

CONVEYANCE DEED

THIS CONVEYANCE DEED ("Deed") is made and executed at Gurugram on this [•] day of [•] Two thousand and [•]

BY AND BETWEEN

M/S ASHIANA HOUSING LIMITED, (PAN AADCA9093P) a Company incorporated under the Companies Act, 1956, having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata - 700 071 (West Bengal) and Local Office at _____ through its Authorized Representative Mr. [•] (Aadhar No. [•]) duly authorized *vide Resolution* dated [•] passed by the directors of the Company, (Copy enclosed as **Annexure I**) [hereinafter referred to as the "**Promoter**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignee(s) including those of the respective directors] of the **ONE PART**;

AND

[If the Allottee(s) is an Individual]

Mr. /Ms./Mrs. [•] Son/Daughter/Wife of Mr. [•], R/o [•] (PAN [•]) jointly with Mr./Ms./Mrs. [•], Son/Daughter/Wife of Mr. [•], R/o [•] (Aadhar No. [•]) (PAN [•]); hereinafter singly/jointly referred to as the "**Allottee(s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignees) of the **SECOND PART**.

[OR]

[If the Allottee(s) 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 [•], (Aadhar No. [•]) authorized *vide* [•], (hereinafter referred to as the "**Allottee(s)**", 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) of the **SECOND PART**.

[OR]

[If the Allottee(s) is a Company]

[•], (CIN No. [•]) , a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [•], (PAN [•]), represented by its authorized signatory [•] (Aadhar No. [•]), duly authorized *vide* board resolution dated [•] (hereinafter referred to as the "**Allottee(s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns) of the **SECOND PART**.

[OR]

[If the Allottee(s) 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 No. [•]) (hereinafter referred to as the "**Allottee(s)**", 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) of the **SECOND PART**

The "Promoter" "and the "Allottee(s)" shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**"

- I. "**HE OR HIS**" shall also mean either she or her in case the Allottee(s) is a female or it or its in case the Allottee(s) is a partnership firm or a limited company.
- II. The words and expressions used herein but not defined in this Deed and defined in the Act or in the Haryana Urban Development Act or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A. Promoter owns and possess a plot of land bearing no. GH-4 admeasuring 43,708 square meters, situated at Sector-80, Manesar, Tehsil Manesar, District Gurugram, Haryana ("the Plot"), allotted to it by Haryana State Industrial and Infrastructure Development Corporation Limited ("HSIIDC"), a Government of Haryana undertaking through a public auction conducted on 20th March 2023.
- B. HSIIDC issued a Letter of Intent bearing reference No. HSIIDC:C&H: 2023:27 dated 28th March 2023 in favor of the Promoter. Subsequently, HSIIDC and the Promoter entered into a Registered Conveyance Deed dated 07th October 2024, whereby HSIIDC duly conveyed, transferred and vested all rights, title, and interest in the Entire Land in favor of the Promoter. The said Conveyance Deed has been duly registered with the office of the Sub Registrar, Manesar, Haryana as Registration No.9168 in Additional Book No. 1 Volume No. 377 on Pages 33 to 35("Conveyance Deed").
- C. The Promoter has framed a scheme for developing the Whole Project comprising of Residential Block, Convenient Shopping Block all together with common areas, amenities and facilities as more particularly described in **Part I of Schedule A** to be known as "**Ashiana Aaroham**" on the Entire Land.
- D. However, for convenience and ease of construction, sales and marketing, the Whole Project has been divided and proposed to be developed into various phases with the clear intent to integrate all phases of Residential Block including Common areas, amenities, and facilities for the Whole Project as mentioned in Part I of Schedule D and common areas, amenities, and facilities Reserved for Residential Block as mentioned in Part II of Schedule D into one upon completion of the Whole Project. The Promoter has developed Phase I on the portion of Entire Land admeasuring 18849.79 sqm and known as Ashiana Aaroham Phase I ("**Said Project**").
- E. It is further clarified that Convenient Shopping Block and common areas, amenities, and facilities reserved for Convenient Shopping Block shall be separate and independent of the Residential Block including common areas, amenities, and facilities for the Whole Project as mentioned in **Part I of Schedule D** and common areas, amenities, and facilities Reserved for Residential Block as mentioned in **Part II of Schedule D**, except for the purposes of integration of common areas, amenities, and facilities for the Whole Project, which is common for Residential Block and Convenient Shopping Block including the common areas reserved for them, respectively.
- F. The Promoter has constructed and developed Said Project being one of the phases of the Whole Project on the Entire Land more fully described in **Part II of Schedule A**.
- G. Subject to obtaining all necessary permissions and approvals for undertaking construction and development of the Whole Project, the Promoter has registered the Said Project under the provisions of the Act with the Authority having registration no. [●] dated [●].
- H. The Allottee(s) being desirous of purchasing a unit in the Said Project approached the Promoter. At the request of the Allottee(s), the Promoter allowed the Allottee(s) to inspect all ownership records of the Entire Land and the Whole Project, various approvals granted by planning authority/ other competent authority(ies) in favour of the Promoter, layout plan and building plans and all other documents relating to the rights and title of the Promoter, including, to construct, market, sell and convey the units in the Said Project. The

Allottee(s) has fully satisfied himself/herself in all respects, with regard to the right, title, competency and interest of the Promoter in the Entire Land / Whole Project and has completed his/her due diligence to his/her entire satisfaction.

- I. The Allottee(s) acknowledges that the Promoter has readily provided complete information and clarification as required by the Allottee(s), however the Allottee(s) has ultimately relied upon its own independent investigations and judgment in this regard. Save and except as specifically represented herein, the Allottee's decision to purchase a unit in the Said Project is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Promoter or otherwise including but not limited to, any representations relating to the Project Land/Entire Land, or the units or the specifications therein or any other physical characteristics thereof, the estimated facilities/amenities to be made available to the Promoter or any purported services to be provided by the Promoter. No oral or written representations or statements shall be considered to be part of this Deed and this Deed is self-contained and complete in itself in all respects.
- J. Thereafter, Allottee(s) after fully satisfying himself/herself with respect to the right, title and interest of the Promoter in the Project Land/Entire Land, the approvals and sanctions for the Whole Project in favour of the Promoter as well as the designs, specifications and suitability of the construction, applied for allotment of unit applied for an apartment in the Said Project. Consequently, *vide* an Agreement to Sale dated [•] bearing registration no. [•], in Book no. I, Volume no. [•], on pages [•] to [•], duly registered in the office of Sub-Registrar- [•] on [•] ("**Agreement**"), the Allottee(s) has been allotted the Unit as more particularly described in **Schedule B** along with exclusive right to use of open/ covered parking (if applicable), as permissible under the Applicable Law (hereinafter referred to as the "**Unit**" and the floor plan of the Unit is annexed hereto and marked as **ScheduleB-1**) and the proportionate, undivided, impartible share in the Common Areas, Amenities and Facilities of the Whole Project and Common Areas, Amenities and Facilities reserved for Residential Block (except common areas, amenities, and facilities Reserved for Convenient Shopping Block) in the Whole Project together with right to use and access all the rights, liberties, privileges, easements and benefits appurtenant to the said Unit or any part thereof and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained herein and the terms, conditions, stipulations and restrictions contained herein and in the Deed of Declaration.
- K. The Promoter, basis the approvals and compliance of Applicable Laws, has completed the Said Project and the occupation certificate in this regard has been granted by the _____ vide memo no. [•] dated [•]. The Allottee(s) hereby acknowledges and agrees that the final Carpet Area and balcony of the Unit is as mentioned in Schedule B and that the Allottee(s) is fully satisfied about the Carpet Area and balcony area and the construction of the Unit.
- L. The Promoter has also executed and registered Deed of Declaration vide Registration/Vasika No [•] dated [•] registered in the office of Joint Sub-Registrar [•], Haryana, India (hereinafter referred to as "**Deed of Declaration**").
- M. The Allottee(s) has inspected the Unit and only after being satisfied with the construction and specifications and other features thereof has agreed to take possession and conveyance of the Unit in his favour.
- N. The Parties hereto are now desirous to enter into this Deed for transfer of the Unit in favour of Allottee(s) in accordance with the terms and conditions mentioned herein.
- O. The Promoter is executing this Deed in favour of the Allottee(s) for absolute sale, transfer, conveyance, assignment, grant and delivery of the Unit for which the Allottee(s) has full knowledge of all Applicable Laws.

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:

1. CONVEYANCE

- 1.1 That in pursuance of the Agreement and in consideration of a sum as mentioned in Schedule C (hereinafter referred to as "**Total Price of Unit**") paid by the Allottee(s) to the Promoter, the receipt whereof the Promoter do hereby admits and acknowledges, pursuant to which the Promoter do hereby grant, sell, transfer, assign, assure and convey unto the Allottee(s) by way

of conveyance, all its rights, titles and interests, benefits and advantages in the said Unit in the Said Project and along with exclusive right to use open/ covered parking (if applicable), as permissible under the Applicable Law and the proportionate, undivided, impartible share in the common areas, amenities and facilities of the Whole Project and common areas, amenities and facilities reserved for Residential Block (except common areas, amenities, and facilities Reserved for Convenient Shopping Block) in the Whole Project together with right to use and access all the ways, paths, passages, rights, liberties, privileges, easements and benefits appurtenant to the said Unit or any part thereof and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained herein and the terms, conditions, stipulations and restrictions contained herein and in the Deed of Declaration, free from all Encumbrances.

1.2 That the Promoter is full-fledged and lawful owner of the Unit and is fully competent and entitled to execute and get registered this Deed in favour of the Allottee(s). The Promoter assures the Allottee(s) that the title of the Promoter in the Unit is free from all types of encumbrances, acquisitions proceedings, charges, taxes, liens, restraint orders, attachment etc. and the Promoter hold impeccable and marketable title and power to convey, transfer, alienate and sell the same and there is no legal impediment or restraint of any nature whatsoever for the sale and transfer of the Unit to the Allottee(s). Accordingly, this Deed is being executed by the Promoter to transfer and convey absolute title in respect of the Unit in favour of the Allottee(s). And now it shall be lawful for the Allottee(s) for all times hereafter to enter upon the Unit and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Promoter, subject to the terms and conditions of this Deed along with the terms of the Agreement and the Deed of Declaration.

1.3 The Promoter agrees and acknowledges that after registration of this Deed, the Allottee(s) shall have the right to the Unit as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Unit.

(ii) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas, Amenities and Facilities of the Whole Project and Common Areas, Amenities and Facilities of the Residential Block. Since the share/ interest of Allottee(s) in the Common Areas, Amenities and Facilities of the Whole Project and Common Areas, Amenities and Facilities of the Residential Block is indivisible and cannot be divided or separated, the Allottee(s) shall use the same, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas, Amenities and Facilities of the Whole Project along with Common Areas, Amenities and Facilities reserved for Residential Block to the Association or its nominees or the Maintenance Agency after duly obtaining the Occupancy Certificate from the competent authority.

1.4 That the Allottee(s) shall henceforth be fully competent and entitled and shall have absolute right to deal with the said Unit in any manner including sale, transfer, gift, lease, mortgage or assignment thereof. However, such sale, lease, transfer, mortgage, assignment etc. shall be subject to terms and conditions in the present Deed and the Agreement.

The Allottee(s) agrees and understands that except the Unit as described in **Schedule-B** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable / leasable area in the Said Project/Residential Block/Whole Project. Such un-allotted saleable / leasable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with Applicable Laws. Additionally Nursery School Land which form part of the Entire Land are property of the Promoter and it shall be free to deal with it.

1.5 Lawn Area Parking, Storage or any other area exclusively earmarked for a particular Allottee(s) by the Promoter shall form part of common areas and facilities reserved for exclusive use and enjoyment of that allottee to the exclusion of other allottees.

1.6 The Whole Project shall always be known as "Ashiana Aaroham" and the residential portion of the Said Project (excluding Convenient Shopping Block developed with the Said Project) shall always be known as "**Ashiana Aaroham Phase I**" and the name of the Whole Project and the portion of the Said Project (excluding Convenient Shopping Block developed with the Said Project) shall not be changed except with the consent of the Promoter.

- 1.7 That the Allottee(s) confirm that he / she / they / it have understood each and every clause/covenant of this Deed and his / her / their / its legal implications thereon and have also clearly understood his / her / its / their obligations and liabilities and the Promoter's obligations and limitations as set forth in this Deed. That the Allottee(s) shall keep the Promoter, indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions in the Deed.
- 1.8 That the Allottee(s) confirms that the right, title and interest in the said Unit shall be limited to and governed by what is specified by the Promoter in the Deed of Declaration which has been filed by the Promoter in compliance of the Haryana Apartment Ownership Act, 1983, the Promoter accepts that the Deed of Declaration will be amended and the amended Deed of Declaration will be filed upon completion of Whole Project or any part thereof and as such the Allottee(s) do hereby unequivocally accept the present Deed of Declaration including the amended deed of declaration/s as may be filed by the Promoter which shall be conclusive and binding upon the Allottee(s) and the other unit owners.

2. TOTAL SALE PRICE

- 2.1 The Allottee(s) confirms having paid the pro rata share of external development charges/ internal development charges or any other applicable taxes as part of the Total Price of Unit as levied by the concerned governmental authority.
- 2.2 In case the demand of external development charges/ internal development charges or any other applicable taxes is made by the concerned governmental authority, after the execution of this Deed, by whatever name called or in whatever form (including with retrospective effect) and with all such conditions imposed by the Government of Haryana and/or any competent authority(ies), then in that event, the Allottee(s) shall pay the proportionate demand raised by the Promoter on the Allottee(s) which shall be paid by the Allottee(s) within the stipulated period as may be mentioned in the demand notice, failing which, the Allottee(s) shall be responsible and liable for all cost and consequences for such non-payment, including interest or penalty as demanded by the governmental authorities and other consequences for such non payment and the Promoter shall be entitled to take all actions as is available to the Promoter as per the Applicable Laws. The Allottee(s) further confirms to indemnify the Promoter in this regard.
- 2.3 The Allottee(s) confirms and undertakes to pay house-tax, property-tax, fire-fighting tax or any other fees, cess, charges or tax as freshly levied under applicable laws, as and when levied by any local body or authority on the Whole Project or any part thereof including the Unit, and if the Unit is not assessed separately, then such taxes, fees or cess shall be paid by the Allottee(s) in proportion to the area of Unit to the area of all the units in the Whole Project, after expiry of 3(three) full calendar months from the date of occupation certificate irrespective of whether the Allottee(s) took actual physical possession thereof or not. In cases wherein such taxes and charges are payable by the Promoter/ association of owners ("**Association**") / Maintenance Agency, as the case may be, on behalf of the Allottee(s), then in such cases, the Allottee(s) shall be liable to reimburse the same to the Promoter/ Association/ Maintenance Agency, as the case may be, within thirty [30] days from the date of notice issued by the Promoter/ Association/ Maintenance Agency, as the case may be, in this regard, failing which the Promoter / Association / Maintenance Agency, as the case may be, shall be entitled to the applicable interest as prescribed under the Act.
- 2.4 The Allottee(s) further agrees that if the Unit or any other right being conveyed hereunder is not assessed separately for property tax from the other units in the Said Project, then the Allottee(s) shall pay the same on proportionate basis as determined and demanded by the Association or the Promoter, as the case may be, which shall be final and binding on the Allottee(s). However, if the Unit is assessed separately from the other units in the Said Project, then in such cases, the Allottee(s) shall pay the property tax directly to the competent authority on demand being raised by the competent authority.
- 2.5 Such amount payable by the Allottee(s) under this Deed shall be deemed to be promised part of consideration in addition to the Total Sale Price paid herein in respect of the Unit. The Promoter shall have first charge/lien on the Unit for recovery of all such charges, taxes & levies as referred to above. In the event of any such charges remaining unpaid, the Allottee(s) agrees that the Promoter shall have unfettered right to resume the Unit and the Allottee(s) shall have no right, title and interest left in the said Unit thereafter. The Allottee(s) further agrees that he / she / they / it would not be competent to challenge such action of resumption of the Unit by the Allottee(s) due to default on such account on the part of the Allottee(s).

- 2.6 Further, if despite having paid EDC and/or IDC to government / competent authority(ies) for making provision of external development services such as road connectivity, water and sewerage connections, H.T. Lines, sub-station etc., the government / competent authority(ies) fails to provide basic infrastructure facilities on time and the Promoter / Association / Maintenance Agency decides to make extra investments to provide all such facilities, such extra investments shall make arrangements (to the extent possible) to provide such external linkages for appropriate road connectivity, water supply through tankers or otherwise, and electricity supply through DG sets, the charges for which shall be payable by the Allottee(s) to be calculated on the basis of actual cost including applicable taxes plus a reasonable mark-up.

3. COMMON AREAS

- 3.1 The Promoter has conceived, planned and identified the common areas, amenities and facilities in 3 category
- (i) common areas, amenities and facilities for the Whole Project as detailed in **Part I of Schedule D**;
 - (ii) common areas, amenities and facilities reserved for Residential Block as detailed in **Part II of Schedule D**; and
 - (iii) common areas, amenities and facilities reserved for Convenient Shopping Block as listed in **Part III of Schedule D**.
- 3.2 These common areas, facilities and amenities conceived, planned and identified will be developed along with the phases or block in which they locate. Therefore, it has been clearly explained by the Promoter to the Allottee(s) and further understood and agreed by the Allottee(s) that the common areas, amenities and facilities would be developed in phases i.e., along with the phase of which such common area/facility/amenity is a part. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that upon occupation of the Whole Project, all phases of Residential Block in the Whole Project shall be integrated as one to form Ashiana Aaroham.
- 3.3 The Allottee is aware and acknowledges that all the allottees of the Whole Project shall have equal right in the common areas, amenities and facilities of the Whole Project as detailed in **Part I of Schedule D** and the Allottee(s) shall not obstruct and/or cause any hindrance to any allottee in the Whole Project to use and access the common areas, amenities and facilities of the Whole Project as detailed in **Part I of Schedule D**. The Promoter further represents and the Allottee is aware that the common areas, amenities and facilities reserved for Residential Block and as detailed in **Part II of Schedule D** are reserved for Residential Blocks only to the exclusion of Convenient Shopping Block and the common areas, amenities and facilities reserved for EWS and Convenient Shopping Block as detailed in **Part III of Schedule D** are reserved for EWS and Convenient Shopping Block to the exclusion of Residential Block.
- 3.4 The Promoter further represents that common areas, amenities and facilities listed in **Part I of Schedule D** and **Part III of Schedule D** shall form part of the common areas and facilities that can be used by the allottees of EWS and Convenient Shopping Block and similarly Residential Block can use the common areas, amenities and facilities listed in **Part I of Schedule D** and **Part II of Schedule D**. The common areas, amenities and facilities listed in **Part II of Schedule D** and any other common areas, amenities and facilities to be built on Residential Block Land or built by the Promoter otherwise, shall form part of common areas, amenities and facilities reserved for Residential Block unless otherwise specifically mentioned. The common areas, amenities and facilities listed in **Part III of Schedule D** and any other common areas, amenities and facilities to be built on EWS and Convenient Shopping Block Land or built by the Promoter within EWS and Convenient Shopping Block, shall form part of common areas, amenities and facilities reserved for EWS and Convenient Shopping Block unless otherwise specifically mentioned.
- 3.5 The Promoter has further detailed the common areas, amenities and facilities developed in the Said Project in **Schedule E**. common areas, amenities and facilities of the Whole Project developed with Said Project are listed in **Part I of Schedule E**, common areas, amenities and facilities reserved for Residential Block are listed in **Part II of Schedule E** and common areas, amenities and facilities reserved for EWS and Convenient Shopping Block are listed in **Part III of Schedule E**.

4. USE AND ACCESS OF PARKING

- 4.1 It is made clear by the Promoter and the Allottee(s) agrees that the Unit including the parking, exclusively reserved under this Deed shall be treated as a single indivisible unit for all purposes.
- 4.2 The Allottee(s) understands that the Residential Block in the Said Project comprises of open and covered parking spaces spread across the Residential Block Land. For day-to-day comfort of all residents, the Promoter has earmarked 1 (one) parking space for the exclusive use of the Allottee(s), without charging any consideration thereof. The Allottee(s) agrees to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the Residential Block Land and /or the Whole Project. The parking space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the Whole Project and/or Said Project and/or Residential Block. Further the Allottee(s) agrees that the Promoter or the Association reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Whole Project and/or Residential Block and/or the Said Project.

5. POSSESSION OF THE UNIT

- 5.1 The Promoter has handed over the peaceful possession of the Unit to the Allottee(s) on this day and the Allottee(s) hereby acknowledges to have taken the actual peaceful possession of the Unit along with all the specifications agreed to be provided, to his satisfaction. The Allottee shall be liable to pay maintenance charges, taxes and other liabilities as mentioned herein, after expiry of 3(three) full calendar months from the date of occupation certificate irrespective of whether the Allottee(s) took actual physical possession thereof or not.

6. CONSTRUCTION OF WHOLE PROJECT

- 6.1 The Allottee(s) understands that the development of the Whole Project is taking place in a phase wise manner, as a result of which, Promoter may obtain requisite approvals for the development of the other phases to be developed in the Whole Project from the Government Authority from time to time. The Allottee(s) understands and consents to the development of the other phases in the Whole Project to be undertaken by Promoter and the Allottee(s) waives his right to raise objections in relation to any inconvenience caused due to the construction of the other phases in the Whole Project. However, the development of the other phases shall not result in any change of the specifications, size of the Unit; or entail payment of additional consideration / charges by the Allottee(s); or result in any increase in the number of apartments in the Whole Project.

7. MAINTENANCE OF THE SAID PROJECT / WHOLE PROJECT

- 7.1 The Promoter shall be responsible to provide and maintain essential services in the Said Project/ Whole Project till the taking over of the maintenance of the Said Project by the association of allottees or competent authority or maintenance agency as appointed by RWA, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the Said Project, as the case may be. The cost of such maintenance has been included in the Total Price of the Unit/Apartment for Residential/Commercial usage.
- 7.2 In case, the allottee/association of allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.
- 7.3 The Promoter, upon the receipt of Occupancy Certificate, shall hand over the possession of the common areas, amenities and facilities of the Whole Project being developed with Said Project as mentioned in **Part I of Schedule E** and common areas, amenities, and facilities reserved for Residential Block being developed with the Said Project as mentioned in **Part II of Schedule E** to the Association in accordance with the Applicable Laws.
- 7.4 In terms of the provisions of the Act, process will be initiated to form Association of the Owners of the Units at the appropriate time by the name of "Ashiana Aaroham Owners' Association", under Haryana laws for the Residential Blocks in the Whole Project. Ashiana Aaroham Owners' Association will have a set of bye laws (hereafter referred to as "**Bye- Laws**") which shall govern the Association of the Residential Block and the members of the Association i.e. the unit owners in the Residential Block. All the owners of units/apartments in the Residential Block shall

become members of the Association by payment of membership fees and shall abide by the Bye-Laws of the Association. The Allottee(s) shall become member of Association by signing necessary forms/documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit. The Allottee(s) is aware that there will be a separate association for Convenient Shopping Block which shall govern the management of Convenient Shopping Block and shall be independent of the Association.

- 7.5 The Allottee(s) hereby agrees that his/her right to the use of Common Areas, Amenities and Facilities Reserved for Residential Block and Common Areas, Amenities and Facilities of the Whole Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Deed as well as by the Association from time to time. The Allottee(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly each month in advance and shall not withhold the same for any reason whatsoever.
- 7.6 The Allottee(s) shall be bound by all the terms and conditions of the Association, Bye- Laws, maintenance agreement and any other agreement entered by the Association and any decisions taken by the Association as per it Bye-Laws.
- 7.7 The Allottee(s) has deposited with the Promoter, a sum of Rs. [●]/- (Rupees [●] only) as interest free maintenance deposit ("**IFMSD**"). It is understood that IFMSD is deposited by the Allottee(s) to ensure the timely payment of maintenance charges. The Allottee(s) undertakes to always keep deposited IFMSD with the Promoter/Maintenance Agency/ Association. In case of failure of the Allottee(s) to pay the maintenance charges or any other charges on or before the due date, the Allottee(s) shall not have the right to avail the maintenance services and the Association / Maintenance Agency shall have the right to adjust, the IFMSD against such defaults. If due to such adjustment, the IFMSD falls short, then the Allottee(s) hereby undertakes to make good the resultant shortfall within 15 (fifteen) days from the date of demand by the Promoter / Association / Maintenance Agency.
- 7.8 In the event of such shortfall, the Promoter / Association / Maintenance Agency shall have the right to withhold such maintenance services, as may be provided by the Promoter / Association / Maintenance Agency. The Promoter / Association / Maintenance Agency reserves the right to increase the IFMSD from time to time keeping in view, the increase in the cost of maintenance services and the defaults of the Allottee(s) in payment of maintenance charges. The Allottee(s) undertakes to pay such increases within 15 (fifteen) days of demand by the association of the owners. The decision of the Promoter / Association / Maintenance Agency for increasing of IFMSD shall be final and binding on the Allottee(s). Over and above the IFMSD, the Allottee(s) has also deposited with the Promoter, the Sinking Fund, which shall be used for replacement/ repair of fixed assets.

8. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Association / Maintenance Agency shall have right of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter / Association / Maintenance Agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

9. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

- 9.1 The Allottee(s) shall be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any Applicable Laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 9.2 The Allottee(s) undertakes, assures and guarantees that he/ she will not tamper with, install or remove anything from the façade and external/public spaces outside the Unit. including but not limited to dish antennas, air conditioning units, dehumidifiers etc., and would not put any sign- board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, grills, panels etc. on balconies, terraces, /the face/

facade of the Building or anywhere on the exterior of the Said Project/Whole Project, Building therein or any other area in the Whole Project.

- 9.3 The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or permit any remodeling, 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 Unit / Building / Said Project / Residential Block / Whole Project.
- 9.4 Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building or any part of the Whole Project. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 9.5 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 9.6 The Allottee(s) shall neither encroach upon the Common Areas of the Whole Project and or Common Areas, Amenities and Facilities of the Residential Block or Common Areas, Amenities and Facilities of the Convenient Shopping Block or the Nursery School Land, as the case may be nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 9.7 The Allottee(s) agrees to abide by and comply with the Bye-Laws or housing rules or such rules which may be issued from time to time by the Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Building / Said Project/Whole Project.
- 9.8 The Allottee(s) agrees and acknowledges that the Promoter reserves the right to name/rename/brand the Whole Project / Said Project and its components; and the Allottee(s) shall not have any objections to the same.
- 9.9 If any damage is caused to the Unit, including any part of the Said Project / Whole Project (including but not limited to Common Areas, Amenities and Facilities of the Whole Project or Common Areas, Amenities and Facilities of the Residential Block or Common Areas, Amenities and Facilities of the Convenient Shopping Block or the Nursery School Land, as the case may be) and the machines and equipment installed therein, on account of any act, negligence or default on part of the Allottee(s) or his employees, agents, servants, guests, or invitees, the Allottee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter / Association / Maintenance Agency.
- 9.10 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- 9.11 It is in the interest of the Allottee(s), to help the Association / Maintenance Agency in effectively keeping the Unit and/or the Said Project/Whole Project secured in all ways. For the purpose of security, the Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project/Whole Project.
- 9.12 The Allottee(s) shall not use the Unit for any purpose other than as set out under this Deed nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project/Whole Project or for any illegal or immoral purpose.
- 9.13 Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Whole Project and the Building in which the Unit is situated.
- 9.14 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Said Project/Whole Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project/Whole Project and/or the Unit.

- 9.15 After handing over of the Said Project/Whole Project, it shall be the responsibility of the Association for obtaining / renewal of insurance for the Said Project / Whole Project against loss or damage due to natural calamities, fire, riots, earthquake civil commotion etc., and the cost thereof shall be contributed by all the allottees / occupants of Building / Said Project / Whole Project, as part of the charges payable to the Maintenance Agency. The Allottee(s) shall be responsible for the insurance of his Unit and its contents. Promoter or the Association or the Maintenance Agency shall bear no responsibility for any loss or damage of whatsoever nature caused on account of negligence by other allottees.
- 9.16 Allottee(s) shall not remove or damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit. The Allottee(s) further agrees that it is strictly prohibited from making any alterations or modifications in the Unit or outside the Unit to the structure or the services and systems laid out in the Unit/ Whole Project including any changes that are either structural changes or such that would lead to disruption of the electrical, plumbing, other services and waterproofing laid out in the Building or along the Buildings for the use by one or more Apartments. The Allottee(s) shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, floors, design layout, toilets, kitchens or permanent finishes within the said Unit save and except with the prior permission of the Association / Promoter in writing
- 9.17 The Allottee(s) shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Unit and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever
- 9.18 The Allottee(s) shall not use/ cause to be used the said Unit for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Unit be put to residential use only. Furthermore, the Allottee(s) specifically undertakes not to use the said Unit or offer it to be used in any manner and/or for any activity that is commercial/prohibited/irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature, infringe on the rights of, and/or interfere in the beneficial usage and enjoyment of other allottees in the Whole Project.
- 9.19 The Allottee(s) undertakes not to sub-divide/amalgamate the Unit with any other Apartment in the Whole Project.
- 9.20 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association and/or Maintenance Agency. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 9.21 Entry Regulations and safety precautions: The Allottee(s) agrees and acknowledges that security of the Whole Project / Said Project and its residents is of paramount importance. Promoter and / or the Association shall have the right to keep the Whole Project / Said Project secure and free from disturbance at all times and shall have a right to monitor, scrutinize, register, regulate and / or restrict the entry of guests, visitors, staff, workmen, contractors, material and equipment etc.
- 9.22 The Allottee(s) further agrees to pay house-tax, property-tax, fire-fighting tax or any other fees, cess, charges or tax as applicable under law, from after expiry of 3(three) full calendar months from the date of occupation certificate irrespective of whether the Allottee(s) took actual physical possession thereof or not.

10. DEFECT LIABILITY:

- 10.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Deed relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of receipt of occupation certificate of the Said Project, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 10.2 In case any such structural defect or any other defect in workmanship, quality or provision of services reasonably & in the ordinary course requires additional time beyond the said 30 (thirty)

days having regard to the nature of the defect, then Promoter shall be entitled to such additional time period, provided, an intimation thereof has been provided to the Allottee, prior to the expiry of the said initial 30 (thirty) days. The Parties shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee(s) hereby agrees to such additional time / extension of time without being entitled to or making any claim to receive appropriate compensation in the manner provided under the Act and / or otherwise under Applicable Law.

- 10.3 Promoter shall not be liable for rectification of any defect if the same has resulted due to natural wear and tear, alterations, misuse, and deviation from conditions of usage, and any act, omission or negligence attributable to the Allottee(s) or the Owner's Association. Intrinsicly, breakable or degradable items like tiles, stones, wooden items, glass, aluminum items, façade, doors and windows and such like shall not be covered under Defect Liability and the same shall not be rectified by the Promoter.
- 10.4 The Allottee(s) confirms and agrees that all fittings, fixtures etc., has been made functional at the time of handing over the possession of the Unit but the maintenance thereof shall be the responsibility of the Allottee(s). The Allottee(s) further 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 requirement of timely, appropriate and adequate maintenance of handed over building / constructions or infrastructure services and systems so as to maintain aesthetic appearance and / or defect free functioning which by its very nature is a lifelong process. Accordingly, the continued maintenance including consumables and spare parts of the systems handed over would not be the responsibility of the Promoter, and the Promoter shall not be liable for rectification of any defects resulting from improper or lack of timely maintenance.

11. INDEMNIFICATION

- 11.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agree to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with
- (i) any of the provisions/covenants of this Deed and/or
 - (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or
 - (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under this Deed or due to failure/delay of the Allottee(s) to comply with its obligations under the Applicable Laws and/or of any of the provisions of this Deed.
- 11.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Deed.
- 11.3 The indemnification rights of the Promoter shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Deed.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Entire Land and the requisite rights to carry out development upon the Entire Land and has absolute, actual, physical and legal possession of the Entire Land for the Whole Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Whole Project.

- (iii) Except those mentioned in this Deed, there are no encumbrances upon the Entire Land or the Whole Project.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project Land, Project and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all Applicable Laws in relation to the Whole Project, Unit, Common Areas, Amenities and Facilities of Whole Project and Common Areas, Amenities and Facilities reserved for Residential Block.
- (v) The Promoter has the right to enter into this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Entire Land, including the Project Land and the Unit which will, in any manner, affect the rights of Allottee(s) under this Deed.
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Deed.
- (viii) The Promoter has handed over lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas, Amenities and Facilities of the Whole Project to be developed with the Said Project and Common Areas, Amenities and Facilities reserved for the Residential Block to be developed with Said Project to the Association.
- (ix) The Entire Land or any part thereof, is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Entire Land or any part thereof.
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project / Unit to the Competent Authorities till the period of 3 (three) months from the date of issuance of the Occupancy Certificate for the Said Project. Post the period of 3 (three) months from the date of issuance of the Occupancy Certificate for the Said Project, all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Unit / Said Project to the Competent Authorities shall be borne and paid by the Allottee(s) to the complete exclusion of the Promoter.
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Entire Land and/or the Whole Project.
- (xii) In terms of the memo no. CH-14/SE/CommI/R-16/444/2018 of Dakshin Haryana Bijli Vitran Nigam, Haryana (DHBVN), and Promoter is required to reserve 418.05 sqm (500 sqyds) of land for creating 33KV switching station and the same is to be surrendered to DHBVN. Alternatively, the switching station can be jointly provided with other developers at a location independent from the Whole Project. The Promoter hereby informs the Allottee(s) that it is also exploring options to provide switching station jointly with other developers at an independent place. At present, the Promoter has reserved and earmarked a portion of land admeasuring 418.05 sqm (500 sqyds) for creating provision for 33KV substation in the Residential Block Land. If in future the Promoter is required to surrender the Entire Land to DHBVN, the Residential Block Land will be reduced by 418.05 sqm (500 sqyds) and the Allottee(s) shall have no right, title or interest on such portion of the Residential Block Land.

- (xiii) Notwithstanding anything contained in this Deed, the Allottee(s) covenant that if the Promoter is required to refund any amount to the Allottee(s) due to any reason whatsoever, the Promoter shall have no liability to refund any taxes, levies, duties, charges, cess, duties etc. paid to any government authority.

13. COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

- 13.1 The Parties are entering into this Deed for the allotment of Unit with the full knowledge of all laws, rules, regulations, and notifications applicable to the Said Project/Whole Project.
- 13.2 That the Allottee(s) has entered into this Deed with the full knowledge and understanding of the nature of construction and the construction plan of the Promoter and the title documents, all Applicable Laws, notifications, bye-laws and rules applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Haryana in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee(s) has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.
- 13.3 That this Deed is subject to all the Applicable Law, rules, regulations, notifications, directives as may be applicable to the Said Project. The Allottee(s) has undertaken that henceforth it shall be solely, liable, responsible and accountable for violations, if any, of provisions of Applicable Law, rules, regulations or directions issued by any Competent Authority (ies) including but without limitation judicial / quasi-judicial authorities in respect of Unit which is subject matter of this Deed. The Allottee(s) undertakes to indemnify the Promoter in respect of any liability or penalty imposed in respect of the said Unit being hereby sold and conveyed by way of this Deed.
- 13.4 The Allottee(s) along with other allottees of the Whole Project/Said Project either themselves or through their Association, so formed, shall be liable and responsible for applying for and obtaining renewal of various approvals which are obtained/ required to be obtained for the Said Project/Whole Project and to ensure the compliance with applicable laws and the conditions under such approvals at all times. The Allottee(s) along with other allottees will also be responsible for obtaining various NOCs including but not limited to Fire NOC, Consent to Operate, there renewals and/or other statutory renewals which are required to be obtained for the Said Project/Whole Project in future after receipt of occupancy certificate for the Said /Whole Project. The Allottee(s) and allottees of other units and/or Association without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals and shall also ensure that they always comply with the conditions of such approvals and NOC(s). Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals or non-compliance of the conditions of approvals or NOC(s) shall not cast any liability on the Promoter.

14. PROVISIONS OF THIS DEED AND AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES/OCCUPANTS OF THE UNIT

- 14.1 It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and in the Agreement and the obligations arising hereunder in respect of the Unit and the Said Project and Whole Project shall equally be applicable to and enforceable any and all occupiers, tenants, licensees and/ or subsequent vendees / assignees / transferees of the Unit, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the terms and conditions of this Deed have been made a part and parcel of the subsequent documentation done regard the lease, license, transfer, assignment etc.
- 14.2 The Allottee(s) acknowledges and agrees that he/she/it/they shall continue to remain bound by such terms and conditions of the Agreement, executed between the Allottee(s)/ predecessor-in-interest of Allottee(s) and the Promoter, attach to the Unit and shall survive this conveyance within the meaning of section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the Agreement shall be deemed to be incorporated in this Deed by reference and as such form part of this Deed. In the event of there being any conflict inter-se the terms and conditions of aforesaid Agreement and the clauses contained in this Deed, the Deed shall prevail over the Agreement.

15. DISPUTES

- 15.1 All or any disputes arising out of or touching upon or in relation to the terms of this Deed or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- 15.2 In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Deed, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

16. SEVERABILITY:

- 16.1 If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of this Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the Applicable Laws, as the case may be, and remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

17. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS DEED:

- 17.1 Wherever in this Deed it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Whole Project / Residential Block, the Allottee(s) will be under an obligation to pay such payment which shall be bifurcated between the Apartment owners of Residential Block / Whole Project in the proportion which the Carpet Area of the Unit bears to the total carpet area of all the Apartments in the Residential Block / Whole Project, as the case may be.

18. STAMP DUTY

- 18.1 That the Allottee(s) confirms that the Allottee(s) alone shall be responsible for payment of all expenses for the execution and registration of this Deed and for the completion of this Deed, including cost of the stamp duty, registration and other incidental charges and expenses. This Deed in respect of the transaction involved herein, is valued for the purposes of stamp duty at Rs. [●] (Rupees [●] only) (which includes BSP, electricity and other utility infrastructure charges) in terms of the Indian Stamp Act, 1899 as applicable to the State of Haryana. Any deficiency in the stamp duty as may be determined by the Sub-Registrar of Assurances / any Competent Authority (ies) along with the consequent penalties / deficiencies as may be levied in respect of the said Unit conveyed by this Deed shall be borne and paid by the Allottee(s) exclusively. Further, the Allottee(s) has also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of government/statutory or other local authority, the same, if applicable, shall also be payable by the Allottee(s). In any event, the Promoter shall have no liability in terms of the deficiency of stamp duty or any other provision of Applicable Laws. The Promoter shall not in any manner be liable for the same and accepts no responsibility or liability in this regard and that the Allottee(s) shall keep the Promoter indemnified in this regard.

19. FURTHER ASSURANCES:

- 19.1 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

- 19.2 The Allottee(s) confirms that he/ she/ it shall, prior to alienating/ re-selling the Unit to any other person, obtain NOC/ No Objection from the Promoter / Maintenance Agency / Association, as the case may be and clear his/ her/ its entire dues or outstanding including towards maintenance charges or utility charges, etc.; failing which, it shall be deemed that the new Allottee(s) / intending purchaser is aware of the outstanding dues and has stepped into the shoes of the Allottee(s) and shall be liable to clear all the previous outstanding dues, interests, etc. from his/ her/ its own pocket. The Allottee(s) shall incorporate such similar terms and conditions of this Conveyance Deed in subsequent sale deed and so on.
- 19.3 The Allottee(s) agrees and confirms that the Promoter has completed and discharged all its obligations as detailed under the Agreement and this Deed and the Allottee(s) shall have no claim on any account whatsoever against the Promoter under/or in respect of the Unit/Agreement/ this Deed.
- 19.4 The Allottee(s) confirms and undertakes to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Project, or the Unit, common areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, in good and tenantable repair and maintain the same in a fit and proper condition.
- 19.5 The Allottee(s) hereby agrees and undertakes to be a member of the Association and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association. The Allottee(s) shall observe and perform all the rules, regulations of the Association that may be specified in detail by the Association. The Allottee(s) shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Association or the Maintenance Agency, as the case may be.
- 19.6 The Promoter has made it expressly clear to the Allottee(s) that the rights of the Promoter in the Unit conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DTCP and/or any other statutory authority(ies). The Allottee(s) shall observe all terms and conditions of this Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Said Project by virtue of the License granted by the DTCP and shall also abide by the Applicable Laws.
- 19.7 The Allottee(s) confirms and acknowledges that the Allottee(s) shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rules including provisions of the Act, regulation or direction by the competent Governmental Authority; and that the Allottee(s) shall indemnify the Promoter for any demands, proceedings, damages, suits, actions, judgments, orders, costs, losses, liability, penalty, claims and expenses (including legal expenses), and/ or charges that it may incur or suffer in that behalf.
- 19.8 That the Allottee(s) in its individual capacity as well as the prospective member of the Association hereby confirms and agrees that subject to Section 22 of the Haryana Apartment Ownership Act, 1983 and / or any other Applicable Laws, in the event of any development of the Project Land at any time in future, on account of any reason(s) whatsoever, the Promoter shall be offered the right of first refusal for carrying out such the development of the Project Land. This clause shall survive the conveyance of the said Unit.

IN WITNESS WHERE OF PARTIES HEREIN ABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS DEED AT IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

Signed and delivered by the within named Allottee(s) in the presence of witnesses on

Passport size photograph (First- Allottee)	Passport size photograph (Second- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second- Allottee)

**Signed and delivered by the within named Promoter in the presence of witnesses at
..... on**

<u>PROMOTER</u> For and on behalf of M/s Ashiana Housing
Name
Signature
Designation

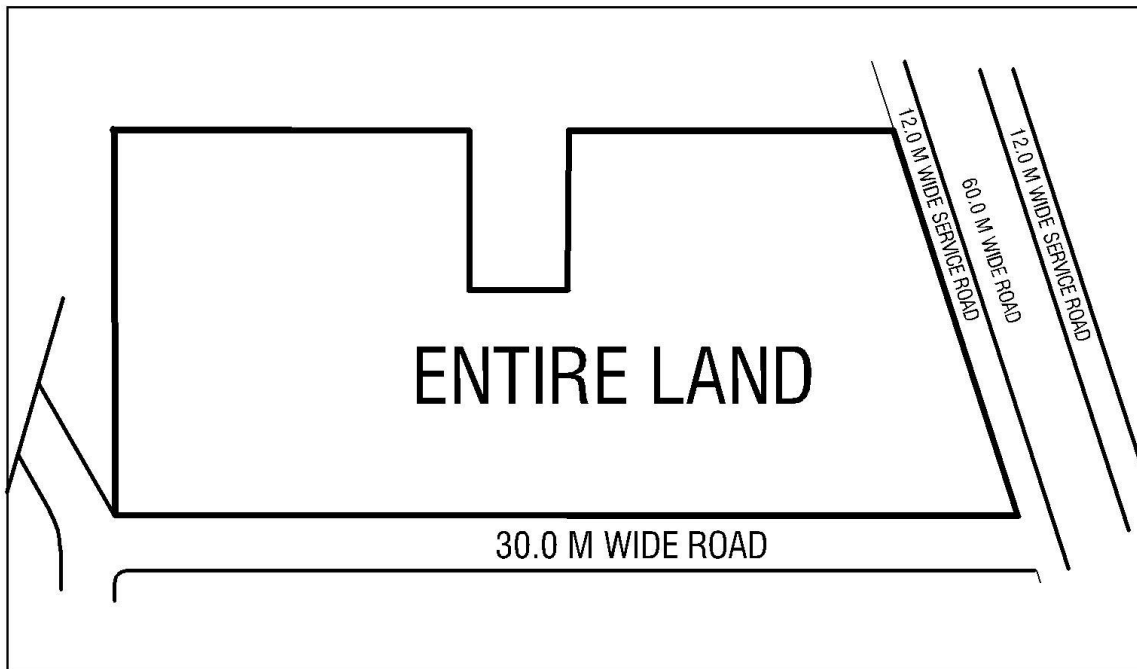
<u>WITNESSES</u>
1- Signature
Name
Address
2- Signature
Name
Address

PART I OF SCHEDULE A

DESCRIPTION OF ENTIRE LAND

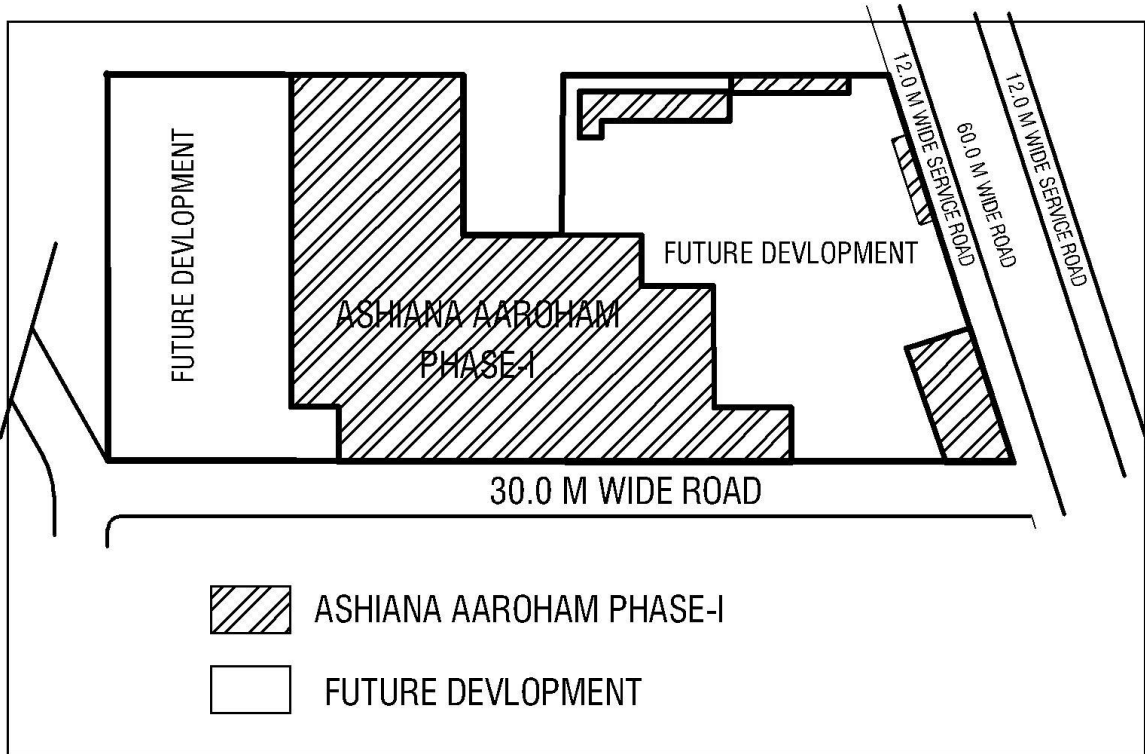
Situated at	Area (in Acres/ meters)
Plot bearing No-GH-4 ,Sector-80, Manesar, Tehsil Manesar, District Gurugram, Haryana	43708 sqm (10.80 acres)

Demarcation of Entire Land into Residential Block Land, Convenient Shopping Block Land.



PART II OF SCHEDULE A

**DESCRIPTION OF PROJECT LAND WITH DEMARCATION OF ASHIANA AAROHAM
PHASE I**



SCHEDULE B

DESCRIPTION OF THE UNIT

- a. Unit No. _____
- b. Floor: _____
- c. Type: _____

- d. Carpet Area: _____ sq. mtr. (sq. ft.).
- e. Exclusive Balcony: _____
Balcony one: _____ sq. mtr. (sq. ft.)
Balcony two: _____ sq. mtr. (sq. ft.)

PART I OF SCHEDULE- C

TOTAL PRICE OF THE UNIT

The Total Price of the Unit is Rs. _____ (Rs. _____ only) is as follows:

PART I OF SCHEDULE D

COMMON AREAS, AMENITIES AND FACILITIES FOR THE WHOLE PROJECT

1. Guard Room
2. Community Building
3. Swimming Pool
4. Sports Facilities
5. Green & Landscape facilities
6. Sewer System and Sewer Treatment Plant
7. UGT & Pump Room
8. Electrical Sub Station
9. DG Sets
10. Basement
11. Nursery School/Learning Centre
12. Kids Play Areas
13. Basement vehicle Parking within the limits of Residential Block

PART II OF SCHEDULE D

COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR RESIDENTIAL BLOCK

- 1) Guard Room
- 2) Community Building
- 3) Swimming Pool
- 4) Sports Facilities
- 5) Kids Play Areas
- 6) Green & Landscape facilities
- 7) Sewer Treatment Plant
- 8) UGT & Pump Room
- 9) Electrical Sub Station
- 10) DG Sets
- 11) Basement vehicle Parking within the limits of Residential Block
- 12) Nursery School/Learning Centre

Note-Any common areas and facilities located in Residential Block Land shall be reserved exclusively for Residential Block unless specifically mentioned as common area of the Whole Project and to be used by both Residential and Convenient Shopping Block

PART III OF SCHEDULE D

COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR CONVENIENT SHOPPING BLOCK

- 1) Green Space (within the boundaries of Convenient Shopping Block)
- 2) Lobby, Staircases etc.

Note- Any common areas and facilities located in Convenient Shopping Block Land shall be reserved exclusively for Convenient Shopping Block unless specifically mentioned as common area of the Whole Project and to be used by both Residential and Convenient Shopping Block

PART I OF SCHEDULE E

**COMMON AREAS, AMENITIES AND FACILITIES OF THE WHOLE PROJECT
DEVELOPED WITH SAID PROJECT**

1. Guard Room
2. Community Building
3. Swimming Pool
4. Sewer Treatment Plant (Part)
5. UGT & Pump Room
6. Electrical Sub Station
7. DG Sets (Part)
8. Basement vehicle Parking within the limits of Residential Block

PART II OF SCHEDULE E

**COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR RESIDENTIAL
BLOCK BEING DEVELOPED WITH SAID PROJECT**

1. Guard Room
2. Community Building
3. Swimming Pool
4. Sewer Treatment Plant (Part)
5. UGT & Pump Room
6. Electrical Sub Station
7. DG Sets (Part)
8. Basement vehicle Parking within the limits of Residential Block

PART III OF SCHEDULE E

**COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR CONVENIENT
BLOCK BEING DEVELOPED WITH SAID PROJECT**

- 1) Green Space (within the boundaries of Convenient Shopping Block)
- 2) Lobby, Staircases etc.

ANNEXURE I
BOARD RESOLUTION

ANNEXURE II

FLOOR PLAN