

CONVEYANCE DEED

THIS DEED OF CONVEYANCE ("Conveyance Deed") is executed at Gurugram, on this [•] day of [•], 2023;

BY & AMONGST

Raj Buildwell Private Limited, CIN: U70109DL2006PTC149373, a company registered under the provisions of the Companies Act, 1956, having its registered office at 41A, Ring Road, Lajpat Nagar –IV, Captain Gaur Marg, New Delhi – 110024, through its Authorized Signatory namely Mr. [•], duly authorized in this behalf vide board resolution passed in the board meeting held on [•] (hereinafter referred to as the "**Vendor**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns);

[AND]

[If the Vendee is an Individual]

Mr./Ms. [•], (Aadhar No. [•]) son/ daughter of [•], aged about [•], residing at [•], (PAN No. [•]), and Mr. /Ms. [•], (Aadhar No. [•]) son/ daughter of [•] aged about [•], residing at [•], (PAN No. [•]) (hereinafter called the "**Vendee**" 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);

[OR]

[If the Vendee is a Partnership]

[•], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [•], (PAN No. [•]), represented by its authorized partner [•], (Aadhar No. [•]) authorized vide [•], (hereinafter referred to as the "**Vendee**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/ her/ their assigns);

[OR]

[If the Vendee is 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 No. [•]), represented by its authorized signatory [•] (Aadhar No. [•]) duly authorized vide board resolution dated [•], (hereinafter referred to as the "**Vendee**" 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);

[OR]

[If the Vendee is a HUF]

Mr. [•], (Aadhar No. [•]) son of [•] aged about [•] for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business / residence at [•], (PAN No. [•]) (hereinafter referred to as the "**Vendee**" 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);

The Vendor and the Vendee are individually referred as a '**Party**' and collectively be referred to as the '**Parties**' as and where the context demands.

WHEREAS:

- A. The Vendor is fully entitled, seized and possessed of the land admeasuring 109 Kanal 09 Marla (13.6775 acres), comprised in Rectangle no. 11, Khasra nos. 3/2/2 (3-12), 4 (7-11), 5 (7-11), 6 (8-0), 7/1/2 (4-10), 15/2 (7-14), 16/1/1 (1-14); and Rectangle no. 12, Khasra nos. 1/1 (3-12), 1/2 (3-19), 2 (6-3), 3 (7-11), 8 (8-0), 9 (8-0), 10/1 (3-4), 10/2 (4-16), 11 (8-0), 12/1 (6-13), 12/2 (1-7), 20/1 (7-12), situated in the revenue estate of Village Fazilpur Jharsa (Sector 71) Tehsil Badshahpur, District Gurugram, Haryana ("**Project Land**");
- B. The Vendor has obtained the license bearing no. 33 of 2021 dated July 08, 2021 ("**License**") from the office of Director Town and Country Planning, Haryana ("**DTCP**") for plotted development over the Land, under the Policy i.e. '*the Deen Dayal Jan Awas Yojana*' i.e. Haryana Affordable Plotted Housing Policy, 2016 (Deen Dayal Jan Awas Yojana) notified by Government of Haryana vide Notification No. PF-27A/6521 dated April 01, 2016 ("**Policy**") and any amendments thereto, for affordable Plotted Housing Colony project under the name and style of 'One Good Earth' ("**Project**");

Vendor

Vendee

- C. The Vendor has obtained the layout plan approved from the office of DTCP, vide its drawing bearing no. DTCP-7817 dated July 08, 2021;
- D. The Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("Act") with the Haryana Real Estate Regulatory Authority at Gurugram ("Authority") on [•] under registration no. [•] under registration bearing no. [•] of 2021;
- E. The Vendor has approached the Vendee with its desire to purchase the units in the Project; and relying on the representations, warranties and assurances of the Vendee, the Vendor has agreed to allot and sell the residential plot bearing no. [•], Block no. [•], having area admeasuring [•] sq. mtrs. (approx.) ([•] sq. yds.), in the Project, situated in the revenue estate of Village Fazilpur Jharsa, Sector-71, Tehsil Badshahpur, District Gurugram, Haryana (hereinafter referred to as the "Said Plot") along with right to use the common areas (as detailed in Schedule B hereto) ("Common Areas"). The Said Plot is more particularly described in Schedule A hereto;
- F. The Vendee acknowledges and confirms that he/ she/ it has seen, verified and has satisfied himself/ herself with the layout plan/ zoning plan of the Project and the title, competency and all other rights, interest and entitlement of the Vendor in the Project Land on which the Project is developed;
- G. The Vendee has confirmed that he/ she/ it is not in anyway influenced and/ or relied on any advertisements, offerings, Brochures, or any type of promotion material by the Vendor or its nominated persons/ assignees/ channel partners/ brokers, and has willingly and after due inspection, physical verification of the Said Plot has entered into this Conveyance Deed; and
- H. The Vendor is executing this Conveyance Deed in favour of the Vendee for absolute sale, transfer, conveyance, assignment, grant and delivery of the Said Plot for which the Vendee has full knowledge of all applicable rules, regulations, notifications, bye laws, local laws etc.

NOW THEREFORE, THIS CONVEYANCE DEED WITNESSETH AS FOLLOWS:

1. In accordance with the terms and conditions contained in this Conveyance Deed and in consideration of the Total Price amounting to Rs. [•] ("**Total Price**") paid by the Vendee and received by the Vendor, as per details given in Schedule C hereto, the Vendor doth hereby sells, conveys, assigns and transfers unto the Vendee by way of sale the Said Plot, along with the right to use the Common Areas, within the Project, free from all encroachments, charges, liens and encumbrances, together with right to use of all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the Said Plot or in any way appended therewith usually held as part and parcel thereof.

And now it shall be lawful for the Vendee for all times hereafter to enter upon the Said Plot and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Vendor, in accordance with the applicable laws.

2. The Vendee has paid the pro rata share of external development charges/ internal development works or any other applicable taxes as part of the Total Price of the Said Plot as levied by the concerned Governmental Authority upto the date of execution of this Conveyance Deed. In case any additional demand of external development charges/ internal development works is made by the concerned Governmental Authority, after the execution of this Conveyance Deed, then in that event, the Vendee shall pay the proportionate demand raised by the Vendor on the Vendee, which shall be paid by the Vendee within the stipulated period as may be mentioned in the demand notice, failing which, the Vendee 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 further confirms to indemnify the Vendor in this regard.
3. The Vendee 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 and if the Said Plot is not assessed separately, then such taxes, fees or cess shall be paid by the Vendee in proportion to the area of Said Plot to the area of all the plots 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, then in such cases, the Vendee shall be liable to reimburse the same to the Vendor/ Association/ maintenance agency, as the case may be, within [•] days

Vendor

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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.

4. The Vendee further agrees that if the Said Plot or any other right being conveyed hereunder is not assessed separately for property tax from the other plots in the Project, then the Vendee 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. However, if the Said Plot is assessed separately from the other units in the Project, then in such cases, the Vendee shall pay the property tax directly to the competent Governmental Authority on demand being raised by the competent Governmental Authority.
5. The Vendee confirms that subject to the terms and conditions of this Conveyance Deed, the Vendor has conveyed to the Vendee only the following rights with regard to the Said Plot:
 - (i) The Vendee shall have exclusive ownership of the Said Plot.
 - (ii) The Vendee shall have the right to use the Common Areas of the Project. It is made abundantly clear and agreed by the Vendee that no other land(s) is/ are forming part of this Conveyance Deed, and the Vendee shall have no ownership right, title, and interest, of any kind whatsoever, explicit or implicit, in any other lands, buildings, open spaces, recreation areas, parks, parking, community site, common areas, facilities and amenities falling within the Project and on any other land.

That except the Said Plot hereby agreed to be sold to the Vendee, the Vendor shall not have any ownership right in any other part of the Project. The Vendee shall have right to use the Common Areas and other common facilities and services within the Project harmoniously along with other plot 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.

6. The Vendee understands, confirms and acknowledges that the Project shall not form a part of and/ or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure, school for the benefit of the Vendee and other residents of the Project. It is clarified that Common Areas shall be available only for use and enjoyment of all the residents of the Project.
7. The Vendee fully understands and confirms that the Vendee shall not derive any right towards any other lands, areas, facilities and amenities including but not limited to all commercial spaces in the Project, including the plots earmarked for commercial development, etc., and as such, the same are specifically excluded from the scope of this Conveyance Deed.
8. The Vendee understands and acknowledges that the Said Plot shall be handed over to the Vendee on as-is where-is basis along with an electricity, water and sewerage connecting line running along with the front road on which the Said Plot is abutting. The electricity connection at the Said Plot shall be applied to Dakshin Haryana Bijli Vitran Nigam/ competent authority and installed by the Vendee 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 at his/ her/ its sole cost and expenses. The Said Plot whose boundary is adjacent to the outer boundary of the Project, the area covered by the boundary shall be inclusive in the area of the Said Plot. It is hereby clarified that the Vendee 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 Conveyance Deed, the Vendee shall not be entitled to raise any dispute, objection or contention whatsoever in this regard. It is further clarified that Vendee 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.
9. The Vendee hereby acknowledges and understands that the occupancy certificate for the Said Plot would be a pre-requisite to the application of any connections related to sewerage/ any other connection on the units/ floors proposed to be constructed on the Said Plot, as may be directed by the competent authority. The Vendee undertakes 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. In case, any unauthorized

Vendor

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tapping/ tempering/ unauthorized connections are detected, the Vendee shall be solely liable for payment of penalty as assessed solely by the Vendor.

10. The Vendee has relied on his/ her own judgment and investigation while purchasing the Said Plot. The Vendor hereby disclaims to have made any representations, warranties, statements, assurances or estimates of any nature whatsoever, whether written or oral, except those mentioned in this Conveyance Deed. The Vendee hereby confirms and acknowledges that no oral or written representations or statements shall be considered to be part of this Conveyance Deed and this Conveyance Deed is self-contained and complete in all respects;
11. The Vendee acknowledges and confirms that the Vendee has read and understood the Haryana Development and Regulations of Urban Areas Act, 1974, the Act and the corresponding rules, regulations and the implications thereof in relation to the various provisions of this Conveyance Deed and the Vendee is in full agreement with the provisions of this Conveyance Deed in relation to the applicable laws and the corresponding rules, regulations and shall comply and shall be bound by the provisions of the applicable laws 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 undertakes 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 agrees and undertakes to comply with the applicable laws at all times, including the conditions stipulated in various approvals including but not limited to those granted by DTCP, Environmental Bodies, Fire Department etc. .
14. The Vendee agrees and accepts that Association after receiving the Common Areas of the Project, be liable and responsible for 'Undertakings' and 'Affidavits' filed by the Vendor for grant of various approvals for the Project, including 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 specifically recognizes that the Said Plot purchased by him/ her is situated in a Project. The Vendee 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 and the maintenance agency/ Vendor/ association of owners/ competent authority, as the case may be, the full utility of the Project cannot be availed by the Vendee. It is for these, amongst other reasons, that the Vendee has agreed to execute the maintenance agreement on the specific understanding that Vendee shall make 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 in the maintenance agreement, and use the Common Areas in the Project. 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 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 agrees 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 understands that the deposit of the interest free maintenance deposit ("IFMSD") is to ensure the timely payment of total maintenance charges. The Vendee undertakes to always keep deposited IFMSD with the maintenance agency/ association of owners. In case of failure of the Vendee to pay the maintenance charges or any other charges on or before the due date, the Vendee shall not have the right to avail the maintenance services and the association of owners/ 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 confirms that the association of owners/ 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 hereby undertakes to make good the resultant shortfall within 15 (fifteen) days from the date of demand by the association of owners/ maintenance agency.

Vendor

Vendee

In the event of such shortfall, the association of the owners or its nominee(s) shall have the right to withhold such maintenance services, as may be provided by the association of the owners to the Project/ Said Plot. The association of the owners or 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 in payment of maintenance charges. The Vendee undertakes to pay such increases within 15 (fifteen) days of demand by the association of the owners or its nominee(s). The decision of the association of the owners or its nominee(s) for increasing of IFMSD shall be final and binding on the Vendee. Over and above the IFMSD, the Vendee has also deposited with the Vendor, the Sinking Fund, which shall be used for replacement/ repair of fixed assets. *[AZB Comment: The reference to 'nominee' needs to be retained, as the Association shall also have to appoint a maintenance agency who shall provide the maintenance services in the Project.]*

17. The Vendee 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 of owners, including but not limited to the following charges: -
 - (i) **Maintenance Charges:** These charges related to maintenance and upkeep of Common Areas, and for general security and watch within the said Project;
 - (ii) **Electricity Charges:** The Vendee shall pay the charges for the consumed electricity as per the meter reading, installed for the Said Plot;
 - (iii) **Connection Charges:** The Vendee shall pay the charges for connection of electricity, water, sewerage or connection/installation of any other facility to the Said Plot; and
 - (iv) **Other Charges:** The Vendee shall pay all other charges, in terms of the Agreement/ maintenance agreement and /or as becomes applicable from time to time.
18. The Vendee confirms and acknowledges that the maintenance charges and the maintenance services are more elaborately described in the maintenance agreement.
19. The Vendee confirms that he/ she/ it shall, prior to alienating/ re-selling the Said Plot to any other person, obtain "No Dues Certificate" from the Vendor or its nominated maintenance agency or the association of owners (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/ intending purchaser is aware of the outstanding dues and has stepped into the shoes of the Vendee and shall be liable to clear all the previous outstanding dues, interests, etc. from his/ her/ its own pocket. The Vendee shall incorporate such similar terms and conditions of this Conveyance Deed in subsequent sale deed and so on.
20. The Vendee confirms to be solely responsible to raise construction over the Said Plot after the execution of this Conveyance Deed without any recourse from the Vendor, of any nature whatsoever. The Vendee 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 Said Plot 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.
21. The Vendee shall be allowed to raise construction on the Said Plot subject to he/ she/ it intimates the Vendor/ maintenance agency/ Association/ competent authority for the same and submits the copies of sanctioned building plans of the Said Plot approved by the competent authority,. The Vendee hereby undertakes to fulfill all the conditions regarding malba, construction material, damage to common areas, etc. imposed by the Vendor/ maintenance agency/Association/competent authority in this regard.
22. The Vendee confirms and undertakes to maintain the Said Plot 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 Said Plot, 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 Said Plot and keep the Said Plot, 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.
23. The Vendee further represents, warrants, covenants and undertakes:
 - (i) that upon taking over physical possession of the Said Plot, the Vendee shall undertake the construction activity at the Said Plot only after obtaining all requisite permissions, approvals, etc.

Vendor

Vendee

as may be required at his own costs and expenses. The Vendee understands and acknowledges that in the zoning plan and/ or layout plan of the Project, approved by the DTCP, 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 Said Plot;

- (ii) that the Vendee shall deploy his/ her own employees/ resources in construction/ development of the building on the Said Plot;
- (iii) that the Vendee shall ensure that the construction/ development on the Said Plot are performed in accordance with the approvals obtained by the Vendee from the competent authority and deposited with the maintenance agency, including the terms of the sanctioned building plans and the applicable laws;
- (iv) that construction material will not be stacked on the road. The same shall only stacked within the boundary of the Plot;
- (v) that the Vendee 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 Said Plot. The Vendee hereby indemnifies the Vendor for any loss, loss of life, damage, penalty, cost imposed over the Vendor due to any negligent act of the Vendee/ his/ her/ its contractors/ agents/ employees/ resources during the construction/ development on the Said Plot;
- (vi) that the Vendee shall ensure that all precautions and safety methods are deployed at the construction site over the Said Plot;
- (vii) that the Vendee shall strictly observe all health, safety, environment policies, rules and instructions while undertaking the construction works on the Said Plot, as directed by any Governmental Authority/ Vendor / maintenance agency/ Association etc.;
- (viii) that since the Said Plot hereby sold is part of the Project, the Vendee assures that stringent measures to ensure security and safety be put in place. The Vendee appreciates that wide powers be given to the Vendor/ maintenance agency/ Association/ competent authority, as the case may be, in this regard, and on his/ her part, undertakes that he/ she (and also those claiming under him) will render every possible assistance and co-operation;
- (ix) that since the interest of the Vendee in the Common Areas shall be undivided and cannot be separated; the Vendee shall use the Common Areas harmoniously along with other Plot owners, maintenance team, etc., without causing any inconvenience or hindrance /annoyance to them;
- (x) that the Vendee, his/ her visitors or tenants (or anyone claiming under him/ her shall not deface walls, smoke, litter or spit in the Common Areas. It is agreed by the Vendee that the Vendor/ maintenance agency has the absolute and unrestricted authority to make rules to enhance the quality of living standard of the Vendee and in the event of violation of such rules/ instructions the Vendor/ maintenance agency may impose fine or other impediments as the Vendor/ maintenance agency deems fit;
- (xi) that it is expressly understood that the internal security of the said Plot, shall be the sole responsibility of the Vendee. In other words, it is in the interest and for the safety and security of the Vendee that proper safeguards be provided to prevent entry of unauthorized person/s into the Project, including the Common Areas, and to give an effective hand to the Vendor/ the maintenance agency to deal with unlawful entrants, loiterers, peddlers, etc. and also to enable them in particular and Vendee/ lawful occupants of the various Plots in general, to deal more effectively with the security issues in the said Project and maintenance of order therein, the entry be regulated;
- (xii) that the Vendee 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 Conveyance Deed has been executed by the Vendee after being fully satisfied about the rights, title and interest possessed by the Vendor over the Project that the Vendee shall be allowed to put up name or sign board, neon sign, publicity or advertisement material within or outside the Said Plot, in accordance with the applicable laws and the permission granted by the competent authority; and
- (xiii) the Vendee 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.

24. The Vendee 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 Said Plot. [***AZB Comment:** The understanding/ waiver in relation to the Construction Security Deposit can be captured in a separate letter.*]

Vendor

Vendee

25. The Vendee further agrees and undertakes to abide by the applicable laws, rules, and regulations with respect to the construction over the Said Plot and be liable for all liabilities, penalties, fines, levies, etc. in this regard. The Vendee hereby agrees to keep the Vendor indemnified in this regard at all times. In the event, there is any non-compliance of any of the applicable laws, rules, regulations with respect to construction over the Said Plot, then the Vendor shall at all times have the right to forfeit/ deduct amounts from the Construction Security Deposit.
26. Subject to the due compliance by the Vendee of all the applicable laws, rules, regulations, any term this Conveyance Deed, the Vendor will refund the Construction Security Deposit subject to any deduction, forfeiture within 90 (ninety) days.
27. The Vendee 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 Conveyance 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 or on the part of his personnel and/or representatives. If any damage is caused to the adjoining plot, Common Areas or to the Project on account of any act, negligence or default on part of the Vendee or his/ her/ its agents, servants, guests, or invitees, assignees, the Vendee 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 Vendor or the Association or the maintenance agency or the competent authority, as the case may be.
28. The Vendee is strictly prohibited from making any alterations or modifications in the Said Plot or outside the Said Plot 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 Said Plot for the use by one or more vendee (s) in the Project.
29. The Vendee undertakes and agrees not to use the Said Plot for any purpose other than residential or in a manner that is prohibited, irregular under the applicable laws or that may cause nuisance or annoyance to other owners in the Project or for any commercial or illegal or immoral purpose. The Vendee shall indemnify and keep the Vendor, Association or its nominee indemnified against any penal action, damages, claims or loss arises in this regard, due to misuse by the Vendee.
30. The Vendee agrees that the Said Plot 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 DTCP. However, Floor Wise division and sale of building to be constructed on Said Plot shall be permissible, in accordance with applicable law.
31. If the Vendee constructs, develops and sells independent floors on the Said Plot, the Vendee agrees and undertakes to comply with the applicable guidelines of Vendor/ maintenance agency regarding mutation, separate water and electricity meters, etc. regarding sale of independent floors and Vendee shall get the separate maintenance agreements signed accordingly.
32. The Vendee covenants to the Vendor to pay from time to time all amounts which the Vendee is liable to pay and observe and perform all his/ her/ its covenants, conditions and obligations under this Conveyance Deed and the applicable laws. The Vendee 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 or its nominee may suffer as a result of non-observance or non-performance of the covenants and conditions as set out in the Conveyance Deed and the applicable laws.
33. The Vendee confirms having borne and paid all expenses for the completion of this Conveyance Deed, including cost of stamp duty, registration and other incidental charges. This Conveyance 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. 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 Said Plot conveyed by this Conveyance Deed shall be borne by the Vendee exclusively and the Vendor accept no responsibility in this regard.

Vendor

Vendee

34. The Vendee acknowledges that if any clause of this Conveyance 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 Conveyance Deed and to the extent necessary to conform to the applicable laws; and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in law.
35. The obligations undertaken by the Vendee under this Conveyance Deed shall run with the Said Plot irrespective of the owner of the Said Plot for the time being and such obligations and terms shall survive the conveyance/ sale/ transfer of the Said Plot and be binding on the subsequent transferee, successors in interest and any Person claiming through the Vendee. The Vendee shall be bound to disclose these conditions (including the conditions and restriction to transfer) in any document executed by the Vendee 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 Said Plot shall be entitled to put up the defense of non-disclosure of, or lack of knowledge in this regard at any time.
36. The Vendor has made it expressly clear to the Vendee that the rights of the Vendor in the Said Plot conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DTCP and/or any other statutory authority(ies). The Vendee shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the License granted by the DTCP and shall also abide by the applicable laws.
37. The Vendee confirms and acknowledges that the Vendee 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 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.
38. The Vendee has understood that his/ her rights with regard to the Said Plot are limited to those mentioned in the Conveyance Deed, and the Vendee has not contracted with the Vendor for any other right of any nature whatsoever.
39. The Vendee has understood that the Vendor shall have the absolute right, without requiring any approval or consent of the Vendee to make any alterations, additions, improvements, or repairs, ordinarily or extraordinarily in relation to any unsold plots in the Project and the Vendee 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 Conveyance Deed. However, pursuant to any notification/ amendment in the Policy, that may be applicable to the Project, the Vendor shall be entitled to undertake additional construction, the Vendee hereby provides its consent to such additional construction without any further recourse to the Vendee.
40. The Vendee confirms that wherever in this Conveyance Deed, it is stipulated that the Vendee has to make payment in common with the other plot owners in the Project, the same shall be in proportion with the area of the Said Plot to the area of all the plots in the Project.
41. That all the rights and obligations of the Parties under or arising out of this Conveyance Deed shall be construed and enforced in accordance with the Laws of India. The Courts, Tribunals, Quasi-Judicial Authorities at Gurugram alone shall have jurisdiction.

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Vendor

Vendee

SCHEDULE A

Description of the Said Plot

Plot bearing No. [•], Block No. [•], area admeasuring [•] Sq. Mtrs. (approx.) ([•] Sq. Yards), [•], in the Project, named as 'One Good Earth', situated in the revenue estate of Village Fazilpur Jharsa, Sector-71 , Tehsil Badshahpur, District Gurugram, Haryana.

Vendor

Vendee

SCHEDULE B

Common Areas

Common Areas:

- (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, sumps, 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, play areas 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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS AND SIGNED THIS CONVEYANCE DEED IN THE PRESENCE OF ATTESTING WITNESS AT PALCE AND ON THIS DAY, MONTH AND YEAR MENTIONED HEREIN

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendor:

Signature (Authorized Signatory) _____
Name _____
Address _____

Vendee: (including joint vendee(s))

(1) Signature _____
 Name _____
 Address _____

(2) Signature _____
 Name _____
 Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
 Name _____
 Address _____
2. Signature _____
 Name _____
 Address _____

Vendor

Vendee