

CONVEYANCE DEED

1. Nature of document	-	Conveyance Deed
2. Village/Block	-	
3. Tehsil	-	
4. District	-	
5. Area of Unit/Shop	-	
6. Sale Consideration	-	
7. Stamp Duty	-	
8. Stamp No. /Date	-	
9. Stamp GRN	-	
10. Registration Fee	-	
11. Commercial/residential	-	
12. Unit Type	-	
13. Property Address	-	

This Conveyance Deed ("**Deed**") is executed on this _____ day of _____, 202_ at Gurugram, Haryana:

BY AND BETWEEN

REGIONAL CONSTRUCTION PRIVATE LIMITED. (CIN No-_____), a Company incorporated under the provisions of the Companies Act, 2013, and the company is Private Limited having its registered office at _____ and corporate office at _____, represented by its authorized signatory _____ (Aadhaar no. _____) duly authorized vide board resolution dated _____ (hereinafter referred to as the "**Vendor**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its assigns);

IN FAVOUR OF

Mr./Ms. _____, (Aadhaar No. _____) son/ daughter of _____, aged about _____, residing at _____, (PAN No. _____), **and** Mr. /Ms. _____, (Aadhaar No. _____) son/ daughter of _____ aged about _____, residing at _____, (PAN No. _____) (hereinafter called the "**Vendee(s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

The Vendors and Vendee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Vendor has purchased the licensed land admeasuring _____ square meters (equivalent to 15acres) from the erstwhile owners and License Holder of License No. _____ vide Sale Deed No. _____ dated _____ duly registered in the office of Sub-Registrar, District Sohna, Haryana.
- B. The Director General, Town and Country Planning, Haryana ("**DGTCP**") has transferred the license No. _____ of the erstwhile owners to the Vendor vide its Memo dated _____ read with Order dated _____ in accordance with the applicable laws.
- C. That DGTCP has granted license No. _____ dated _____ in favour of the Vendor for setting up of Commercial Project by way of migration from License No. _____, for the Land situated at Village Sohna, District Sohna, Haryana for using the aforementioned Land for the development of Commercial Project.
- D. The Vendor is the absolute and lawful owner and in peaceful possession of Licensed land admeasuring _____ square meters (equivalent to 15acres) at Village Sohna,

Tehsil & District Sohna, Haryana (hereinafter referred to as "Land") which is more particularly described in **Schedule - A** hereto.

- E. The Vendor has developed the Commercial Project on the Land under the name and style of "EKAM COURTYARD" (hereinafter referred to as the "Project") for development of commercial units/ shops.
- F. The Vendor has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority, Huda Complex, Sector-6, Panchkula – 134109 on _____ under registration no. _____.
- G. The Vendor has obtained the approval of the layout plan vide approval bearing no. _____ dated _____ ("Approved Layout") from the office of _____ for development of the Project;
- H. The Vendee(s) had applied to the Vendor for the allotment of a commercial units/ shops in the Project vide the application form dated _____ and basis the terms and conditions as are more specifically detailed in the Agreement for Sale dated _____ bearing registration no. _____, in Book no. I, Volume no. _____, on pages _____ to _____, duly registered in the office of Sub-Registrar, District Sohna, Haryana on _____ ("Agreement"), the Vendor has allotted the commercial units/ shops bearing no. _____, area admeasuring _____ sq. mtrs. (approx.) (_____ sq. yds.), in the Project, situated in the Village Sohna, District Sohna, Haryana, (hereinafter referred to as the "Project") along with right to use the common areas (as detailed in Schedule B hereto) ("Common Areas"). The Unit/Shop is more particularly described in **Schedule A** hereto.
- I. The Vendee(s) has verified and the Vendor has allowed the Vendee(s) the inspection of the Project Land, layout plans, ownership records of the Project Land and other documents relating to the area, title, competency and all other relevant details and the Vendee(s) hereby acknowledges that the Vendor has readily provided all information and clarifications as required. The Vendee(s) has also not relied upon, and is not influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, statements or estimates of any nature whatsoever, whether written or oral, made by any person other than the Vendor or their authorized representatives. The Vendee(s) has relied solely on his/ her personal judgment in deciding to enter into this Agreement and to purchase the Unit/Shop (*as defined herein below*). Further, the Vendee(s) is fully satisfied in all respects with regard to the area, right, title, all other stated facts, interest and authority of the Vendor to sell the commercial units/ shops, to enter into this Deed;
- J. The Vendor is executing this Deed in favour of the Vendee(s) for absolute sale, transfer, conveyance, assignment, grant and delivery of the Unit/Shop for which the Vendee(s) has full knowledge of all applicable rules, regulations, notifications, bye laws, local laws etc.

NOW, THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in accordance with the terms of the Agreement and the terms and conditions contained in this Deed and in consideration of the Total Price amounting to Rs. _____/- (Rupees _____ Only) ("**Total Price**") paid by the

Vendee(s) and received by the Vendor, the Vendor doth hereby sell, convey, transfer, assign and grant the commercial units/ shops along with right to use the Common Areas, by way of this Deed, from all encroachments, charges and liens, together with right to use of all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the commercial units/ shops.

2. The Total Price of the commercial units/ shops includes recovery of price of land, development of the Project and the Common Areas of the Project as detailed in Schedule B, Development Charges, Taxes, cost of providing electric wiring, electrical connectivity, water line and plumbing to a specific point in the Common Areas of the Project etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
3. The Vendee(s) confirm having paid the pro rata share of Development Charges or any other applicable taxes as part of the Total Price of the Unit/Shop as levied by the concerned Governmental Authority upto the date of execution of this Deed. In case the demand of Development Charges or any other applicable taxes is made by the concerned Governmental Authority, after the execution of this Deed, then in that event, the Vendee(s) shall pay the proportionate demand raised by the Vendors on the Vendee(s) which shall be paid by the Vendee(s) within the stipulated period as may be mentioned in the demand notice, failing which, the Vendee(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 Vendor shall be entitled to take all actions as is available to the Vendor as per the applicable laws. The Vendee(s) further confirm to indemnify the Vendor in this regard.
4. The Vendee(s) confirm and undertake to pay, 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 and if the Unit/shop is not assessed separately, then such taxes, fees or cess shall be paid by the Vendee(s) in proportion to the area of unit/Shop in the Project. In cases wherein such taxes and charges are payable by the Vendor/ association of owners ("**Association**")/ Maintenance Agency, as the case may be, on behalf of the Vendee(s), then in such cases, the Vendee(s) shall be liable to reimburse the same to the Vendor/ Association/ Maintenance Agency, as the case may be, within ____days from the date of notice issued by the Vendor / Association/ Maintenance Agency, as the case may be, in this regard, failing which the Vendor / Association/ Maintenance Agency, as the case may be, shall be entitled to the applicable interest as prescribed under the Act.
5. The Vendee(s) further agree that if the Unit/Shop or any other right being conveyed hereunder is not assessed separately for property tax from the other Unit/Shop in the Project, then the Vendee(s) shall pay the same on proportionate basis as determined and demanded by the Association or the Vendor, as the case may be, which shall be final and binding on the Vendee(s). However, if the Unit/Shop is assessed separately from the other units in the Project, then in such cases, the Vendee(s) shall pay the property tax directly to the competent Governmental Authority on demand being raised by the competent Governmental Authority.
6. The Vendee(s) confirm that subject to the terms and conditions of this Deed, the Vendor had conveyed to the Vendee(s) only the following rights with regard to the Unit/Shop:

- (i) The Vendee(s) shall have exclusive ownership of the Unit/Shop.
- (ii) The Vendee(s) shall also have undivided proportionate share in the Common Areas of the Project as detailed in **Schedule B**. Since the share / interest of Vendee(s) in the Common Areas as detailed in **Schedule B** is undivided and cannot be divided or separated, the Vendee(s) shall use the Common Areas as detailed in **Schedule B** along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

That except the Unit/Shop hereby agreed to be sold to the Vendee(s), the Vendor shall not have any ownership right in any other part of the Project. The Vendee(s) shall have right to use the Common Areas and other common facilities and services within the Project harmoniously along with other Unit/Shop owners, maintenance staff etc., without making any unauthorized constructions or encroachments; or causing any inconvenience, obstruction, or hindrance/annoyance of any nature; or causing noise pollution by use of loudspeakers or otherwise; or throwing or accumulating rubbish, dust, garbage or refuse anywhere, save and except at the areas specially earmarked for the said purpose, and such right to use shall be subject to timely payment of maintenance charges.

- 7. The Vendee(s) understand and acknowledge that the Unit/Shop shall be/has been handed over to the Vendee(s) on as-is where-is basis along with an electricity, water and sewerage connecting to a specific point in the Project. The electricity connection at the Unit/Shop shall be applied to Competent Authority /DHBVN etc. and installed by the Vendee(s) himself/ herself at his/ her own cost and shall not be the responsibility of the Vendor. Similarly, the responsibility and the cost of connecting water and sewerage connection to the main line shall also be borne and incurred by the Vendee(s) at his/ her/ its sole cost and expenses. It is hereby clarified that the Vendee(s) shall apply to the Vendor/ electricity service provider, as the case may be, for provision of the electricity and pay the electricity connection charges ("ECC") in that regard, without any demur or cavil. From the date of execution of this Deed, the Vendee(s) shall not be entitled to raise any dispute, objection or contention whatsoever in this regard. It is further clarified that Vendee(s) cannot affix any cables/wires for electricity, satellite television, telephone/internet connection in the open air and shall follow the process and guidelines stipulated by the Vendor.
- 8. The Vendee(s) hereby acknowledge and understand that the occupancy certificate for the Unit/Shop would be a pre-requisite to the application of any connections related to sewerage/ any other connection on the Unit/Shop, as may be directed by the competent authority. The Vendee(s) undertake not to make any sort of tapping, tempering or unauthorized connections to the services laid by the Vendor and connections would be made by the authorized/ nominated persons/ agencies appointed by the Vendor only, at the cost and expenses of the Vendee(s). In case, any unauthorized tapping/ tempering/ unauthorized connections are detected, the Vendee(s) shall be solely liable for payment of penalty as assessed solely by the Vendor.
- 9. The Vendee(s) is aware that the common services such as sewerage, storm water drainage, water connection, power supply etc. are passing through or under the Unit/Shop and he/ she/ it has no objection to it.

10. The Vendee(s) has relied on his/ her own judgment and investigation while purchasing the Unit/Shop. The Vendor hereby disclaim to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in this Deed. The Vendee(s) hereby confirm and acknowledge that no oral or written representations or statements shall be considered to be part of this Deed and this Deed read with the Agreement are self-contained and complete in all respects;
11. The Vendee(s) acknowledge and confirm that the Vendee(s) has read and understood the Act and the corresponding rules, regulations and the implications thereof in relation to the various provisions of this Deed and the Vendee(s) is in full agreement with the provisions of this Deed in relation to the Act and the corresponding rules, regulations and shall comply and shall be bound by the provisions of the Act and the corresponding rules, regulations as and when applicable and from time to time or any statutory amendments or modifications thereof or the provisions of any other law(s).
12. The Vendee(s) undertake to join/ has joined the Association and paid fees, charges thereof and completed such documentation and formalities as may be deemed necessary by the Association for this purpose.
13. The Vendee(s) agree and acknowledge that all the undertakings and affidavits filed by the Vendor for grant of the various approvals for the Project shall be binding on both the Vendee(s) and the Association, as applicable. Also, the conditions stipulated in various approvals including but not limited to those granted by Competent Authority, Environmental Bodies, Fire Department etc. have been disclosed to the Vendee(s) and shall be complied and adhered to by the Vendee(s) and Association at all times.
14. The Vendee(s) agree and accept that Association after receiving the Common Areas of the Project, be liable and responsible for applying, or obtaining the renewals of statutory approvals which are required for the Project in future and shall fully adhere to all the commitments/ obligations under the statutory approvals granted for the Project. The Association without any reference to the Vendor shall be entitled to approach the concerned Governmental Authority for any such renewals. Any failure in this regard shall be the sole responsibility and liability of the Association without any reference to the Vendor.
15. The Vendee(s) specifically recognizes that the Unit/Shop purchased by him/ her is situated in a Project. The Vendee(s) is also aware that the Project shall require the maintenance and unless the Project is not provided the maintenance and the maintenance agreement is not executed thereof between the Vendee(s) and the Maintenance Agency / Vendor / Association / competent authority, as the case may be, the full utility of the Project cannot be availed by the Vendee(s). It is for these, amongst other reasons, that the Vendee(s) has agreed to execute the maintenance agreement on the specific understanding that the right to use the Common Areas shall be subject to payment of maintenance charges, all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc., by him/ her, amongst other charges, as determined by the Maintenance Agency and agreed by the Vendee(s) in the maintenance agreement. The Vendor, for the purposes of carrying out such maintenance for the Project, may employ/ hire a Maintenance Agency appointed for the said purposes. The Vendee(s) shall enter into

a separate maintenance agreement with the Maintenance Agency, which shall clearly specify the scope, terms and conditions for provisions of the maintenance of the Project. The Vendee(s) agree to unconditionally comply with provisions of the maintenance agreement that may be entered into by him/ her with the Maintenance Agency and further comply with all rules, regulations, directions etc. framed by the Maintenance Agency.

16. The Vendee(s) understand that the deposit of the interest free maintenance deposit ("IFMSD") is to ensure the timely payment of total maintenance charges. The Vendee(s) undertake to always keep deposited IFMSD with the Maintenance Agency / Association. In case of failure of the Vendee(s) to pay the maintenance charges or any other charges on or before the due date, the Vendee(s) shall not have the right to avail the maintenance services and the Association / Maintenance Agency shall have the right to adjust, in the first instance, the interest accrued on the IFMSD against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, the Vendee(s) confirm that the Association / Maintenance Agency shall adjust the principal amount of the IFMSD against such defaults. If due to such adjustment in the principal amount, the IFMSD falls short, then the Vendee(s) hereby undertake to make good the resultant shortfall within 15 (fifteen) days from the date of demand by the Vendor / Association / Maintenance Agency. In the event of such shortfall, the Association or its nominee(s) shall have the right to withhold such maintenance services, as may be provided by the Association. The Association and its nominee(s) 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 Vendee(s) in payment of maintenance charges. The Vendee(s) undertake to pay such increases within 15 (fifteen) days of demand by the Association. The decision of the Association for increasing of IFMSD shall be final and binding on the Vendee(s). Over and above the IFMSD, the Vendee(s) has also deposited with the Vendor, the Sinking Fund, which shall be used for replacement/ repair of fixed assets.
17. The Vendee(s) hereby confirms and agrees to pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other outgoings as may be demanded or called upon by the Vendor or the Maintenance Agency or the Association, including but not limited to the following charges: -
- (i) **Maintenance Charges:** These charges relate to maintenance and upkeep of Common Areas, and for general security and watch within the said Project;
 - (ii) **Electricity Charges:** The Vendee(s) shall pay the charges for the consumed electricity as per the meter reading, installed for the Unit/Shop;
 - (iii) **Connection Charges:** The Vendee(s) shall pay the charges for connection of electricity, water, sewerage or connection/installation of any other facility to the Unit/Shop;
 - (iv) **Other Charges:** The Vendee(s) shall pay all other charges, in terms of the Agreement/ maintenance agreement and /or as becomes applicable from time to time;
 - (v) **Power Back-up Charges:** The Vendee(s) shall pay the power back charges, from time to time, on the basis of actual consumption and as raised by the Maintenance Agency; and
 - (vi) The Vendee(s) shall, in addition to the above charges also pay for all taxes, levies, impositions and outgoings that may from time to time be levied against

the Project.

18. The Vendee(s) confirms and acknowledges that the maintenance charges and the maintenance services are more elaborately described in the maintenance agreement.
19. The Vendee(s) confirms that he/ she/ it shall, prior to alienating/ re-selling the Unit/Shop to any other person, obtain NOC/ No Objection from the Vendor or its nominated Maintenance Agency or the 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 Vendee(s) / intending purchaser is aware of the outstanding dues and has stepped into the shoes of the Vendee(s) and shall be liable to clear all the previous outstanding dues, interests, etc. from his/ her/ its own pocket. The Vendee(s) shall incorporate such similar terms and conditions of this Deed in subsequent sale deed and so on.
20. The Vendee(s) agrees and confirms that the Vendor has completed and discharged all their obligations as detailed under the Agreement and this Deed and the Vendee(s) shall have no claim on any account whatsoever against the Vendor under/or in respect of the Unit/Shop/Agreement/ Deed.
21. It is agreed that in case any structural defects in the Unit/Shop, if any applicable, or any other structural defect in the workmanship, quality or provision of services or any other obligations of the Vendor as per the Agreement relating to the Unit/Shop is brought to the notice of the Vendor within a period of 5 (five) years by the Vendee(s) from the date of handing over possession of the Unit/Shop or the date of obligation of the Vendor to give possession of the Unit/Shop to the Vendee(s), whichever is earlier, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor failure to rectify such defects within such time, the aggrieved Vendee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.
22. The Vendee(s) confirms to be solely responsible to raise construction over the Unit/Shop after the execution of this Deed without any recourse from the Vendor, of any nature whatsoever. The Vendee(s) shall abide by all applicable laws, Bye Laws, rules and regulations of the Association, municipal authorities, and/or local bodies, statutory authorities, while being in ownership, possession and use of the Unit/Shop and shall be responsible for all deviations, violations, or breach of any of the conditions with respect to the construction to be undertaken by the Vendee(s).
23. The Vendee(s) shall take prior permission from the Vendor / Maintenance Agency / Association/ competent authority; and submit its proposal to develop the Unit/Shop along with the copies of sanctioned building plans of the Unit/Shop approved by the competent authority. The Vendee(s) hereby undertakes to fulfill all the conditions imposed by the Vendor / Maintenance Agency /Association/competent authority in this regard.

24. The Vendee(s) confirms and undertakes to maintain the Unit/Shop at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Unit/Shop, Common Areas in the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit/Shop and keep the Unit/Shop, its walls, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition.
25. The Vendee(s) further represents, warrants, covenants and undertakes:
- (i) that upon taking over physical possession of the Unit/Shop, the Vendee(s) shall undertake the construction activity at the Unit/Shop only after obtaining all requisite permissions, approvals, etc. as may be required at his own costs and expenses. The Vendee(s) understands and acknowledges that in the zoning plan and/ or layout plan of the Project, approved by the concerned authority, there are restrictions/ stipulations, including but not limited to the number of floors, built-up area, height, setbacks, timelines for completion, etc. in relation to construction development on the Unit/Shop.
 - (ii) that the Vendee(s) shall deploy his/ her own employees/ resources in construction/ development of the building on the Unit/Shop;
 - (iii) that the Vendee(s) shall ensure that the construction/ development on the Unit/Shop are performed according to the terms and conditions of the sanctioned building plans and the applicable laws;
 - (iv) that the Vendee(s) shall ensure that (i) all the environment protection standards required at the construction site under the guidelines issued by National Green Tribunal are maintained; (ii) no pollution is caused in the vicinity; and (iii) no convenience is caused to any occupant of the Project, due to the construction activity over the Unit/Shop. The Vendee(s) shall keep the Vendor indemnified for any loss, loss of life, damage, penalty, cost imposed over the Vendor due to any negligent act of the Vendee(s)/ his/ her/ its contractors/ agents/ employees/ resources during the construction/ development on the Unit/Shop;
 - (v) that the Vendee(s) shall ensure that all precautions and safety methods are deployed at the construction site over the Unit/Shop;
 - (vi) that the Vendee(s) shall strictly observe all health, safety, environment policies, rules and instructions while undertaking the construction works on the Unit/Shop, as directed by any Governmental Authority/ Vendor / Maintenance Agency / Association etc.;
 - (vii) that the Vendee(s) has seen all documents/papers available with the Vendor in relation to the Project, including but not limited to the title documents, approvals, plans/sanction obtained from the competent authority and this Deed has been executed by the Vendee(s) after being fully satisfied about the rights, title and interest possessed by the Vendor over the Project. The Vendee(s) is completely aware of and has understood all limitations/obligations/ restrictions (if any) of the Vendor in respect thereof and confirm that he shall neither investigate the same further nor raise any objection whatsoever in this

respect;

- (viii) that the Vendee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Unit/Shop. However, the Vendee(s) may affix name plates / name boards only at the designated areas of the building on the Unit/Shop which may be constructed by the Vendee(s) in future of such sizes as may be previously approved in writing by the Vendor or the Association, as the case may be;
 - (ix) that the Vendee(s) shall not put up any signage depicting commercial activity on the Unit/Shop or house constructed thereat and maintain the aesthetics of the locality, nor shall cover or block common areas around the Unit/Shop. The Vendee(s) shall abide by all rules, regulations, directives, guidelines formed by the Society, local Authority, Vendor or the nominated Maintenance Agency for that purpose;
 - (x) that the Vendee(s) hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the applicable laws as may be in force and/or come into force in future in respect of the Project;
 - (xi) that the Vendee(s) shall have no right to make any pollution (including noise, air or water) by use of loudspeaker or otherwise and/ or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere in the Project.
 - (xii) that his/ her visitors or tenants (or anyone claiming under him/ her) shall not deface walls, smoke, litter or spit in the Common Areas of the Project. It is agreed by the Vendee(s) that the Vendor / Association/ Maintenance Agency have the absolute and unrestricted authority to make rules to enhance the quality of living standard of the Vendee(s) and in the event of violation of such rules/ instructions the Vendor / Association/ Maintenance Agency may impose fine or other impediments as the Vendor / Association/ Maintenance Agency deems fit.
 - (xiii) that the internal security of the Unit/Shop, shall be the sole responsibility of the Vendee(s). The Vendee(s) shall be responsible to ensure the safety and security in the Project and shall ensure to take necessary steps to prevent entry of unauthorized person/s into the Project, including the Common Areas of the Project, and to give an effective hand to the Vendor / Association/ Maintenance Agency to deal with unlawful entrants, loiterers, peddlers, etc.
 - (xiv) that the Vendee(s) shall, from time to time, sign all applications, papers, documents, maintenance agreement, service agreement and all other relevant papers, as required, and do all the acts, deeds and things as the Vendor / Association/ Maintenance Agency may require for safeguarding the interests of the Vendor and other Unit/Shop owners in the Project or required in any compliance of any statutory provisions existing in present or which may come in force in future.
26. The Vendee(s) further agrees and undertakes to make an interest free deposit of an amount of Rs. _____/- (Rupees _____ Only) ("**Construction Security Deposit**") with the Vendor or Maintenance Agency, to secure

its performance and compliance of all applicable laws, rules, regulations for carrying out construction on the Unit/Shop.

27. The Vendee(s) further agrees and undertakes to abide by the applicable laws, rules, and regulations with respect to the construction over the Unit/Shop and be liable for all liabilities, penalties, fines, levies, etc. in this regard. The Vendee(s) shall keep the Vendors indemnified in this regard. In the event, there is any non-compliance of any of the applicable laws, rules, regulations with respect to construction over the Unit/Shop, then the Vendor shall at all times have the right to forfeit/ deduct amounts from the Construction Security Deposit.
28. Subject to the due compliance by the Vendee(s) of all the applicable laws, rules, regulations, any term of the Agreement and this Deed, the Vendor will refund the Construction Security Deposit subject to any deduction, forfeiture within 90 (ninety) days of submission of copy of the indemnity bond to the Vendor.
29. The Vendee(s) undertakes to indemnify and keep the Vendor, other occupants and Maintenance Agency and its officers / employees fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by the Vendor, other occupants and/or the Maintenance Agency as consequence of breach of any of the terms and condition of this Deed as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Vendee(s) or on the part of his personnel and/or representatives. If any damage is caused to the adjoining Unit/Shop, Common Areas or to the Project on account of any act, negligence or default on part of the Vendee(s) or his/ her/ its agents, servants, guests, or invitees, the Vendee(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 Vendor or the Association or the Maintenance Agency or the competent authority, as the case may be.
30. The Vendee(s) is strictly prohibited from making any alterations or modifications in the Unit/Shop or outside the Unit/Shop to the structure or the services and systems laid out in the Project including any changes that would lead to disruption of services laid out in the Project or under the Unit/Shop for the use by one or more Vendee(s) in the Project.
31. The Vendee(s) undertakes and agrees not to use the Unit/Shop for any purpose other than commercial or in a manner that is prohibited, irregular or that may cause nuisance or annoyance to other owners in the Project or for any illegal or immoral purpose. The Vendee(s) shall indemnify the Vendor, Association or its nominee against any penal action, damages or loss due to misuse by the Vendee(s).
32. The Vendee(s) agrees that the Unit/Shop shall not be partitioned, joined, consolidated, sub- divided, fragmented, or amalgamated in any manner as this will be a clear breach of the conditions contained in the zoning plan/ lay out plan approved by the concerned authority or any other competent authority.
33. The Vendee(s) covenants to the Vendor to pay from time to time all amounts which the Vendee(s) is liable to pay and observe and perform all his covenants, conditions and obligations under this Deed. The Vendee(s) agrees to keep the Vendor and its employees, agents and representatives, estate and effects, indemnified and harmless

against all costs, losses, expenses, injuries, or damages that the Vendor may suffer as a result of non-observance or non-performance of the covenants and conditions as set out in the Agreement/ Deed.

34. The Vendee(s) confirms having borne and paid all expenses for the completion of this Deed, including cost of stamp duty, registration and other incidental charges. This Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at Rs. _____ /-(Rupees _____ only) in terms of the Indian Stamp Act, 1899 (applicable to the state of Haryana). In case if any deficiency is payable on the same due to change or interpretation of applicable laws, notifications, orders, etc., as may be determined by the Sub-Registrar/ concerned authority, along with consequent penalties/deficiencies as may be levied in respect of the Unit/Shop conveyed by this Deed shall be borne by the Vendee(s) exclusively and the Vendor accept no responsibility in this regard.
35. The Vendee(s) acknowledges that if any clause of this Deed shall be determined to be void or unenforceable under any Applicable Law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws; and the remaining provisions of this Deed shall remain valid and enforceable in law.
36. The obligations undertaken by the Vendee(s) under this Deed shall run with the Unit/Shop irrespective of the owner of the Unit/Shop for the time being and such obligations and terms shall survive the conveyance/ sale/ transfer of the Unit/Shop and be binding on the subsequent transferee, successors in interest and any Person claiming through the Vendee(s). The Vendee(s) shall be bound to disclose these conditions (including the conditions and restriction to transfer) in any document executed by the Vendee(s) in future and he/ she/ it shall in turn bind the transferees, successors in interest and/ or any Person claiming under him/ her/ it in the future and no owner shall, for the time being of the Unit/Shop shall be entitled to put up the defense of non-disclosure of, or lack of knowledge in this regard at any time.
37. The Vendor has made it expressly clear to the Vendee(s) that the rights of the Vendor in the Unit/Shop conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the concerned authority and/or any other statutory authority(ies). The Vendee(s) shall observe all terms and conditions of this Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the approvals granted by the concerned authority and shall also abide by the applicable laws.
38. The Vendee(s) confirms and acknowledges that the Vendee(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 Vendee(s) shall indemnify the Vendor 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.
39. The Vendee(s) has understood that his/ her rights with regard to the Unit/Shop are limited to those mentioned in the Deed, and the Vendee(s) has not contracted with the Vendor for any other right of any nature whatsoever.

40. It is hereby acknowledged and agreed by the Vendee(s) that in the event the Vendee(s) avails any financial assistance from any bank, financial institution or a company with whom a tripartite agreement has been separately executed for financing the Unit/Shop, or where the Vendor has given their permission to mortgage the Unit/Shop to any bank, financial institution or company for extending the loan to the Vendee(s) against the Unit/Shop, the Vendor shall not be responsible towards any other third party, who has made payments or remittances to the Vendor on behalf of the Vendee(s) and any such third party shall not have any right against the Unit/Shop or the Vendor whatsoever. The Vendor shall issue the payment receipts only in favour of the Vendee(s). Notwithstanding the above, the Vendee(s) is and shall remain solely and absolutely responsible for ensuring and making all the payments/ Total Price in terms of this Deed.
41. The Vendee(s) has agreed and acknowledged that, the Project is in accordance with the provisions of the Haryana Apartment Ownership Act, 1983, and the rules and regulations of the concerned authority.
42. The Vendee(s) has understood that the Vendor shall have the absolute right, without requiring any approval or consent of the Vendee(s) to make any alterations, additions, improvements or repairs, ordinarily or extraordinarily in relation to any unsold Unit/Shops in the Project and the Vendee(s) agrees not to raise any objection or make claims on this account from the Vendor. The Vendor undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the layout plan and specifications has been approved by the Governmental Authorities and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority or any areas earmarked for any future development or other lands and legally acquired additional FAR, ground coverage and density etc., or as provided in the Act and this Deed. However, pursuant to any notification/ amendment in the Policy, that may be applicable to the Project, the Vendors shall be entitled to undertake additional construction, the Vendee(s) hereby provides its consent to such additional construction without any further recourse to the Vendee(s).
43. The Vendee(s) confirms that wherever in this Deed, it is stipulated that the Vendee(s) has to make payment in common with the other Unit/Shop owners in the Project, the same shall be in proportion with the area of the Unit/Shop to the area of all the Unit/Shops in the Project.
44. That all the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the Laws of India. The Courts, Tribunals, Quasi-Judicial Authorities at Gurugram and Haryana alone shall have jurisdiction.

IN WITNESSES WHEREOF, the Parties have executed this Deed on the place, day, month

and year first above written in the presence of the following witnesses

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Signed & delivered by

Signed & accepted by

Within named **VENDOR**
For **REGIONAL CONSTRUCTION**
PRIVATE LIMITED

within named **VENDEE**

(Authorized Signatory)

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE A

Description of the Unit/Shop

Unit/Shop bearing no. _____, Block no. (if any) __, having an area of _____Sq. Mtrs. /_____ Sq. Yards (approx.), in the Project, named as in “**EKAM COURTYARD**”, Village Sohna, Tehsil & District Sohna, Gurugram, Haryana, which is bounded as under:-

SCHEDULE B

COMMON AREAS, AMENITIES AND FACILITIES OF THE PROJECT

- (i) The internal roads, pathways, driveways and common entrances and exits to the Project;
- (ii) Installations of central services such as electricity, water and sanitation, system for water conservation and renewable energy, sewage treatment plant, solid waste management and disposal systems;
- (iii) The water tanks of the Project if any, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (iv) All other portions of the Project necessary or convenient for its maintenance, safety, etc., and in common use.
- (v) The parks and landscape features in the Project;
- (vi) electrical / plumbing / shafts and service ledges; and
- (vii) Watchman's cabin(s) at entry and exits of the Project.

Annexure-I

LAYOUT PLAN OF THE PROJECT

Annexure-II

LAYOUT PLAN OF UNIT/SHOP