has been registered as **Vasika No. 11700 dated 08-12-2023** with the office of Sub-Registrar, Sohna Tehsil, District Gurugram.
9. The Vendee represents and confirms that it has examined all the documents pertaining to the Project on the website of the Real Estate Regulatory Authority at Gurgaon and has/have understood all the documents and the information provided by the Vendor.
10. In terms of the Policy and considering the application submitted to the Vendor by the Vendee, vide application no. ----- dated ----- and has been allotted Unit bearing No. _____ **Floor**, having a Carpet Area of _____ sq. ft. and balcony area _____ sq. ft. together with earmarked parking space for a Four-Wheeler in the stilt directly below their unit (hereinafter called the "**Said Unit**") was allotted to the Vendee vide allotment letter dated _____, and thereafter an Builder buyer agreement/ agreement for sale ("**Agreement**") was executed between the Parties bearing **Vasika No. _____ dated _____** and all the terms & conditions of allotment were contained therein and the same shall form the part of this Conveyance Deed.

UNIT NO:-	
FLOOR :-	FLOOR
TYPE :-	RESIDENTIAL
TOTAL PRICE	Rs. _____ +GST

- (i) Allottee shall have equal terrace rights along with other allottees in the same building.
- (ii) Allottee shall be given the club membership of the society for the price paid above. However, running charges of the same shall be paid by the club member on monthly/quarterly /yearly basis as may be decided.

Contd...

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

11. The Vendee, before making the final payment to the Vendor and execution of this Conveyance Deed, has examined the said Unit, relevant documents and having fully satisfied himself/ herself/ themselves with the workmanship used in construction and the Carpet Area of the Said Unit (including design and specifications thereof), and thereafter, paid the balance sale consideration to the Vendor. Accordingly, the Vendee has paid an amount of Rs.-----/- + **GST (Rupees ----- only)** as total sale consideration ("**Total Consideration**") for the Said Unit to the Vendor, which the Vendor hereby acknowledges.
12. That all the expenses in respect to this conveyance deed like stamp duty, registration fees, engrossing and other miscellaneous expenses etc. are to the borne and paid by the VENDEE.
13. The Vendee further confirms that it has verified the description and physical condition of the Said Project and the Said Unit including size, dimensions, etc. of the Said Unit and all other physical characteristics thereof, such as bath fittings, sanitary fittings, electrical fitting and switches etc., the facilities/amenities to be made available to the Vendee in terms of the Agreement.
14. On the Vendee being satisfied in all respects, the Vendor has handed over the actual physical possession of the Said Unit to the Vendee as per the specifications & amenities mentioned in the Agreement and the Vendee also confirms taking over the actual physical possession of the Said Unit.
15. The Vendee has now desired to get the Conveyance Deed of the Said Unit executed & registered in its favour.
16. The Vendee has solely relied on its own judgment and investigation in this regard before deciding and/or agreeing to execute this Deed and the Vendee further confirms that no oral or written representations or statements made by the Vendor shall be valid or shall be considered to be part of this Deed with respect to the description, workmanship, specification of the Said Unit, quality of construction, infrastructure availability etc. as this Deed not only being self-contained and complete in itself in these respects but the Vendee also has examined, verified and confirmed these aspects.

NOW THEREFORE in furtherance to receipt of the total sale consideration, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of ownership of the Said Unit along with one Four Wheeler Parking Space earmarked along with such Unit in the stilt directly below each Unit against the Said Unit, absolutely and forever, in favour of the Vendee on the terms and conditions mutually agreed by and between the Parties which is contained in this Conveyance Deed as under:

- 1(a) That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration of the Total Consideration already paid by the Vendee to the Vendor, the receipt whereof the Vendor do hereby acknowledges, the Vendor do hereby transfer, convey, assure and assign unto the Vendee the ownership of the Said Unit, free from all encumbrances and exclusive right to use and occupy the designated Parking Space against the Said Unit, absolutely and forever with proportionate, undivided, impartible rights to use the Common Areas except for the terraces specifically and exclusively reserved for utilization by the

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

Vendor for installation of utility services. The Vendor alone shall have the absolute and the sole right to use the terraces of the various structures, towers or buildings in the Project which are not included in the Common Areas. It is hereby expressly stated that the parking space designated for the parking of a four-wheeler within the stilt area is deemed to be the exclusive area of the Vendee and not a common area. However, the Vendee is expressly prohibited from erecting any temporary or permanent wall-like structures within this space for the purpose of segregating their parking area. The Vendee must ensure that while safeguarding of the Vendee's exclusive right to utilize the parking space is not disturbed but the use of the same must not disrupt the overall functionality or integrity of the parking area within the stilt. The Vendor shall have sole right to give on lease or hire any part thereof for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise and the Vendee shall not have any right to object to or prevent the same.

- (b) That the Vendor has also allotted along with the Said Unit usage right for one Four-wheeler stilt parking space to be held and used exclusively by the Vendee as an integral and inseparable part of the Said Unit. The parking space shall not be treated as any independent property, and it shall not be alienated independently of the Said Apartment. The Vendee agrees that above Four-wheeler parking spaces allotted shall form part of the Said Unit.
 - (c) That the Project shall be known as "**Flora Avenue 33**" and the said name shall not be changed by the Vendee individually and/or jointly with other allottee/owners of Units in the Project or their association.
- 2(a) That the Vendor hereby confirms and acknowledges the receipt of the Total Consideration in respect of the Said Unit paid by the Vendee to the Vendor and that there is nothing due from the Vendee towards the sale consideration in respect of the Said Unit.
- (b) That the Vendee has paid its pro-rata share of the cess, taxes including but not limited to GST. The Vendee has further agreed to additionally pay, on demand, the proportionate share of any additional amount on account of taxes or development charges payable to the competent authority and/or increase in any other charges/fee/tax/cess etc. which may be levied or imposed by the competent authority prospectively or retrospectively to the Vendor. The Vendor undertakes and agrees that while raising a demand on the Vendee for such increased in taxes or development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, it shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Vendee.
 - (c) That the Vendee, if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("**FEMA**"), the Reserve Bank of India Act, 1934 ("**RBI Act**") and the rules and regulations framed thereunder and any other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The Vendee shall furnish the required declaration as may be prescribed in this regard. The Vendee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made thereunder. The Vendee shall indemnify and keep and hold the Vendor and its directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure.

- 3(a) That the Vendee shall be entitled to the ownership rights in the Project and rights of usage as specified below:
- (i) The Vendee shall have absolute ownership of the Said Unit.
 - (ii) The Vendee shall have undivided interest in the Common Areas within the Project.
 - (iii) The Vendee shall use the Common Areas within the Project in which the Said Unit is situated, harmoniously along with other allottees, occupants, users, staff of operating agency etc. without causing any inconvenience or hindrance to them. However, the Vendee shall not be entitled to claim partition of its interest in the Common Areas. This clause shall be applicable to the Vendee and all subsequent transferees as well.
 - (iv) The Vendee shall have no title and interest in any other space on the surface of the Project, which have not been allotted/sold to the Vendee or which have been reserved by the Vendor, and such space shall remain the absolute property of the Vendor who shall be fully entitled to deal with such space at its own discretion till it is sold or conveyed in any manner. The Vendee shall not raise any claim against the aforesaid spaces in the Project nor shall the Vendee attempt to use or park its vehicles in unreserved parking spaces. It is made abundantly clear and agreed by the Vendee that no other land(s)/unreserved parking spaces is/are forming part of the Deed.
 - (v) The usage right in the Common Areas does not confer any separable/ exclusive title or share in the Common Areas and shall be governed as per the Haryana Apartment Ownership Act, 1983 and Rules framed thereunder.
 - (vi) The community building, crèche and the commercial shops shall be the exclusive property of the Vendor and the Vendee shall not claim any right, title and interest in the same.
4. That the Vendee understands that additional infrastructure may be required in future to meet the future demands/requirements of the Project or for complying with the requirements of the electricity department/distribution or supply of energy, in which event the Vendee acknowledges and agrees to pay additional proportionate share in establishing such additional infrastructure.
5. That vacant and physical possession of the Said Unit has been handed over by the Vendor to the Vendee and the Vendee hereby confirms having taken over the possession of the same from the Vendor after satisfying itself that the workmanship used in construction as also the various installations like electrification work, sanitary fittings, water and sewerage connection etc. are in accordance with the drawings, designs and specifications as per the Agreement and terms and conditions of booking and the same are in good order and condition and that the Vendee has satisfied itself in respect of the location and Carpet Area calculations and measurements of the Said Unit.

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

- 6(a) That the Vendee agrees that in case of on-going construction on part of the Said Land, if any, procurement of further area adjoining the Said Land and further construction on the Said Land (including additionally acquired land), the Project or the terrace thereof becomes permissible, the Vendor shall have the exclusive right to take up and complete such on-going/ further construction without any objection or interference from the Vendee, and the Vendee shall not claim any right or interest in such area. It is agreed that in such a situation or with a view to complying with the provisions of the Haryana Apartment Ownership Act, 1983, the right of the Vendee in the Common Areas and in the Said Land underneath the Project shall stand varied accordingly, without any claims from the Vendee. The Vendor shall be entitled to connect the electric, water, sanitary, power backup and drainage fittings on the additional structure(s)/ storey(s) with such existing facilities / installations without any objection or hindrance from the Vendee. The Vendor shall be the owner of all terrace areas, not being a part of the Common Areas, which have not been transferred.
- (b) That the Vendee agrees that if there is any unutilized FAR in the Project due to revised FAR and density norms or any other reason or any unconstructed plot whereby vendor wants to commence construction, the Vendor can raise construction over it at a later date and the Vendee shall have no objection to the same even if the Project is completed and the possession thereof has been handed over. The Vendee gives unconditional consent to the Vendor to utilize the aforesaid in accordance with the applicable laws and the Vendee shall have no objection or claim or demand any compensation for the same subject to the condition that construction shall be carried out as per the norms and the approved designs and drawings.
- 7(a) That the Vendee agrees to abide by all laws, bye-laws, rules and regulations, conditions of the Central or State Government or local bodies and shall be responsible or liable for all defaults, violations or breaches of any of the conditions of approvals and/or rules and regulations as may be applicable on the Vendee. The Vendee also agrees to abide by the terms of the Haryana Apartment Ownership Act, 1983 as amended from time to time and shall keep indemnified the Vendor and its employees for any liabilities or penalty resulting from such violations that may be attributable to the Vendee.
- (b) That the Vendee shall not use the Said Unit or permit the same to be used for purpose other than permitted purpose and/or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other units or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the Said Unit which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use in the Common Areas.
- (c) That with a view to maintain uniform aesthetics of the said Project, the Vendee shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hanging and/or drying of clothes, notice board etc. in the Common Areas or at the external façade of the building or anywhere on the exterior of the Common Areas and shall not change the color scheme of the outer walls or paint of the exterior side of the doors and windows including by means of fixing of colored films etc. or carry out any change in the exterior elevation or design. The Vendee shall be entitled to display its name plate only at the proper place provided for the Said Unit and in the manner approved by the duly appointed facility operator/ servicing agency or the association of allottees, as the case may be. Further, circulating/displaying letters on the notice board or

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

otherwise shall be done with prior written approval of facility operator/ servicing agency or the association of allottees.

- (d) That the Vendee shall ensure that fire safety equipment shall be kept functional and subsistent always within the Said Unit and in all the Common Areas, and the Vendee shall not keep any hazardous, explosive, inflammable chemicals/ material etc. which may cause damage to any part of the Project. The Vendee shall always keep the Vendor harmless and indemnified for any loss and damage in respect thereof.
- (e) That the Vendee agrees and undertakes that the Vendee shall ensure uniformity and non-interference with structures, ducting if any, internal cabling etc. and for general safety, security as well as larger interest of the Project. The facility operator/ serving agency or the association of allottees, as the case may be, shall designate, regulate and approve the entry of service providers such as telephone, cable, satellite T.V/Radio, internet, Wi-Fi, wi-max, IP/IT services, general utility services or any other type of services. The Vendee shall take prior written approval of the Vendor/ facility operator/ servicing agency/ association of allottees, as the case may be, before laying and /or connecting upon any type of pipes, wires, cables, antenna(s) and utility connections through the Common Areas, common facilities and/or the areas or facilities owned by the Vendor. In case such prior approval is not taken by the Vendee, the Vendor/ facility operator/ servicing agency/ association of allottees, as the case may be, shall be entitled to remove such connections without any compensation or claim and at the cost of the Vendee and shall remain indemnified for change of any power points, service points etc. if the same is not brought to its notice.
- (f) That in the stilt area beneath each unit, the Vendee may be allowed to use the open/sit out/green area earmarked, if any, for the Said Unit for the limited purpose of keeping the same clean and maintained, and the nominees /staff /workmen of the Vendor shall have the rights to enter into the said area for the purposes of repair, inspection and replacement of the service lines passing through the same. No construction, whether temporary or permanent, is permitted in such area, and the right to use thereof shall be subject to the provisions of the Haryana Apartment Ownership Act.
8. That the Vendee shall have no right, title or interest of any kind in the land and building(s) reserved for future expansion, if any. The Vendee has agreed and understood that since the Vendor has not charged any amount from him for construction and development of commercial area / shops, Community Building and Creche, the Vendee shall not have any interest, claim or right in any commercial area / shops, Community Building and crèche constructed / developed in the said Project nor the Vendee shall make any interference in the operation and management of commercial area / shops, Community Building and crèche in the Project by the Vendor or its nominated agency. However, the Vendee shall be permitted to use the Community Building subject to making payment of requisite charges.
- 9 (a) The Vendee agrees that in compliance of the DTCP instructions and in terms of provisions of the Policy, the Vendor shall provide maintenance in accordance with the relevant provisions of the Act and the Rules It is to clarify that the same shall be chargeable to the vendee. The Vendor shall have the right to provide maintenance services of the Project either directly or indirectly through an agency. The Vendee shall pay for the services provided by the Vendor / the facility operator / Association of Allottees as specified and agreed in the O&S Agreement.

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

- (b) That the Vendee agrees and confirms that it shall abide by the terms of the O&S Agreement and shall be bound by the same at all times. The Vendee shall further be solely responsible to always maintain its Unit at its own cost in a good condition and shall not do or suffer to be done anything in or to the Project or the Unit or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belongings thereto in good and tenantable repair, and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized. The Vendee shall also not remove any wall, including load-bearing wall of the said Unit. The walls shall always remain common between the said Unit and the unit of other allottees of adjacent Unit. The Vendee shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design except with prior written permission of the Vendor. Further, the Vendee shall not store any hazardous or combustible goods in the said Unit or place any material including flowerpots etc. in the common passages or staircase of the said building.
- (c) The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor. The non-observance of the provisions of this clause shall entitle the Vendor / facility operator or any other agency / Association of Allottees to enter into the Unit, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (d) That the Vendee undertakes not to commence any structural alteration, addition or any other interior work without obtaining prior permission of the Vendor / facility operator / Association of Allottees. Even pursuant to grant of requisite permission, the Vendee or the person(s) inducted by the Vendee shall ensure that the interior or any work does not interfere with the R.C.C. structure and/ or load bearing walls nor does it cause any hindrance or obstruction to other property owners in the Project. During the course of such interior work, the Vendee or the person(s) inducted in possession in the property shall take all precautions to ensure that no damage is caused to the Common Areas or to other properties in the Project and in such an eventuality, shall be solely liable for providing the entire amount of compensation to the affected party and/or restoration of the damages so caused. Any such interior work, renovation etc. as mentioned above shall be carried only during the day hours i.e. from 9 am to 6 pm only and such work shall not be carried on Sunday and other National or State Holiday, Festivals, etc. as declared by the Government. Such permission to carry out may also be denied under special and compelling circumstances by the Vendor / facility operator / Association of Allottees, as the case may be, which shall not be withheld unnecessarily.
- (e) The Vendee hereby agrees and undertakes to become a member of the Association of Allottees and to complete all the documentation and fulfill its obligations as may be required under the Haryana Apartment Ownership Act, 1983 and the Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder promptly on being called upon.
- (f) Subject to the provision of the Real Estate (Regulation and Development) Act 2016 read with the applicable Rules framed thereunder and the Policy, the Vendee shall have no objection if the Vendor makes any alterations, additions, improvements or repairs whether structural or non-structural,

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

interior or exterior, ordinary or extra ordinary in relation to any unsold premises within the Project or the external façade and the Vendee agrees not to raise objection or make any claim on this account.

- (g) That the Vendee shall not use the said Unit so as to cause blockage or hindrance to any Common Areas, common passages, veranda or terraces. No Common Areas of the Project will be used by the Vendee for keeping/ chaining pets (animals or birds), storage of cycle, motorcycles /wrong / unauthorized parking, nor the Common Areas shall be blocked in any other manner whatsoever.
 - (h) The Vendee shall not be allowed to do any activity which may be objected to, by the other allottees, occupants such as playing of high volume music, use of loudspeaker, dumping of garbage or any activity which spoils the decorum or decency or beauty of the Project, including defacing of common walls, lifts or throwing or dumping of refuse/garbage which could be subject to fine or penalties as per prevailing and applicable laws/bye laws/ O&S Agreement.
 - (i) The Vendee shall keep the said Unit, the walls and partitions, sewers, drains, pipes and appurtenances thereto in good tenable repair and condition and in particular so as to support, shelter and protect all parts of the Project other than the said Unit and shall abide by all laws, bye laws, rules and regulations of the Government, local/municipal authorities and/or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such condition or law, bye laws or rules and regulations.
 - (j) The Vendee in its individual capacity as well as the prospective or existing member of the Association, as the case may be, hereby confirms and agrees that subject to section 22 of the Haryana Apartment Ownership Act, in the event of re-development of the Said Land at any time in future on account of any force majeure events or any catastrophe or for any other reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such redevelopment on the Said Land. This clause shall be applicable to the Vendee and all subsequent transferees as well.
10. The Vendee shall not assign, transfer or part with possession of the said Unit without obtaining a 'no dues certificates' from the Association of Allottees or the Vendor, as the case may be. In the event of such assignment/ transfer/ sale of the said Unit by the Vendee, the Vendee shall file transfer permission application along with the proper set of documents to be executed, in the office of Vendor for its record. The transfer shall be subject to clearance of any outstanding dues still pending or recoverable due to any account which may be levied like statutory govt. dues, charges, taxes, user charges, etc. The Vendee as well as subsequent transferees of Vendee hereby covenants to observe and perform all the terms and conditions of the booking, Agreement and this Deed to keep Vendor and its agents and representatives indemnified and harmless against the said payments and shall observe and perform the respective terms and conditions of each of the aforementioned documents. The Vendee shall indemnify and keep indemnified the Vendor against any loss and damages that the Vendor may suffer as a result of non-payment, non-observance or non-performance of the said terms and conditions by the Vendee. Further, such transfer, sale, lease, mortgage etc. shall be subject to the terms and conditions contained in the present Conveyance Deed. Further, the transferee or buyer shall be entitled to become a member of the Association of the Unit Owners in place of the Vendee and shall be entitled to all the benefits and rights but subject to all the obligations and duties on the present Vendee. However, it shall be the liability, jointly and severally, of the Vendee/ Transferee/ subsequent buyer with respect to the unpaid amount towards operation & servicing charges, electricity charges or any other charges

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

along with interest or penalty if any payable by the Vendee at the time of transfer of the said Unit. The Vendee / transferee / subsequent buyer of the said Unit shall be liable to pay the administrative charges, as applicable from time to time, to record his nomination / mutation in the records maintained by the Vendor / Association of Allottees as an owner of the said Unit in the said Project. It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Said Unit, as in case of a transfer, all obligations go along with the Said Unit for all intents and purposes.

11. That the Vendee shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the said Unit effective from the date of offer of possession of the said Unit, so long as each Unit is not separately assessed for such taxes for the said Land and/or Project, the same shall be payable and be paid by the Vendee in proportion to the Carpet Area of the said Unit conveyed to him in terms of this Deed. Till the Unit is individually assessed to property tax or any other charges as aforesaid by the authorities, the Vendee shall be liable to pay to the Vendor on demand, such taxes / charges whether levied now or in future on the land / buildings of the Scheme, proportionate to the area of the Unit. These taxes, fees, cesses, etc. shall be paid by the Vendee irrespective of the fact whether the operation and other services are provided by the Vendor or its nominee or any other body or association of all or some of the Unit.
12. If the Vendee has to make any payment, in common with other allottee(s)/occupant(s) in the Project, the same shall be the proportion which the Carpet Area of the Unit bears to the total Carpet Area of all the Units in Project / Complex/Tower, as the case may be.
- 13 (a) That the Vendee shall be entitled to get the Unit transferred and mutated in its own name as owner in the records of concerned authority on the basis of this Deed or its true copy without any further act or consent of Vendor subject to the restrictions as imposed by the Policy. However, if the Vendee transfers the Unit to a third party, subject to Clause 10 above, then the transferee shall be bound by the terms and conditions of this Deed.
- (B) That notwithstanding anything to the contrary stated in this Agreement and in supersession of the Vendor's Maintenance Period as mentioned herein above, it is categorically agreed by and between the Parties that Vendor shall not be liable for rectification of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations in the following circumstances:
 - (i) If the same has resulted due to any act, omission or negligence attributable to the Vendee or non-compliance of any applicable laws by the Vendee; and
 - (ii) The defects that are the result of (a) ordinary wear and tear in due course, or (b) any act of God including but not limited to Fire, draught, flood, earthquake, epidemics, natural disasters, Explosions or accidents, air crashes, act of terrorism etc. or (c) action for which the Vendor is not responsible, or (d) action beyond the control of the Vendor.

Provided that the Vendee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/constructions or infrastructure services and

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Vendor, and the Vendor shall not be liable for rectification of any defects therein.

14. That if any of the provisions of this Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with the terms and conditions mentioned therein.
- 15(a) The recitals, annexures and schedules including any representations and warranties form part of and are an integral part of this Deed and shall have the same force & effect as if expressly set out in the body of this Deed being binding on the Parties, and any reference to this Deed shall include any recitals and annexures to it. Any references to Clauses and annexures are to Clauses of and annexures to this Deed. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears;
- (b) The Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the Agreement in relation to the said Unit and such obligation shall be applicable to subsequent transferees of the Vendee as well.
- (c) References to this Deed or any other document shall be construed as references to this Deed or that other document as amended, varied, novated, supplemented or replaced from time to time;
16. That all costs of stamp duty, registration fee and other miscellaneous and incidental expenses on the execution and registration of this Deed have been borne and paid by the Vendee and the Vendee agrees to pay any further demand or deficiency of stamp duty, fee etc. made by the concerned government authority, in future. The Vendee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 & Indian Registration Act, 1908 or any other applicable law including any actions taken or penalties imposed by the competent authority (ies). The Vendee has borne all expenses for the completion of this Deed including cost of stamp duty, registration and other incidental charges. Any deficiency in the stamp duty as may be determined by the Sub-Registrar / Concerned Authority along with consequent penalties / deficiencies as may be levied in respect of the said Unit & Reserved Parking Space conveyed by this Deed shall be borne by the Vendee exclusively and the Vendor accepts no responsibility in this regard.
17. The rights and obligations of the Parties under or arising out of this Deed including disputes between the Parties shall be construed and enforced in accordance with the Act and rules framed thereunder, the Policy and other applicable laws of India for the time being in force.

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

1. Signature (Authorised Signatory) _____
Name _____
Address _____

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

SCHEDULE-I
RESIDENTIAL PROJECT – FLORA AVENUE 33 PHASE II

COMMON AREAS

Common areas mean the right in all such common areas and facilities for use of the Vendee and other occupants/ residents within/outside the Project in which the said Unit is situated.

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

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

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

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

*Club House, as situated on the 2nd floor of the Commercial complex (City Center 2) shall in no case be considered as common area.

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory

SCHEDULE -II
(DESCRIPTION OF THE APARTMENT UNDER SALE)

The residential **Unit No.** ____ on First Floor having **Carpet Area** admeasuring _____ sq. ft. and **Balcony Area** _____ **Sq. Ft.** situated in “**FLORA AVENUE 33**” along with the earmarked one four wheeler parking space in the stilt beneath the Unit

Unit No:-	Floor
Plot Type	Rectangle
Bedrooms	3BHK
Parking	1 Car Parking

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorized Signatory