

CONVEYANCE DEED

Dwelling Unit No. : Flat No. _____, on ____ Floor
Ivory Arches, situated in Vatika India Next-II, Sector 88B, District
Gurgaon, Haryana

Type of Property : Residential Flat

Name of Society : Ivory Arches

Covered Area : ____ Sq. Mtrs (____ Sq. Ft.)

Transaction Value : Rs. _____/-

Stamp duty : Rs. _____/-

GRN No. : _____

Certificate No. /Date :

Issued by : Government of Haryana

Registration Fees : Rs. _____/-

Challan No. : _____

MCG Property ID : _____

THIS CONVEYANCE DEED (hereinafter referred to as “Deed”) is made at _____,
Gurugram on this ...th day of _____.

BY

M/s Zakspaces & Interiors Private Limited (CIN No. U70100DL2017PTC323195) a company incorporated under the provisions of the Companies Act, 2013, having its registered and corporate office at 161/1C, W-3, Western Avenue Lane Sainik Farms , Delhi, Delhi, India - 110062 (**PAN–AABCZ1247J**) through its authorized representative Mr./Mrs. ----- (Aadhar No. -----) duly authorized vide board resolution dated ----- hereinafter referred to as the “**Promoter/Vendor**” which expression shall, where the context so admits, include the said company its successors-in office, successors-in-interest, administrators and assigns, etc. of the FIRST PART.

IN FAVOUR OF

Mr./Mrs. _____ (**Aadhar No.** _____ **& PAN No.** _____)
S/D/W/o _____ **and Mr./Mrs.** _____ (**Aadhar**
No. _____ **& PAN No.** _____) **S/D/W/o** _____ **and**
Resident of _____ hereinafter referred to as the “**VENDEE**”, which expression shall, where the context so admits, including the heirs, legal representatives, successors, permitted assigns, executors and administrators, etc. of the SECOND PART.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of land admeasuring 0.1384 acres situated at Vatika India Next-II, Sector 88B, District Gurgaon, Haryana (hereinafter referred to as "Said Land").
- B. The Developer obtained License No. 254 of 2023 dated 17/11/2023 from Director, Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as DTCP) for developing a residential Residential Independent Floors on the Said Land.
- C. The Promoter along with its associate company above named, pursuant to their arrangement, plan to develop a Group Housing Complex on the said land by constructing thereon Multi-storied Buildings to be named and known as " COSMOS EXPRESS 99/CASCADE GARDENS" (hereinafter referred to as the "Group Housing Complex") in accordance with the building plans approved and revisions thereof to be approved by the DTCP, Govt. of Haryana.

- D. The Promoter has developed the Licensed Land into Residential Independent Floors comprising of Independent Residential Apartments. Being part of the Licensed Land, the Promoter has completed construction and development of project namely “**IVORY ARCHES**” (“**Said Project**”/“**Project Complex**”), in accordance with the building plans approved by the Director, Town & Country Planning, Haryana and has also obtained the Occupancy Certificate vide Memo No. ----- dated ----- . That with respect to the said Project, the Promoter has also filed DEED OF DECLARATION with the office of Sub-Registrar, Tehsil Dhankot, District Gurugram vide registration on ---- dated -----.
- E. The Vendee has inspected the site, building plans, ownership records of the aforesaid Land and other documents, and is satisfied with title, competency and all details pertaining to the said Project.
- F. The Vendee after fully satisfying himself about the right, interest and title of the Vendor in the Complex along with other details of the Project applied to the Promoter for allotment of a residential apartment in the Project.
- G. On acceptance of the application of the Vendee, the Vendee had entered into an Apartment Buyer’s Agreement dated (hereinafter referred to as the said “**Agreement**”) by and under which the Vendee was allotted apartment bearing no. ‘ _____ located on ___th Floor having carpet area admeasuring (_____ **Sq. Mtrs.**) _____ **Sq. Ft** (hereinafter referred to as the said "**Apartment**") situated in **Ivory Arches** (hereinafter referred to as the “**Said Building**”), fully described in **SCHEDULE – I**, forming a part of the Said Project, along with the exclusive right to use designated car parking spaces and undivided proportionate share in the land underneath the Said Building, along with the right to use the common areas and facilities in the Said Project.
- H. The Vendee has fully satisfied itself as to the quality of construction of the Apartment done and delivered in accordance with the agreed terms and conditions, drawings, design and specifications etc. and in accordance with modifications as were necessary and agreed between the Vendor and the Vendee. The Vendee accepts and confirms that the Vendor has furnished all requisite information, clarification and explanations as required by the Vendee to its complete satisfaction and after fully satisfying himself about the rights, interest and title of the Vendor in the Licensed Land/Project, along with other details of the Independent Residential Floors, the Vendee had applied for allotment of a residential apartment in the Said Project. The Vendee has agreed and consented to the development of the Said Project. Further, all or any issues, concerns, disputes and/ or disagreements, between the VENDEE and the VENDOR have been amicably resolved, fully and finally settled and closed and it is only upon full

satisfaction of the VENDEE, that this Conveyance Deed is being executed between the Parties.

- I. The Vendee confirms that the Vendee has verified the description / physical condition of the Said Building / Apartment and / or the size, dimensions, etc. of the said Apartment or any other physical characteristics thereof, the services to be provided by the Vendor, the facilities/amenities to be made available to the Vendee or any other data except as specifically contained in this Deed and that the Vendee has solely relied on his/her own judgment and investigation in this regard before deciding and/or agreeing to execute this Deed. The Vendee further confirms that no oral or written representations or statements made by any Party shall be valid or shall be considered to be part of this Deed, this Deed being self-contained and complete in itself in all respects. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the applicable laws.
- J. In terms of the said Agreement, the Vendee has paid the sale consideration and as such the Vendor and the VENDEE have desired the VENDOR to convey title of the Apartment in favour of the VENDEE on the terms and conditions which are as under.

NOW THIS CONVEYANCE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In consideration of payment of **Rs. _____/- (Rupees _____ Only)** already received by the Vendor, towards full and final sale consideration of the Said Apartment plus applicable taxes etc. (the receipt of which the Vendor do hereby admit and acknowledge), and in terms of the Agreement, the Vendor do hereby sell, convey and transfer ALL THAT consisting of the Said Independent Residential Floor No. _____ located on ___th Floor situated in **Ivory Arches** having Carpet area admeasuring (**____ Sq. Mtrs.) _____ Sq. Ft** in the Said Project, fully described in **SCHEDULE – I** written hereunder along with the exclusive right to use allocated ____ car parking space/s along with undivided pro-rata share only in the land underneath the Said Building in which the said Apartment is located (excluding the area under stilt and basement reserved for car parking and services) together with right to use of all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the said Apartment belonging or in any way appended therewith usually held as part and parcel thereof free from all encumbrances, charges, liens, lispens, litigation etc. absolutely unto the Vendee who has agreed to hold, enjoy and alienate the same on the terms and conditions written hereunder.
2. The Vendee has been allotted right to exclusive use of allocated ____ Car Parking space(s) and the Vendee agrees and undertakes that such allocated/reserved car

parking space(s) shall be an essential and integral part of the said Apartment and the Vendee shall not transfer/convey or deal with the said parking space(s) independent of the said Apartment. The Vendee agrees that the said parking space allocated to the Vendee is for his/her exclusive use and shall be understood to be together with the Apartment and deemed as facility for specific Apartment only and also the same shall not have any independent legal entity detached from the said Apartment. The Vendee undertakes not to sell/transfer/deal with the Parking space(s) independent of the said Apartment and further undertakes to park his/her vehicle in the designated Parking spaces and not anywhere else in the said Project. It is specifically made clear to the Vendee that the area reserved for services, maintenance staff etc., shall not be used for parking his/her vehicles and the Vendee shall be entitled, without any ownership rights or title, to exclusively use the reserved parking space(s) specifically allotted to him/her for parking his/her vehicle(s). The details of the Car Parking, if any, are provided in **Schedule-I**.

3. That the Vendee shall have ownership of the said Independent Residential Floor consisting of apartment area only along with undivided proportionate share in the land underneath the Said Building (i.e. the land which is the foot print of the Said Building in which the said Apartment is situated, (excluding the area in the stilt and basement reserved for car parking and services if any). Since the Vendee shall have undivided proportionate interest in the common areas and facilities within the Said Building / Said Project (as limited in Part – A of **Schedule-II**), the Vendee understands that this would require the Vendee to use the common areas and facilities within the Said Building, harmoniously along with other owners / residents of the Said Building, maintenance staff etc., without causing any inconvenience or hindrance to them and the right of the Vendee to use the common areas and facilities within the Said Building shall always be subject to the timely payment of maintenance charges applicable thereon.
4. The Vendee understands and acknowledges that the service areas in the basement of the said Building or anywhere else in the Project which are reserved and earmarked by the Promoter for services, usage by maintenance staff earmarked by the Promoter to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc., shall not be used by the Vendee for parking or any other purpose, of any nature whatsoever. All clauses pertaining to allotment, use, possession, forfeiture, cancellation etc., of the said Apartment shall apply mutatis mutandis to the allotted Car Parking space(s). The liability to pay for the maintenance and upkeep charges as may be levied from time to time by the Promoter or a maintenance agency on Project complex and on allotted Car Parking space(s) shall be the responsibility of and payable by the Vendee. Any violation of this condition shall

be a breach of this Deed by the Vendee.

5. The undivided proportionate share of land underneath the Said Building (i.e. the land which is the footprint of the Building in which the said Apartment is situated) and the same shall be calculated in the ratio of super area of the said Apartment to the total of super area of all the apartments within the Said Building. It is made abundantly clear and agreed by the Vendee that no other land(s) is / are forming part of this Deed and the Vendee shall have no right whatsoever, except to the extent of using only such general commonly used areas and facilities within the said Project limited to and as precisely listed in Part-A and Part-B of **Schedule-II**, subject to the timely payment of maintenance charges by the Vendee. However, the Vendee shall have only the right of ingress and egress and right to use such common areas and facilities in the manner and to the extent as would be permitted by this Deed or any other agreement / deed with the Vendor.
6. That it is specifically agreed and understood by the Vendee that all other lands, areas, facilities and amenities including but not limited to those listed below, are specifically excluded from the scope of this Deed and the Vendee shall not be entitled to any ownership rights, rights of usage, title or interest etc., in any form or manner whatsoever in such lands, areas, facilities and amenities. Such lands, areas, facilities and amenities have not been included in the scope of this Deed or in the computation of area of the Apartment for calculating the total sale consideration and, therefore, the Vendee has not paid any money for use or ownership in respect of such lands, areas, facilities and amenities. The Vendee agrees that the ownership of such lands, areas, facilities and amenities vests solely with the Vendor and their usage and manner / method of use, disposal etc. shall be at the sole discretion of the Vendor.
 - i. All lands (except the general commonly used areas and facilities within the Said Project earmarked for common use) falling outside the land underneath the Said Building in which the said Apartment is located, or any other facility or amenity as may be provided at the sole option and discretion of the Vendor or as may be provided in accordance with the directions of any competent authority(ies) and including but not limited to facilities, amenities etc. even if provided in the stilts of the Said Building, are specifically excluded from the scope of this Deed and the Vendee shall have no ownership rights, title, interest or claim whatsoever in such lands, areas, facilities and amenities. These areas, facilities and amenities are specifically excluded from the scope of this Deed and are not included in the computation of super area in any manner, and for which the Vendee has not paid any money in any form or manner whatsoever. The Vendee shall not, at a later date, after execution of this Deed, raise any claim or create any dispute in respect of such lands, areas, facilities and amenities
7. The Vendee hereby agrees to pay consumption charges with respect to water and

electricity as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto. Irrespective of the fact whether the Apartment is occupied by the Vendee and/or their tenants/permitted persons or not, the Vendee /occupant shall be liable to pay the minimum charges as may be stipulated by concerned authority to the Promoter/Maintenance Agency. The Vendee shall also pay charges for consumption of other utilities in the said Project including but not limited to electricity, water, power back up, sewer charges due on monthly basis or as and when demanded. Any default would result in cutting of supply of electricity and water to the said Apartment and will be restored on payment of all the arrears with interest, if any.

8. The Building in which the Independent Residential Floor is located has been completed and the necessary Occupation Certificate in respect of the said Building has been obtained from the competent Authority. Further it is clarified to the Vendee that the Vendor may be carrying out developmental/construction activities in future in some areas falling outside the land underneath the Said Building in which the said Apartment is located. The Vendee confirms that the Vendee shall, have no objection to the Vendor constructing or continuing with the construction of the other building(s) adjoining to or otherwise (including the addition of structures in the Said Project Complex) in the site earmarked for the Said Project Complex. The Vendee undertakes not to raise any objection or make any claims on account of inconvenience, if any, which may be alleged to be suffered by the Vendee due to such developmental / construction or its incidental/related activities. The Vendee confirms that all rights including the rights of ownership of such land(s), facilities and amenities (other than those within the said Building and the land underneath the said Building only) shall vest solely with the Vendor, who shall alone have the sole and absolute right / authority to deal in any manner with such land(s), facilities and amenities.
9. The Vendee agrees and gives his consent that in case at any point of time FAR/FSI is increased for any reason including but not limited to change of law or for any other reason whatsoever then the Vendors shall be allowed to utilize the same and may build or construct new Floors in the Said Project / Licensed Land subject to the rules, regulations and necessary approvals and the Vendee shall not raise any objection to carry out any such construction or development work. Further, the Vendors shall have absolute rights for construction and continuing development of units (whether residential or commercial) under the sanctioned site plan or on the basis of such further plans as may be approved by the competent authority in the Said Project/Licensed Land and the Vendee shall have no right to object the same in any manner whatsoever even if the same are developed on such parcels of land which are presently open land.
10. That the Vendee understands that all other areas and facilities (not included in Part –

A and Part – B of **Schedule-II**) or any other facility or amenity as may be provided by the Vendor at its sole option and discretion or provided in accordance with the direction of any competent authority(ies) and including but not limited to shops, facilities, amenities if provided anywhere in the Said Complex, are specifically excluded from the scope of this Deed and therefore shall not form part of common areas and facilities. The Vendee has seen and accepted the site earmarked for the community facilities/convenient shopping centre to be developed in the complex and the Vendee has no objection to the Vendor constructing or continuing with the construction of the same in the sites earmarked for this purpose now or in future. The Vendee confirms and undertakes not to raise any objection, right, claim, etc. over such community facilities either in his individual capacity or as a member of any association of owners, etc. at any point in time. The Vendee further agrees that the ownership of such amenities and facilities shall vest with the Vendor and the Vendor shall be free to deal with the same in any manner they deem fit.

11. That the total sale consideration of the said Independent Residential Floor mentioned hereinabove includes the proportionate cost of firefighting equipment in the common areas within the Said Building / Said Project only as prescribed in the fire-fighting code / regulations under National Building Code 2017. Power back-up may be provided, subject to timely payment of maintenance charges, from standby generators for all the units and shall be in addition to normal power back up for the common areas and common services within the Said Building. The total price of the said Apartment does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the Vendee at his / her own cost. If due to any subsequent legislation / Govt. order, directives, guidelines or change / amendments in Fire Code including the National Building Code 2017 if deemed necessary by the Vendor or any of its nominees at its sole discretion, additional fire safety measures are undertaken, then the Vendee undertakes to pay within specified time from the date of written demand, the additional expenditure incurred thereon along with other Vendees in proportion to the Carpet area of the said Apartment to the total Carpet area of all the apartments in the Said Building / Said Project as determined by the Vendor.
12. That it is expressly agreed to and understood by and between the Parties that notwithstanding the fact that a portion/part of the common areas has been taken into consideration for the purpose of calculation of the super area of the said Apartment, yet it is only the right, title and interest of the inside/covered space of the said Apartment that is being transferred to the Vendee by this Deed. The inclusion of the common areas in computation of super area of the said Apartment does not and would not create interest, right or title in favour of the Vendee in respect of land, open spaces and all or any of such common areas such as lobbies, staircases, lifts, corridors, terraces, Signage and roof etc. However, the Vendee shall have only the right of

ingress and egress and right to use such common areas and facilities in the manner and to the extent as would be permitted by this Deed or any Agreement with the Vendor.

13. The Vendee agrees that the Promoter shall have the right to put up any signage on the façade of the Said Building / Project / Complex for branding purposes and the vendee undertakes not to raise any objection/claim towards the same.
14. That the Vendee shall pay directly to the Vendor or if paid, then reimburse to the Vendor all Government charges, rates, tax or taxes of all and any kind including but not limited to EDC, IDC, IAC, service tax, VAT, Goods and Services Tax, etc. by whatsoever name called, whether levied now or in future, as the case may be, including any increase in such charges, whether prospective or retrospective (whether before or after the Conveyance Deed has been executed). Further the Vendee shall be liable to pay from the date of his / her application house-tax / property tax, fire-fighting tax or any other Fee or Cess as and when levied by a Local Body or Authority and so long as the said Apartment of the Vendee is not separately assessed to such Taxes, Fee or cess, the same shall be paid by the Vendee in proportion to the super area of the said Apartment to the total super area of all the apartments in the Said Building. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor or its nominee or any other body or association of all or some of the apartment owners. That the Vendee has paid his/her pro-rata share of the EDC/IDC along with the sale consideration as part of the sale price of the said Apartment on the basis of the determination of the said charges as levied by the Government of Haryana pertaining to the Said Project Complex. The Vendee has further agreed to additionally pay on demand the proportionate share of any additional/enhanced EDC/IDC and/or any other charges, by whatever name called, to the Vendor as may hereafter be levied or enhanced by the Government or any statutory authority including with retrospective effect. In the event of such charges remaining unpaid, the same shall be treated as unpaid sale consideration and the Vendor shall have lien on the said Unit, till such charges remain unpaid. The Vendor shall also have the right to take legal course and to charge interest on the same for the period of delay.
15. That the actual, physical, vacant possession of the said Apartment has been handed over to the Vendee and the Vendee hereby confirms taking over possession of the said Independent Residential Floor / parking space(s) from the Vendor after satisfying himself / herself that the construction as also the various installations like electrification work, sanitary fittings, water and sewerage connection etc. have been made and provided in accordance with the drawings, designs and specifications as agreed and are in good order and condition and that the Vendee is fully satisfied in this regard and has no complaint or claim in respect of the area of the said Apartment, any

item of work, material, quality of work, installation, compensation for delay, if any, with respect to the said Apartment, etc., therein.

16. That the Vendee shall not change, alter or make additions in or to the said Independent Residential Floor or the building(s) or any part thereof. The Vendee hereby covenants that the Vendee shall at his own cost keep the said Apartment, its walls and partitions, sewers, drains, pipes and all appurtenances thereto in good and proper condition. The Vendee shall ensure that the support, shelter etc. of the building(s) or pertaining to the building(s), in which the said Apartment is located, is not in any way damaged or jeopardized. Further, Vendee shall neither himself do, nor permit or cause anything to be done in any manner to the Said Building/Said Project or any part thereof, the staircases, lifts, shafts and common passages, compound or anything connected with or pertaining to the Said Building which would amount to violation of any rules, bye-laws or notifications of the concerned or any other statutory authorities or any law for the time being in force. The Vendee shall be solely responsible for any loss or damage arising out of breach of any of these conditions. Further the Vendee hereby agrees that he/she shall comply with and carry out, from time to time, all the requirements, requisitions, demands and repairs which are required to be done and complied in compliance of rules and regulations or directives of any other statutory Authority in respect of the said Apartment at his own cost, and the Vendee shall keep the Vendor indemnified, secured and harmless against all costs and consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs etc. after the offer of possession of the said Apartment by the Vendor.
17. That the Vendee covenants not to use the said Apartment for any purpose other than for residential use or for the purposes as may be approved by the competent authority. The Vendee shall also not cause damage to any other apartment and also to the common areas of the Building / Project complex area. In case of any default by the Vendee as stated above, the Vendee shall keep the Vendor and all other person(s)/other occupant(s) in the Said Project indemnified, secured and harmless against all costs and consequences and all damages, arising on account of the such default.
18. That the Vendee hereby undertakes to abide by all laws, rules and regulations relating to the Haryana Apartment Ownership Act, 1983, including any amendments thereto (Act) or any other law as applicable to the said Apartment. The Vendee agrees and accepts that the Vendee shall become a member of a society constituted or to be constituted under the Haryana Apartment Ownership Act, 1983 and the Haryana Registration and Regulation of Societies Act, 2012 and rules framed there under for facilitating compliance of various Rules and Regulations in respect of the said Project Complex and also for facilitating maintenance of the said Complex. The Vendee shall

sign and execute requisite documents and abide by the rules and bye-laws of the association of apartment owners that maybe formed in compliance of the provisions of the said Act.

19. That the Vendee agrees that for the purposes of the maintenance of the common areas and facilities, the Vendee has entered into a Maintenance Agreement for the maintenance and upkeep of the Said Project. The Maintenance Agency/Maintenance Service Provider shall maintain the common areas & facilities, spaces, sites etc. until the same are transferred/assigned to the association or society of apartment owners or any other local authority or Government. The VENDEE undertakes to regularly pay to the Maintenance Service Provider, the maintenance and service charges, as determined by the Maintenance Service Provider, which shall look after the maintenance and up-keep of the common areas and facilities until these are handed over to the association or society of apartment owners. The VENDEE shall pay the maintenance charges to the Maintenance Service Provider/ association as aforesaid, as the case may be, in proportion to the super area of the apartment w.e.f. the date of offer of possession. The present maintenance charges shall be fixed before the delivery of the possession by the Maintenance Service Provider depending upon the maintenance costs which may vary from time to time and the decision of the Maintenance Service Provider/ the association or Society of Apartment Owners as the case may be in this respect and on the costs of maintenance will be final and binding on the VENDEE. These charges shall be paid by the VENDEE at such interval as the Maintenance Service Provider/ the association or society of apartment owners may decide in this regard If the VENDEE fails and/or neglects to pay his share of the maintenance and replacement charges for such common areas, facilities and common services, the VENDEE or anyone else lawfully claiming through or under the VENDEE, shall not be entitled to make use of such common areas, facilities and services as that regular payment of such maintenance and replacement charges is a condition precedent for using such common areas, facilities and services. Similarly, if the VENDEE commits breach of any of the covenants herein, the VENDEE shall have no right to use the common areas, facilities and services until and unless such breach is rectified and the Maintenance Service Provider or any other body or association looking after the maintenance of common areas, facilities and services, are assured by the VENDEE that the breach of covenants would not be repeated by the VENDEE or by any other persons lawfully claiming through or under the VENDEE. The VENDEE agrees that the Maintenance Service Provider shall be entitled to withhold electricity supply to the Apartment till full payment of maintenance charges or other amounts/dues are received by the Maintenance Service Provider. Further, the Vendee undertakes to pay the maintenance charges as per bills raised by the said Maintenance Agency from the date of offer of possession, irrespective of whether the Vendee is in occupation of the said Apartment or not. In order to secure due payment of maintenance bills and other

charges raised by the Maintenance Agency, the Vendee has deposited and always keep deposited with the Vendor and/or Maintenance Agency as Interest-bearing Maintenance Security (IFMS) such sum(s) as may be required by the said Maintenance Agency from time to time.

20. That the Vendee shall have no objection or make any claim to the Vendor reserving the right to give on lease or hire any part of the amenities for outsourcing the services for running and operating the same.
21. That if the Vendee is a non-resident Indian or a foreign national then it shall be the Vendee's responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 ("**RBI Act**"), any rules and / or guidelines made / issued thereunder and all other applicable laws including that of remittance of payment, acquisition / sale /transfer of immovable properties in India. The Vendee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and / or any rules or guidelines made thereunder. The Vendee shall indemnify and keep and hold the Vendor and its Directors / employees / associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. In the event of change of the residential status of the Vendee subsequent to the execution of this Deed, they shall immediately intimate the same to the Vendor and comply with necessary formalities, if any, under the applicable laws.
22. That it is specifically made clear by the Vendor and agreed by the Vendee that this Deed is limited and confined in its scope only to the said Apartment, areas, amenities and facilities as described in Part A and Part B of Schedule-II and the land underneath the said Building. It is understood and confirmed by the Vendee that all other land(s), areas, facilities and amenities outside the periphery/boundary of the Said Project are specifically excluded from the scope of this Deed and the Vendee agrees that he/she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Deed and have not been taken in the computation of super area for calculating the sale price and therefore, the Vendee has not paid any money in respect of such other lands, areas, facilities and amenities. The Vendee agrees and confirms that the ownership of such other lands, areas, facilities and amenities shall vest solely with the Vendor and the Vendor shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. An illustrative list of such other lands, areas, facilities and amenities is provided in Part C of Schedule-II.

23. That in order to maintain security in the Said Project, the Vendor and/or the Maintenance Agency shall be free to restrict the entry of anyone whom it considers undesirable into the Said Complex/Project/Building.
24. That the structure of the Said Building may be got insured by the Vendor / Maintenance Agency against fire, earthquake and any other natural calamities etc. on behalf of the Vendee but insurance of the properties and goods inside the said Apartment shall be the sole responsibility of the Vendee. The cost of insuring the building structure shall be recovered from the Vendee as part of maintenance charges.
25. The Vendee shall permit the Vendor / Maintenance Agency and their surveyors and agents with or without workmen at all reasonable times to enter into the said Independent Residential Floor or any part thereof to inspect the state and condition of the said Independent Residential Floor /Said Building or any part thereof and to take the corrective measures for any defect or damage in the said Apartment / Said Building.
26. The Vendee shall not put up any name or sign board, neon-light, publicity or advertisement material, hanging and/or drying of clothes, notice board etc., on the external façade of the Said Building or anywhere on the exterior of the Said Building or common areas.
27. The Vendee undertakes to follow, observe and perform all the internal guidelines in the form of Do's and Don'ts provided by the Maintenance Agency in the welcome kit.
28. The Vendee also agrees not to change the colour scheme of the outer walls or painting of the exterior side of the doors & windows etc. or carry out any change in the exterior elevation or design of the said Building.
29. The Vendee hereby covenants with the Vendor to pay from time to time and at all times the amounts which the Vendee is liable to pay as agreed under this Deed and/or the Agreement and to observe and perform all the covenants and conditions contained in this Deed. The Vendee further shall keep the Vendor and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the covenants and conditions of this Deed by the Vendee and also against any loss or damage that the Vendor may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Vendee.
30. That all the terms and conditions of the Agreement in respect of the said Independent Residential Floor shall be deemed to have been incorporated in this Deed save and except those of the terms and conditions of the said Agreement which are at variance

with the terms and conditions contained in this Deed in which case same terms and conditions contained herein shall prevail.

31. That in case there are joint Vendees, all communications shall be sent to the Vendee whose name appears first and at the address given by him which shall for all purposes be considered as served on all the Vendees and no separate communication shall be necessary to be sent to the other named Vendee.
 32. That failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
 33. That if any provision of this Deed is or becomes inconsistent with any statutory law, the same shall be deemed to have been amended/deleted to the extent necessary to conform to the applicable law and the remaining provisions of this Deed shall remain valid and enforceable by the parties of this Deed.
 34. That all stamp duty, registration charges and other incidental and legal expenses thereto have been borne and paid by the Vendee. Any deficiency in the stamp duty as may be determined by the Sub-Registrar / Concerned Authority along with consequent penalties / deficiencies that may be levied in respect of the said Independent Residential Floor conveyed by this Deed shall be borne by the Vendee exclusively and the Vendor has no responsibility in this regard whatsoever.
 35. That the use of any gender, in this deed or use of singular or plural expressions shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of this deed and the same shall be read and construed accordingly as the context demands.
 36. That all the Annexures and the Schedules of this Deed shall form part and parcel of this Deed.
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SCHEDULE – I

THE SAID APARTMENT REFERRED TO ABOVE

ALL THAT **Independent Residential Floor No. _____** located in **Ivory Arches** on _____th **Floor**, along with allocated _____ Car Parking Space(s) (Covered) in the Project known as “**Ivory Arches**” situated at Vatika India Next-II, Sector 88B, District Gurgaon, Haryana having _____ (_____) Bedrooms, _____ (_____) Kitchen, _____ (_____) Bathrooms, and _____ (_____) Living Room all on a Carpet area of _____ **Sq. Mtrs.** (_____ **Sq. Ft.**) or thereabout in the plan annexed hereto and bounded as under:

PARKING:

Right to exclusive use of allocated _____ Car Parking space(s).

SCHEDULE-II

LIST OF COMMON AREAS

PART – A

Common area shall mean all such parts/areas in the entire Building which the Vendees shall use by sharing with other occupants of the Building/ Project that include Entrance lobby, lift shafts, electrical shafts, fire shafts, plumbing shafts, common corridors and passages, staircase, mum ties, service areas not limited to lift machine room, maintenance office, pump room, water tanks, ESS, transformer, fire room, AHU's, guard room, fan room, solar panels.

PART – B

List of general commonly used areas and facilities within the said Project for use of all owners in **Ivory Arches** excluded from computation of super area of the said Apartment:

1. Roads & Driveways, including lighting and services etc.
2. Fire Hydrants and fire brigade inlet etc.
3. Car Parking Space

PART – C

It is specifically made clear by the Vendor and agreed by the Vendee that this Deed is limited and confined in its scope only to the said Apartment, areas, amenities and facilities as described in Part A and Part B of this annexure, the land underneath the said Building. It is understood and confirmed by the Vendee that all other land(s), areas, facilities and amenities outside the periphery/boundary of the Said Complex are specifically excluded from the scope of this Deed and the Vendee agrees that he/she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Deed and have not been taken in the computation of super area for calculating the sale price and therefore, the Vendee has not paid any money in respect of such other lands, areas, facilities and amenities. The Vendee agrees and confirms that the owner of such other lands, areas, facilities and amenities shall vest solely with the Vendor and the Vendor shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner:

1.	Roads, parks for use of general public
2.	All areas, buildings, premises, structures falling outside the periphery / boundary of the said Project Complex

