

## CONVEYANCE DEED

CONVEYANCE DEED FOR Rs. \_\_\_\_\_

STAMP DUTY Rs. \_\_\_\_\_

This Conveyance Deed executed on this .....(Date) day of.....(Month), 20.... (conveyance deed).

AMONGST

**1. The Entities mentioned in Schedule-I** (hereinafter collectively referred to as “Land Owners or Project Land Owners”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective permitted assigns, successors and liquidators) acting through their respective authorized signatories, duly authorized vide board resolution in this regard, being Party of the FIRST PART;

(Such Land Owners being corporate entities have been authorized by their respective registered GPA(s) and board resolutions to execute this Agreement as summarized in Schedule-I)

AND

**2. Pyramid Home Developers LLP** (LLPIN: AAL-5036) a LLP registered under the provision of the Limited Liability Partnership Act, 2008, having its registered office at H-38, Ground Floor, M2K White House, Sector-57, Gurgaon and corporate office at 217A-217B, 2nd Floor, Suncity Business Tower, Sector-54, Golf Course Road, Gurgaon, (PAN: ) through its authorised signatory (.....) duly authorised severally in this behalf vide partners resolution dated ....., hereinafter referred to as the ‘Promoter/Developer’, which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the SECOND PART.

AND

Mr./Ms. ...., (adhar no. ....) son/daughter of ....., aged about ....., residing at ....., (PAN: .....) , hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the THIRD PART;

### DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires, -

- a) “Government” means the Government of the State of Haryana;
- b) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- c) “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- d) “Section” means a section of the Act.
- e) “Competent Authority” shall mean the area as defined in the RERA Rules.

- f) "Policy means" means Affordable Group Housing Scheme-2013.
- g) "DTCP" shall mean Directorate, Town and Country Planning, Haryana.

In this conveyance deed, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this conveyance deed. When not capitalized, such words shall be attributed their ordinary meaning.

- a) "Said Project" means the Project MIDTOWN developed in revenue estate of village Behrampur & Ullawas, sector 59, Gurugram, on total land measuring 5.6972 acres as per the building plans approved by the competent authority.
- b) "Promoter" shall have the meaning as described to it in the preamble.
- c) "Allottee" shall have the meaning as described to it in the preamble.
- d) "Booking Amount" shall mean 5% (Five Percent) of the Total Sale Price of the COMMERCIAL SPACE.
- e) "Applicable Taxes" shall mean all the taxes, cess, revenue, by whatever name called payable by the promoters.
- f) "Total Price" shall have the same meaning as described to it under **clause 1.**
- g) "IFMS" means the interest free maintenance security @ Rs. ..../- per sq. ft. of the COMMERCIAL SPACE Area to be paid by the allottee in proportion to the area of the COMMERCIAL SPACE to the maintenance agency for the maintenance and upkeep of the said project carrying a simple yearly interest as per the applicable rates on fixed deposits (applicable to one year fixed deposit) accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realization of the amount by the maintenance agency.
- h) "Maintenance Agency" means the person who shall carry out the maintenance and upkeep of the said project and who shall be responsible for providing the maintenance services within the said project.
- i) "Maintenance Agreement" means the maintenance agreement between the allottee and the maintenance agency, for maintenance of the said project.
- j) "Maintenance Charges" means the periodic charges payable by the allottee to the maintenance agency in advance for such period as may be decided by the maintenance agency. The same shall be paid by the allottee in accordance with the demand raised by the maintenance agency for the maintenance and upkeep of the said project but does not include;
  - i. The charges for actual consumption/usage of utilities in the said COMMERCIAL SPACE including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and,
  - ii. Any statutory payments, taxes. The details of maintenance charges and its pay ability shall be more elaborately described in the maintenance agreement.
- k) "Common Areas" shall mean the area as defined in the RERA Rules.

**NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

**WHEREAS THAT**

- 1) The Land Owners are the absolute and lawful owner of land comprised in Rect No. 35 , killa No. 1/1(1-17), 2/1/1(6-6), 10/2(3-17-7), 11(5-1-7) Rect No.34 Killa No.15(4-15) Rect No. 31 Killa No.22(8-0), total area admeasuring 29 Kanal 17 Marla 5 Sarsai or 3.7347 Acres situated in the revenue estate of Village-Behrampur, Sector-59, Gurgaon and Land comprised in Rect No.25 killa No. 7/2/2(1-11), 13/3(3-0), 14/1/2(3-3), 14/2(4-12), 15(3-8) total area 15 Kanal 14 Marla or 1.9625 Acres situated in revenue estate of village Ullawas, Sector-59, Gurugram coming to total land admeasuring 45 Kanal 11 Marla 5 Sarsai equivalent to 5.6972 Acres by way of Fard Jamabandi Year 2014-2015 (hereinafter referred to as land).
- 2) The land owners have entered into registered collaboration agreement & various addendum to principal agreement(s) with the party of second part (PROMOTER/ DEVELOPER) to develop the residential colony

under Haryana affordable group housing colony vide vasika no. 9585 & 9586 dated 06.09.2019 and grant all development rights & possession of the land in favor of developer to develop the project and execute GPA to grant the powers as mentioned in the collaboration agreements and addendum(s) thereto in favor of the developer.

- 3) The promoter has obtained initially **license No. 133 OF 2019 dated 16-12-2019** valid up to 15.12.2024 in the name of in the name of land owners in collaboration with Commander Realtors Private Limited Under AFFORDABLE GROUP HOUSING COLONY, HARYANA-2013, for land admeasuring 5.6972 acres situated in the revenue estate of Village-Behrampur & Ullawas, Sector-59, Gurgaon -Manesar, District Gurugram. **Later, promoter has obtained approval for change of developer vide order dated ..... bearing .....** and the promoter has developed a project namely **MIDTOWN** in sector -59, Gurugram, Haryana in accordance with the Building plans approved by the DGTCP, Haryana, Chandigarh vide their memo no. .... **dated .....**
- 4) Above mention project, **MIDTOWN** ("Real Estate Project") have been developed as an Affordable Group Housing Colony which includes 4% of as commercial complex in the name and style of **MIDTOWN SQUARE-59** under Affordable Group Housing Colony Policy, Haryana-2013 and have been registered as a 'real estate project' under the Act and the Rules. The Authority has duly issued the certificate of registration no. .... dated ..... for the Real Estate Project ("RERA CERTIFICATE"), which is annexed and marked as Annexure "A" hereto.
- 5) The Allottee had applied for allotment of COMMERCIAL SPACE with full knowledge and subject to all the laws/notifications(s) and rules applicable in general, which have been explained by The LLP Firm/Developer to the Applicant(s) in vernacular language and duly understood by the Applicant(s).
- 6) The Allottee(s) had examined and fully satisfied himself/herself/themselves about the rights, interest and the title of The LLP Firm/Developer in the said land owned by The LLP Firm/Developer on which the Project/ the COMMERCIAL SPACE will be constructed/developed and has understood all limitations and obligations in respect thereof. And there will be no more investigation or objection by the Applicant(s) in this respect. The Applicant agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DGTCP and/or by any other competent authorities in this regard to The LLP Firm/Developer.
- 7) The Allottee had inspected the site where the COMMERCIAL SPACE is proposed to be constructed. The Applicant(s) has not merely relied or been influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by The LLP Firm/Developer and has taken his/her/their personal judgment prior to booking the COMMERCIAL SPACE .
- 8) The allottee has been allotted a COMMERCIAL SPACE no ..... at ..... hereinafter referred to and defined as the "said COMMERCIAL SPACE" as fully described in Schedule III to this conveyance deed with the carpet area .....sq. fts. for a total price of Rs. ....Rupees .....only) including EDC & IDC and other charges/fees etc. The Buyer had entered into a COMMERCIAL SPACE buyer agreement dated .....("Agreement to sale") on the terms and conditions mentioned therein,
- 9) The Buyer further represents and confirms that it has inspected all the documents pertaining to the licensed and the Complex Lands including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters and confirming parties in the Real Estate Project and its right to convey the COMMERCIAL SPACE to the Buyer.
- 10) The Parties hereby confirm that they are signing the Conveyance Deed with full knowledge of the applicable Laws.
- 11) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.
- 12) The occupation certificate has been granted by DGTCP, Haryana, Chandigarh, vide its letter bearing memo No.....dated ..... The allottee has been put in possession of the said COMMERCIAL SPACE on and being fully satisfied and has no claim of any nature whatsoever and the allottee confirms that the COMMERCIAL SPACE

area of the said COMMERCIAL SPACE is.....sq. mtrs..

NOW THEREFORE in furtherance to receipt of the total price, the parties are executing this conveyance deed for recording the sale, conveyance and transfer of the COMMERCIAL SPACE along with proportionate undivided interest in the common areas and exclusive right to absolutely and forever, in favor of the buyer on the terms and conditions mutually agreed by and between the parties and contained in this conveyance deed.

**1. CONVEYANCE:**

- i. In accordance with the terms and conditions contained in this conveyance deed and in consideration of the total price including EDC & IDC .....(Rupees only ) paid by the allottee and received by the promoter (as per details mentioned in the payment schedule-..... hereunder), the promoter doth hereby sell, convey, assign and transfer unto the allottee by way of sale, the said COMMERCIAL SPACE of the said project free from all encroachments, charges and encumbrances together with all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the said COMMERCIAL SPACE or in any way appended therewith usually held as part and parcel thereof.

And now it shall be lawful for the allottee for all times hereafter to occupy/posses the said COMMERCIAL SPACE and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the promoter subject to the terms and conditions of this conveyance deed and the declaration. The promoter agree that they shall from time to time and at all times hereafter, upon every reasonable request and at the cost of the allottee, make, acknowledge, execute and perfect with all proper dispatch, all such further and other lawful and reasonable acts, deeds, matters and things whatsoever necessary for assuring the said COMMERCIAL SPACE unto the allottee in the manner mentioned in this conveyance deed. The promoter covenant that this conveyance deed is executed in all its entirety and that the promoter has received full sale price of the said COMMERCIAL SPACE.

- ii. The Total Price of the COMMERCIAL SPACE as per approved demarcation/ zoning plan is ` \_\_\_\_\_(Rupees\_only) ("**Total Price**") (Give break up and description):

COMMERCIAL SPACE No.	
Block No.	
CARPET Area of COMMERCIAL SPACE in sq. Fts	
Rate per sq. fts.	
Basic Price of the COMMERCIAL SPACE	
GST (if applicable)	
EDC (As Applicable)	
IDC (As Applicable)	
Total price (in rupees)	

**Explanation:**

- (i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the COMMERCIAL SPACE;
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which has been levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Promoter up to the date of handing over the possession of the COMMERCIAL SPACE to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the allottee shall be liable to the promoter for the increased/ decreased amount based on such change / modification:

Provided further, Allottee shall not be responsible for any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act.

- (iii) The Promoter has provided to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- (iv) The Total Price of COMMERCIAL SPACE includes recovery of price of land, development/ construction of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., fire detection and firefighting equipment in the common areas, maintenance charges for a period of 5 years and includes cost for providing all other facilities, amenities and specifications to be provided in the Colony..

## 2) **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the promoter abiding by the development milestones, the allottee has made the following payments on written demand by the promoter as mentioned in the Payment Plan SCHEDULE IX through A/c Payee cheque/ demand draft/ bankers cheque or online payment

(as applicable) in favor of 'PYRAMID HOME DEVELOPERS LLP- MIDTOWN A/C.' payable at Gurgaon.

## 3) **TERMS AND CONDITIONS:**

The allottee confirms that subject to the terms and conditions of this Conveyance Deed, the promoter have conveyed to the allottee only the following rights with regard to the said COMMERCIAL SPACE-

- i) Ownership of the said COMMERCIAL SPACE.
- ii) Right to use common areas and facilities within the said project as set out in the declaration. The allottee agrees that the interest of allottee in the common areas and facilities is undivided and cannot be separated and is subject to timely payment of maintenance charges. The allottee shall use common areas and facilities harmoniously along with other COMMERCIAL SPACE owners, maintenance staff etc., without causing any inconvenience or hindrance/annoyance to them.

**4) CONSTRUCTION OF THE REAL ESTATE PROJECT AND HANDOVER OF COMMERCIAL SPACE:**

4.1 The Allottee acknowledges and confirms that the he/she has not paid any amount towards any other lands, facilities and amenities. Accordingly, the promoter has made it clear and the allottee has understood and agrees that the allottee shall have ownership thereof and the ownership of such land, areas, facilities and amenities shall vest solely with the allottee and they shall have sole right and absolute authority to deal with the same in any manner including creation of rights in favour of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other authority, body, person, institution, trust and/or any local body(ies).

4.2 The allottee acknowledges that the promoter has carried out the developmental activities strictly in accordance with the sanctioned plans duly approved by the competent authority.

**5.. ADDITIONAL CONSTRUCTIONS:**

The promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority.

**6. MAINTENANCE OF THE SAID COMMERCIAL SPACE / PROJECT:**

6.1 The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/ competent authorities after completion of 5 year free maintenance period from the date of obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;

6.2 The allottee agrees and undertakes that after the competent authority, as the case may be, has taken over the maintenance of the said project, thereafter the allottee shall be liable to pay maintenance charges for the maintenance of the common areas & facilities of the said project to such association of COMMERCIAL SPACE owners / competent authority. Each allottee shall promptly pay all such maintenance charges as demanded by the association of COMMERCIAL SPACE owners or the competent authority and to secure the payment of such maintenance charges, the Allottee shall always keep deposited an amount @ Rs. \_\_\_\_/- per sq. mtr. with the Competent Authority, as the case may be; which shall be called "Interest Bearing Maintenance Security (IBMS) Deposit". The allottee agrees to pay all such maintenance charges to the association of COMMERCIAL SPACE owners / competent authority, as the case may be; by way of a cheque / demand draft drawn in favour of the such association of COMMERCIAL SPACE owners / competent authority, as the case may be. In case, the allottee fails to pay any maintenance bill then

- (i) the allottee shall not be entitled to avail any maintenance services.
- (ii) the amount of such maintenance bills shall be first adjusted from the interest accrued upon the IFMS and if the interest on IFMS falls short of the amount of maintenance bill then such short fall shall be adjusted out of the principal amount of IFMS.
- (iii) If due to such adjustment in the principal amount, the IBMS falls below the agreed sum Rs. \_\_\_\_\_ per sq. mtr. (\_\_\_\_/- per sq. mtr.approx.) of the COMMERCIAL SPACE area of the said COMMERCIAL SPACE, then the allottee (s) hereby undertakes to make good the resultant shortfall within fifteen days of the due date of the defaulted maintenance bill.

6.4 In order to provide necessary maintenance services the promoter shall hand over the maintenance of the

said project to the maintenance agency. The allottee acknowledges and confirms to abide by the terms and conditions of the maintenance agreement and to pay promptly all the demands, bills, charges, as may be raised by the maintenance agency from time to time. The allottee assures and undertakes to pay the total maintenance charges fixed by the maintenance agency whose decision shall be final and binding on the allottee and the allottee undertakes to pay the same promptly.

6.5 The allottee acknowledges that the association of COMMERCIAL SPACE owners/ maintenance agency shall be responsible for providing maintenance services to the said project including supply of electricity in terms of the permission to be granted by the competent authority(ies) to raise bills directly on the allottee and collect payments thereof and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The maintenance agency may entrust the maintenance services, to be undertaken/carried out through any person, as deemed fit at its sole discretion. The allottee undertakes to pay promptly without any reminders all bills and charges as may be raised by the maintenance agency from time to time. The allottee confirms not to withhold, refuse or delay the payment of maintenance bills raised by the maintenance agency or fail to abide by any of the terms and conditions of the maintenance agreement. The allottee undertakes that the allottee shall be entitled to use the maintenance services subject to the timely payment of maintenance charges. The allottee undertakes to pay all the charges to the maintenance agency periodically as and when demanded by the maintenance agency. The share so determined by the maintenance agency shall be final and binding on the allottee.

6.6 The allottee confirm that the maintenance agency has the right of unrestricted access to all general and/or limited common areas and facilities for providing necessary maintenance services. The allottee acknowledges that the maintenance agency shall have the right to enter into the Said COMMERCIAL SPACE or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said COMMERCIAL SPACE, any refusal of the allottee to give such right to entry will be deemed to be a violation of the terms of this Conveyance Deed and the promoter shall be entitled to take such actions, as they may deem fit.

6.7 The allottee confirms and acknowledges that the association of COMMERCIAL SPACE owner's /maintenance charges and the maintenance services are more elaborately described in the maintenance agreement.

7) DEFECT LIABILITY:

7.1 The allottee confirms that the association of COMMERCIAL SPACE owners /maintenance agency, its surveyors, agents with or without workmen and others shall have the right to enter into and upon the said COMMERCIAL SPACE or any part thereof to view and examine the state and condition thereof and to make good all defects, decays and repairs which the allottee has failed to make good in spite of service of one month notice in writing by the association of COMMERCIAL SPACE owners /maintenance agency in this behalf and also 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 other conveniences belonging to or serving or used for the said COMMERCIAL SPACE and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables.

7.2 The allottee acknowledges and confirms that the infrastructure facilities provided by the Government in the entire sector is beyond the control of the association of COMMERCIAL SPACE owners /maintenance agency and the allottee shall not have a right to raise any claim or dispute against the promoter/ association of COMMERCIAL SPACE Owners /maintenance agency in respect of the facilities provided by the Government or any other statutory authorities.

7.3 The allottee confirms and acknowledges having received actual, physical, vacant possession of the Said COMMERCIAL SPACE from the promoter after satisfying himself about the development that have been made and provided in accordance with the drawings, designs and specifications and are in good order and condition.

In case any provision of services or any other obligations of the promoter as per the Agreement for Sale and this Conveyance Deed relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottee shall be entitled to receive appropriate compensation in the manner as provided under the section 18(2) of RERA Act/HARERA Rules, 2017 Act.

In case of title defect concerning the land under the project for all time to come the promoter shall be responsible to rectify the same and to compensate the allottee in terms of section 18(2) of RERA act 2016.

- 7.4 The allottee acknowledges that the contents inside the said COMMERCIAL SPACE shall be insured by the allottee at his own cost. The allottee shall not do or permit to be done any act or thing which may render void or voidable, insurance of any COMMERCIAL SPACE or any part of the said Building or cause increased premium to be payable in respect thereof, for which the allottee shall be solely responsible and liable.

**8.0 RIGHT TO ENTER THE COMMERCIAL SPACE FOR REPAIRS:**

- 8.1 The allottee confirms to be solely responsible to maintain the said COMMERCIAL SPACE at its own cost in a good repair and condition and shall not do or suffer to be done anything in violation of any laws or rules of any authority or change or alter or make additions to the said COMMERCIAL SPACE.
- 8.2 The allottee confirms and undertakes to keep sewers, drains in good condition and maintain the same in a fit and proper condition. And ensure that the services are not in any way damaged or jeopardized 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.
- 8.3 The allottee further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the said COMMERCIAL SPACE or anywhere on the exterior of the said COMMERCIAL SPACE or common areas. Further, the Allottee confirms not to store any hazardous or combustible goods in the Said COMMERCIAL SPACE or place any heavy material in the common area.
- 8.4 The allottee confirms to plan and distribute its electrical load in conformity with the electrical systems. The non-observance of the provisions of this clause shall entitle the promoter or the maintenance agency or association of COMMERCIAL SPACE Owners, to enter the said COMMERCIAL SPACE, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the allottee apart from the other remedies as shall be available. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**9. GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL SPACE:**

- 9.1 The allottee confirms that the service areas, if any, as may be located within the said project, as the case may be, as earmarked by the promoter to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per zoning plans/building plans.
- 9.2 The allottee shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the promoter/ maintenance agency/ association of COMMERCIAL SPACE owners for rendering maintenance services. Any violation of this condition shall be a breach of the terms of this Conveyance Deed by allottee.
- 9.3 The allottee undertakes and agrees not to use the said COMMERCIAL SPACE for any purpose other than commercial or in a manner that may cause nuisance or annoyance to other COMMERCIAL SPACE owners or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said COMMERCIAL SPACE in any manner interfere with the use thereof or of s, or amenities available for common use. The allottee shall indemnify the association of COMMERCIAL SPACE owners /maintenance agency against any penal action, damages or loss due to misuse by the allottee.
- 9.5 The promoter will ensure bulk electricity connection from DHBVN under the rules, within three months from the date of offer of possession of COMMERCIAL SPACE otherwise he/she will ensure supply of electricity through DG set and shall charge at the rates of DHBVN.
- 9.6 The allottee(s) has understood that his/her rights with regard to the said COMMERCIAL SPACE are limited to those mentioned in the Conveyance Deed, and the allottee(s) has not contracted with the promoter for any other right of



any nature whatsoever.

**10. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE CONVEYANCE DEED:**

The allottee confirms that wherever the allottee has to make payment in common with the other COMMERCIAL SPACE owners in the said Project, the same shall be in proportion with the COMMERCIAL SPACE area of the said COMMERCIAL SPACE to the total COMMERCIAL SPACE area of all the COMMERCIAL SPACES in the said Project.

**11. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS BY THE PARTIES:**

11.1 The allottee acknowledges that if any clause of this Conveyance Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this Conveyance Deed and to the extent necessary to conform to the applicable laws; and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in law.

11.2 The allottee confirms that all the obligations arising under this Conveyance Deed in respect of the said COMMERCIAL SPACE shall equally be applicable and enforceable against any and all occupiers, tenants, licenses and/or subsequent purchasers of the said COMMERCIAL SPACE as the said obligations go with the said COMMERCIAL SPACE for all intents and purposes and the allottee assures the promoter that the allottee shall take sufficient steps to ensure the performance in this regard.

11.3 The allottee agrees and understands that the contents of the declaration and all the rights and obligation setout therein shall be read as an integral part of this Conveyance Deed.

11.4 The allottee acknowledges and confirms that the allottee has read and understood the Act/RERA Act/HARERA Rule,2017 and the implications thereof in relation to the various provisions of the Conveyance Deed and the allottee is in full agreement with the provisions of this Conveyance Deed in relation to the Act/RERA Act/HARERA Rule,2017 and shall comply as and when applicable and from time to time with the provisions of the Act/RERA Act/HARERA Rule,2017 or any statutory amendments or modifications thereof or the provisions of any other law(s).

The Promoter have assured the allottee that the project in its entirety is in accordance with the provisions of the Haryana Government Laws, BBA Agreement, RERA/HARERA Act and rules framed / to be framed thereunder.

**12. ENTIRE CONVEYANCE DEED:**

12.1 The allottee(s) has understood that his/her rights with regard to the said COMMERCIAL SPACE are limited to those mentioned in the Conveyance Deed, and the allottee(s) has not contracted with the promoter for any other right of any nature whatsoever.

12.2 The allottee confirms having borne and paid all expenses for the completion of this Conveyance Deed, including cost of stamp duty and government fee charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at Rs. ....(Rupees .....only) in terms of the Indian Stamp Act, 1899. 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 COMMERCIAL SPACE conveyed by this Conveyance Deed shall be borne by the allottee exclusively and the promoter accept no responsibility in this regard.

12.3 The promoter & allottee will comply with all provisions of Builder Buyer Agreement executed by both and date of delivery of the possession is \_\_\_\_\_.

**13. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON PROMOTER/SUBSEQUENT ALLOTTEE OF THE COMMERCIAL SPACE:**

It is clearly understood and agreed by and between the parties hereto that if there is any default by the promoter or the

purchaser, then the party who rescinds the contract need to pay damages to the other party for the breach of contract.

**14. DISPUTE RESOLUTION:**

- 14.1 The allottee agrees and understand that the terms and conditions of this Conveyance Deed may be modified amended in accordance with any applicable directions/orders which may be passed by any court of law, Tribunal or Commission, in compliance with applicable laws, upon final determination of the issues in the pending proceedings before Supreme Court and the allottee agrees to execute the deed of amendment/ supplementary deed / rectification deed modifying this Conveyance Deed if necessary in accordance with such final directions/orders and there upon the Conveyance Deed would be deemed to have been executed in such modified form.

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Conveyance Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under The Real Estate (Regulation and Development )Act, 2016.

- 16.2 The courts at Gurugram alone and the Punjab & Haryana High Court at Chandigarh shall have the jurisdiction.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Conveyance Deed at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint Buyers)

(1) Signature \_\_\_\_\_

Name

Address

Please affix  
photograph and  
sign across the  
photograph

(2) Signature

Name

Address

Please affix  
photograph and  
sign across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorized Signatory)

Name

Address

Please affix  
photograph and  
sign across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

For and On behalf of Land Owning Entities (Authorised representative of GPA Holder)

:

(2) Signature (Authorized representative)

Name

Please affix  
photograph and  
sign across the  
photograph

At on in the

presence of:

WITNESSES:

1. Signature  
Name  
Address

2. Signature  
Name  
Address

\_\_\_\_\_

SCHEDULE -I

**LAND OWNING ENTITIES**

<b><u>S.No.</u></b>	<b><u>Name of Entity</u></b>	<b><u>CIN</u></b>	<b><u>Registered Office</u></b>	<b><u>Acting Through</u></b>
<b>1.</b>	GOLDEN VIEW BUILDERS P LTD	U45201DL2005PTC140373	304, Kanchan House, Karampura Commercial Complex, Delhi DL 110015 IN	Mr..... Authorized representative of GPA Holder
<b>2.</b>	BULLS REALTORS P LTD,	U70109DL2006PTC154709	C-4, 1st Floor, Malviya Nagar New Delhi South Delhi DL 110017 IN	Mr..... Authorized representative of GPA Holder
<b>3.</b>	FIVERIVERS DEVELOPERS P LTD	U45200DL2006PTC156504	305, 3RD FLOOR, KANCHAN HOUSE, KARAMPURA COMMERCIAL COMPLEX, NEW DELHI DL 110015 IN	Mr..... Authorized representative of GPA Holder
<b>4.</b>	FIVERIVERS TOWNSHIP PRIVATE LIMITED	U45200DL2007PTC160345	305, 3RD FLOOR, KANCHAN HOUSE KARAMPURA COMMERCIAL COMPLEX NEW DELHI DL 110015 IN	Mr..... Authorized representative of GPA Holder

SCHEDULE II

Description of Licensed Lands (Land Detail)

Land ad-measuring 5.6972 acres situated at Village Behrampur & Ullawas sector - 59 Gurugram in and comprised in the following

<b>License No. 133 of 2019 dated 16.12.2019</b>						
<b>Sr. No.</b>	<b>Land Owned by</b>	<b>Revenue Estate</b>	<b>Rect. No .</b>	<b>Khasra No.</b>	<b>Area</b>	
					<b>Acre</b>	<b>Sq. mt.</b>
1.						
2.						
3.						
<b>Total licensed area</b>						

SCHEDULE III

DESCRIPTION OF THE COMMERCIAL SPACE

A. DESCRIPTION OF THE COMMERCIAL SPACE APPLIED FOR:

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- (iv) COMMERCIAL SPACE No. \_\_\_\_\_
- (v) COMMERCIAL SPACE carpet area of \_\_\_\_\_sq. FTS
- (vi) Exclusive Balcony area of \_\_\_\_\_sq.mts
- (vii) Number of covered car parking(s) \_\_\_\_\_
- (viii) The above said COMMERCIAL SPACES is surrounded from four side as follows:
- (ix) The above said COMMERCIAL SPACES is surrounded from four side as follows:
- a. East side: \_\_\_\_\_
- b. West side: \_\_\_\_\_
- c. North side: \_\_\_\_\_
- d. South side: \_\_\_\_\_

MODE OF BOOKING:

(i) Direct ()

(ii) Property Dealer/Channel Partner/Broker ()

(Mention name & address of the Dealer/Channel Partner/Broker with stamp)

Name:
Address:
Signature:
Stamp:

## COMMERCIAL SPACE LAY-OUT

As Attached in Annexure-1





## CONVEYANCE DEED

**CONVEYANCE DEED FOR Rs.**\_\_\_\_\_

**STAMP DUTY Rs.**\_\_\_\_\_

This Conveyance Deed executed on this .....(Date) day of.....(Month), 20.... (conveyance deed).

AMONGST

**1. The Entities mentioned in Schedule-I** (hereinafter collectively referred to as “Land Owners or Project Land Owners”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective permitted assigns, successors and liquidators) acting through their respective authorized signatories, duly authorized vide board resolution in this regard, being Party of the FIRST PART;

(Such Land Owners being corporate entities have been authorized by their respective registered GPA(s) and board resolutions to execute this Agreement as summarized in Schedule-I)

AND

**2. Pyramid Home Developers LLP** (LLPIN: AAL-5036) a LLP registered under the provision of the Limited Liability Partnership Act, 2008, having its registered office at H-38, Ground Floor, M2K White House, Sector-57, Gurgaon and corporate office at 217A-217B, 2nd Floor, Suncity Business Tower, Sector-54, Golf Course Road, Gurgaon, (PAN:) through its authorised signatory (.....) duly authorised severally in this behalf vide partners resolution dated ....., hereinafter referred to as the ‘ Promoter/Developer’, which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the SECOND PART.

AND

Mr./Ms....., (adhar no.....) son/daughter of....., aged about ....., residing at ....., (PAN.....), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the THIRD PART;

### DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires, -

- a) “Government” means the Government of the State of Haryana;
- b) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- c) “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- d) “Section” means a section of the Act.
- e) “Competent Authority” shall mean the area as defined in the RERA Rules.
- f) “Policy means” means Affordable Group Housing Scheme-2013.
- g) “DTCP” shall mean Directorate, Town and Country Planning, Haryana.

In this conveyance deed, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this conveyance deed. When not capitalized, such words shall be attributed their ordinary meaning.

- a) "Said Project" means the Project MIDTOWN developed in revenue estate of village Behrampur and Ullawas, sector 59, Gurugram, on total land measuring 5.6972 acres as per the building plans approved by the competent authority.
- b) "Promoter" shall have the meaning as described to it in the preamble.
- c) "Allottee" shall have the meaning as described to it in the preamble.
- d) "Booking Amount" shall mean 5% (Five Percent) of the Total Sale Price of the Flat.
- e) "Applicable Taxes" shall mean all the taxes, cess, revenue, by whatever name called payable by the promoters.
- f) "Total Price" shall have the same meaning as described to it under **clause 1.**
- g) "IFMS" means the interest free maintenance security @ Rs...../- per sq. ft. of the flat Area to be paid by the allottee in proportion to the area of the Flat to the association of Flat owners/maintenance agency for the maintenance and upkeep of the said project carrying a simple yearly interest as per the applicable rates on fixed deposits (applicable to one year fixed deposit) accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realization of the amount by the association of Flat owner's/maintenance agency.
- h) "Maintenance Agency" means the person who shall carry out the maintenance and upkeep of the said project and who shall be responsible for providing the maintenance services within the said project, who can be association of Flat owners or such other person to whom the association of Flat owners may handover the maintenance.
- i) "Maintenance Agreement" means the maintenance agreement amongst the allottee, association of Flat owners and the maintenance agency, for maintenance of the said project.
- j) "Maintenance Charges" means the periodic charges payable by the allottee to the association of Flat owners/maintenance agency in advance for such period as may be decided by the association of Flat owner's/ maintenance agency. The same shall be paid by the allottee in accordance with the demand raised by the association of Flat owner's/maintenance agency for the maintenance and upkeep of the said project but does not include;
  - i. The charges for actual consumption/usage of utilities in the said Flat including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and,
  - ii. Any statutory payments, taxes. The details of maintenance charges and its pay ability shall be more elaborately described in the maintenance agreement.
- k) "Common Areas" shall mean the area as defined in the RERA Rules.

**NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

**WHEREAS THAT**

- 1) The Land Owners are the absolute and lawful owner of land comprised in Rect No. 35 , killa No. 1/1(1-17), 2/1/1(6-6), 10/2(3-17-7), 11(5-1-7) Rect No.34 Killa No.15(4-15) Rect No. 31 Killa No.22(8-0), total area admeasuring 29 Kanal 17 Marla 5 Sarsai or 3.7347 Acres situated in the revenue estate of Village-Behrampur, Sector-59, Gurgaon and Land comprised in Rect No.25 killa No. 7/2/2(1-11), 13/3(3-0), 14/1/2(3-3), 14/2(4-12), 15(3-8) total area 15 Kanal 14 Marla or 1.9625 Acres situated in revenue estate of village Ullawas, Sector-59, Gurugram coming to total land admeasuring 45 Kanal 11 Marla 5 Sarsai equivalent to 5.6972 Acres by way of Fard Jamabandi Year 2014-2015 (hereinafter referred to as land).
- 2) The land owners have entered into registered collaboration agreement & various addendum to principal agreement(s) with the party of second part (PROMOTER/ DEVELOPER) to develop the residential colony under Haryana affordable group housing colony vide vasika no. 9585 & 9586 dated 06.09.2019 and grant all development rights & possession of the land in favor of developer to develop the project and execute GPA to grant the powers as mentioned in the collaboration agreements and addendum(s) thereto in favor of the developer.

- 3) The promoter has obtained initially **license No. 133 OF 2019 dated 16-12-2019** valid up to 15.12.2024 in the name of in the name of land owners in collaboration with Commander Realtors Private Limited Under AFFORDABLE GROUP HOUSING COLONY, HARYANA-2013, for land admeasuring 5.6972 acres situated in the revenue estate of Village-Behrampur & Ullawas, Sector-59, Gurgaon -Manesar, District Gurugram. **Later, promoter has obtained approval for change of developer vide order dated ..... bearing .....** and the promoter has developed a project namely **MIDTOWN** in sector -59, Gurugram, Haryana in accordance with the Building plans approved by the DGTCP, Haryana, Chandigarh vide their memo no. .... dated .....
- 4) Above mention project, **MIDTOWN** ("Real Estate Project") have been developed as an Affordable Group Housing Colony under Affordable Group Housing Colony Policy, Haryana-2013 and have been registered as a 'real estate project' under the Act and the Rules. The Authority has duly issued the certificate of registration no. .... dated ..... for the Real Estate Project ("RERA CERTIFICATE"), which is annexed and marked as Annexure "A" hereto.
- 5) The Allottee had applied for allotment of Residential Flat with full knowledge and subject to all the laws/notifications(s) and rules applicable in general, which have been explained by The LLP Firm/Developer to the Applicant(s) in vernacular language and duly understood by the Applicant(s).
- 6) The Allottee(s) had examined and fully satisfied himself/herself/themselves about the rights, interest and the title of The LLP Firm/Developer in the said land owned by The LLP Firm/Developer on which the Project/ the Residential Flat will be constructed/developed and has understood all limitations and obligations in respect thereof. And there will be no more investigation or objection by the Applicant(s) in this respect. The Applicant agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DGTCP and/or by any other competent authorities in this regard to The LLP Firm/Developer.
- 7) The Allottee had inspected the site where the Residential Flat is proposed to be constructed. The Applicant(s) has not merely relied or been influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by The LLP Firm/Developer and has taken his/her/their personal judgment prior to booking the Residential Flat .
- 8) The allottee has been allotted a flat no ..... at ..... hereinafter referred to and defined as the "said Flat" as fully described in Schedule III to this conveyance deed with the carpet area .....sq. fts. for a total price of Rs. ....Rupees .....only) including EDC & IDC and other charges/fees etc. The Buyer had entered into a Flat buyer agreement dated .....("Agreement to sale") on the terms and conditions mentioned therein,
- 9) The Buyer further represents and confirms that it has inspected all the documents pertaining to the licensed and the Complex Lands including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters and confirming parties in the Real Estate Project and its right to convey the Flat to the Buyer.
- 10) The Parties hereby confirm that they are signing the Conveyance Deed with full knowledge of the applicable Laws.
- 11) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.
- 12) The occupation certificate has been granted by DGTCP, Haryana, Chandigarh, vide its letter bearing memo No.....dated ..... The allottee has been put in possession of the said Flat on and being fully satisfied and has no claim of any nature whatsoever and the allottee confirms that the Flat area of the said Flat is.....sq. mtrs..

NOW THEREFORE in furtherance to receipt of the total price, the parties are executing this conveyance deed for recording the sale, conveyance and transfer of the Flat along with proportionate undivided interest in the common areas and exclusive right to absolutely and forever, in favor of the buyer on the terms and conditions mutually agreed by and between the parties and contained in this conveyance deed.

# 1. CONVEYANCE:

- i. In accordance with the terms and conditions contained in this conveyance deed and in consideration of the total price

including EDC & IDC ..... (Rupees only ) paid by the allottee and received by the promoter (as per details mentioned in the payment schedule-..... hereunder), the promoter doth hereby sell, convey, assign and transfer unto the allottee by way of sale, the said Flat of the said project free from all encroachments, charges and encumbrances together with all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the said Flat or in any way appended therewith usually held as part and parcel thereof.

And now it shall be lawful for the allottee for all times hereafter to occupy/posses the said Flat and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the promoter subject to the terms and conditions of this conveyance deed and the declaration. The promoter agree that they shall from time to time and at all times hereafter, upon every reasonable request and at the cost of the allottee, make, acknowledge, execute and perfect with all proper dispatch, all such further and other lawful and reasonable acts, deeds, matters and things whatsoever necessary for assuring the said Flat unto the allottee in the manner mentioned in this conveyance deed. The promoter covenant that this conveyance deed is executed in all its entirety and that the promoter has received full sale price of the said Flat.

- ii. The Total Price of the Residential Flat as per approved demarcation/ zoning plan is ` \_\_\_\_\_ (Rupees\_only) ("**Total Price**") (Give break up and description):

Flat No.	
Block No.	
CARPET Area of Flat in sq. Fts	
Rate per sq. fts.	
Basic Price of the Flat	
GST (if applicable)	
EDC (As Applicable)	
IDC (As Applicable)	
Total price (in rupees)	

#### Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Flat;
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which has been levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Promoter up to the date of handing over the possession of the Flat to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the the allottee shall be liable to the promoter for the increased/ decreased amount based on such change / modification:

Provided further, Allottee shall not be responsible for any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the

Authority, as per the Act.

- (iii) The Promoter has provided to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- (iv) The Total Price of Flat includes recovery of price of land, development/ construction of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., fire detection and firefighting equipment in the common areas, maintenance charges for a period of 5 years and includes cost for providing all other facilities, amenities and specifications to be provided in the Colony..

**2) MODE OF PAYMENT:**

Subject to the terms of the Agreement and the promoter abiding by the development milestones, the allottee has made the following payments on written demand by the promoter as mentioned in the Payment Plan SCHEDULE IX through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of 'PYRAMID HOME DEVELO[PERS LLP- MIDTOWN A/C.' payable at Gurgaon.

**3) TERMS AND CONDITIONS:**

The allottee confirms that subject to the terms and conditions of this Conveyance Deed, the promoter have conveyed to the allottee only the following rights with regard to the said Flat-

- i) Ownership of the said Flat.
- ii) Right to use common areas and facilities within the said project as set out in the declaration. The allottee agrees that the interest of allottee in the common areas and facilities is undivided and cannot be separated and is subject to timely payment of maintenance charges. The allottee shall use common areas and facilities harmoniously along with other Flat owners, maintenance staff etc., without causing any inconvenience or hindrance/annoyance to them.

**4) CONSTRUCTION OF THE REAL ESTATE PROJECT AND HANDOVER OF FLAT:**

4.1 The Allottee acknowledges and confirms that the he/she has not paid any amount towards any other lands, facilities and amenities. Accordingly, the promoter has made it clear and the allottee has understood and agrees that the allottee shall have ownership thereof and the ownership of such land, areas, facilities and amenities shall vest solely with the allottee and they shall have sole right and absolute authority to deal with the same in any manner including creation of rights in favour of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other authority, body, person, institution, trust and/or any local body(ies).

4.2 The allottee acknowledges that the promoter has carried out the developmental activities strictly in accordance with the sanctioned plans duly approved by the competent authority.

**5.. ADDITIONAL CONSTRUCTIONS:**

The promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority.

**6. MAINTENANCE OF THE SAID FLAT / PROJECT:**

- 6.1 The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules,

2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/ competent authorities after completion of 5 year free maintenance period from the date of obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;

6.2 The allottee undertakes to join any association/ society of Flat owners formed by the promoter under relevant provisions of the Act and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary for this purpose.

6.3 The allottee agrees and undertakes that after the association of Flat owners/ competent authority, as the case may be, has taken over the maintenance of the said project, thereafter the allottee shall be liable to pay maintenance charges for the maintenance of the common areas & facilities of the said project to such association of Flat owners / competent authority. Each allottee shall promptly pay all such maintenance charges as demanded by the association of Flat owners or the competent authority and to secure the payment of such maintenance charges, the Allottee shall always keep deposited an amount @ Rs. \_\_\_\_/- per sq. mtr. with the Association of Flat Owners/ Competent Authority, as the case may be; which shall be called "Interest Bearing Maintenance Security (IBMS) Deposit". The allottee agrees to pay all such maintenance charges to the association of Flat owners / competent authority, as the case may be; by way of a cheque / demand draft drawn in favour of the such association of Flat owners / competent authority, as the case may be. In case, the allottee fails to pay any maintenance bill then

- (i) the allottee shall not be entitled to avail any maintenance services.
- (ii) the amount of such maintenance bills shall be first adjusted from the interest accrued upon the IFMS and if the interest on IFMS falls short of the amount of maintenance bill then such short fall shall be adjusted out of the principal amount of IFMS.
- (iii) If due to such adjustment in the principal amount, the IBMS falls below the agreed sum Rs. \_\_\_\_\_ per sq. mtr. (\_\_\_\_/- per sq. mtr. approx.) of the Flat area of the said Flat, then the allottee (s) hereby undertakes to make good the resultant shortfall within fifteen days of the due date of the defaulted maintenance bill.

6.4 In order to provide necessary maintenance services the promoter shall hand over the maintenance of the said project to the association of Flat owners/maintenance agency. The allottee acknowledges and confirms to abide by the terms and conditions of the maintenance agreement and to pay promptly all the demands, bills, charges, as may be raised by the association of Flat owners/maintenance agency from time to time. The allottee assures and undertakes to pay the total maintenance charges fixed by the association of Flat owners/maintenance agency whose decision shall be final and binding on the allottee and the allottee undertakes to pay the same promptly.

6.5 The allottee acknowledges that the association of Flat owners/ maintenance agency shall be responsible for providing maintenance services to the said project including supply of electricity in terms of the permission to be granted by the competent authority(ies) to raise bills directly on the allottee and collect payments thereof and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The association of Flat owners/maintenance agency may entrust the maintenance services, to be undertaken/carried out through any person, as deemed fit at its sole discretion. The allottee undertakes to pay promptly without any reminders all bills and charges as may be raised by the association of Flat owners/maintenance agency from time to time. The allottee confirms not to withhold, refuse or delay the payment of maintenance bills raised by the association of Flat owners/maintenance agency or fail to abide by any of the terms and conditions of the maintenance agreement. The allottee undertakes that the allottee shall be entitled to use the maintenance services subject to the timely payment of maintenance charges. The allottee undertakes to pay all the charges to the association of Flat owners/maintenance agency periodically as and when demanded by the association of Flat owners/maintenance agency. The share so determined by the association of Flat owners/maintenance agency shall be final and binding on the allottee.

6.6 The allottee confirm that the association of Flat owners/maintenance agency has the right of unrestricted access to all general and/or limited common areas and facilities for providing necessary maintenance services. The allottee acknowledges that the association of Flat owners/maintenance agency shall have the right to enter into the Said Flat or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Flat, any refusal of the allottee to give

such right to entry will be deemed to be a violation of the terms of this Conveyance Deed and the promoter shall be entitled to take such actions, as they may deem fit.

6.7 The allottee confirms and acknowledges that the association of Flat owner's /maintenance charges and the maintenance services are more elaborately described in the maintenance agreement.

7) DEFECT LIABILITY:

- 7.1 The allottee confirms that the association of Flat owners /maintenance agency, its surveyors, agents with or without workmen and others shall have the right to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and to make good all defects, decays and repairs which the allottee has failed to make good in spite of service of one month notice in writing by the association of Flat owners /maintenance agency in this behalf and also 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 other conveniences belonging to or serving or used for the said Flat and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables.
- 7.2 The allottee acknowledges and confirms that the infrastructure facilities provided by the Government in the entire sector is beyond the control of the association of Flat owners /maintenance agency and the allottee shall not have a right to raise any claim or dispute against the promoter/ association of Flat Owners /maintenance agency in respect of the facilities provided by the Government or any other statutory authorities.
- 7.3 The allottee confirms and acknowledges having received actual, physical, vacant possession of the Said Flat from the promoter after satisfying himself about the development that have been made and provided in accordance with the drawings, designs and specifications and are in good order and condition.

In case any provision of services or any other obligations of the promoter as per the Agreement for Sale and this Conveyance Deed relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottee shall be entitled to receive appropriate compensation in the manner as provided under the section 18(2) of RERA Act/HARERA Rules, 2017 Act.

In case of title defect concerning the land under the project for all time to come the promoter shall be responsible to rectify the same and to compensate the allottee in terms of section 18(2) of RERA act 2016.

- 7.4 The allottee acknowledges that the contents inside the said Flat shall be insured by the allottee at his own cost. The allottee shall not do or permit to be done any act or thing which may render void or voidable, insurance of any Flat or any part of the said Building or cause increased premium to be payable in respect thereof, for which the allottee shall be solely responsible and liable.

**8.0 RIGHT TO ENTER THE FLAT FOR REPAIRS:**

- 8.1 The allottee confirms to be solely responsible to maintain the said Flat at its own cost in a good repair and condition and shall not do or suffer to be done anything in violation of any laws or rules of any authority or change or alter or make additions to the said Flat.
- 8.2 The allottee confirms and undertakes to keep sewers, drains in good condition and maintain the same in a fit and proper condition. And ensure that the services are not in any way damaged or jeopardized 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.
- 8.3 The allottee further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the said Flat or anywhere on the exterior of the said Flat or common areas. Further, the Allottee confirms not to store any hazardous or combustible goods in the Said Flat or place any heavy material in the common area.
- 8.4 The allottee confirms to plan and distribute its electrical load in conformity with the electrical systems. The non-observance of the provisions of this clause shall entitle the promoter or the maintenance agency or association of Flat Owners, to enter the said Flat, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the allottee apart from the other remedies as shall be available. The allottee shall be responsible for any loss or

damages arising out of breach of any of the aforesaid conditions.

**9. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT:**

- 9.1 The allottee confirms that the service areas, if any, as may be located within the said project, as the case may be, as earmarked by the promoter to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per zoning plans/building plans.
- 9.2 The allottee shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the promoter/ maintenance agency/ association of Flat owners for rendering maintenance services. Any violation of this condition shall be a breach of the terms of this Conveyance Deed by allottee.
- 9.3 The allottee undertakes and agrees not to use the said Flat for any purpose other than residential or in a manner that may cause nuisance or annoyance to other Flat owners or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said Flat in any manner interfere with the use thereof or of s, or amenities available for common use. The allottee shall indemnify the association of Flat owners /maintenance agency against any penal action, damages or loss due to misuse by the allottee.
- 9.5 The promoter will ensure bulk electricity connection from DHBVN under the rules, within three months from the date of offer of possession of flat otherwise he/she will ensure supply of electricity through DG set and shall charge at the rates of DHBVN.
- 9.6 The allottee(s) has understood that his/her rights with regard to the said Flat are limited to those mentioned in the Conveyance Deed, and the allottee(s) has not contracted with the promoter for any other right of any nature whatsoever.

**10. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE CONVEYANCE DEED:**

The allottee confirms that wherever the allottee has to make payment in common with the other Flat owners in the said Project, the same shall be in proportion with the Flat area of the said Flat to the total Flat area of all the Flats in the said Project.

**11. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS BY THE PARTIES:**

- 11.1 The allottee acknowledges that if any clause of this Conveyance Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this Conveyance Deed and to the extent necessary to conform to the applicable laws; and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in law.
- 11.2 The allottee confirms that all the obligations arising under this Conveyance Deed in respect of the said Flat shall equally be applicable and enforceable against any and all occupiers, tenants, licenses and/or subsequent purchasers of the said Flat as the said obligations go with the said Flat for all intents and purposes and the allottee assures the promoter that the allottee shall take sufficient steps to ensure the performance in this regard.
- 11.3 The allottee agrees and understands that the contents of the declaration and all the rights and obligation setout therein shall be read as an integral part of this Conveyance Deed.
- 11.4 The allottee acknowledges and confirms that the allottee has read and understood the Act/RERA Act/HARERA Rule,2017 and the implications thereof in relation to the various provisions of the Conveyance Deed and the allottee is in full agreement with the provisions of this Conveyance Deed in relation to the Act/RERA Act/HARERA Rule,2017 and shall comply as and when applicable and from time to time with the provisions of the Act/RERA Act/HARERA Rule,2017 or any statutory amendments or modifications thereof or the provisions of any other law(s).

The Promoter have assured the allottee that the project in its entirety is in accordance with the provisions of the Haryana Government Laws, BBA Agreement, RERA/HARERA Act and rules framed / to be framed thereunder.

**12. ENTIRE CONVEYANCE DEED:**

- 12.1 The allottee(s) has understood that his/her rights with regard to the said Flat are limited to those mentioned in the



Conveyance Deed, and the allottee(s) has not contracted with the promoter for any other right of any nature whatsoever.

12.2 The allottee confirms having borne and paid all expenses for the completion of this Conveyance Deed, including cost of stamp duty and government fee charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at Rs. ....(Rupees .....only) in terms of the Indian Stamp Act, 1899. 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 Flat conveyed by this Conveyance Deed shall be borne by the allottee exclusively and the promoter accept no responsibility in this regard.

12.3 The promoter & allottee will comply with all provisions of Builder Buyer Agreement executed by both and date of delivery of the possession is \_\_\_\_\_.

13. **PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON PROMOTER/SUBSEQUENT ALLOTTEE OF THE FLAT:**

It is clearly understood and agreed by and between the parties hereto that if there is any default by the promoter or the purchaser, then the party who rescinds the contract need to pay damages to the other party for the breach of contract.

14. **DISPUTE RESOLUTION:**

14.1 The allottee agrees and understand that the terms and conditions of this Conveyance Deed may be modified amended in accordance with any applicable directions/orders which may be passed by any court of law, Tribunal or Commission, in compliance with applicable laws, upon final determination of the issues in the pending proceedings before Supreme Court and the allottee agrees to execute the deed of amendment/ supplementary deed / rectification deed modifying this Conveyance Deed if necessary in accordance with such final directions/orders and there upon the Conveyance Deed would be deemed to have been executed in such modified form.

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Conveyance Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under The Real Estate (Regulation and Development )Act, 2016.

16.2 The courts at Gurugram alone and the Punjab & Haryana High Court at Chandigarh shall have the jurisdiction.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Conveyance Deed at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint Buyers)

(1) Signature \_\_\_\_\_

Name

Address

Please affix  
photograph and  
sign across the  
photograph

(2) Signature \_\_\_\_\_

Name

Address

Please affix  
photograph and  
sign across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorized Signatory)

Name

Address

Please affix  
photograph and  
sign across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

For and On behalf of Land Owning Entities (Authorised representative of GPA Holder)

:

(2) Signature (Authorized representative)

Name

Please affix  
photograph and  
sign across the  
photograph

At on in the

presence of:

WITNESSES:

1. Signature  
Name  
Address

2. Signature  
Name  
Address

\_\_\_\_\_



SCHEDULE -I

**LAND OWNING ENTITIES**

<b><u>S.No.</u></b>	<b><u>Name of Entity</u></b>	<b><u>CIN</u></b>	<b><u>Registered Office</u></b>	<b><u>Acting Through</u></b>
<b>1.</b>	GOLDEN VIEW BUILDERS P LTD	U45201DL2005PTC140373	304, Kanchan House, Karampura Commercial Complex, Delhi DL 110015 IN	Mr..... Authorized representative of GPA Holder
<b>2.</b>	BULLS REALTORS P LTD,	U70109DL2006PTC154709	C-4, 1st Floor, Malviya Nagar New Delhi South Delhi DL 110017 IN	Mr..... Authorized representative of GPA Holder
<b>3.</b>	FIVERIVERS DEVELOPERS P LTD	U45200DL2006PTC156504	305, 3RD FLOOR, KANCHAN HOUSE, KARAMPURA COMMERCIAL COMPLEX, NEW DELHI DL 110015 IN	Mr..... Authorized representative of GPA Holder
<b>4.</b>	FIVERIVERS TOWNSHIP PRIVATE LIMITED	U45200DL2007PTC160345	305, 3RD FLOOR, KANCHAN HOUSE KARAMPURA COMMERCIAL COMPLEX NEW DELHI DL 110015 IN	Mr..... Authorized representative of GPA Holder

SCHEDULE II

Description of Licensed Lands (Land Detail)

Land ad-measuring 5.6972 acres situated at Village Behrampur & Ullawas, sector - 59 Gurugram in and comprised in the following

<b>License No. 133 of 2019 dated 16.12.2019</b>						
<b>Sr. No.</b>	<b>Land Owned by</b>	<b>Revenue Estate</b>	<b>Rect. No .</b>	<b>Khasra No.</b>	<b>Area</b>	
					<b>Acre</b>	<b>Sq. mt.</b>
1.						
2.						
3.						
<b>Total licensed area</b>						

### SCHEDULE III

#### DESCRIPTION OF THE FLAT

##### A. DESCRIPTION OF THE FLAT APPLIED FOR:

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- (iv) Flat No. \_\_\_\_\_
- (v) Flat carpet area of \_\_\_\_\_ sq. FTS
- (vi) Exclusive Balcony area of \_\_\_\_\_ sq.mts
- (vii) Number of covered car parking(s) \_\_\_\_\_
- (viii) The above said Flats is surrounded from four side as follows:
- (ix) The above said Flats is surrounded from four side as follows:
- a. East side: \_\_\_\_\_
  - b. West side: \_\_\_\_\_
  - c. North side: \_\_\_\_\_
  - d. South side: \_\_\_\_\_

MODE OF BOOKING:

(i) Direct ()

(ii) Property Dealer/Channel Partner/Broker ()

(Mention name & address of the Dealer/Channel Partner/Broker with stamp)

Name:
Address:
Signature:
Stamp:

FLAT LAY-OUT

As Attached in Annexure-1

