

**CONVEYANCE DEED**

**Property ID** : \_\_\_\_\_  
**Property Details** : **Unit No.** \_\_\_\_\_ **Floor** \_\_\_\_\_ **Tower No.** \_\_\_\_\_  
**Project** : **Emperium Titan**  
**Location** : **Revenue estate of Village Harsaru, Sector-88A,  
Gurugram Manesar Urban Complex, Gurugram,  
Haryana – 122505**  
**Type of Property** : **Residential/ Commercial**  
**Carpet Area** : \_\_\_\_\_ **Sq. Mtr.** ( \_\_\_\_\_ **Sq. Ft.**)  
**Value** : **Rs.** \_\_\_\_\_ **/- (Rupees** \_\_\_\_\_ **Only)**  
**Stamp Duty** : **Rs.** \_\_\_\_\_ **/-**  
**GRN No. and Date** : \_\_\_\_\_  
**Certificate No.** : \_\_\_\_\_  
**Tehsil** : **Harsaru**  
**District** : **Gurugram**

This deed of conveyance (“**Conveyance Deed**”) is being executed at District Gurugram on this \_\_\_\_\_ (Date) day of \_\_\_\_\_ (Month), 20\_\_\_\_,

**BY**

**Emperium Infrastructure Private Limited** (CIN No. U70109DL2021PTC382234) (PAN – AAGCE5084K), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 4, Tolstoy Marg New Delhi – 110001 and its corporate office at Unit 10B, 10th Floor, Grand View Tower, Golf Course Extension Road, Sector-58, Gurugram, Haryana-122011, represented by its authorized signatory \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the “**Promoter/ 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) Party of the **FIRST PART**. The Land Owner of the project land are Mr. Parul Malik S/o Sh. Ravinder Malik, Mrs. Navneet Malik W/o Sh. Sunil Malik and Mr. Sunil Malik S/o Sh. Ajit Malik hereinafter referred to as the “**Land Owners**”. The Land Owners have the absolute & lawful ownership, possession and title of the land measuring 1.03125 Acres falling in Rectangular No. 42 Killa No. 8/1(2-7) and 7/1(5-18) situated in the revenue estate of Village Harsaru, Sector – 88A, Gurugram, Haryana – 122505 vide Title Deed No. 15952 dated 25.02.2025 registered at Sub-Registrar Sub-Tehsil Harsaru, Gurugram.

**IN FAVOUR OF**

Mr./Ms. \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) son/daughter/  
wife of Mr. \_\_\_\_\_, residing at \_\_\_\_\_  
\_\_\_\_\_ (PAN \_\_\_\_\_),

Mr./Ms. \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) son/daughter/

wife of Mr. \_\_\_\_\_, residing at \_\_\_\_\_  
\_\_\_\_\_, (PAN \_\_\_\_\_),

hereinafter referred to as the "**Allottee/Vandee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) Party of the **SECOND PART**.

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

**DEFINITION/INTERPRETATION OF TERMS:**

- a. **Agreement** shall mean Agreement for Sale executed towards allotment of Unit in the Project along with the terms and conditions contained therein and the schedules attached hereto.
- b. **Common Area and Facilities** shall mean and include the following:  
\_\_\_\_\_
- c. **Project** shall mean project titled "**Emperium Titan**" being developed by the Vendor/ Promoter on Project Land situated at revenue estate of Village Harsaru, Sector-88A, Gurugram Manesar Urban Complex, Gurugram, Haryana – 122505, bearing HRERA Registration No. \_\_\_\_\_ dated \_\_\_\_\_.
- d. **Project Land** shall have the same meaning as defined under Rule 2(1)(q) of the Haryana Real Estate (Regulation and Development) Rules, 2017.

Explanation: The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two; reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted; & reference to the words "include" or "including" shall be construed without limitation.

**WHEREAS:**

1. That the Vendor is the fully competent and has right of development, construction and sale of the Project and individual units constructed upon the Project Land measuring 1.03125 Acres falling in Rectangular No. 42 Killa No. 8/1(2-7) and 7/1(5-18) situated in the revenue estate of Village Harsaru, Sector – 88A, Gurugram, Haryana – 122505 vide Title Deed No. 15952 dated 25.02.2025 registered at Sub-Registrar Sub-Tehsil Harsaru, Gurugram (hereinafter referred to as the "**Project Land**") and through the Collaboration Agreement Registered vide Deed No. 16419 dated 10.03.2025 and other necessary documents for the purpose defined;
2. That the Vendor had obtained the License for setting up of a Retirement Housing Project as approved by the competent authorities vide License Nos.

165 of 2025 dated 04.09.2025 (“**License**”) and Demarcation cum Zoning Plan vide Drawing No. DTCP-11423 dated 05.09.2025. The said License was granted under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 (“**Act**”) and Haryana Development and Regulation of Urban Areas Rule, 1976 (“**Rules**”) upon the conditions mentioned therein;

3. That the Project Land is free from all encumbrances and has a clear marketable title. The development and construction of the Project is subject to terms and conditions set forth herein;
4. That the Vendor was granted approval of the Building Plan vide Memo No. \_\_\_\_\_ dated \_\_\_\_\_ (“**Building Plan**”) for development of Retirement Housing Project on the Project Land including development of Common Areas and Facilities and comprising of several multi-storied apartment(s)/ building(s)/ tower(s) with Medical Room, Convenient Shopping Centre, Community Facilities and other essential components;
5. The Project has been developed by the Vendor in accordance with the aforementioned approvals and other sanctions, requisite permissions/ approvals/ NOCs from competent authorities including environment clearance and in terms of the provisions of the Retirement Housing Policy notified by Government of Haryana vide Notification No. Misc-1022/7/18/2024-2TCP dated 04.11.2024 and amendments thereto (“**Policy**”);
6. The Vendor has been granted all sanctions/ requisite permissions/ approvals/ NOCs from competent authorities to undertake the development, construction and sale of the Project and units therein which inter-alia comprises of Retirement Housing Project, Common Areas, several multi-storied apartment(s)/ building(s)/ tower(s) with Medical Room, Convenient Shopping Centre, Community Facilities and other essential components etc. and the Vendor has registered the Project under the provisions of the Real Estate Act 2016 with the Haryana Real Estate Regulatory Authority at Gurugram vide Registration No. \_\_\_\_\_ dated \_\_\_\_\_ (“**HRERA Registration**”) and the said Project is known as “**Emperium Titan**” (“**Project**”);
7. The Vendee has seen all documents including Record of Rights, License, Demarcation cum Zoning Plan, Building Plan, Completion Certificate/ Occupation Certificate and all other sanctions, requisite permissions/ approvals/ NOCs which have been granted by the competent authorities and the Vendee is fully satisfied about the right, title and interest, approvals, sanctions granted for the Project development and construction, including the said Unit, which have been carried out by Vendor as per applicable laws and rules;
8. The Vendee after fully satisfying himself about the right, title, location,

possession, interest, competency and limitations of the Vendor in the said Land and the Project, had expressed interest in the said Project and approached the Vendor for purchase/ allotment of said Unit for Residential/ Commercial usage along with parking usage rights (as applicable), in the Project vide his Application No. \_\_\_\_\_ dated \_\_\_\_\_ (“**Application**”) and pursuant thereto, Unit Bearing No. \_\_\_\_\_ having Carpet Area admeasuring \_\_\_\_\_ Sq. Mtr. (\_\_\_\_\_ Sq. Ft. approx.) Balcony Area \_\_\_\_\_ Sq. Ft. on \_\_\_\_\_ Floor in Tower No. \_\_\_\_\_ (“**Unit**”), together with the pro rata share in the Common Areas has been allotted in the Project vide Allotment Letter dated \_\_\_\_\_ (“**Allotment Letter**”) and an Agreement of Sale vide Vasika No. \_\_\_\_\_ dated \_\_\_\_\_ (“**Agreement**”) was duly executed and registered between the Parties;

9. The Vendor was granted Occupation Certificate by the competent authority vide Memo No. \_\_\_\_\_ dated \_\_\_\_\_;
10. The Vendor raised the final demand towards Total Sale Consideration and other Charges upon the Vendee after receipt of the Occupation Certificate and offered the possession of the Unit subject to payment of Total Sale Consideration, Other charges and execution of necessary documents, affidavits, indemnity and NOCs in terms of the Agreement for Sale;
11. The Vendee, prior to paying the balance sale consideration, has examined the said Unit, relevant documents including the final area and having fully satisfied itself with the final sizes, measurements, specification & exact location of the said Unit more particularly described in the schedules annexed hereto and the Vendee hereby acknowledges and confirms that the final carpet area of the Unit is \_\_\_\_\_ Sq. Mtr. (\_\_\_\_\_ Sq. Ft. approximately rounded off);
12. The Vendee, in terms of the Agreement of Sale, has paid the agreed Sale Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (“Sale Consideration”) for the said Unit, receipt whereof the Vendor does hereby acknowledge. The Vendee has agreed to bear all expenses for the execution and registration of the conveyance/ sale deed of the said Unit including cost of stamp duty, registration fee and other incidental charges and the Vendor are conveying, alienating, selling and transferring the said Unit to the Vendee on the terms and conditions contained hereinafter;
13. The Vendee confirms having considered, reviewed, evaluated and fully satisfied with the internal and external development, construction, features and amenities made at the site of the said Project by Vendor and having understood all the limitations and obligations of the Vendor with respect to the provisions of external and social infrastructure available to the site of the said Project, has now expressed his/her/their desire to get the Conveyance/ Sale Deed of

the said Unit executed and registered in his/her/their favour;

14. The Vendee further confirms that I/we have relied on my/our own independent judgment, enquiry, physical inspection of the documents and Project site including relevant information and details in executing the Deed. The Vendee is willingly consenting to the terms and conditions of this Conveyance/ Sale Deed in his/her/ their complete senses free from any coercion and/or undue influence and/or duress and/or misrepresentation and/or mistake and/or fraud;
15. The Vendor confirms that the Vendor has right/ title/ interest with respect to the Project Land, to carry out the development of the Project Land and that the Vendor has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project.
16. That the actual, physical, vacant and peaceful possession, free from all encumbrance, of the said Unit after measurement in all prospect in the presence of the Vendee, has been delivered to the Vendee by the Vendor upon execution and registration of this Deed by the Parties;
17. The Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Unit and Project, pay all charges as may be levied in terms of the "Service Operational Charges & Running Cost Agreement" ("Maintenance Agreement") executed by the Vendee and shall not interfere or object to any proposed balance construction to be raised thereon as per FAR and density available now or in future and relying on all the assurances, representations and warranties made herein by the Vendee;
18. The Parties represent and warrant that they have full power/authority to enter into, execute, and deliver this Deed. The Parties understand that the Deed constitutes legal, valid and binding obligation, enforceable in law.

**NOW THEREFORE in furtherance to receipt of the sale consideration, the Parties are executing this Deed for recording the Sale, Conveyance and Transfer on ownership basis said Unit, absolutely and forever, in favour of the Vendee on the terms and conditions mutually agreed by and between the Parties which is contained in this Sale/ Conveyance Deed as under:**

**1. Registration of Conveyance of the Unit:**

That upon the execution of this Sale/ Conveyance Deed, the Parties shall present the Deed for registration at the office of the jurisdictional sub-registrar. That all costs and expenses in relation to execution and registration of the Conveyance Deed, e.g., stamp duty, registration fee, municipal duties (if any) and other incidental and legal expenses relating thereto shall be borne solely by the Vendee.

That it shall be the responsibility of the Vendee to duly comply with all legal requirements for the purchase of immovable property i.e. the Unit, wherever applicable, and sign all applications, forms, affidavits, undertakings etc., as may be required for the said purpose. Further, subject to the terms and conditions mentioned herein, and all applicable laws, any other persons to whom the Unit is later sold, let, transferred, assigned or given possession of shall from time to time, sign all applications, papers, documents and do all acts, deeds, and things as the Vendor may require for safeguarding the interest of the Vendor and/or of the Project and/or of other occupants in the Project and the Vendee shall be responsible to procure such compliance by such other person.

**2. Total Sale Consideration and Charges:**

- a. That the Vendee has paid an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards the Total Sale Consideration and other charges (as per the terms of the Agreement for Sale executed between the Parties), to the Vendor subject to deduction of tax at source, the receipt of which the Vendor hereby acknowledges, the Vendor hereby sells, conveys and transfers all its rights, titles and interests (along with all easements, privileges, appurtenances attached thereto) absolutely in the Unit (including the exclusive right to use the particular parking space in the Project if applicable), in favour of the Vendee, free from all encumbrances. The ownership and entitlement of the Vendee in the Unit and with respect to the Project shall be as mentioned herein. The Vendee acknowledges and declares that the Vendor has handed over the actual, peaceful, vacant, physical and legal possession of the Unit to the Vendee, to his full and final, complete satisfaction.
- b. That the amount of the Total Sale Consideration is inclusive of the External Development Charges (hereinafter referred to as the 'EDC') and other charges/ fee/ tax/ cess etc., as presently specified by the DTCP and/or any other competent authority/ government. In the event an enhanced rate of EDC or other charges/ fee/ tax/ cess etc. is made applicable in the future, leading to an obligation on the Vendor to make additional payments to DTCP/ competent authority/ government on this account, in relation to the Project or any part thereof, the Vendor shall be entitled to require the Vendee and the Vendee shall be obligated to make payment of the amount of such enhanced EDC/ other charges/ fee/ tax/ cess etc. to the Vendor, on a pro-rata basis, in addition to the aforesaid Total Sale Consideration.
- c. That in event the Vendee is a Non-Resident Indian or Person of Indian Origin or a person not resident in India (within the scope of the Foreign Exchange Regulation Act, 1973 and Foreign Exchange Management Act, 1999) the Vendee represents and warrants to the Vendor that he/she has complied with all the applicable laws, regulations and formalities and obtained all necessary approvals as may be required under applicable laws, rules, notifications, orders and regulations of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc.

in relation to execution and registration of this Deed and consummation of the transaction hereunder. The Vendee shall be obliged to provide the Vendor with all such information, documents and proofs as the Vendor may require in this regard. The Vendee agrees that in the event of any failure on his part to comply with the applicable laws, the Vendee alone shall be liable and shall keep the Vendor, its directors, shareholders, employees and affiliates fully indemnified and harmless in this regard. The Vendor shall not be responsible towards any third-party making payments, remittances on behalf of the Vendee and such third party shall not be entitled to claim any benefit or entitlement against the Vendor or in the Project and the Vendee shall keep the Vendor and its directors, shareholders, employees and affiliates indemnified and harmless in this regard.

**3. Handover of Possession of the Unit:**

That the actual, physical, vacant and peaceful possession, free from all encumbrance, of the said Unit after measurement in all prospect in the presence of the Vendee, has been handed over to the Vendee and the Vendee hereby confirms taking over possession of the Unit from the Vendor after satisfying himself/ herself/ themselves that the construction and also the various installations like electrification works, fixtures & fittings, sanitary fittings, water and sewerage connection etc. and any other physical characteristics thereof and the services to be provided by the Vendor, have been made and provided in accordance with the drawings, designs and specifications as agreed and are in good order and condition that the Vendee is fully satisfied in this regard and has no complaint or claim in respect of area of the said Unit, delay in handover of the possession, any item of work, material, quantity & quality of work, installation etc. therein.

The actual and physical possession of the Unit has already been delivered to the Vendee and the Vendee hereby confirms having taken the possession thereof. The Vendee further confirms that before taking over physical possession of the Unit the Vendee has inspected/ checked and verified all material aspects and has no complaints/ claims in this regard including but not limited to carpet area of the Unit, delayed possession charges, all amenities, quantity & quality of construction, workmanship, specifications of the Unit and installations thereof, materials, fittings and fixtures used and/or provided therein and all services rendered and/or to be rendered and that the Vendee has no objection with respect to same. The Vendee has satisfied himself/ herself/ themselves/itself that the construction and also various installations in the Unit and the Building, has/have been provided in accordance with the sanctioned drawings and specifications and are in good order and condition. Further, the Vendee confirms and agrees that he/ she/ they shall not claim any compensation or withhold the payment of any charges on the ground that the infrastructure required for in the Building, the Project, is not yet complete. The Vendee assures the Vendor that he/she/they shall not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged to have been and/or not have been carried

out or completed and/or for any other reason whatsoever and such claim and/or objection, if any, shall be deemed to have been waived by the Vendee. It is further confirmed by the Vendee that sums payable towards compensation/ charges/ penalty/ interest etc. for delay in completion and decrease in area of the Unit/ Project, if any, stands satisfied, settled, condoned in full and consequentially no claim shall arise on the Vendor upon execution and registration of this deed.

**4. Entitlement of the Vendee in respect of the Unit:**

- a. That subject to the terms and conditions contained herein and to all applicable laws, upon the execution & registration of this Deed, the Vendee shall have the following rights with regard to the said Unit and/or the Project and other rights and facilities attached thereto:
  - i. Ownership of the Unit;
  - ii. Exclusive right to use the parking space, as applicable, with the Unit. The Vendee hereby acknowledges that the Unit along with parking space will be treated as a single indivisible unit for all purposes including the Act and, as such, cannot be transferred or dealt with separately. It has been made clear to the Vendee that the parking space so provided is for the exclusive use of the Vendee, subject to such rules and norms as may be specified by the Vendor or Service Provider/ Maintenance Agency or Competent Authority in this regard. The Vendee agrees that the Vendee shall not have any claim, right or interest whatsoever in respect of any other parking space(s) save and except the parking space so provided to him/ her. The Vendor shall have sole right to deal with or dispose of other parking spaces in the Project in the manner in which the Vendor deems fit; and
  - iii. Undivided and impartible pro-rata and the right to use the Common Areas and Facilities. Since the interest of the Vendee in the Common Areas and Facilities is undivided and cannot be separated, subject to timely payment of any applicable charges, including applicable maintenance charges and subject to such rules/norms as may be put in place for use of Common Areas and Facilities, the Vendee shall use the Common Areas and Facilities harmoniously along with other unit owners/ occupants, maintenance staff etc., without causing any inconvenience or hindrance/ annoyance to any of them.
- b. That the Vendee agree that except for the specific rights, title and interest enumerated herein, all rights, title and interest in or relating to the Project including the ownership of land(s), structures, facilities and amenities shall vest solely with the Vendor and the Vendor shall have the sole and absolute authority to deal in any manner with such land(s), structures, facilities and amenities including but not limited to creation of further rights in favour of any other person by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, quasi-government or any other authority or person as the Vendor may deem fit in its sole discretion. This undertaking shall survive throughout the occupancy of the Unit by the Vendee and/or his/her/its legal heirs, representatives, successors, administrators, executors, assigns etc.

- c. That the Vendee agrees that the Vendor has calculated the Total Sale Consideration payable by the Vendee for the Unit on the basis of its Carpet Area. The Vendee further agrees and undertakes that he/she/they have understood and agree to the formulation of the Carpet Area and its calculation for the purposes of the said Unit or otherwise in relation to this Deed and shall not question the same at any time. The Vendee shall have no rights, title or interest in relation to the Project or any part thereof except as mentioned herein and the Vendee confirms and represents that the Vendor has not indicated/ promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Vendee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities except for those as mentioned herein.
- d. The Vendee agrees that the Vendee shall seek a 'No Dues Certificate' from the Service Provider/ Maintenance Agency prior to transfer of rights/ title/ interests in the Unit to any third party and in case there remain any arrears due and payable to the Service Provider/ Maintenance Agency and/or the Vendor, the Vendee undertakes to clear such amounts prior to creating any third-party rights/ title/ interests in the Unit.

**5. Maintenance:**

- a. That the Vendor shall maintain the essential services of the Project till handover of the Project to the Service Provider/ Maintenance Agency/ Association of Allottees/ competent authority, as the case may be, post grant of Occupation Certificate/ Completion Certificate/ Part thereof to the Project. That the Maintenance Charges shall be fixed by the Service Provider/ Maintenance Agency annually/ quarterly/ monthly/ other based on estimate of maintenance costs incurred towards operations and upkeep of the Project. That Maintenance Charges shall be paid by the Vendee directly to the Service Provider/ Maintenance Agency appointed by the Vendor. That the Vendee shall enter into a separate Maintenance Agreement with the Vendor or the Service Provider/ Maintenance Agency nominated by the Vendor, that such terms and conditions contained in the Maintenance Agreement shall be binding on the Vendee. In case, the Association fails to take possession of the essential services as per prevailing laws governing the same, then in such a case, the Vendor shall have the right to recover/ charge the Maintenance Charges from the Vendee beyond its scope. The Maintenance Charges shall be recovered on such estimated basis, from all Vendees chargeable on uniformly applicable rates, on monthly/ quarterly/ half yearly/ annually basis or any other basis, as may be decided by the Vendor/ Service Provider/ Maintenance Agency and reconciled against the actual expenses, including but not limited to management fee of Service Provider/ Maintenance Agency on the Maintenance Charges, as may be decided by the Service Provider/ Maintenance Agency from time to time, as may be determined at the end of the financial year and any surplus/ deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year.
- b. That the Vendee shall, after taking possession, be solely responsible to

maintain the Unit along with parking (if applicable) at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit along with parking (if applicable), or common areas which may be in violation of any applicable laws and rules of any authority or change or alter or make additions to the Unit along with parking (if applicable) and keep the Unit along with parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- c. That the Vendor/ Service Provider/ Maintenance Agency/Competent Authority etc. as the case maybe shall have rights of access of common areas, parking spaces for providing necessary maintenance services and the Vendee agrees to permit the Vendor/ Service Provider/ Maintenance Agency/ Competent Authority, as the case maybe to enter into the Unit after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify defect(s), if any.
- d. That Vendees further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/ facade of the Project or anywhere on the exterior of the Project, buildings therein or Common Areas. The Vendee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Vendee shall not store any hazardous or combustible goods in the Unit and parking (if applicable) or place any heavy material in the common areas. The Vendor/ Vendee shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in rite of passage or access or common areas which otherwise are available for free access. The Vendee shall also not remove any wall, including the outer and load-bearing wall of the Unit and parking (if applicable), as the case maybe.
- e. The electricity, water and sewerage connection charges & security deposit (if any) shall be borne and paid by the Vendee(s). The Vendee(s) undertake to pay proportionately and additionally to the Vendor the cost of electricity, water, and sewage connection charges and/or other charges which may be payable in respect of the Unit to any competent authority as on date or in future.
- f. The obligations undertaken by the Vendee in general and specifically those regarding payment of statutory dues, maintenance charges, water, sewerage, and electricity charges shall be irrevocable obligations of the Vendee. The said obligations shall always run with the Unit and the project constructed thereupon and be binding on the subsequent transferee(s), successor(s) in interest and any person claiming through Vendee. The Vendee undertakes to disclose these covenants and conditions to all its subsequent transferee(s). The Vendee hereby agrees and undertakes that appropriate recitals to this effect shall be incorporated in the subsequent transfer documents or any document thereby creating any third-party rights, title or interests in the Unit. Further, the Vendee will ensure that the persons to whom the said Unit is transferred

will execute, acknowledge and deliver to the Vendor/ Service Provider/ Maintenance Agency such instruments and take such other actions in addition to the instruments and actions specifically provided as the Vendor/ Service Provider/ Maintenance Agency may reasonably request in order to effectuate the provisions of this Conveyance/ Sale Deed.

- g. The Vendee undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Vendor or Service Provider or Maintenance Agency, proportionate share as may be determined by the Vendor of all deposits and charges paid or payable by the Vendor to whom permission to receive bulk supply and distribute the same is granted. Further, the Vendee hereby acknowledges, agrees and confirms that the charges towards maintenance services, water consumption, electricity consumption inside the said Unit, common area electricity charges and other services etc., shall be billed and recovered in advance, for every month or for such other duration as the Vendor/ Service Provider/ Maintenance Agency may deem fit. The Vendee hereby undertakes to pay the bills so raised by the Vendor/Service Provider/ Maintenance Agency on or before the due date(s) as mentioned in the bills.
- h. That the Vendee undertakes to contribute towards common liability for contribution towards common expenses. That Vendee shall not be entitled to exempt itself from the liability for its contribution towards the common expenses by waiver of the use or enjoyment of any of the common area and facilities or by abandonment of the Unit.

**6. Membership of Association/Society:**

That the Vendee shall become a member of association/ society in respect of the Retirement Housing Project that may be/has been formed by the Vendor on behalf of all unit buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.

**7. Payment of Stamp Duty etc. by Vendee:**

That all costs of stamp duty, registration fee and other miscellaneous/ incidental expenses for the execution and registration of this Deed have been borne and paid by the Vendee. If the competent authority increases any statutory payment, at any point in time, the same shall be borne by the Vendee. The Vendee further agrees to pay any demand/ deficiency of stamp duty, fee etc. made by the relevant government authority, in future.

**8. Waiver:**

That the Vendee understands and acknowledges that by executing this Deed, he/she is waiving all rights, if any, to make any claims against the Vendor with regards to damages/ compensation/ interest/ any other amounts before any court, tribunal, arbitrator, authority, government department or judicial or quasi-judicial fora, inter alia on the grounds of quantity and quality of material and construction or delay in construction or delay in delivery of possession of the Unit. The Vendee acknowledges that this waiver has been granted and signed by me/ us voluntarily and freely, without any force, undue influence,

coercion or pressure whatsoever. The Vendee acknowledges that the present terms are a valid, legal and binding obligation on me/ us and I/we shall abide by the same.

**9. Defect Liability:**

That the Parties mutually agree that in case of any structural defect or any other material defect in the quality of the Unit is brought to the notice of the Vendor by the Vendee, within a period of 5 (five) years from the date of offer of possession, it shall be the duty of the Vendor to rectify such defects without further charge, within ninety days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Vendee shall be entitled to receive appropriate compensation in the manner as provided under the RERA Act.

Provided that, the Promoter shall not be liable for any such structural and architectural defect induced by any act or omission of the Vendee.

**10. Statutory Liability Post Execution of Conveyance Deed:**

That Notwithstanding the execution of this Deed, the Vendee undertakes, acknowledges and agrees that he shall be responsible to bear any liability arising on account of taxes, dues, charges, statutory demands including but not limited to any amount towards External Development Charges, demands made by any governmental department or municipal authority, any tax, cess, levy or any other amounts pertaining to his Unit/ Project or its continued use and enjoyment. The said amount shall be reimbursed by the Vendee within 15 days of written demand from the Vendor.

**11. Deed is for Unit:**

That the Vendee agrees and understands that this Deed is strictly and only in respect of this Unit agreed to be sold in terms of this Deed, Agreement for Sale and Allotment pertaining to the Unit. The nature, extent, specifications, time, and other matters related to the provision of common areas & facilities shall be at the sole discretion of the Vendor/ Service Provider/ Maintenance Agency. That it is specifically agreed and understood by the Vendee that all other lands, areas, facilities and amenities in the Project are specifically excluded from the scope of this Deed and the Vendee shall not be entitled to ownership rights, rights of interest, etc., in any form or manner whatsoever in such lands, areas, facilities and amenities. The Vendee agrees that ownership such lands, areas, facilities, and amenities vests solely with the Vendor, and their manner of use or method of disposal etc. shall be at the sole discretion of the Vendor.

That the Vendee agrees and understands that the Vendor shall have right to use the basement(s), service areas, other common areas (if any), as located within the premises of the Project for the purposes such as parking spaces, services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

That the Vendee undertakes to not use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the allottees, maintenance agencies/ competent authority, as the case may be for rendering maintenance services.

The provisions of this Deed cannot be read in evidence or interpreted in any manner or for the purpose of any suits or proceedings before any court(s), forum(s) involving any other apartment(s) or any other components of the Project or any other Project(s) of the Vendor or its affiliates/ associates/ subsidiaries/ group companies etc.

**12. Severability:**

That in event that any of the provisions of this Deed shall be determined to be void or unenforceable under any Applicable Law, such provision shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to abide with the Applicable Laws and the remaining provisions shall be enforceable and valid.

In event that any such prohibition or unenforceability substantially affects or alters the terms and conditions of this Deed, then the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Deed as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Deed, prior to such prohibition or unenforceability.

**13. Vendor's Right to put any Signage on the façade of Project:**

That the Vendee agrees that the Vendor shall have the right to put up any signage on the façade of the Project for branding purposes and the Vendee undertakes not to raise any objection/ claim towards the same.

**14. Vendor's Right to Transfer the ownership of the Project, Club House and Common Facilities or any part thereof:**

That the Vendor subject to Applicable Laws, reserves the right to transfer the ownership of the said Project, Club House and Common Facilities in whole or in parts, and at any time to any third party (whether incorporated or not) including to a partnership firm, body corporate(s), association of persons etc., by way of transfer/ sale/ assignment or any other arrangement, as may be decided by the Vendor in its sole discretion, and the Vendee agrees that he/she has no objection to this and shall not raise any objection in this regard.

**15. Vendor's Right to Join as Affected Party:**

That the Vendor shall have the right to join as an affected party in any suit/ complaint filed before any appropriate court by the Vendee if the Vendor's rights under this Deed are likely to be affected/ prejudiced in any manner whatsoever by the decision of the court on such suit/ complaint. The Vendee agrees to keep the Vendor fully informed at all times in this regard.

**16. Vendee's Obligation to abide by the Applicable Laws:**

That the Vendee shall abide by the laws of the land including any local enactments in respect of this Deed and the Unit/Project. The Vendor may, with the prior notice to the Vendee, inspect the Unit from time to time at frequencies considered necessary by the Vendor and should any contravention of applicable laws or norms by the Vendee be identified by the Vendor, the Vendee shall ensure compliance with the requirements as per the Applicable Laws. Any penalties levied by the Government, municipal body or any authority etc., as a result of non-compliance of any law by the Vendee (or person claiming through or under the Vendee), in respect of the Unit, shall be borne by the Vendee alone. The Vendee shall keep the Vendor and its directors, shareholders, employees and agents harmless and indemnified against all such claims or penalties.

**17. Binding effect of the Deed on subsequent purchaser/ assignee/ licensee/ transferee etc.**

That the Vendee agrees and understands that all the provisions contained herein and the obligations arising herein in respect of the Unit and/or the Project or otherwise owed to the Vendor or any service provider/ maintenance agency shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees etc. and/or subsequent purchasers/ assignees/ nominees/ licensee etc. as the case maybe of the Unit, as the said obligations go along with the Unit for all intents and purposes.

**18. Vendee's Undertaking:**

- a. That the Vendee undertakes and agrees that he/she has been provided detailed explanations and clarifications from the Vendor pertaining to all facts, terms, conditions and representations made by the Vendor.
- b. That the Vendee agrees that he has paid the Total Sale Consideration and/or Other Charges and signed this Conveyance Deed being fully conscious of his rights and liabilities.
- c. That in event that the allotment/sale/transfer of the said Unit has been done in favour of more than one person (both of which have been collectively referred to herein as the "Vendee"), then each such Vendee shall be jointly and severally liable for all of the Vendee's obligations contained in this Deed.

**19. Vendor's Undertaking:**

That the Vendor undertakes and assures the Vendee that the Unit is free from any encumbrance including but not limited to sale, gift, mortgage, dispute, attachment, lien, claims etc. The Vendor further assures that the Vendor is legally competent and has complete title/ right to transfer the Unit to the Vendee.



**Schedule I**  
**Description Of Unit Under Sale**

The Unit for Residential/ Commercial usage along with parking usage rights (as applicable), Bearing No. \_\_\_\_\_ having Carpet Area admeasuring \_\_\_\_\_ Sq. Mtr. (\_\_\_\_\_ Sq. Ft. approx.) Balcony Area \_\_\_\_\_ Sq. Ft. on \_\_\_\_\_ Floor in Tower No. \_\_\_\_\_ in the Project titled "Emperium Titan" being developed by the Vendor on the Project Land.

**Schedule II**  
**Tentative Specifications of the Unit**

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seal to these presents on the day, month and year and the place first above written in the presence of witnesses:

**VENDOR:**

**Emperium Infrastructure Private Limited through Authorised Signatory**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**VANDEE:**

1. Signature: \_\_\_\_\_ 2. Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

**WITNESSES:**

1. Signature: \_\_\_\_\_ 2. Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_