

CONVEYANCE DEED

Property No. : Plot No. _____

Project Name & location : [●], Sector [●], Dharuhera, District Rewari, Haryana

Village Name : Malpura, Tehsil Dharuhera, District Rewari

Type of Property : Residential Plot

Area : _____ Square yards (_____ sq. meters)

Value : Rs. _____/-

Stamp Duty : Rs. _____/-

E- Stamp No. & Date : _____

This Conveyance Deed ("**Deed**") is made and executed on this _____ day of _____, at Dharuhera

BY AND BETWEEN

[●] a company incorporated under the provisions of the Companies Act, 2013 having its registered office at [●] (PAN – [●]), represented by its authorized signatory____(Aadhar no._____) authorized *vide* board resolution dated_____hereinafter referred to as the "**Promoter/Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in- interest, executors, administrators and permitted assignees);

AND

[If the Vendee is a company]

(CIN no._____) a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at____, (PAN____), represented by its authorized signatory,____, (Aadhar no. _____) duly authorized *vide* board resolution dated____, hereinafter referred to as the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Vendee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, (Central Act 9 of 1932) having its principal place of buissness at _____(PAN____), represented by its authorized partner, _____, (Aadhar no._____) authorized *vide*____, hereinafter referred to as the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Vendee is an Individual]

Mr. / Ms._____, (Aadhar no._____) son / daughter of____, aged about____, residing at____, (PAN _____), hereinafter called the "**Vendee**" (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 assignees).

[OR]

[If the Vendee is a Hindu undivided family (HUF)]

Mr. _____, (Aadhar no. _) son of _____ aged about ____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the **“Vendee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors- in-interest and permitted assignees).

[Please insert details of other Vendee(s), in case of more than one Vendee].

The Promoter/Vendor and Vendee shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS:

- A. The Promoter/Vendor is the absolute and lawful owner of [khasra nos./ survey nos.] _____ totally admeasuring _____ acres (_____ square meters) situated at Village Malpura, Sector 7, in Tehsil Dharuhera & District Rewari (**“Said Land”**) vide sale deed(s) dated _____ registered as document no. _____ at the office of the Sub-Registrar;
- B. Pursuant to the aforesaid arrangement, the Promoter/Vendor is, inter alia, entitled to apply for and obtain various permissions/sanctions and approvals for the development of the said Land and is further entitled/competent to develop, market and sell plots in the said Project (defined hereinafter), receive monies, give receipts, execute agreement for sale, conveyance deed, other documents etc., as may be necessary and expedient to give effect to the aforesaid purposes;
- C. The said Land was earmarked for the purpose of setting up of a residential plotted colony under provisions of the Haryana Development and Regulation of urban Areas Act, 1975 (**“said Act”**), in the name and style of **“_____”**, located at Village Malpura, Sector 7, Dharuhera, District Rewari, Haryana (hereinafter referred to as the **“said Project”**);
- D. Subsequently, vide License no. [●]/2020 (**“License”**), the Director General of Town and Country Planning has allowed the Promoter/Vendor for undertaking construction and development of residential plotted project on the Said Land;

- E. The Promoter/Vendor obtained consent to establish from pollution angle from the Haryana State Pollution Control Board vide its order dated [●] and other approvals for the development of the said Project from competent authorities. The DGTCP has duly granted part completion certificate vide its letter dated [●] for the plotted development after the Promoter/Vendor has duly completed internal development works namely, water supply, sewerage, storm water drainage, internal roads, horticulture, street lights etc. as per the approved plans and specifications thereof;
- F. The Promoter/Vendor is well and sufficiently entitled to sell the various plots in the said Project, inter alia, comprising of several plots of various sizes, dimensions and land uses forming part of the approved layout plan of the said Project;
- G. The Vendee after fully satisfying himself about the right, title, location, possession, interest, competency and limitations of the Promoter/Vendor in the said Land shown interest in the said Project and approached the Promoter/Vendor for purchase of a Residential Plot in the said Project and in pursuance thereof, the Promoter/Vendor allotted Residential Plot No. _____ to the Vendee in the said Project by allotment letter dated _____, (hereinafter referred to as the “**said Plot**”) and the Promoter/Vendor and the Vendee entered into an Agreement for Sale dated _____ agreeing for the specific terms and conditions contained therein for the sale of the said Plot (said “**Agreement for Sale**”);
- H. The Vendee has seen all documents including record of rights, license, lay out plan, completion certificate and all other sanctions and approvals, which have been granted by the competent authorities and the Vendee is fully satisfied about the right, title and interest, approvals, sanctions granted for the plotted development, including the said Plot, which have been carried out by the Promoter/Vendor;
- I. The Vendee has visited the said Plot and got the final demarcation of the size & location of the said Plot No. _____, having area admeasuring approximately _____ Square Yards (or _____ Square Meters), more particularly described in the schedule annexed hereto and is fully satisfied with the internal development made at the site of the said Project by the Promoter/Vendor and having understood all the limitations and obligations of the Promoter/Vendor with respect to the provisions of external and social infrastructure available to the site of the said Project, has now expressed his desire to get the Conveyance Deed of the said Plot executed and registered in his favour;

- J. The Vendee represents, agrees and undertakes to become a member of the association of plot owners in the [name of the Project], formed and registered in the name & style of the “ _____”, if has not become a member thereof prior to the execution of this Deed and shall abide by the bye-laws of the same;
- K. The Promoter/Vendor represents and the Vendee(s) acknowledge, understand and agree that the Promoter/Vendor shall make arrangement for water supply, sewerage, drainage etc. on payment basis till these services are made available from external infrastructure to be laid by the Haryana Urban Development Authority (“HUDA”)/Haryana State Industrial & Infrastructural Development Corporation (“HSIIDC”)/ State Government or any other competent authority, as per their scheme;
- L. The Vendee, in terms of the said Agreement for Sale, has paid the agreed Total Price _____ of Rs. _____/- (Rupees _____ only) for the said Plot, receipt whereof the Promoter/Vendor do hereby acknowledges. The Vendee has agreed to bear all expenses for the execution and registration of the conveyance deed of the said Plot including cost of stamp duty, registration fee and other incidental charges and the Promoter/Vendor is conveying, alienating, selling and transferring the said Plot to the Vendee on the terms and conditions contained hereinafter:

NOW THEREFORE THIS CONVEYANCE DEED WITNESSETH AS UNDER:

1. PROPERTY AND CONSIDERATION:

- 1.1 That in consideration of the amount of agreed Total Price of Rs. _____/- (Rupees _____ only) paid by the Vendee to the Promoter/Vendor, the receipt whereof is hereby admitted and acknowledged by the Promoter/Vendor, and the Vendee agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions contained herein and as contained in the said Agreement for Sale, executed between the Promoter/Vendor and the Vendee, the Promoter/Vendor doth hereby conveys unto the Vendee all that piece and parcel of land comprising the said Plot together with right of all ways, paths, passages, liberties, privileges, easements, benefits to the said Plot belonging and/or pertaining thereto to hold the same by the Vendee for all times to come. The aforesaid agreed Total Price has been paid by the Vendee to the Promoter/Vendor by

means of Cheque(s)/ Demand Draft(s)/Electronic Transfer in the manner as under:-

Cheque No./UTR No. /TDS Details	Date	Amount (Rs.)	Drawn On
Total			

- 1.2 It is clarified that the Electric, Water, Sewerage Connection charges and any other incidental charges thereto are not included in the aforesaid Total Price and shall be payable by the Vendee in addition to the aforesaid Total Price of the said Plot. The Vendee shall pay the aforesaid charges/ amounts, on demand, to the Promoter/Vendor as may be determined at the time of providing necessary connections from the main lines laid along the road servicing the said Plot or as the case may be.
- 1.3 The cost of the development of the said Plot is escalation free, save and except increases, which the Vendee agrees to pay due to increase in external development charges (EDC), or any other statutory dues or levy and/or any other charges which may be levied or imposed by the Government/ statutory/competent authority from time to time after the date of execution of this Coveyance Deed including with retrospective effect.

Although EDC is being paid to HUDA / Government/Nominated Agency, but in case any additional charges are demanded or levied by HUDA / Government/Nominated Agency for activation of water or sewage connection

whether bulk or individual, the same shall become payable individually on pro-rata basis to facilitate timely commissioning of services.

- 1.4 That the property taxes demanded or imposed by the authorities on the said Plot after execution of this Conveyance Deed for the period after the date of execution of this Conveyance Deed, then the Vendee shall be liable to pay and discharge the same.
- 1.5 That the actual physical vacant and peaceful possession of the said Plot after demarcation at site in the presence of the Vendee, has been delivered to the Vendee before the signing and execution of this Deed and the Vendee confirms the taking over of the possession of the said Plot to its complete satisfaction as to the area and location of the said Plot and the laid services including the quality of works.

2. PROMOTER/VENDOR COVENANTS WITH THE VENDEE:

- 2.1 That the Promoter/Vendor has absolute, exclusive, and unequivocal right, full power and authority to convey the said Plot unto the Vendee.
- 2.2 The said Plot is free from all kinds of encumbrances such as sale, gift, mortgage, lease, charge, security, lien, dispute, litigation, acquisition, attachment in a decree of any court, court injunction, etc. and there is no legal impediment or restraint of any nature whatsoever for transfer of the said Plot to the Vendee and should there be any payables and encumbrances, the same shall be the responsibility of the Promoter/Vendor only to settle such outstanding dues.
- 2.3 There is no litigation pending before any Court of law with respect to the land underneath the said Plot.
- 2.4 The Vendee shall be the sole and absolute owner of the said Plot with rights of ownership, possession, and enjoyment and shall be entitled to deal with and dispose of the said Plot as deems fit without any interference, obstructions or hindrance from the Promoter/Vendor or any one claiming under, through or in trust for the Promoter/Vendor.

3. RIGHTS AND OBLIGATIONS OF VENDEE:

- 3.1 The actual physical vacant possession of the said Plot has been handed over by the Promoter/Vendor and the Vendee has taken over the same to its complete satisfaction and henceforth, the Vendee shall be free to use and enjoy the said Plot as per its choice subject to the covenants agreed herein.

- 3.2 That the Vendee shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable.
- 3.3 The Vendee undertakes that the Vendee shall raise construction over the said Plot in accordance with the building plans duly approved by competent authority and the said Plot shall always be used for residential purposes only and shall not use or allow to be used for any purpose other than residential or in a manner that may cause nuisance or annoyance to other plot owners in the vicinity or for immoral purposes. Any change in the specified use, which is not in consonance with the sanctions/approvals or is detrimental to the public interest will be treated as a breach of the condition entitling the Promoter/Vendor/ Association of plot owners to initiate and seek appropriate legal remedy against the Vendee for such violation.
- 3.4 The Vendee undertakes to strictly abide by all norms and conditions of the zoning plan, notifications, rules, by-laws, and/or any other approvals granted by the competent authority in respect of the said Plot/said Project as may be applicable from time to time while carrying out construction. The Vendee agrees that he shall not partition or divide and shall not violate any other norm as may be stipulated in the Zoning Plan such as no. of floors and area to be constructed on the said Plot. The Vendee further agrees not to amalgamate the Plot with any adjoining plot. The Vendee specifically undertakes and agrees that the approval of building plans, occupation etc. shall be at his sole cost and responsibilities and the Promoter/Vendor shall have no responsibility for the same. Further, registration of independent floors shall be allowed in accordance with the Scheme and subject to Applicable Laws;
- 3.5 The Vendee undertakes and agrees that the development and construction on the said Plot shall be carried out strictly in accordance with the Govt. approved zoning and applicable bye-laws.
- 3.6 The Vendee shall not use the open areas/service areas in the said Project in any manner whatsoever and the same shall be reserved for use by the Promoter/Vendor/ Association of plot owners/ Maintenance Agency and its employees for rendering Maintenance Services. The common areas and service areas, if any, as may be located within the said Project has been earmarked and/or as shall be earmarked by the Promoter/Vendor / Association of plot owners to house services including but not limited to electric sub-station, transformers, DG sets room, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps, equipments etc. and other permitted usages as per layout, zoning & services plans.

- 3.7 The Vendee shall have no right, title or interest in any other land, area, plot etc. in the said Project except the said Plot. Further, the Vendee shall have no absolute right in any of the common areas in the said Project except right of the use of the common areas jointly with other Vendees in the said Project subject to payment of applicable maintenance charges. The Vendee shall only have the right to ingress/egress, over and in respect of open spaces, and/or common areas in the said Project, such as parks, play ground etc. The Vendee or any other person(s) claiming through the Vendee shall not be entitled to seek partition of the common areas and services area or any part thereof.
- 3.8 The Vendee shall not create and/or allow/cause creating any obstruction, blockages, elevations, constructions in the common areas and service areas in any manner whatsoever. The Vendee undertakes and agrees not to do any encroachment over the land between road, pavement and the said Plot, not to cause any littering, digging outside the said Plot or on the road, not to let water stagnate in or around the said Plot and to maintain the aesthetics of the said Project. The authorised personnel of Promoter/Vendor/Association of plot owners /maintenance agency will be permitted to check or inspect stagnant water within the said Plot as pre-emptive precaution against mosquito and insect breeding.
- 3.9 The Vendee shall complete construction over the said Plot within a period of 5 (five) years from the date of offer of possession by the Promoter/Vendor to the Vendee, after getting the plan approved from the competent Authority. The Promoter/Vendor may however at its sole discretion, at the written request of the Vendee extend the construction period for another 12 months only upon the Vendee paying late construction charges to the Promoter/Vendor at the rate of Rs._____/ - (Rupees _____ Only) per sq. yards per month of delay. The late construction charges shall be increased if the delay continues beyond the period of 12 months in case any further extensions are granted by the Promoter/Vendor beyond 12 months. The Vendee agrees and understands that the provision for imposition of late construction charges is necessary with a view to develop and habitate the said Project. The aforesaid late construction charges are distinct and separate, to be payable by the Vendee to the Promoter/Vendor and are in addition to any other penalty, charges etc. as may be imposed by any other competent authority and the Vendee further undertakes to keep the Promoter/Vendor harmless and indemnified in this regard.
- 3.10 The Vendee shall further ensure that such construction shall not cause any damage to the adjacent buildings/properties and/or nuisance to other occupants of the said Project.

- 3.11 The Vendee agrees that any common wall built on adjoining plots shall be jointly owned and used equally for support whether vertical or lateral etc. by the respective plot buyers and the area of the said Plot will include half of the area to be covered by such a common wall. All cost and expenditure towards construction of common wall shall be equally borne and incurred by owners of both of adjoining plots.
- 3.12 The Vendee shall have no objection of any kind, whatsoever, to the Promoter/Vendor or any other person developing or continuing with the development of other plots and/or areas adjoining with the said Plot conveyed herein to the Vendee.
- 3.13 The Vendee shall not make and/or allow/cause to make pollution of any kind, including but not limiting to noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Project, save and except at areas/places specifically earmarked for these purposes in the said Project.
- 3.14 The Vendee shall be responsible to obtain a separate electricity connection in respect of the said Plot directly from the Competent Authority / DHBVN etc and pay all the charges for the consumption of electricity at the said Plot. However, it is clarified that Vendee shall not affix any cables/ wires for electricity, satellite television, telephone, internet connection in the open air and shall have to follow the process, guidelines, rules and regulations of the Promoter/Vendor/ Association of plot owners. In respect of independent floors, the electricity connection, sewerage connection, water connection etc., shall be obtained floor wise.
- 3.15 The Vendee shall become member of _____ Owners Association, formed for the purposes of looking after and taking care of maintenance, repair, management and administration of the said Project, if has not become a member thereof prior to the execution of this Deed and shall abide by the bye-laws of the same. The Vendee shall also from time to time be required to pay membership fee/ subscription charges, sign and execute any application, documents in this regard.
- 3.16 The Vendee agrees not to park their vehicle(s) on the pathway or open spaces in the said Project or at any other place except his own plot. Such unauthorized parking is likely to be removed or fined at the discretion of the Promoter/Vendor/ Association of plot owners or its maintenance agency. The

Vendee further undertakes to adhere to the speed limits prescribed by the Promoter/Vendor/ Association of plot owners/concerned authorities.

- 3.17 That all open land(s) / areas other than plots sold, belong and are possessed by the Promoter/Vendor and all the rights including the ownership thereof of such areas/open land(s), buildings, facilities and amenities, other than those specifically earmarked for common use of the occupants/plot owners, shall vest solely with the Promoter/Vendor and the Promoter/Vendor may deal in any manner with such land(s), buildings, facilities and amenities by way of sale, transfer, lease, mortgage, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, association, institution, trust and / or any local body(ies) and at any terms / payment(s) which the Promoter/Vendor may deem fit. As per provisions of the Govt. Policy the Promoter/Vendor may decide to construct row houses/apartments/builder floors or to utilize the saleable plot areas in any manner it may deem fit and the Vendee has understood and agreed that as long as it is within the Govt. policies the Vendee, individually and/or collectively, shall not raise any objection to the same at any subsequent stage. It is specifically made clear to the Vendee that the Promoter/Vendor has not charged any price for the ownership of any amenities/facilities from the Vendee which are specifically earmarked by the Promoter/Vendor for the Promoter/Vendor's ownership and the Promoter/Vendor has not made any commitment to the Vendee to this effect. The Promoter/Vendor may permit the occupants of the said Project to use such amenities and facilities upon payment of subscription charges, entrance fee, security deposit or onetime fee etc. and recurring expenses as may be decided by the Promoter/Vendor.
- 3.18 The said Project shall always be known as "[●]", Sector [●], Dharuhera, District Rewari and the same shall never be changed by the Vendee or anybody else.

4. MAINTENANCE:

- 4.1 In order to provide necessary maintenance services, the Promoter/Vendor / will hand over the maintenance of the said Project to any body-corporate, association etc. (hereinafter referred to as the "Maintenance Agency") as Promoter/Vendor in its sole discretion may deem fit. The maintenance and upkeep of the civic amenities such as public roads, landscaping, water, sewerage, drainage, garbage clearance, horticulture, street lights, pavements, security, etc. of the said Project including landscaping and common lawns, if any, falling within the said Project will be organised by the Promoter/Vendor or its nominated Maintenance Agency till the same are handed over to a local body or any government agency. The

Vendee agrees and consents to the said arrangement. The Vendee agrees and undertakes to pay maintenance charges, if applicable, within the stipulated time period, on proportionate basis, which shall be fixed by the Promoter/Vendor / and/or the Maintenance Agency from time to time depending upon the maintenance costs, supervision and administrative charges. The Vendee shall be liable to pay interest at the rate of 18% per annum for the non-payment of the charges within the time specified, failing which the Vendee shall be disentitled to the enjoyment of common services including electricity water, sanitation etc.

- 4.2 The Vendee agrees and undertakes to execute a separate Maintenance Agreement with the Promoter/Vendor or the Maintenance Agency, as and when called upon by the Promoter/Vendor, if not executed prior to execution of this Deed, with regard to the terms and conditions of maintenance of the said Project. The said maintenance agreement will, inter alia, define the scope of the maintenance and provisions for various services & facilities to be provided in the said Project, charges payable by the Vendee(s) in respect thereof and penalties and conditions of withdrawal, curtailment and discontinuation of the facilities and amenities to be provided by the Promoter/Vendor /Maintenance Agency, for non/delayed payments thereof.
- 4.3 The Vendee hereby agrees and accepts that the provisions of such maintenance services and use and access to the common areas, amenities, facilities and service at the said Project shall at all times be subject to payment of all costs, charges, fees etc. by the whatever name called to the Promoter/Vendor or the Maintenance agency. The rates of maintenance and service charges shall be fixed by the Promoter/Vendor or the Maintenance agency, as the case may be, keeping the prices of commodities, service, wages, official levies, fees, taxes, water and electricity charges etc. at the prevailing rates at that point of time. The rates shall be subject to periodic revision with the increase in the prices.
- 4.4 The Vendee has deposited and agreed to always keep deposited with the Promoter/Vendor /Maintenance Agency an interest free maintenance security Deposit (IFMSD) at the rate of Rs. ____ /- per sq. meter, as prescribed by the Promoter/Vendor. The IFMSD is included and is part of the total consideration paid by the Vendee to the Promoter/Vendor. Subject to Applicable Laws, if the Allottee is required to make payments towards maintenance charges and the Allottee fails to make such payments on or before the due date, the Vendee, in addition to permitting the Promoter/Vendor /Maintenance Agency to deny him the right to civic amenities and the maintenance services, also further authorizes the Promoter/Vendor /Maintenance Agency to adjust in the first instance, the said IFMSD against such defaults in the payment of maintenance bills. The resultant shortfall in the interest free maintenance security shall be made good

by the Vendee within 15 days of demand by the Promoter/Vendor /Maintenance Agency. The Promoter/Vendor /Maintenance Agency also reserves a right to increase the IFMSD from time to time in keeping with the increase in the cost of maintenance services and the Vendee agrees to pay such increases within 15 days of demand by the Promoter/Vendor /Maintenance Agency. It is further agreed by and between the parties hereto that the Promoter/Vendor shall have first charge/lien on the said Plot in respect of any such non-payment of shortfall/increases as the case may be.

- 4.5 The Promoter/Vendor shall have the right to transfer the interest free maintenance security Deposit (IFMSD) to the Maintenance Agency, as Promoter/Vendor may deem fit, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Vendee at any time after execution of this Deed subject to NOC from all the payees and thereupon the Promoter/Vendor shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMSD including but not limited to issues of repayment, refund and/or claims, if any, of the Vendee on account of the same.
- 4.6 The Promoter/Vendor and/or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Plot and/or building constructed thereon for carrying out any repairs, alterations, cleanings etc., or for any other purpose in connection with the obligations and rights under this conveyance including for disconnections of electricity, water, sewerage etc. and/or for repairing/changing wires, gutters, pipes, drains, part structures etc. The Vendee agrees to give notice of the provisions of this clause to his tenants, if any.
- 4.7 The common areas and facilities shall remain under the control of the Promoter/Vendor whose responsibility will be to maintain and upkeep the commons areas and provide amenities until the same are transferred/assigned to the Association of plot owners or local body/municipal authority, as the case may be.
- 4.8 The electricity and water charges and other utility charges shall be charged as per prescribed rates from each plot/independent floor separately.

5. MORTGAGE:

- 5.1 That in case the Vendee has availed loan facility for the purpose of the said Plot, the Vendee agrees and consents that after the execution and registration of this Deed, the original Conveyance Deed shall be received by the Promoter/Vendor

on behalf of the Vendee from the registration office directly and shall deposit the same against receipt, with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules and Regulations.

6. TRANSFER OF THE SAID PLOT:

- 6.1 The Vendee assures that whenever the title of the Vendee in the said Plot is transferred in any manner whatsoever, such subsequent transferee shall be bound by all the covenants and conditions contained in this Deed and said Agreement for Sale and the subsequent transferee shall be bound & answerable in all respects thereof in so far as the same may be applicable to, affect and relate to the said Plot.
- 6.2 That whenever the title of the said Plot is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall be liable to obtain a no dues letter from Promoter/Vendor or the Maintenance Agency, as the case may be, that no maintenance charges are due and payable, prior to the execution and registration of transfer deed. It will be the responsibility of the transferor to pay the outstanding maintenance charges payable to the Promoter/Vendor or the Maintenance Agency, as the case may be, before affecting the transfer of the said Plot, failing which the transferee shall have to pay such outstanding dues before occupying the said Plot.
- 6.3 That within 30 days of the transfer, the transferor and/or the transferee shall give notice of such transfer in writing, failing which the transferor alone shall have to pay all outstanding dues continuously.
- 6.4 In the event of death of the Vendee, the person(s) on whom the rights of the deceased devolve shall, within three months of devolution, give notice of such devolution to the Promoter/Vendor and get the necessary entries made/done in the records of the Promoter/Vendor on payment of prescribed fee therefore, after providing certified copies of the documents evidencing the transfer or devolution. The person, on whom the rights of the deceased devolve, shall be liable for payment of outstanding maintenance charges and other amounts due to the Promoter/Vendor and/or the Maintenance Agency and or any other Government authority/agency.
- 6.5 The terms and conditions contained herein shall be binding on the occupier of the said Plot and default of the said occupier shall be treated as that of the Vendee and the Vendee, and the occupier, shall always remain, jointly and severally, liable for the same.

7. GOVERNMENT TAXES, RATES, CHARGES, DUTIES AND USER CHARGES FOR FACILITIES:

- 7.1 The Vendee hereby undertakes to pay directly to the Local Government/ Central Govt. / Local Authority or the existing or to exist in future all rates, taxes, charges and assessments of every description including property tax, cess etc. which are now or may at any time hereafter be assessed charged or imposed upon the said Plot and building constructed thereon, from time to time and at all time from the date of allotment of the said Plot by the Promoter/Vendor.
- 7.2 The Vendee specifically agrees to pay directly or if paid by the Promoter/Vendor then reimburse to the Promoter/Vendor on demand any govt. levies, property taxes, other Charges etc. including cess leviable in future on the said Land and/or Project developed/ Constructed on the said Land or the said Plot, as the case may be, as assessable/ applicable in respect of the said Plot to the Vendee and the same shall be borne and paid by the Vendee in proportion to the area of the said Plot to the area of all of the plots in the said Project as determined by the Promoter/Vendor.
- 7.3 That the Vendee hereby agrees to pay the following charges on demand to the Promoter/Vendor:
- 7.3.1 That the other charges such as individual Electricity Connection Charges including deposit and meter charges, individual water Connection charges from the main supply line, individual sewerage Connection charges from the said Plot to the main sewerage line and storm water connection charges from the said Plot to the main line and malba charges etc. shall be borne by the Vendee.
- 7.3.2 If any provision of the existing and future Laws, guideline, directions etc. of any Government or the Competent Authorities made applicable to the said Plot/said Project requiring the Promoter/Vendor to provide extra pollution control devices, effluent treatment plant etc. in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Vendee in proportion to the area of said Plot to the total area of all the plots in the said Project, as and when demanded by the Promoter/Vendor.
8. The Promoter/Vendor has made over and delivered actual, vacant and physical peaceful possession of the said plot hereby conveyed by the Promoter/Vendor to the Vendee at the spot who has become the absolute owner in possession of the

same absolutely and forever, and shall hereafter be entitled to have and to hold and enjoy the said plot with all right and appurtenances, title, liberties, interest, benefits, ways, passages, advantages, easements and privileges, whatsoever attached thereto, to enjoy, use and reap the fruits thereof without any hindrances, claims or demands whatsoever from the Promoter/Vendor, its heirs, legal representatives or any other person claiming under or through the Promoter/Vendor.

9. That the Promoter/Vendor alone shall be entitled to obtain the refund of various securities deposited by it during development of the said Project with various Government/Local authorities for electric, water and Sewer Connection etc.
10. That the Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the said Agreement for Sale and shall survive this conveyance within the meaning of section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the said Agreement shall be deemed to be incorporated in this Deed by this reference and as such form part of this Deed.
11. That the address given here in this Deed shall be deemed to be the registered address of the Vendee(s), until the same is changed in the record of the Promoter/Vendor by way of written request of the Vendee(s). It shall be the responsibility of the Vendee(s) to inform the Promoter/Vendor by Registered Post AD/Speed Post about all subsequent changes, if any, in his/her/their address along with copies of address proof. In case of joint Vendees, all communication shall be sent by the Promoter/Vendor to the Vendee whose name appears first and at his/her address given here in this. It shall for all purpose be considered as served on all the Vendee(s) and no separate communication shall be necessary to the other named Vendee(s). All letters, receipts, and/or notices issued by the Promoter/Vendor or its nominee and dispatched under Registered Post/Speed Post/ any Courier Service to the last known address of the Vendee shall be sufficient proof of receipt of the same by the Vendee and which shall fully and effectually discharge the Promoter/Vendor.
12. That all taxes, levies, cess, charges or assessments or any other claim/demand by whatever named called, whether levied or leviable in future, in respect of the said Plot, by any Government Authority (ies) or department or agency shall be borne and paid by the Vendee on pro-rata basis or to be reimbursed to the Promoter/Vendor in the event the same is discharged by the Promoter/Vendor as determined by the concerned authorities/ Promoter/Vendor from the date of execution of this Deed.

- 13.** That the Vendee has borne and paid all expenses for the execution and registration of this Deed including cost of stamp duty, registration and other incidental charges. This Conveyance Deed in respect of the transaction involved herein, is valued for Rs. _____ (Rupees Only)
_____ for the purpose of stamp duty in terms of the Indian Stamp Act, 1899 and accordingly the stamp duty is being paid thereon. Any deficiency in the stamp duty as may be determined by the Sub-Registrar and/or Concerned Authority along with consequent penalties/ deficiencies as may be levied in respect of the said Plot conveyed by this Deed shall be borne by the Vendee(s) exclusively and the Promoter/Vendor accept no responsibility in this regard.
- 14.** That for all intents and purposes and for the purpose of the interpretation of the terms and conditions set out in this Deed, singular includes plural and masculine includes the feminine gender, so far as the context may admit.

SCHEDULE OF THE SAID PLOT

All that piece and parcel of residential plot known as Plot No. _____, measuring _____ square yards (_____ square meters), situated in _____, Village Malpura, Sector 7, Dharuhera, District Rewari, Haryana, and is bounded as under & the layout plan enclosed herewith:

Direction	Side Measuring (in Mts.)	Bounded by
East		
West		
North		
South		

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this Deed on the day, month and year first above written.

VENDEE

(Authorized Signatory)
For & on behalf of PROMOTER/VENDOR

WITNESS NO.1

WITNESS NO.2