

CONVEYANCE DEED

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| 1. Nature of document - | Conveyance Deed |
| 2. Village/Block - | Village Maidawas, Sector 65-66 |
| 3. Tehsil - | Gurgaon |
| 4. Sub-Tehsil - | Gurgaon |
| 5. District - | Gurugram (Gurgaon) |
| 6. Area - | _____ Sq. Mtrs. (_____ Sq. Yds.) |
| 7. Sale Consideration
/Transaction Value - | Rs. _____/- |
| 8. Stamp Duty - | Rs. _____/- |
| 9. Stamp Certificate No. / Date - | |
| 10. Stamp GRN - | |
| 11. Commercial or Residential - | Residential |
| 12. Plot No. - | |
| 13. Property ID - | |
| 14. Property Address | Plot No. _____, in residential plotted colony,
"MARBELLA TERRACES", located at
Village Maidawas, Sector 65-66 Tehsil and
District Gurugram, Haryana, India, Pin - _____ |



Promoter

Landowner

Vendee

This **Conveyance Deed** (“**Deed**”) together with all the schedules and annexures is made and executed at Gurugram (Gurgaon), Haryana, India on this ___day of ___, 20__.

By & Between

Emaar India Limited (CIN: _____, PAN: _____), a company registered under the Companies Act, 1956 and existing under Companies Act, 2013 having its registered office at 306-308, Square One, District Center, Saket, New Delhi—110017 and Corporate Office at Emaar Business Park, 2nd Floor Mehrauli Gurugram Road, Sikanderpur Chowk, Sector-28, Gurugram-122002, Haryana, India, acting through its duly authorized Signatory _____ to sign and execute this Conveyance Deed and to appear and present this Conveyance Deed for registration through _____ vide board resolution of the Company dated _____, (hereinafter referred to as the “**Promoter**”, which expression shall, where the context so admits, include its successors-in-interest and permitted assigns, etc.) of the **First Part**;

And

(i) M/s. **Active Promoters Pvt. Ltd.** [CIN: U45201DL2004PTC128384] [PAN: AAECA9956G], (ii) M/s. **Fluff Projects Pvt. Ltd.** [CIN: U45200DL2006PTC156937] [PAN: AABCF0576C], (iii) M/s. **Fondant Propbuild Pvt. Ltd.** [CIN: U45200DL2007PTC157275] [PAN: AABCF0549B], (iv) M/s. **Foray Propbuild Pvt. Ltd.** [CIN:U45200DL2007PTC157512] [PAN: AABCF3447L], (v) M/s **Fount Propbuild Pvt. Ltd.** [CIN:U45200DL2007PTC157505] [PAN: AABCF0552C], (vi) M/s. **Foyer Propbuild Pvt. Ltd.** [CIN:U45200DL2007PTC157509] [PAN: AABCF0555F], (vii) M/s. **FronD Propbuild Pvt. Ltd.** [CIN:U45200DL2007PTC157566] [PAN: AABCF0553D], (viii) M/s. **Froth Propbuild Pvt. Ltd.** [CIN:U45200DL2007PTC157991] [PAN: AABCF0554E], (ix) M/s. **Gadget Propbuild Pvt. Ltd.** [CIN:U45200DL2006PTC157107] [PAN: AACCG7648F], (x) M/s. **Garnet Propbuild Pvt. Ltd.** [CIN:U45200DL2007PTC158036] [PAN: AACCG7740E], (xi) M/s. **Gems Buildcon Pvt. Ltd.** [CIN:U45201DL2005PTC138135] [PAN: AACCG3943M], (xii) M/s. **Glade Propbuild Pvt. Ltd.** [CIN:U45200DL2007PTC157826] [PAN: AACCG7733K], (xiii) M/s **Jive Propbuild Pvt. Ltd.** [CIN:U45200DL2007PTC157920] [PAN: AABCJ7909F], (xiv) M/s. **Kamdhenu Projects Pvt. Ltd.** [CIN:U70102DL2006PTC149136] [PAN: AADCK2169A], (xv) M/s. **Logical Developers Pvt. Ltd.** [CIN: U45201DL2004PTC128388] [PAN: AABCL0432H], (xvi) M/s. **Modular Estates Pvt. Ltd.** [CIN: U45201DL2006PTC147838] [PAN: AAECM6003E], (xvii) M/s. **Monarch Projects Pvt. Ltd.** [CIN: U45201DL2006PTC147466] [PAN: AAECM5871C], (xviii) M/s. **Nayas Projects Pvt. Ltd.** [CIN: U70101DL2006PTC148774] [PAN: AACCN3019R], (xix) M/s. **Rudraksha Realtors Pvt. Ltd.** [CIN:U45201DL2006PTC147471] [PAN: AADCR2474D], (xx) M/s. **Sonex Projects Pvt. Ltd.** [CIN: U74899DL2005PTC138134] [PAN: AAJCS2241M], (xxi) M/s. **Tanmay Developers Pvt. Ltd.** [CIN: U70109DL2006PTC150818] [PAN: AACCT4762F], (xxii) M/s. **Toff Builders Pvt. Ltd.** [CIN: U70109DL2006PTC149645] [PAN: AACCT4815H], **Metroline (Shivpuri) Estates Pvt. Ltd.** [CIN: U70102DL2007PTC165930] [PAN: AAFCM1952P], each a company incorporated under the Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi – 110017,

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acting through their Authorized Signatory vide Board Resolutions each dated _____, **Aspirant Builders Pvt. Ltd.** [CIN: _____] [PAN: _____], company incorporated under the Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at _____, acting through its Authorised Signatory via Board Resolution dated _____, along with other individual landowners including **Mr. Adhesh Tyagi** and **Mrs. Kiran Tyagi**, acting through their Authorized Signatory vide Power of Attorney dated _____, and Sh. Om Prakash, Sh. Ved Prakash, Sh. Anil, Sh. Munesh Kumar, Sh. Antesh Kumar, Ms. Prerna, Sh. Siddharth, Ms. Saloni, acting through their Authorized Signatory vide Power of Attorney dated _____, hereinafter collectively referred to as the “**Landowners**”, which expression shall, where the context so admits, include their successors-in-interest and permitted assigns and have duly authorized Emaar India Limited to sign and execute this Agreement for Sale and to appear and present this Agreement for Sale for registration before the concerned Sub-Registrar, of the **SECOND PART**;

The ‘Promoter’ and the ‘Landowners’ are hereinafter collectively referred to as “**Vendors**”;

In favour of

[•] (Aadhar No. [•], PAN [•]) son/daughter/wife of Mr. [•], permanent resident and presently residing at [•] (hereinafter, referred to as the “**Vendee**”, which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and deemed to mean and include, in case of (i) individual / proprietorship firm - the Vendee’s legal heirs, legal representatives, executors, administrators, successors and permitted assigns; (ii) partnership firm / LLP / HUF - all the partners of the Firm/LLP/Karta and each member of HUF/ Firm / LLP along with their respective legal heirs, legal representatives, administrators, executors, successors and permitted assigns; (iii) company / society / trust, its successors-in-interest and permitted assigns; of the **Other Part**.

The ‘Vendors’ and the ‘Vendee’ are individually also referred to hereinafter as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A. The Landowners and Promoter collectively, are the absolute, sole and lawful owner of the land, totally admeasuring 114.419 acres (Approx.) situated in the revenue estate of village Maidawas, Sector 65-66, Gurugram – Manesar Urban Complex, District Gurugram, Haryana, India. The Promoter has entered into various collaboration agreements with the Landowners wherein the Promoter has been vested with the complete authority and power to undertake the development of the Project (defined hereunder), and pursuant thereto, the Landowners were granted by the Director, Town and Country Planning, Haryana (“**DTCP**”), - (i) License no. 97 of 2010 dated 18.11.2010 bearing endorsement no. LC-2169-B/DS(R)-2010/6341, (ii) License No. 41 of 2011 dated 03.05.2011 bearing endorsement no. DSR-LC-2169-B/2011/5839, (iii) License No. 101 of 2023 dated 06.05.2023 bearing endorsement no. LC-2169-O-JE(DS)-2023/13638, and (iv) License

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No. 265 of 2025 dated 31.12.2025 bearing endorsement no. LC-2169-Q-III/JE(RK)/2025/50102, for setting up of a residential plotted colony on the land admeasuring 114.419 acres (Approx.), hereinafter referred to as **Licensed Land**. The Promoter is constructing and developing the residential plotted colony on the Licensed Land in a phased manner in accordance with the revised phasing and layout plan and accordingly, the Promoter has developed **Phase 5** of the residential plotted colony on land parcel admeasuring 20.24225 acres out of the said Licensed Land, as detailed in **Schedule - II** (hereinafter referred to as "**Said Land**") under the name and style of "**Marbella Terraces**" (hereinafter referred to as the "**Project**") in accordance with the terms and conditions of the said license, and approved layout plan/demarcation/zoning/site plan and other requisite sanctions, permissions, approvals obtained from the competent authorities.

- B. The Promoter has registered the Project under the provisions of the Real Estate Act along with other amenities and facilities under the name of "**MARBELLA TERRACES**" vide RERA registration bearing no. _____ dated _____.
- C. The Promoter has developed the Project in accordance with the requisite approvals including but not limited to the approved layout plan/phasing plan/demarcation-cum-zoning/ site plan, other requisite sanctions, permissions, approvals obtained from the competent authority. However, this Deed is confined and limited in its scope to the Plot No. _____ (defined hereunder) of the Project.
- D. The Vendee has carried out the inspection of the Said Land, License, with details of ownership of the Said Land, layout plan/phasing plan/demarcation-cum-zoning/site plan, other approvals, sanctions, permissions and other documents relating to the title, competency & all other relevant details to his/her/its/their satisfaction.
- E. Prior to execution of the Agreement for Sale, the Vendee had demanded from the Vendors and the Vendors had allowed the Vendee, inspection of layout and sanctioned plans of the Project, ownership record of the Said Land and all other documents relating to the title, competency and approvals and exemptions all other relevant details. The Vendee has also visited the Project site, seen the Project and the location of his/her/its/their Plot (defined hereunder) situated thereon and is satisfied with the same. The Vendee accepts and confirms that the Vendors have furnished all requisite information, clarification and explanations as required by the Vendee to his/her/its/their complete satisfaction and after fully satisfying himself/herself/itself/themselves about the rights, interest and title of the Vendors in the Said Land, the Project, along with other details of the Project, had applied for allotment of a residential plot in the Project, as per description given herein below. The Vendee acknowledges and confirms that the Vendee is fully satisfied with the title and competency of the Vendors to execute this Conveyance Deed.
- F. The Vendee had entered into an Agreement for Sale dated _____ (hereinafter referred to as the "**Agreement**") with the Vendors by and under which the Vendee had agreed to purchase a residential plot bearing No. _____ having an area of ____ Sq. Mtrs. (____ Sq. Yds.) (hereinafter referred to as the "**Plot**") along with the right to use and access

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all common areas and facilities including but not limited to paths, passages, rights, liberties, privileges, easements and benefits appurtenant to the Plot or any part thereof in the Project, and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained therein and the terms, conditions, stipulations and restrictions contained herein.

- G. The Vendee acknowledges that the Promoter has readily provided complete information and clarification as required by the Vendee, however the Vendee has ultimately relied upon its own independent investigations and judgment in purchasing the Plot. Save and except as specifically represented herein, the Vendee's decision to purchase the Plot, is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Promoter or otherwise including but not limited to, any representations relating to the Said Land, or the specifications therein or any other physical characteristics thereof, the estimated facilities / amenities to be made available to the Vendee or any purported services to be provided by the Promoter and / or Vendors. No oral or written representations or statements whatsoever made at any stage shall be considered to be part of this Conveyance Deed and this Deed is self-contained and complete in itself in all respects and supersedes all and any previous communications between the Vendee and the Vendors.
- H. The Vendee confirms that the Vendee has verified the description / physical condition of the Project and / or the size, dimensions, etc. of the Plot or any other physical characteristics thereof, the services to be provided by the Vendors, 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 a part of this Deed as this Deed being self-contained and complete in itself in all respects, and as such the Vendors and the Vendee have desired to transfer the title of the Plot in favour of the Vendee on the terms and conditions contained herein.
- I. The Vendors are well and sufficiently entitled to the Plot and no one other than the Vendors, has any title, interest, right or claim of any kind whatsoever in the Plot, as on the date hereof, is free from all encumbrances and the Vendors hold unimpeachable and marketable right to convey, transfer, alienate and sell the Plot.
- J. The Plot demarcation has been completed, and the Vendee is fully satisfied and has no claim of any nature whatsoever against the Vendors and further the Vendee confirms that the area of the Plot is approx. _____ Sq. Mtrs. (____ Sq. Yds.). The Vendee has agreed and accepted the final area of the Plot and has paid total consideration, as mutually agreed between the Parties.
- K. The Vendee has inspected the Plot and only after being fully and completely satisfied has agreed to take possession and get the conveyance deed in respect of the Plot in his / her /

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its / their favour. The Vendee has made the entire payment of the agreed Consideration (defined hereinafter) amount and has accordingly requested to execute the Deed i.e., the Conveyance Deed of the same on their complying with the formalities, terms and conditions, as prescribed.

- L. The Vendee agrees that till the common areas and facilities are not taken over by the association of allottees/competent authority, as the case may be, the Project will be maintained by a maintenance agency so appointed by the Promoter. The Vendee also agrees and accepts that the Vendee shall become a member of the association of allottees, constituted under The Haryana Registration and Regulation of Societies Act, 2012 and rules framed thereunder for facilitating compliance of various Rules and Regulations for the Project and also for facilitating maintenance thereof in all respects subject to the timely payment of the maintenance charges to maintenance agency / association of allottees, as the case may be.
- M. The Vendee hereby also assures, represents and warrants to the Vendors that he / she / it / they shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the Plot, the Project and pay its maintenance and other recurring / usage charges, taxes, cess and any other charge, which the competent authority(ies) decides to levy in future in respect thereof.
- N. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the applicable laws.

NOW THEREFORE THIS CONVEYANCE DEED WITNESSETH AS UNDER:

1. That in consideration for a sum of Rs. _____/- (**Rupees _____ Only**) ("**Consideration**"), paid by the Vendee, towards full and final sale consideration of the Plot (the receipt of which the Vendors do hereby admit and acknowledge), and in terms of the Agreement, the Vendors do hereby sell, transfer, grant, convey and assure unto the Vendee by way of sale of all its rights, title, and interest, benefits and advantages in ALL THAT is consisting of the **Plot No. _____** in the Project having an area of **____ Sq. Mtrs. (____ Sq. Yds.)**, more particularly described under **Schedule – I** herein, together with right to use of all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the Plot free from all encumbrances, charges, liens, lis pendens, litigation etc. and the right to use common area and facilities absolutely unto the Vendee who has agreed to hold, use and enjoy the same and alienate the same subject to the exceptions, reservations, conditions and covenants contained herein. The site plan of the Plot is annexed herein as **Schedule – III**.

2. This Conveyance Deed in respect of transaction involved herein is valued for the purposes of stamp duty at the rate of Rs. _____/- (**Rupees _____ Only**) in terms of the Indian Stamp Act, 1899.

Promoter

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3. That the Vendee shall have ownership of the Plot and the Vendee understands that this would require the Vendee to use the common areas and facilities within the Project, harmoniously along with other owners of the Project, 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 Project shall always be subject to the timely payment of maintenance charges applicable thereon. 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 residential plotted colony, 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 Vendors.
4. Further it is clarified to the Vendee that the Vendors shall be carrying out extensive development activities now or in future in the entire area falling outside the Plot and that the Vendee shall not have a right to raise any objection(s) or make any claim(s) or default in making payments in time, on account of inconvenience if any, which may be/ alleged to have been caused to the Vendee due to such development or other activities incidental / related to it. The Vendee confirms that all rights including the rights of ownership of such land(s), facilities and amenities shall vest solely with the Vendors, who shall alone have the sole and absolute right/authority to deal in any manner with such land(s), facilities and amenities.
5. The development of the residential plotted colony on the Licensed Land has been/shall be developed in a planned and phased manner, certain facilities and services have been/shall be made available in a phased manner as per the progress and development of the residential plotted colony. The common facilities developed as a part of the Project may also cater to other phases of the residential plotted colony and the same may be treated as common facilities for the entire residential plotted colony. The Promoter shall be entitled to co-join the facilities and services developed/proposed to be developed which may *inter-alia* include electric substation/ switching station, sewage treatment plant, waste treatment plant, electrical transformer and panel, garbage handling areas, etc., as may be permitted by competent authorities and applicable laws, within the residential plotted colony. The Vendee hereby confirms that the Promoter shall be entitled to provide for such utilization/ enhancement of the facilities and services which may/shall be common and shared for the entire development. The Vendee agrees and undertakes that he/she/it/they shall not raise any objection or create dispute or cause any other impediments against the Promoter on conjunction of facilities and services for the residential plotted colony, as mentioned above.
6. The Vendee is informed, and the Vendee acknowledges that the Promoter has carried out the internal infrastructure development within the Project, which *inter alia*, includes laying of roads, water lines, sewer lines, storm water lines, Sewage Treatment Plant, Water Treatment Plant, electrical lines, electrical transformer, garbage handling area, etc. as per the overall planning in line with the sanctions and approvals so received. However, it is

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understood that external linkages for these services beyond the periphery of the Project are to be provided by the competent authorities. The Vendee hereby confirms and acknowledges that the Promoter is not liable for development of such services which are to be constructed by the competent authorities concerned. The Promoter is dependent on the competent authorities for providing such external linkage and the Promoter shall not be responsible for any unfinished works, save and except towards payment of EDC/ SIDC/ IAC, as the case may be, as applicable.

7. The Vendee acknowledges and confirms that in the course of construction and development to be undertaken by the Vendee on the Plot, may harm, destruct, damage etc., to the presently and/or then existing infrastructure for the Project in general and the infrastructure in and around the Plot in particular, and including but not limited to the roads, facilities, amenities, common areas and services in/of the Project and also to the adjoining premises. Therefore, the Vendee hereby agrees, confirms, undertakes and declares that it shall take all requisite measures and precautions during the course of the aforesaid construction and development to be undertaken on the Plot so as to prevent any damage, harm, destruction, loss etc. of property and life and also cause the persons contracted, engaged or employed by it to ensure that requisite and appropriate measures are undertaken.
8. The Vendee hereby agrees, confirms, undertakes and declares to keep the Promoter and/or the concerned maintenance agency (including their respective directors, officers, managers, partners, employees and representatives etc.) fully indemnified and harmless against any and all losses, liabilities, costs, claims, demands, damages, expenses, disputes, proceedings and all other actions etc. arising out of any default on part of the Vendee qua his/her/its/their obligations under this Deed. The Vendee hereby agrees, confirms, undertakes and declares to remain bound by all the rules, regulations, bye laws, notices, other advisories etc., of the Promoter and/or the concerned maintenance agency and/or the association of allottees, and the applicable laws and the approvals, permissions, sanctions, permits, licenses, etc., obtained and procured by the Vendee from competent authority(ies) in relation to the construction and development to be undertaken on the said Plot in particular and as obtained and procured by the Promoter for the Project in general.
9. Further, the Vendee hereby agrees, confirms and undertakes to tender a refundable security deposit to the Promoter /association of allottees, as the case maybe, a sum of Rs _____/- (Rupees _____ Only) or such other sum as may be considered reasonable and justified by the Promoter /association of allottees, as the case maybe before commencing the activity of construction and development on the said Plot as a security towards any such damage/destruction/harm in the Project at the time of making application for the permission for the construction and development on the Plot towards its agreed and binding obligations to prevent any damage, harm, injury, loss etc., to the property and life and to set right all such damages, costs, expenses and claims etc., in case of / due to the construction and development being /to be undertaken on the said Plot. The Vendee agrees and undertakes to be solely liable for any damage caused to any of the road, facilities amenities, common areas and services while constructing on his/her/its/ their Plot and agrees to either repair the damage caused to the full satisfaction of the Promoter/



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association of allottees or pay for any damage caused to the road, facilities amenities, common areas and services as stated above. In case, the Vendee despite his agreed obligations fails to set right and make good the loss, claims, costs, expenses, demands etc, on account of any such destruction, damage, loss to the property and/or life in carrying out the construction and development on the said Plot, the Promoter/association of allottees shall be fully entitled to adjust the refundable security deposit as stated above against any loss, claims, costs, expenses, demands etc., and the Vendee shall accept the same without any demur or protest.

10. The Vendee has paid the pro-rata share of external development charges (“EDC”), State Infrastructure Development Charges (“SIDC”) or any other development cost or charges, as applicable till date, as part of the total price of the Plot. The Vendee further agrees and undertakes to pay any increase in / levy of EDC/SIDC or any other development cost or charge, (by whatever name called or in whatever form including with retrospective effect) on pro-rata basis directly to the government. If, however, the Vendors are required to pay such increase of such charges or costs to the government agencies, then the Vendee agrees and undertakes to reimburse the same to the Vendors. The pro-rata share of the Vendee as determined by the Vendors shall be final and binding on the Vendee. In the event of such charges remaining unpaid, the same shall be treated as unpaid Total Price till the time such charges are paid. The Vendors shall also have the right to take legal recourse and to charge interest on the same for the period of delay.
11. The Vendee confirms and undertakes that the Vendee shall be liable to pay all government rates, tax on land, municipal tax, property tax, goods and services tax, wealth tax, taxes and cesses, fees or levies of all and any kind by whatever name called, whether levied or leviable, now or in future, by the government, municipal authority or any other government or regulatory authority on the Plot/ Project, as the case may be, as shall be assessable or applicable from the date of booking. The Vendee further agrees that if the Plot is not assessed separately, then the Vendee shall pay the same on pro-rata basis, as is/ shall be determined and demanded by the Vendors and the same shall be final and binding on the Vendee. If the Plot is assessed separately, the Vendee shall pay the same directly to the competent authority on demand, being raised by the competent authority towards the same.
12. That the actual, physical, vacant possession of the Plot has been taken over by the Vendee after having inspected and fully satisfied himself / herself / themselves / itself. The Vendee further confirms that before taking over physical possession of the Plot, the Vendee has inspected/checked and verified all material aspects and has no complaints / claims in this regard including but not limited to area of the Plot. Further, the Vendee confirms and agrees that he / she / they / it shall not claim any compensation or withhold the payment of any charges on the ground that the infrastructure required in the Project is not yet complete, and/or on any other ground whatsoever. It is further confirmed by the Vendee that sums payable towards compensation/ charges/ penalty/ interest/ etc. for delay in completion of the Project, if any, stands condoned and consequentially no claim shall arise on the Vendors. The Vendee assures the Vendors that he / she / they / it shall not raise any objection or make any claim against the Vendors in respect of any item of work which may be alleged

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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.

13. In order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures, the Vendor, has appointed Emaar India Community Management Private Limited (“EICMPL”/ “Maintenance Agency”) to provide maintenance services in the Project till the operations and maintenance of the Project is taken over by the association of allottees/competent authority, as the case may be. The Vendee acknowledges and confirms to abide by the terms and conditions of the Maintenance Agreement which shall be executed between the Promoter, Vendee and the Maintenance Agency and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Vendee assures and undertakes to pay the total maintenance charges as shall be determined by the Maintenance Agency in terms of the said maintenance agreement. The Vendee confirms and acknowledges that the maintenance charges and the maintenance services are more elaborately described in the maintenance agreement. The Vendee shall pay the maintenance charges to the Maintenance Agency /association of allottees as per the total area of the Plot and upon construction, as per the total built up area, as the case may be.
14. That the Vendee shall not use the Plot or permit the same to be used for any purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other plots or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the Plot which may tend to cause damage to any plot adjacent to the Plot or anywhere in the Project or in any manner interfere with the use thereof or of spaces or amenities available for common use. The use of the Plot is strictly meant for the use as residential. In case the Vendee uses or permits the use of the Plot for any purpose other than the one indicated above, in that event, the Vendors /association of allottees shall be entitled to initiate appropriate action against the Vendee. Further, the Vendee or his/her/ their / its agents / assigns shall be solely and fully responsible to pay for all costs, penalty, charges etc. levied by the competent authority(ies) and shall keep the Vendors and / or association of allottees fully indemnified and risk free against all costs, charges, expenses, losses or damages and costs which may be incurred or suffered by the Vendors and / or association of allottees.
15. That the Vendee hereby undertakes to abide by all laws, rules and regulations applicable to the Plot. The Vendee shall sign and execute requisite documents and abide by the rules and bye-laws of the association of allottees that has been formed in compliance of the provisions of the said Act. Additionally, the Vendee shall abide by all laws, bye-laws, rules and regulations of the Government, Local/Municipal Authorities and/or competent authority(ies) and / or any other authorities and local bodies and association of allottees shall attend, answer and be responsible for all such deviations, violations or breaches, of any such conditions or laws, bye-laws, rules and regulations.



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16. That since the share/interest of the Vendee in the common areas and facilities is undivided and cannot be separated, the Vendee shall be obliged to use the common areas and facilities along with other occupants, staff of the association of allottees without causing any inconvenience or hindrance to them. The Vendee agrees and confirms that he/ she/they/it shall not put up any obstruction in the movement of people in the common areas and facilities.
17. 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 Vendors 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 Vendors and comply with necessary formalities, if any, under the applicable laws.
18. The Vendee acknowledges and confirms that the Vendors or its agents may at its sole discretion, and if the situation warrants, and subject to such government approvals as may be necessary, enter into an arrangement for supplying power to the Project and any other project which the Vendors may develop in future. In such an eventuality the Vendee fully concurs and confirms that the Vendee shall have no objection to such arrangement for supply of power and the Vendee gives complete consent to such an arrangement including it being an exclusive source of power supply to the Project or to the Plot directly and the Vendee has noted the possibility of it being to the exclusion of power supply from DHBVN / State Electricity Boards (SEBs) / any other source. This arrangement may be provided by the Vendors or its agents directly or through Maintenance Agency or through the respective association of allottees, if any, within the Project / future development to be undertaken by the Vendors. Further, the Vendors or its agents shall have the sole right to select the site, capacity and type of the power supply equipment / plant as may be considered necessary by the Vendors or its agents in its sole discretion from time to time. The said equipment / plant may be located anywhere in or around the Project.
19. That the upkeep and maintenance of common areas and facilities are being discharged by EICMPL/Maintenance Agency and upon take over by the association of allottees/competent authority, as the case may be, shall be discharged accordingly. The association of allottees/ Maintenance Agency/competent authority shall be solely liable and responsible for providing maintenance services to the Project. The Vendee has assured the Vendors and the association of allottees / Maintenance Agency/competent authority that the Vendee shall not withhold, refuse or delay the payment of maintenance bills raised by the association of allottees / Maintenance Agency/competent authority, as the case may be,

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for any other reason whatsoever. The Vendee undertakes to pay promptly without any reminders all charges as per the bills raised by the association of allottees / Maintenance Agency/competent authority from time to time. It is specifically agreed to by the Vendee that the Vendee shall be entitled to use the maintenance services including the supply of electricity subject to the timely payment of total maintenance charges and if the Vendee fails to pay the total maintenance charges, then the Vendee agrees that the Vendee shall not be entitled to avail the maintenance services and also not use the common areas and facilities. The Vendee shall also be liable to pay such pro-rata charges as may be determined by the association of allottees/Maintenance Agency/competent authority for maintaining various services and facilities in the Project. The Vendee undertakes to abide by all the rules/byelaws framed by the association of allottees for the Project. In order to secure due payment of maintenance bills and other charges raised by the association of allottees/ Maintenance Agency/competent authority, the Vendee has deposited and always keep deposited with the Vendors and/or association of allottees as Interest-Free Maintenance Security (IFMS) such sum(s) as security for the payment of maintenance charges.

20. That if there is any dispute for payment of any charges, whatsoever including but not limited to maintenance charges, water charges, electricity charges, interest and penalty charges on delayed payment etc. the Vendee will first pay the disputed amount and then apply for refund and the Vendors/association of allottees/Maintenance Agency/competent authority (as the case may be) will look into his/her/its/their submissions and give valid reason for recovery/ appropriation of the said charges or refund the amount, if it has been wrongly claimed.
21. That the Vendee shall seek '*No Dues Certificate*' from the association of allottees prior to transfer/sale of the Plot, as permitted under applicable laws, in case the Vendee sells, transfers or otherwise dispose of his / her / their / its rights, title and interest in the Plot or the building/ any part of the building constructed on the Plot to any third party and in case there remains any arrears due and payable to the association of allottees / Maintenance Agency / competent authority / Vendors, the Vendee undertakes to clear such amounts prior to creating any third-party rights, title or interests in the Plot or in the building constructed thereon. The Vendee hereby agrees and undertakes that in case the Vendee transfers his / her / their / its rights, title and interest in respect of the Plot, in favour of any third party(ies) including successors-in-interest, then in such eventuality the third party(ies) to whom the rights, title and interests are being conveyed by the Vendee shall pay an amount, as may be determined by association of allottees /Maintenance Agency / Promoter, as the case may be, towards charges for the purpose of recording transfer of the Plot in favour of such third party(ies).
22. That the Vendee hereby agrees and confirms that Vendee shall not hold the Vendors responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of association of allottees. The association of allottees shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Vendee. The Vendee hereby

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expressly discharges the Vendors from the effects of any act, omission, negligence or deficiency in services on the part of the association of allottees.

23. That the Vendee has specifically and unambiguously agreed that the sale, transfer and the conveyance of the Plot by the Vendors in favour of the Vendee shall be subject to various restrictions and limitations as mutually agreed upon herein and including but not limited to as mentioned hereinafter:

- (i) The possession, control and management of the common area and facilities belong to the Vendors, till they are taken over by the association of allottees formed under the provisions of the Haryana Registration and Regulation of Societies Act, 2012, as the case may be, or till they are mandatorily required to be transferred to government or local authority. The Vendee along with the owners of other plots shall be bound by the rules and regulations, policies, manuals as may be framed and enforced by the association of allottees and / or the Vendors, from time to time in their sole and absolute discretion, for the better enjoyment and maintenance of the Plot.
- (ii) The Vendee hereby agrees and confirms that Vendee shall not create any encroachments, blockages, obstructions, elevations or constructions in the common areas and facilities and spaces including but not limited to area immediately falling outside the Plot, and shall indemnify and hold harmless the Vendors / association of allottees / Maintenance Agency from any losses and damages that may be suffered or incurred by the Vendors for any of the acts of omissions and/or commissions of the Vendee in this regard.
- (iii) The Vendee shall not have any right to interfere in any manner with the booking, allotment, sale, management or resale in due course of any other plots, maintenance of which has not been handed over to association of allottees as is required/permissible by DGTCP and/or any other competent authority(ies) under the License and are not part of the common areas and facilities for the use of all the allottees. This clause shall survive the further sale of the Plot.
- (iv) The Vendee is satisfied that there is no subsisting agreement for sale, except for the said Agreement in respect of the Plot hereby sold to the Vendee and the same has not been transferred in any manner whatsoever, in favor of any other person or persons.
- (v) The Vendee has enquired and is satisfied that there is no notice of default or breach on the part of the Vendors or its predecessor-in-interest of any provision of law in respect of the Plot.
- (vi) The Vendee agrees not to make encroachment or obstructions in common areas and facilities / services or cause hindrance in the use and enjoyment of all common areas and facilities / services of the Project or to throw any rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the Plot.

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- (vii) The Vendee shall not use the Plot in a manner that may cause nuisance or annoyance to the other allottees in the Project. The Vendee shall keep the Vendors, fully indemnified against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous material/gas etc. except as permissible under the applicable laws in a residential plot for which the Vendee shall be solely liable and responsible.
- (viii) The Vendee undertakes that the Vendee and / or his / her / their / its agents or assigns shall use and occupy the Plot for residential uses, as permitted by the competent authority(ies) and for no other purpose. In the event of any usage of the Plot by the Vendee or his / her / their / its agents or assigns other than what is permitted by the competent authorities, the Vendee shall be solely and fully responsible to pay for all costs, penalty, charges etc. by the competent authority(ies) and shall keep that the Vendors fully indemnified and risk free against all costs, charges, expenses, losses or damages and costs which may be incurred or suffered to the Vendors.
- (ix) The Vendee shall be solely liable to indemnify and hold harmless the Vendors against any damages, direct or indirect including without limitation to the attorney's fees and court costs incurred by the Vendors as a result of the non-compliance of this undertaking by the Vendee or his / her / their / its agents / assigns.
24. That the obligations undertaken by the Vendee in general and specifically those regarding payment of statutory dues, maintenance charges, water and electricity etc. shall be irrevocable obligations of the Vendee. The said obligations shall always run with the Plot irrespective of the owner of the Plot for the time being and they shall survive the conveyance, sale and transfer of the Plot to the Vendee and be binding on the subsequent transferee(s), successors-in-interest and any person claiming through Vendee or them. 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 Plot.
25. That the Vendee hereby covenants with the Vendors 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 Vendors 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 Vendors may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Vendee.
26. That the Vendee hereby indemnifies and undertakes to keep the Vendors, their assigns, nominees, association of allottees, as well as the adjoining plot owners of the Project and as the circumstances so warrant, fully indemnified and harmless from and against all the



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consequences of breach by the Vendee of its obligations or any applicable law(s) as may be applicable to the Plot and/or Project, as the case may be and as the circumstances so warrant, and/or otherwise and / or for the time being in force as also any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Vendee hereby accepts and acknowledges that this indemnity would cover all acts and omissions on the part of the personnel, representatives and/or any other person claiming under/through the Vendee.

27. That the Vendee shall henceforth be fully competent and entitled and shall have absolute right to deal with the Plot in any manner including sale, transfer, gift, lease, mortgage or assignment thereof. However, such sale, lease, transfer, mortgage, assignment etc. shall be subject to terms and conditions in the present Deed and the said Agreement hereinbefore mentioned. Further, successor(s)-in-interest of the Vendee shall be liable to become a member of registered association of allottees in place of the Vendee and bound by all the rules, regulations and byelaws etc. of the Project.
28. That the rights and obligations of the Parties under or arising out of, touching and/or concerning this Deed shall be construed and enforced in accordance with and the applicable laws which shall be the laws of the Republic of India. HRERA Authority at Gurugram, HREAT, being the appellate authority at Chandigarh, District Courts at Gurugram, Haryana and/or Hon'ble Punjab and Haryana High Court at Chandigarh, to the exclusion of all other courts in India shall alone have exclusive jurisdiction in all matters arising out of, touching and/or concerning this Deed regardless of the place of execution or subject matter of this Deed.
29. **General and Miscellaneous:**
- (i) That the Vendee acknowledges and agrees that he / she / it / they shall continue to remain bound by such terms and conditions of the Agreement, executed between the Vendee/ predecessor-in-interest of Vendee and the Vendors, attach to the Plot and shall survive this conveyance within the meaning of section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the Agreement shall be deemed to be incorporated in this Deed by reference and as such form part of this Deed. That all the terms and conditions of the Agreement in respect of the Plot shall be deemed to have been incorporated in this Deed save and except those of the terms and conditions of the 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.
- (ii) That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in this Deed in respect of the Plot, shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent vendees/assignees/transferees of the Plot, as the said obligations go along with the Plot for all intents and purposes irrespective of the fact whether the terms and conditions of this Deed have been made a part and parcel of the subsequent documentation done regarding the lease, license, transfer, assignment etc.

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- (iii) That this Deed is subject to all the applicable law(s) and /or, rules, regulations, notifications, directives as may be applicable to the Plot/ Project. The Vendee has undertaken that henceforth it shall be solely, liable, responsible and accountable for violations, if any, of provisions of applicable law(s), rules, regulations or directions issued by any competent authority(ies) including but without limited to judicial / quasi-judicial authorities in respect of Plot which is subject matter of this Deed.
- (iv) That the Vendee confirm that he / she / they / it have understood each and every clause/covenant of this Deed and his / her / their / its legal implications thereon and have also clearly understood his / her / its / their obligations and liabilities and the Vendors obligations and limitations as set forth in the Deed.
- (v) That the failure on the part of the Vendors in general and the Promoter in particular, to enforce at any time or for any time or for any period of time, any of the provisions, singly or collectively, hereof shall not be construed to be waiver of any provision(s) or of the right(s) thereafter to enforce each and every provision.
- (vi) If any provision or part thereof of this Deed is determined to be void or unenforceable under applicable law(s), such provision or such part thereof shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to applicable law(s) and the remaining unaffected part of such provision and all other provisions of the Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- (vii) The Recitals of this Deed and representations therein along with the Schedules and Annexures to this Deed shall form an integral part of this Deed and shall be read as necessary terms and conditions of this Deed.
- (viii) 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(s).
- (ix) That all stamp duty, registration charges and other incidental and legal expenses thereto have been borne and paid by the Vendee. The Vendee shall also be liable for due compliance of the provisions of Stamp Duty Act, 1899 as applicable to the State of Haryana. Any deficiency in the stamp duty as may be determined by the Sub-Registrar of Assurances / any competent authority(ies) along with the consequent penalties / deficiencies as may be levied in respect of the Plot conveyed by this Deed shall be borne and paid by the Vendee exclusively. Further, the Vendee has also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be payable by the Vendee. In any event, the Vendors shall have no liability in terms of the deficiency of stamp duty or any other

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provision of applicable laws. The Vendors shall not in any manner be liable for the same and accepts no responsibility or liability in this regard and that the Vendee shall keep the Vendors indemnified in this regard.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on this Deed on the day, month and year first above mentioned in the presence of the following witnesses:

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED VENDORS



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SCHEDULE – I

PLOT REFERRED TO ABOVE

ALL THAT Plot no. _____ in the said Project having Plot Area of _____ Sq. Mtrs. (_____ Sq. Yds.). There is no construction of any type on the above-mentioned plot. The above-mentioned plot bounded as under:

At or towards the NORTH :

At or towards the SOUTH :

At or towards the EAST :

At or towards the WEST :

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SCHEDULE – II

AREA SCHEDULE OF SAID LAND (PHASE 5)



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SCHEDULE-III

SITE PLAN OF THE SAID PLOT

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Vendee