CONVEYANCE DEED

1. Nature of Document	-	Conveyance Deed, Residential Apartment/ Commercial Unit
2. Village/District	-	Plot No. GH-1, Sector 23-23A, District Gurugram
3. Apartment/ Commercial Unit No.	-	_____
4. Carpet Area	-	_____ Sq. Feet (_____Sq. Meters)
5. Project	-	MDS JAI SHRI, Sector 23-23A, Gurugram
6. Total consideration	-	Rs._____ /-
7. Stamp Duty	-	Rs._____ /-

This **CONVEYANCE DEED** is executed at _____on this _____Day of _____, 20___.

BY

1) M/s Metadesign Solutions Private Limited, a Company incorporated under the Companies Act, 1956 having its office at Plot No 28-29, Electronic City, Sector-18, Gurugram, Haryana (**through its constituted attorney Sh./Smt._____)**

(hereinafter called the **"DEVELOPER/ VENDOR"** which expression shall, unless repugnant to the context thereof, mean and include their/his/her Legal heirs, successors, legal representatives, executors, and assigns etc.) o the **FIRST PART.**

IN FAVOUR OF

2) Sh./Smt_____,S/D/W of_____, R/o_____

_____.

(hereinafter called the **"VENDEE(S)"** which expression shall, unless repugnant to the context thereof, mean and include their/his/her Legal heirs, successors, legal representatives, executors, and assigns etc.) of the **SECOND PART.**

[Hereinafter DEVELOPER/VENDOR and the VENDEE(S) are collectively referred to as "Parties" and individually as "Party" as the context demands

A. Whereas the above named Land Owner is lawful owner of Land located at GH -1, Sector 23-23A, Gurugram, Haryana.

B. The Land Owner obtained Allotment of the said Land vide ZO002/E0004/UE007/GALOT/0000000356, dated 24/11/2023 & Memo No. ZO002/EO004/UE007/GALOT/0000000357 dated 28.11.2023 from HSVP, Gurugram, Haryana.

C. The conveyance deed was executed on 30.01.2025 and registered in the office of Sub-Registrar, Gurugram vide document No. 13162 on 05.02.2025 by HSVP

D. The Building Plans of the said Complex were approved by the Building Plan Committee, GH Society, HSVP vide Memo No. HSVP/7268 dated 05-07-2024 and Revised building plan by the building plan committee HSVP, vide Memo No. CTP/DTP(NN)/257112 Dated 05.08.2025

E. Whereas the **DEVELOPER** is competent and entitled to execute the present Conveyance Deed in favour of the VENDEE(S) at the office of Sub-Registrar, Gurugram.

F. WHEREAS the VENDEE(S) had applied for purchase of a Residential Apartment/ Commercial Unit in "MDS JAI SHRI" being developed by the *DEVELOPER* in GH -1, SECTOR 23-23A, Gurugram. The *DEVELOPER* had issued Letter of Allotment (hereinafter referred to as the **"ALLOTMENT LETTER"**) in favor of the VENDEE(S). By virtue of aforesaid Allotment Letter, the *DEVELOPER* had agreed to sell Apartment/ Commercial Unit bearing number _____ admeasuring _____ sq. ft. (_____ sq. mtrs) of Carpet Area and _____ sq. ft. (_____ sq. mtrs) of the **Tower____,** of MDS JAI SHRI, GH -1 , Sector 23-23A , Gurugram, Haryana , (hereinafter referred to as the **"APARTMENT/ COMMERCIAL UNIT"**), along with the undivided and impartible pro-rata share only in the land underneath the said building in which the said APARTMENT/COMMERCIAL UNIT is situated.

G. WHEREAS**,** the VENDOR herein represents and warrants that the *DEVELOPER* has developed the said Complex known as "MDS JAI SHRI ", in strict accordance with law after obtaining requisite approvals, etc.

H. WHEREAS the VENDEE(S) has/have inspected and having satisfied themselves/ himself with the facts as stated aforesaid that the ownership records and documents relating to the title of the aforesaid Complex "MDS JAI SHRI" Project, sanctioned Building Plans, the permits/consents/NOCs for construction of the Multi-Storied Residential Group Housing Complex procured by the VENDOR, the quality of construction/specifications of material used and its conformity with the agreed drawings, designs & specifications, no-objection certificate(s) of the Fire Department, Airport Authority of India, Occupancy Certificate for the said Complex "MDS JAI SHRI", the legal rights, title, competency & authority of the VENDOR to sell the aforesaid APARTMENT/COMMERCIAL UNIT. The VENDEE(S) has thoroughly satisfied himself/themselves with regard to the rights, title, competency, and authority of the VENDOR to enter into/execute and the registration of this Conveyance Deed.

I. WHEREAS the Parties herein to this Conveyance Deed agrees that all payments towards consideration of the aforesaid APARTMENT/COMMERCIAL UNIT have been made by the VENDEE(S) to the *DEVELOPER*, both in respect of the cost of construction of the aforesaid APARTMENT/COMMERCIAL UNIT as well as the cost of proportionate undivided impartible share and interest only in the land underneath the said Building in which the said APARTMENT/COMMERCIAL UNIT is situated.

J. WHEREAS VENDEE(S) has/have paid the entire sale consideration amount of **Rs. _____/- (Rupees: _____Only),** due to the VENDOR towards sale consideration of the aforesaid Apartment/Commercial Unit which includes preferential location charges, proportionate External / Infrastructure Development Charges and all other dues payable by the VENDEE(S) in terms of **Apartment**/ Commercial Unit **Buyer's Agreement dated _____** duly executed by the VENDEE(S) and the VENDOR.

K. WHEREAS the VENDOR is proceeding to sell and the VENDEE(S) is/are hereby purchasing the aforesaid APARTMENT/COMMERCIAL UNIT is free from all encumbrances, liens, *Lis Pendens*, charges, claims, demands, actions, attachments, trusts, prior agreements whatsoever or howsoever, on the terms and conditions hereinafter recorded and the VENDOR hereby conveys valid and marketable title in respect of the aforesaid APARTMENT/COMMERCIAL UNIT in favor of the VENDEE(S).

NOW THIS DEED WITHNESSETH AS FOLLOWS:

1. **Definition**

a) **'APARTMENT/COMMERCIAL UNIT'** means Flat/Shop No. **_____ admeasuring _____ sq. ft. (_____ sq. mtrs.) of Carpet Area** situated on ____ Floor in Tower No. _____**,** in the residential group housing complex known as "MDS JAI SHRI" which has been agreed to be sold vide Apartment/Commercial Unit Buyer's Agreement executed between the VENDOR and the VENDEE(S) and which is being conveyed and sold vide the present Conveyance Deed.

b) **"PLC"** means the charges payable toward the Preferential Location for the Said Apartment/Commercial Unit, which shall be calculated on per sq. ft (per sq. mtr.) based on the carpet area of the Said Apartment/ Commercial Unit.

c) **'Reserved Car Parking Space'** means space for car parking in the basement/open of the building where the said Apartment/Commercial Unit is situated.

d) **'The Said Building'** means Tower No.**___,** known as "MDS JAI SHRI" in which the Apartment/Commercial Unit is being sold and conveyed is situated.

e) **'Sale Consideration'** means **Rs. _____/- (Rupees: _____Only),** which has been paid by the VENDEE(S) to the VENDOR towards basic sale price of the APARTMENT/COMMERCIAL UNIT, PARKING CHARGES, PLC, IDC & EDC, ETC.

f) **'Buyer's Agreement'** means Apartment/Commercial Unit Buyer's Agreement dated **_____** executed between VENDOR and the VENDEE(S).

g) **'Complex'** means "MDS JAI SHRI", a Multi-Storeyed Group Housing Complex being developed by the VENDOR, forming part of larger development, in GH-1 , Sector 23-23A, Gurugram, Haryana for which Licences are granted or any other area which may form part of residential group housing complex by virtue of extension of license or otherwise.

h) **'Residential Unit'** means and includes the APARTMENT/COMMERCIAL UNIT along with share in the common area and the proportionate share in the land underneath the said Building.

i) **'Common Area & Facilities'** means the common area and facilities for use of the VENDEE(S) within the said building and the general common areas and facilities for use of all VENDEE(S) of all the buildings within the complex.

j) **'EDC'** means External Development Charges and **'IDC'** means Infrastructure Development Charges, paid or payable to the Government of Haryana under laws and the terms of the License.

2. That in consideration for a sum of **Rs. _____/- (Rupees _____ _____Only),** already paid by the VENDEE(S) to the VENDOR, along with all the dues in pursuance of the aforesaid Apartment/Commercial Unit Buyer's Agreement (and the terms and conditions contained therein); the receipt whereof the VENDOR hereby acknowledges and admits that nothing remains due, the VENDOR doth hereby sells, transfers, conveys, assures and assigns unto the VENDEE(S), in respect of the cost of construction of the aforesaid APARTMENT/COMMERCIAL UNIT, bearing number **_____** having a **Carpet Area** of **--------- Square Feet (---------- Square Meters)** and on _____ Floor of Tower-___**,** situated in the said Complex known as "MDS JAI SHRI**"**, situated in the GH -1 , Sector 23-23A, Gurugram, Haryana, along-with the proportionate, undivided, impartible share only in the land underneath the said Building in which the said APARTMENT/COMMERCIAL UNIT is situated, together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages, lights, water courses, appendages and appurtenances whatsoever to the said APARTMENT/COMMERCIAL UNIT or any part thereof, belonging to or in any way appurtenant thereto or usually held, used, occupied or enjoyed or reputed or known as part and parcel thereof and to have hold the same unto and to the use of the VENDEE(S), his/her/their successors and assigns, Legal heirs, executors, administrators, absolutely and forever subject to the exceptions, reservations, conditions and covenants hereinafter contained.

3. That, the *DEVELOPER* hereby confirms and acknowledges the receipt of the total sale consideration in respect of the said APARTMENT/COMMERCIAL UNIT and that there is nothing due from the VENDEE(S) towards the sale consideration in respect of the said APARTMENT/COMMERCIAL UNIT and the VENDOR hereby acquit, release and discharge the VENDEE(S) in respect of the sale consideration of the said APARTMENT/COMMERCIAL

UNIT. That the VENDEE(S) agrees and undertakes to pay to the VENDOR any additional amount payable towards Government Taxes (if any) at the rate determined by the Govt./VENDOR as and when the same is demanded by the VENDOR.

4. The VENDEE(S) acknowledges and confirms that in addition to External Development Charges / Infrastructure Development Charges, as mentioned hereinabove, the Government of Haryana or any other Authority, with a view to recover the cost of development with regard to State/National Highways, transport, irrigation facilities, power facilities etc. may impose/levy additional levy(ies), fees, cesses, charges etc. in the nature of Infrastructure Development Charges or by whatever name called, on prescribed basis either existing or leviable in future and in that event, the VENDEE(S) shall pay the same either directly to the concerned authorities or if paid by the VENDOR /DEVELOPER or demanded from the VENDOR /DEVELOPER pay the same to the VENDOR / DEVELOPER on pro-rata basis in accordance with the demand being raised by the VENDOR/ DEVELOPER on the VENDEE(S) in this regard. In case such External Development Charges / Infrastructure Development Charges are levied/ demanded by the Government from the VENDOR/DEVELOPER with retrospective effect, the VENDEE(S) shall be liable to pay the same on demand to the VENDOR.

5. That the sale consideration amount includes the value of construction existing at the spot along with undivided and impartible share and interest in the land underneath the entire Complex namely “MDS JAI SHRI”, use of common passages, staircases, entrances and exits of the Complex, water supply arrangements and installations and other power, light and sewerage facilities including easementary rights required to be availed for occupation / enjoyment of the APARTMENT/COMMERCIAL UNIT.

6. That, the VENDOR hereby assures the VENDEE(S) that it has absolute title with all rights, full powers and absolute authority to grant, convey, transfer, assign and assure the said APARTMENT/COMMERCIAL UNIT hereby conveyed, transferred, assigned and assured unto the VENDEE(S) absolutely and that the APARTMENT/COMMERCIAL UNIT is free from all encumbrances, liens, mortgages etc. and that it shall be lawful for the VENDEE(S) for all time hereafter to enter into and upon the said APARTMENT/COMMERCIAL UNIT and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever and to receive rents and profits thereof without any interruption, disturbances, claims or demand from the VENDOR. The VENDOR/DEVELOPER shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the VENDEE(S) make, do and acknowledge, execute and perfect with all proper dispatch, all such further and other lawful and reasonable acts, deeds, conveyance matters and things whatsoever for the further better or more perfectly assuring the said APARTMENT/COMMERCIAL UNIT together with its appurtenances unto the VENDEE(S) in the manner aforesaid and that hereafter if any person in any manner claims any interest or right of ownership in the said APARTMENT/COMMERCIAL UNIT or any part thereof, the VENDOR shall indemnify the VENDEE(S) and that this Conveyance Deed is executed in all its entirety for the said APARTMENT/COMMERCIAL UNIT only in respect of which the

DEVELOPER has received entire consideration of the sale price. The sale price of the said APARTMENT/COMMERCIAL UNIT has been calculated on the basis of its area, which comprises of covered area, pro-rata share of common area along with the undivided pro-rata share in the land underneath the said Building with facilities in the said Residential Group Housing Complex. It is specifically made clear that the computation of area of the Apartment/ Commercial Unit does not include the following:

a) Sites for convenience shops and shop(s).
b) Sites/building/Area of community Facilities Amenities like Nursery/ Primary/ Higher Secondary School, Club/ Community Centres (Club(s)), Dispensary, Crèche, Religious Building, Health Centres, Police Posts, Electrical Sub – Station, Dwelling Units for economically weaker sections.
c) Roof/top terrace above Apartments,
d) Car Parking area within the Residential Complex, "MDS JAI SHRI"
   i) Exclusive right to use covered parking area of the apartment allottee(s), at basement level.
   ii) Open Reserved Car Parking Area in and around Residential Complex, ""MDS JAI SHRI"" for allottee(s).

It is further clarified that the area mentioned above and for the purpose of computing sale price in respect of said Apartment/ Commercial Unit only and the inclusion of common area within the said building/tower for the purpose of calculating area does not give any right, title or interest in common areas to Apartment/ Commercial Unit allottee(s) except the right to use common area by sharing with other occupants/allottee(s) in the said building subject to timely payment of maintenance charges.

7. That, the VENDEE(S) shall be entitled to use and occupy the said APARTMENT/COMMERCIAL UNIT without any interference but subject to the terms and conditions, stipulations and restrictions contained herein as well as Apartment/ Commercial Unit Buyer's Agreement and the Declaration to be filed by the VENDOR/*DEVELOPER*.

8. That the VENDEE(S) have satisfied themselves about the calculations of aforesaid quantum of area and has accordingly paid entire sale consideration in respect thereof. The *VENDOR/DEVELOPER* being owner of the land over which the Complex has been promoted, constructed and developed, shall be submitting the said property to the provisions of Haryana Apartment Ownership Act, 1983 vide Deed of Declaration as required under the provisions of Haryana Apartment Ownership Act, 1983 and rules thereunder.

9. That the VENDEE(S) confirm & acknowledge that the Maintenance of the APARTMENT/COMMERCIAL UNIT shall be discharged by the *DEVELOPER* either itself or through its nominated maintenance agency [hereinafter referred to as the "MAINTENANCE AGENCY"]

10. That it is clearly agreed and understood by the VENDEE(S) that the complex namely MDS JAI SHRI has been constructed as per GH-1 , Sector 23 & 23A , Gurugram ,the Developer has constructed complex namely MDS JAI SHRI. The VENDEE(S) understands that several services/facilities/amenities, including but not limited to DG room, Sewer treatment plant, water treatment plant, fire pump room, HSD tank, are common for the balance licensed parcels of land. Therefore, it is agreed that at the time of handing over/taking over of the complex namely MDS JAI SHRI by the Residents Welfare Association or any other Body Corporate, such facilities/amenities/services shall remain uninterrupted for the entire Allotted Area and the VENDEE(S), its successors/Resident Welfare Association of which the VENDEE(S) is a member, shall not create any hindrance or obstruction for the occupants of the balance licensed area.

11. That the VENDEE(S) shall be bound to execute Maintenance Agreement (if so called upon to do so by *DEVELOPER/VENDOR*/MAINTENANCE AGENCY) and shall be bound by the rules & regulations and also any future modifications, amendments or new agreements signed by him with the *DEVELOPER/VENDOR*/MAINTENANCE AGENCY or such other agency as may be nominated/ appointed by the *DEVELOPER/VENDOR*/MAINTENANCE AGENCY or Association of Apartment/ Commercial Unit Owners. The said Maintenance Agreement shall, interalia, exhaustively define the Scope of maintenance of various services & facilities and the charges payable by the VENDEE(S) in respect thereof.

12. That the VENDEE(S) shall be entitled to an undivided interest in the common areas and facilities within the said Building only in the manner expressed in the Declaration to be filed as per Haryana Apartment Ownership Act, 1983 and the Rules made thereunder and such manner also reflects the limited and restricted common areas in the said Building. The said general / common areas earmarked for common use of all occupants in the said Building and the commonly used areas and facilities within the said Residential Complex which are outside the respective walls of the said Building, shall not include the exclusively reserved car parking spaces individually allotted to the respective occupants for use. The said undivided proportionate share of land underneath the said Building shall be calculated in the ratio of area of the said APARTMENT/COMMERCIAL UNIT to the total area of all the apartments/ Commercial Unit within the said Building. The VENDEE(S) shall have no right, title or interest of any kind whatsoever on any other land(s) except to the extent of using only such general commonly used areas and facilities within the said Residential Complex which may be within or outside the land underneath the said Building earmarked as commonly used areas by all the occupants of all the buildings constructed on the said plot of land limited to the timely payment of maintenance charges by the VENDEE(S).

13. That the common areas and facilities appurtenant to the said Apartment/ Commercial Unit within the meaning and scope of the provisions of the Haryana Apartment Ownership Act, 1983 and the Rules made there under as amended from time to time and all matters concerning with the provisions of the said Act and/or the Rules, as the case

maybe, shall be those as specifically provided in the above referred Deed of Declaration. The common areas and facilities and the undivided interest of each apartment / unit owner in the common areas and facilities as specified in the declaration shall be conclusive and binding upon the VENDEE(S) and the VENDEE(S) agrees and confirms that his / her / their right, title and interest in the said Apartment / said Building / Unit/ Commercial Unit in the said Residential Complex shall be limited to and governed by what is specified by the *VENDOR/DEVELOPER* in the said Declaration.

14. That the VENDEE(S) shall have undivided proportionate share in the common areas and facilities within the said Building. As the share of the VENDEE(S) in the common areas and facilities is undivided and cannot be separated, the VENDEE(S) are and shall be obliged to use the common areas and facilities within the said Building only harmoniously along-with other occupants, maintenance staff, etc. without causing any inconvenience or hindrance to them. Further, it is clearly understood and agreed by the VENDEE(S) that even if the common areas and facilities within the said Building only are included in the computation of area, the right of VENDEE(S) to use the common areas and facilities within the said Building only shall always be subject to timely payment of maintenance charge. It is further made abundantly clear that the VENDEE(S) shall not be entitled to undivided proportionate share in any other common areas and facilities except the common areas and facilities within the said Building.

15. That as mentioned above the VENDEE(S) shall have proportionate right, title and interest in land underneath the said Building only (i.e. the land which is the foot print of the building in which the said Apartment/ Commercial Unit is situated). However, this does not form part of computation of area for which price has been charged.

16. That the VENDEE(S) shall be entitled to use the Reserved Car Parking Space only for purpose of parking car / jeep or any other light motor vehicle within the condition not to use the Reserved Car Parking Space for any purpose other than parking of light motor vehicles and to use the said Reserved Car Parking Space together with the Apartment. The VENDEE(S) have agreed that the Reserved Car Parking Space shall be used together with the Apartment and not as an independent unit and the VENDEE(S) undertakes not to sell, transfer, deal with Reserved Car Parking Space independent of the said Apartment.

17. That in the event of any misuse of the Reserved Car Parking Space or in the event of any breach of the terms and conditions of the present Conveyance Deed, the *VENDOR/DEVELOPER* or the Association of the Apartment Owners, after the Residential Complex has been handed over to it, will have the liberty to cancel the allotment of the Reserved Car Parking Space.

18. That the VENDEE(S) shall use the said Apartment for residential purposes or for such use as may be permissible under law. If the VENDEE(S) uses or permits the use of the said Apartment for any purpose contrary to the permissible use, then in that event the *VENDOR/DEVELOPER* and/or the Association of the Apartment Owners shall be entitled

to take action in accordance with law including but not limited to preventing VENDEE(S) and persons claiming through them from enjoying common areas and facilities and securing orders for sealing of the premises subject matter of this Conveyance Deed.

19. That all other land(s), areas, facilities and amenities are specifically excluded from the scope of the Conveyance Deed and the VENDEE(S) shall not be entitled to any ownership right, rights of usage, title or interest, etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities. Such land(s) areas, facilities and amenities have not been included in the scope of the Conveyance Deed or in the computation of the area for calculating the sale price and, therefore, the VENDEE(S) have not paid any money for use or ownership in respect of such land(s) areas, facilities and amenities and the ownership of such land(s) areas, facilities and amenities vests solely with the *VENDOR/DEVELOPER* and its associate companies, its subsidiary companies and their usage, manner / method of use, disposal etc. shall be at the sole discretion of the *VENDOR/DEVELOPER* and its associate companies / subsidiary companies.

20. That land(s) except the general commonly used areas and facilities within the said Complex earmarked for common use, limited to falling outside the said underneath the said Building in which the said Apartment/ Commercial Unit is located, including but not limited to any other facility or amenity as provided at the sole option and sole discretion of the *VENDOR/DEVELOPER* or as may be provided in accordance with directions of any competent authority and including but not limited to schools, shops, facilities, amenities etc., even if provided in the stilts or the said Building, are specifically excluded from the scope of this sale deed and the VENDEE(S) shall have no ownership rights, no right of usage, no title, no interest or no claim whatsoever in such land(s) areas, facilities and amenities within the stilts of the said Building. These areas, facilities and amenities areas are specifically excluded from the scope of this Conveyance Deed and are not included in the computation of area in any manner and the VENDEE(S) have not paid any money to the *DEVELOPER/VENDOR* and shall not, at a later date, after execution of this Conveyance Deed, raise any claim or create any dispute in respect of such land(s) facilities and amenities.

21. That land(s) other than usage of land(s) earmarked in the layout plan as may be approved from time to time as public roads and public parks only for use of the general public falling outside the periphery / boundary of the said Complex land and the same are clearly outside the scope of the Conveyance Deed and the VENDEE(S) have no ownership rights, no rights of use, no title or interest of any kind or manner whatsoever in such land falling outside the periphery/boundary of the Complex land. The *VENDOR* is the owner of some of these land (s) areas, facilities and amenities shall have the sole right and absolute authority to deal in any manner including but not limited to the creation of further rights in favor of any other party, by way of sale, transfer, lease or any other mode, which the *VENDOR* may deem fit in its sole discretion.

22. That if the VENDEE(S) defaults in making payment of the amount due and payable as per the Maintenance Agreement for its proportionate share of the maintenance charges, then VENDOR/*DEVELOPER*/MAINTENANCE AGENCY shall, after giving seven (7) working days' notice, be entitled to lock-up/stop/disconnect/discontinue any or all the facilities/ services to the aforesaid Apartment/ Commercial Unit, till such time that all the dues are paid in full. The VENDEE(S) have also agreed that in the event of the VENDEE(S) failing to pay any dues to the VENDOR or its nominated MAINTENANCE AGENCY as may become payable by the VENDEE(S) to the *VENDOR* at any time, the *VENDOR/DEVELOPER* shall have the first claim and charge to the extent of the amount due towards the Sale Consideration on the aforesaid Unit/Apartment/ Commercial Unit hereby sold.

23. That all the transferees of the VENDEE(S)'S interest in the said Apartment/ Commercial Unit hereby being sold shall always be bound by the terms and conditions of this Conveyance Deed, Apartment Buyer's Agreement and Declaration to be filed by the *VENDOR/DEVELOPER* and the VENDEE(S) shall adhere & confirm to the provisions of the Maintenance Agreement executed by the VENDEE(S).

24. That the VENDEE(S) shall not do or suffer anything to be done in or about the said apartment/ Commercial Unit which may tend to cause damage to any flooring or ceiling or any apartment over, below or adjacent to the said Apartment/ Commercial Unit / unit or in any manner interfere with the use thereof or of spaces, passages, amenities available for common use. The VENDEE(S) hereby agrees to indemnify the *VENDOR/DEVELOPER* against any penal action, damages, or loss due to misuse for which the VENDEE(S) shall be solely responsible.

25. That the VENDEE(S) shall keep the said Apartment/ Commercial Unit / Unit, the walls and partitions, sewers, drains, pipes and appurtenances thereto belonging, in good tenable repair state or condition and in particular so as to support, shelter and protect the parts of the said Building(s) and shall not make additions, alterations or modifications in the Apartment/ Commercial Unit, which is not permissible under the Building Bye-laws of the local authorities and/or guidelines issued by any other competent authority and shall abide by all laws, bye-laws, rules and regulations of the Government, Local / Municipal Authorities and/or any other authorities and local bodies and shall attend answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws or rules and regulations. The VENDEE(S) shall not change the outer elevation of the said Building and/or Apartment/ Commercial Unit and shall maintain it in the same color as has been originally done in the said Building and outside the said Building by the Association of the Apartment/ Commercial Unit Owners.

26. That the VENDEE(S) shall not make any additions or alterations, changes within the said Apartment/ Commercial Unit / unit without the written approval of the *VENDOR/DEVELOPER* and till such time the said Building is handed over to the Association of the Apartment/ Commercial Unit Owners. To keep a uniform look of the building and

to avoid any damage or harm or injury to any other Apartment/ Commercial Unit Owner, none of the Apartment/ Commercial Unit Owners shall use the outside balconies for the purposes of storage or keep anything which is likely to fall and cause injury to others.

27. That the *DEVELOPER* has taken all due precautions and have provided safety measures during the construction of the said Building keeping in view the fire safety measures, earth quake resistant measures and have also obtained certificates from the Fire Department and Structural Engineers to this effect. The VENDEE(S) have satisfied himself/herself/ themselves about the precautions and measures adopted by the *DEVELOPER* and agree that in the event of any unexpected natural calamity, the *VENDOR/DEVELOPER* shall not be held responsible in any manner.

28. That the VENDEE(S) have understood and the *VENDOR/DEVELOPER* clarifies that the common areas, facilities and amenities within the said Building, are for common use of all the occupants of the said Building and that the general commonly used areas and facilities within the said Complex which are outside the said land underneath the said Building as are for common use of occupants of all the buildings constructed in the said Complex and the VENDEE(S) right to use such common areas and facilities within the said Building and general commonly used areas and facilities falling outside the land underneath the said Building (excluding reserved car parking space for exclusive use) but within the said Complex shall be limited to the areas within the said Complex as may be included in the declaration which may be filled by the *VENDOR/DEVELOPER* at its sole discretion in terms of the Haryana Apartment Ownership Act, 1983 or any other amendment(s) or statutory modification (s) or re-enactments thereof or under the provisions of any other applicable law(s) and the VENDEE(S) shall be bound by such Declaration.

29. That the VENDEE(S) undertakes to join Association / Society of the Apartment/ Commercial Unit Owners as may be formed by the VENDEE(S) on behalf of the Apartment/ Commercial Unit Owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the VENDEE(S) for the purpose. The VENDEE(S) undertakes to sign an application for enrolling as a member of the Association as and when required by the Association / Society of the Apartment/ Commercial Unit Owners or the VENDOR.

30. That the possession of the said Apartment/ Commercial Unit / Unit has been handed over to the VENDEE(S) and the VENDEE(S) hereby confirm taking over possession of the said Apartment/ Commercial Unit /Unit from the DEVELOPER/VENDOR after satisfying himself / herself that the construction as also the various installations like electrification work, sanitary fittings, water and sewage connection, etc. have been made and provided in accordance with the drawings, designs and specifications and are in good order and condition and that the VENDEE(S) has no complaint or claim in respect of the area of the

said Apartment/ Commercial Unit/ Unit , any item of work, material, quality of work, installation, etc. therein.

31. That the VENDEE(S) shall have no objection or make any claim to the *VENDOR/DEVELOPER* reserving the right to give on lease or hire any part of the top roof / terrace on / above the top floor of any of the buildings in the Complex for installation and operation of antenna, satellite, dishes, communication towers, other communication equipment. That the VENDEE(S) shall not be permitted to use the basement and service areas in any manner whatsoever and the same shall be reserved for use by the *VENDOR/DEVELOPER* or the MAINTENANCE AGENCY and its employees for rendering maintenance services. The basements and services areas, if any, as may be located within the said Building / said Complex shall be earmarked by the *DEVELOPER* to house services including but not limited to Electric Sub Station, Transformers, DG Sets room, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's, etc.

32. That the VENDEE(S) shall be liable to pay to the *VENDOR/DEVELOPER* or to Maintenance Agency / company nominated by it @ actual costs plus mark up as may be determined by the *DEVELOPER*/ *VENDOR/*MAINTENANCE AGENCY for maintaining various services and facilities in the Complex where the said Apartment/ Commercial Unit is situated until the same are handed over to a local body or association of Apartment/ Commercial Unit owners for maintenance. All such charges shall be payable and be paid by the VENDEE(S) to the *VENDOR/DEVELOPER*/ MAINTENANCE AGENCY periodically as and when demanded by the *VENDOR/DEVELOPER*/ MAINTENANCE AGENCY. The share so determined by the MAINTENANCE AGENCY shall be final and binding on the VENDEE(S).

33. That the VENDEE(S) hereby agrees if so desired, by the MAINTENANCE AGENCY at its sole discretion, to execute Maintenance Agreement with the MAINTENANCE AGENCY and the VENDEE(S) undertakes to abide by the terms and conditions of the Tripartite Maintenance Agreement. The VENDEE(S) undertakes to pay promptly without any reminders all bills and charges as may be raised by the MAINTENANCE AGENCY from time to time. The VENDEE(S) have assured the *DEVELOPER/ VENDOR* that the VENDEE(S) shall not withhold, refuse or delay the payment of the maintenance bills raised by the MAINTENANCE AGENCY in the event of non-execution of Maintenance Agreement or for any other reason whatsoever. The *VENDOR/ DEVELOPER* reserves its right to handover the maintenance services to any other nominee or other body or Association of the Apartment/ Commercial Unit Owners as it may in its sole discretion decide. It is specifically agreed by the VENDEE(S) that the VENDEE(S) shall be entitled to use the maintenance services including the supply of electricity subject to timely payment of total maintenance charges and if the VENDEE(S) fails to pay the total maintenance charges, then the VENDEE(S) agrees that the VENDEE(S) shall not be entitled to use the maintenance services including lifts, water, electricity etc. MAINTENANCE AGENCY is providing the supply of electricity as an integral part of total maintenance services and not as a separate function. The

VENDEE(S) shall not be entitled to avail any facility / amenity in case it refrains from executing the maintenance agreement provided by the *VENDOR/ DEVELOPER* / MAINTENANCE AGENCY

34. That the VENDEE(S) shall be liable to pay regularly on demand to the *VENDOR/DEVELOPER* or its nominee or MAINTENANCE AGENCY appointed by the *VENDOR/DEVELOPER*/ or the Association of the Apartment Owners/ Commercial Unit, the following charges:-

a) Open Area Maintenance Charges : These charges relate to maintenance of open space within the boundary wall of the building (s) such as maintenance of compound wall, landscaping, electrification, water supply, tube-well, sewage, roads and paths and other services within the boundary wall but outside the building.

b) Common Areas Maintenance Charges: These charges relate to maintenance of common areas, lifts, fire equipment and other services inside the Building.

c) Maintenance Charges of Basement and Common Services in the Basement. These charges shall, inter alia relate to maintenance of Basement, electric generator, electric sub-station, pumps, fire rooms and other services in the basement.

d) Cost of Security Services for the Complex as well as for the said Building, if provided therefore.

e) Energy: Relate to supply of energy to the premises occupied by the VENDEE(S).

35. That the total Maintenance Charges will be fixed by the *VENDOR/DEVELOPER*/, MAINTENANCE AGENCY, other body or Association of the Apartment/ Commercial Unit Owners on the basis of maintenance costs, however, the liability on the VENDEE(S) for payment of such charges shall be at actual costs plus mark up. The decision of the *VENDOR/DEVELOPER*/ or MAINTENANCE AGENCY or the Body or Association in respect of the cost of maintenance will be final and binding on the Association of the Apartment/ Commercial Unit Owners. These charges will be paid at monthly /quarterly/half yearly intervals as decided by the *VENDOR/DEVELOPER*/ or MAINTENANCE AGENCY or Association of the Apartment/ Commercial Unit Owners or other body as and when the maintenance services are transferred to the said MAINTENANCE AGENCY, other bodies or Association of the Apartment/ Commercial Unit Owners, as the case may be. The maintenance charges so paid shall include inter alia the following and VENDEE(S) shall also pay for (a) insurance (b) all other rates, taxes, levies, impositions and outgoings that may from time to time be levied against the land and/or building including water charges (c) outgoing for the maintenance and management of the said Building, the lifts common lights and other outgoings such as collection charges, charges for watchmen, sweepers

and maintenance of accounts, incurred in connection with the apartment/ Commercial Unit and (d) levy for replacement of the machinery and equipment including, but not limited to electric sub-station and H.T. / L.T. electricity equipment's, panels, DG sets and allied systems, security and surveillance systems, gym and other recreational health club equipment's, intercom network, etc. installed and used for common use of all Apartment/ Commercial Unit Owners like lifts, pumping sets, water tank, electric cables etc. The VENDEE(S) have already deposited with the VENDOR a sum of Rs. _____per sq. ft. of carpet area towards **Interest Free Maintenance Security Deposit**, at the time of execution of this Conveyance Deed to secure *VENDOR's/DEVELOPER*'s performance in timely payment of the aforesaid expenses and outgoings. The VENDEE(S) hereby unconditionally authorise the *DEVELOPER* to appropriate the interest free security towards non-payment of maintenance bills by the VENDEE(S) and the VENDEE(S) hereby undertakes to make good the shortfall in the interest free maintenance security resulting from such appropriation immediately on demand made by the *DEVELOPER* to the MAINTENANCE AGENCY.

The VENDEE(S) shall permit the *VENDOR/DEVELOPER*/ MAINTENANCE AGENCY/ Association of the Apartment/ Commercial Unit Owners, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment/ Commercial Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs which the VENDEE(S) have failed to make good in spite of service of one month notice in writing by the *VENDOR/DEVELOPER*/ MAINTENANCE AGENCY/ Association of the Apartment/ Commercial Unit Owners in this regard and also for repairing of any part of the building (s) and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, wires, parts, structures of the conveniences belonging to or serving or used for the said Building and also for the purpose of laying, maintaining repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.

36. That in case the plant and machinery within the said Complex / said Building as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, firefighting equipment, any other plant / equipment of capital nature, etc. require replacement, up gradation, additions, etc., the cost thereof shall be contributed by the VENDEE(S) in the said Building on pro-rata basis (i.e. in proportion to the area of the said Apartment/ Commercial Unit to the total area of all the Apartments/ Commercial Unit in the said Building / said Complex, as the case may be). The *VENDOR/DEVELOPER* or the MAINTENANCE AGENCY shall have the sole authority to decide the necessity of such replacement, up-gradation, additions, etc., including its timings or cost thereof.

37. That the VENDEE(S) agrees to pay directly or if paid by the VENDOR, then reimburse to the *VENDOR/DEVELOPER*, on demand Government rates, taxes or cesses, wealth tax (if applicable) taxes of all and any kind of whatever name called, whether levied or leviable now or in future on the said site and /or building(s) constructed on the said site or the

said Apartment/ Commercial Unit, as the case may be assessable / applicable from the date of application of the VENDEE(S) and the same shall be borne and paid by the VENDEE(S) in proportion to the Area of the said Apartment/ Commercial Unit to the Area of all the apartments/ Commercial Units in the said Building / said Complex. Further the VENDEE(S) shall be liable to pay from the date of his / her application house tax / property tax, firefighting tax or any other fee or cess as and when levied by a Local Body or Authority and so long as the said Apartment/ Commercial Unit of the VENDEE(S) are not separately assessed to such taxes, fees, cess, the same shall be paid by the VENDEE(S) in proportion to the Area of the said Apartment/ Commercial Unit to the total Area of all the Apartments/ Commercial Units in the said Building / said Complex as determined by the VENDOR and in default by the VENDEE(S) in making such payment within such time, all the demands due including the penalties thereon shall constitute a lien on the VENDEE(S)'s Apartment/ Commercial Unit.

38. That VENDEE(S) agrees that the VENDOR shall have the right to make additions, raise storeys or put up additional structure on the terrace of the said Building as may be permitted by the competent authorities and such additional structures and storeys shall be the sole property of the VENDOR who shall be entitled to dispose off the same in any way it choose without any interference by the VENDEE(S) by itself or with one or more of the rest of the Apartment Owners and the VENDEE(S) covenants to the same. The *DEVELOPER* shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structure / storeys with the existing electric, water, sanitary and drainage sources but at their cost. The VENDEE(S) hereby give consent to the same and agrees that the VENDEE(S) shall not raise any objection or claim any reduction in price of the said property or ask for any account or compensation or damages on the ground of inconvenience or withhold, refuse or delay the payment of maintenance bills or on any other ground. However, the *DEVELOPER* shall take all precaution not to cause any inconvenience to the VENDEE(S) and shall not prejudice the interest or the rights of the VENDEE(S) conferred upon their/ him / her under this Conveyance Deed.

39. That the VENDEE(S) shall have no objection to the *DEVELOPER* making any alterations, additions, improvements or repairs whether structural or non-structural interior or exterior, ordinary or extra ordinary in relation to any unsold apartments within the said building. However the VENDOR should take all precaution not to cause any inconvenience to the VENDEE(S) and shall not prejudice the interest or the rights of the VENDEE(S) conferred upon their/ him / her under this Conveyance Deed.

40. That the VENDEE(S) shall have no right, title or interest in any form or manner in the land earmarked for schools, shops, commercial premises, religious buildings/club/community centre and the buildings constructed thereon and facilities provided.

41. That the VENDEE(S) henceforth shall have absolute right to deal with the said Apartment in any manner including sale, transfer, gift, lease, rent or mortgage the same, without any further permission or consent of the *DEVELOPER* or any one claiming through

DEVELOPER. However, such sale, lease, mortgage, transfer etc. shall be subject to the terms and conditions contained in the present conveyance deed. Further, the transferee or buyer shall be entitled to become a member of the Association of the Apartment Owners in place of the VENDEE(S) and shall be entitled to all the benefits and rights and be subject to all the obligations and duties as the present VENDEE(S) by virtue of the rights and duties conferred upon the VENDEE(S) under this Conveyance Deed.

42. That the VENDEE(S) has borne all expenses for the completion of this Conveyance Deed including cost of stamp duty, registration and other incidental charges. Any deficiency in the stamp duty as may be determined by the Sub Registrar / concerned authority along-with consequent penalties / deficiencies as may be levied in respect of the said Apartment conveyed by this Deed shall be borne by the VENDEE(S) exclusively and the *VENDOR/DEVELOPER* accept no responsibility in this regard.

43. That all terms and conditions of Buyer's Agreement duly executed by the VENDEE(S) shall continue to be binding on the VENDEE(S). In case of conflict between the recitals of the aforesaid agreement and the present deed the covenants /contents of this Deed shall prevail over the above mentioned agreement.

44. That if any provision of this Conveyance Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as are reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.

45. That the VENDEE(S) agrees and confirms that all the obligations arising under this Deed in respect of the said Apartment / said Building / said Complex / said plot of land shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the said Apartment as the said obligations go with the said Apartment for all intents and purposes and the VENDEE(S) assures the VENDOR that the VENDEE(S) shall take sufficient steps to ensure the performance in this regard.

46. That the VENDEE(S) have undertaken and doth hereby undertake that henceforth the VENDEE(S) shall be solely responsible and liable for violations, if any, of the provisions of law of the land and applicable rule, regulation or direction by the competent authority; and the VENDEE(S) agrees to indemnify the VENDOR for any liability or penalty in that behalf.

47. That the VENDEE(S) shall use the said Apartment for purposes of residence only. However, if the VENDEE(S) use or permit use of the said Apartment for any purpose contrary to the permissible use, then in that event, the VENDOR and/ or the Association of the Apartments Owners shall be entitled to take action in accordance with the law.

48. That, the VENDEE(S) shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes, etc., at the external façade of the building complex or anywhere on the exterior of the common areas or on roads of the complex and shall be entitled to display its own sign board only at the place provided for the said purposes.

49. That, the VENDEE(S) shall not remove any walls of the said Apartment including load bearing walls and all the walls/ structures of the same remain common between the VENDEE(S) and Owners of the adjacent Apartment. The VENDEE(S) shall not undertake any alteration or renovation of the apartment which causes nuisance to adjacent apartment owners or creates any obstruction or hindrance in the peaceful use and enjoyment of other apartments in the project. The VENDEE(S) shall not do any act, deed or thing which impairs the value or utility of the apartment tower or any apartment therein or which diminishes the strength of the structure of the Apartment.

50. That, The VENDEE(S) has specifically and unambiguously agreed that the sale shall be subject to various restrictions, limitations, etc. The Parties herein have mutually agreed that:

(a) At the time of renovating, refurnishing, decorating, installing any equipment, furniture, machinery, partition, false ceiling, etc., as also for using aforesaid Apartment, the VENDEE(S) (or their nominee/ tenants) shall absolutely regard the fire safety laws, and all other rules and procedure in its letter and spirit. The VENDEE(S) (or their nominee/ tenants) shall be bound to take a prior permission from the MAINTENANCE AGENCY, Fire Department and any other concerned authorities/ department, before undertaking any such job.

(b) the VENDEE(S) or anyone claiming under or through VENDEE(S) shall not decorate the exterior of the aforesaid Apartment otherwise than in the manner agreed to with the VENDOR/ MAINTENANCE AGENCY or in the manner as similar as may be in which the same was previously decorated; close the verandahs or lounges or balconies or common passage or common corridors even if a particular floor(s) is occupied by the same party/ VENDEE(S), make any alterations in any elevation and outside colour scheme of the exposed walls of the verandah lounge or any external walls or both the faces of external doors and windows of the aforesaid Apartment which in the opinion of the VENDOR and/ or MAINTENANCE AGENCY differ from the colour scheme of the Residential Complex “MDS JAI SHRI”.

(c) That the said residential complex shall always be known as “MDS JAI SHRI” and shall never be changed by VENDEE(S) and/ or jointly by the VENDEE(S)/ Owners of the other Apartments in the said Complex.

51. That the VENDEE(S) shall park his/their vehicles only at the places designated by the VENDOR/ MAINTENANCE AGENCY/ Association of the Apartment Owners. The purchase of extra number of vehicles shall not afford any ground to the VENDEE(S) to park them on places restricted / prohibited for such purpose by the VENDOR / MAINTENANCE AGENCY/ Association of the Apartment Owners.

52. That the said Apartment is a part of and located in the building complex known as "MDS JAI SHRI". It is in the interest of the VENDEE(S), occupants, owners of different spaces in the building complex that the entry to the building complex be regulated and some safeguard be provided to prevent entry of unauthorized persons in the building complex, including the common areas and to give an effective hand to the MAINTENANCE AGENCY to deal with such unlawful entrants/ loiters/ peddlers, etc., and also to enable the MAINTENANCE AGENCY in particular and the VENDEE(S) and/or occupants/ owners of the various spaces in general, to deal more effectively with the security of the Complex "MDS JAI SHRI" and maintenance of order therein. For this purpose, the VENDEE(S) agrees that the MAINTENANCE AGENCY shall be free to restrict the entry at the outer gate itself. In case of insistence, the security staff will be at liberty to call upon the VENDEE(S)/ occupants/ lawful owners to the gate and personally escort the person(s) from the gate to its office space/ premises/ said Apartment and assume the responsibility of escorting them out as well. The cost of providing security services shall, however, be part of the maintenance charges.

53. That it is expressly understood that the internal security of the said Apartment and the men/ materials therein and their safety shall be the sole responsibility of the VENDEE(S) and the VENDOR shall in no way be concerned or liable for the same.

54. That, the VENDOR has imposed upon the purchasers of other Apartments of the said Complex, "MDS JAI SHRI" and have incorporated the Conveyance Deeds relating thereto the same and/ or similar such exceptions, reservations, obligations and restrictions as imposed upon the VENDEE(S) herein and incorporated in this Conveyance Deed as intended to be binding on all the owners and occupiers of different Apartment of the said Complex, "MDS JAI SHRI".

55. That Court at Gurugram alone shall have exclusive jurisdiction to try and decide all disputes arising out of / touching and/or concerning this Conveyance Deed.

IN WITNESS WHEREOF this Conveyance Deed has been executed by the parties on the date and place first mentioned above

For and on behalf of M/S Metadesign Solutions Private Limited	

Auhtorised Signatory Developer	Allottee(s)

Witnesses

Witness No. 1	Witness No. 2

NOTE: THIS CONVEYANCE DEED IS ONLY FOR A RESIDENTIAL APARTMENT/COMMERCIAL UNITS IN GROUP HOUSING NO. GH1 SECTOR 23-23A GURGAON