

## CONVEYANCE DEED

Flat No.: \_\_\_\_\_ [\_\_\_\_\_]   
 Floor No.: \_\_\_\_\_ [\_\_\_\_\_]   
 Tower No.: \_\_\_\_\_ [\_\_\_\_\_]   
 Project: \_\_\_\_\_ [\_\_\_\_\_]   
 Type of Property: Residential   
 Carpet Area: \_\_\_\_\_ [\_\_\_\_\_] Sq.ft. (\_\_\_\_\_sq.mtrs)   
 DEED

THIS CONVEYANCE DEED (hereinafter also referred to as the “Deed”) is executed on this \_\_\_\_\_ Day of \_\_\_\_\_ 202\_\_

## BY AND BETWEEN

M/s Silver-X Projects India Pvt Ltd., a company incorporated under the laws of India, having (CIN No. **U70109HR2013PTC049483**), and having its registered office at 707, 7th Floor, JMD Pacific Square, Sector 15, Part II, Gurugram – 122001, Haryana and also having its **PAN - AATCS2571E** (hereinafter referred to as the “Company” or the “Vendor”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) acting through its authorized signatory (whose details have been mentioned in the signature panel towards the end of this Deed), who has been duly empowered to execute this Deed, of the FIRST PART:

## AND

1. Mr./Mrs. \_\_\_\_\_ (PAN No. \_\_\_\_\_; Aadhar No. \_\_\_\_\_)  
 Son/Daughter/Wife of Shri.....  
 Resident of .....

2. \* Mr./Mrs. \_\_\_\_\_ (PAN No. \_\_\_\_\_; Aadhar No. \_\_\_\_\_)  
 Son/Daughter/Wife of Shri.....  
 Resident of .....  
 (\*To be filled up in case of joint vendees/buyers)

(Hereinafter singly/jointly referred to as the “Vendee”, which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to include his/her/their respective legal heirs, executors, successors and permitted assigns) of the SECOND PART.

Hereinafter, the ‘Company’/ ‘Vendor’ and the ‘Vendee’ are collectively referred to as the “Parties” and individually as a “Party”, as the context demands.

- A.** WHEREAS, Silver-X Projects India Pvt Ltd. is the collaborator of land admeasuring 4.15 acre or thereabout, located in the revenue estate of Nurangpur, Sector 79-B, District Gurugram, Haryana, as described in **Schedule I** hereunder (hereinafter referred to as the “Project Land”);
- B.** AND WHEREAS, the Company had acquired the said Project Land and obtained license no. 159 of 2022 dated 03.10.2022 (on 4.15 acres of the Project Land to develop the project generally called as, ‘**Rajvik Greens**), from the Director, Town & Country Planning, Haryana, Chandigarh for the development of an affordable housing project on the Project Land (hereinafter together referred to as the “Project”) under the Affordable Housing Policy 2013, issued by the Government of Haryana, *vide* Town and Country Planning Department’s Notification dated 19 August 2013 (including all subsequent amendment thereto) (hereinafter referred to as the “Affordable Housing Policy”);

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X

- C. **AND WHEREAS** the Company has got the building plans for Central Avenue approved *vide* memo no. **ZP-**  
\_\_\_\_\_, dated \_\_\_\_\_ to be developed on the Project Land, from the office of Director, Town &  
Country Planning Department, Haryana (hereinafter "**DTCP**"). The Company has also got the environment clearance  
from State Environment Appraisal Committee *vide* memo no. \_\_\_\_\_ dated \_\_\_\_\_, pertaining to  
Central Avenue;
- D. **ANDWHEREAS**, the Company has registered the Project with Haryana Real Estate Regulatory Authority ("**RERA  
Authority**") under the provisions of the Real Estate (Regulation and Development) Act, 2016 as applicable to the  
State of Haryana (the "**RERA Act**"), wherein the RERA Registration No. \_\_\_\_\_ of 2022 dated \_\_\_\_\_;
- E. **AND WHEREAS**, in furtherance of the Affordable Housing Policy and the applicable laws, rules, regulations, bye-  
laws or orders made pursuant thereto, the Company invited applications for allotment of apartments in the Project;
- F. **AND WHEREAS**, the Vendee applied to the Company *vide* Application No. \_\_\_\_\_, dated \_\_\_\_\_  
(hereinafter referred to as the "**Application**"), agreeing to the terms and conditions set out therein for the  
allotment of a residential apartment (now) admeasuring \_\_\_\_\_ sq.ft. (carpet area) bearing No. \_\_\_\_\_  
located on \_\_\_\_\_ floor in tower/building no. \_\_\_\_\_ (hereinafter referred to as the "**Apartment**") in the  
Project, as well as for the allotment of one two-wheeler parking site, admeasuring approximately 0.8m x 2.5m  
earmarked and to be allotted with the Apartment, after fully understanding all the terms and conditions thereof.  
The floor plan of the said Apartment has been provided under **Annexure I** hereof;
- G. **AND WHEREAS**, the Company also obtained, from the concerned authority, the Occupation Certificate *vide*  
Memo No. \_\_\_\_\_, dated \_\_\_\_\_, in relation to the tower/building in which the Apartment is  
situated and further pursuant to the provisions of the Affordable Housing Policy, became entitled to allot the  
Apartment and offer its possession to the Vendee;
- H. **AND WHEREAS**, subject to fulfillment of the terms and conditions mentioned in the Application and the  
Affordable Housing Policy and any applicable laws, rules, regulations, bye-laws or orders made pursuant thereto  
or otherwise applicable, the Company allotted the Apartment, bearing no \_\_\_\_\_ on floor \_\_\_\_\_ of the  
tower/building bearing No. \_\_\_\_\_ (hereinafter the said "**Building**") in the said Project and now having a  
Carpet Area of ( \_\_\_\_\_ sq.ft.), as well as allotted one two-wheeler parking site, admeasuring approximately  
0.8m x 2.5m, to be earmarked and handed over by the Company at the time of handing over possession of the  
said Apartment, to the Vendee, in accordance with the provisions of the Affordable Housing Policy;
- I. **AND WHEREAS**, the Parties thereafter entered into an Apartment Buyer's Agreement, dated [ \_\_\_\_\_ ]  
(the "**ABA**"), whereunder, the Company agreed to sell and the Vendee agreed to purchase the Apartment, for  
agreed consideration, in accordance with and subject to the terms and conditions mentioned in the ABA;
- J. **AND WHEREAS**, the Vendee has thoroughly inspected all the relevant deeds, documents, approvals, licenses  
and authorizations in relation to the Company, the Project Land and the Project including specifically the  
ownership records and documents relating to the title of the aforesaid Project Land, the sanctioned building plans,  
the permits/licenses/consents for construction of the said Project and the legal rights and authorizations of the  
Company in this regard and has satisfied himself / herself of all the facts as stated herein or otherwise as may be  
relevant in relation to the said Project as well as for the purposes of this Deed;
- K. **AND WHEREAS**, the Vendee has thoroughly inspected the Project and the Apartment physically, has measured  
and confirmed the carpet area, size, dimension etc., of the Apartment and having fully satisfied himself / herself  
with the workmanship, construction and design thereof and any other physical characteristics of the Apartment  
such as bath fittings, sanitary fittings, electrical fitting, other specifications as well as the facilities/amenities to be  
made available to the Vendee under the Project in terms of the ABA, is now desirous of getting this Deed  
executed and registered in his/her favor on payment of full and final sale consideration to the Vendor;
- L. **AND WHEREAS**, the Vendee has full knowledge of the fact that the allotment and purchase of the Apartment is  
subject to various eligibility criteria and restrictive covenants prescribed under the Affordable Housing Policy. The  
Vendee represents and warrants that he/she fully meets all the eligibility criteria and undertakes to continue to  
abide by all the terms and conditions of the Affordable Housing Policy and any other applicable laws, rules,  
regulations, bye-laws or orders made pursuant thereto or otherwise applicable;

- M.** Now, therefore, in consideration of the payments and other terms, representations and warranties as contained in this Deed, the Parties are desirous of effecting absolute transfer of the entire rights, title and interest in the Apartment (including the exclusive right to use the duly allotted two-wheeler parking site in the Project) by the Vendor in favor of the Vendee, by way of sale, in accordance with the terms hereof;

**NOW THEREFORE IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions:**

In this Deed, unless repugnant or contrary to the context hereof, the following terms, where capitalized, shall have the meanings assigned herein when used in this Deed.

**‘Act’** means the Haryana Apartment Ownership Act, 1983 and shall include any other rule, regulation or bye-laws made there under and any amendment or modification thereof.

**‘Carpet Area’** means the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under service shaft, exclusive balcony or verandah area and exclusive open terrace area (if any) but includes the area covered by the internal partition walls of the Apartment.

**‘Common Areas & Facilities’**, unless otherwise provided in the declaration, including exclusions for the purposes of ‘limited common area and facilities’ (filed by the Company in this regard, as per the provisions of The Haryana Apartment Ownership Act, 1983) or lawful amendments thereto, means:

- a. the Project Land;
- b. the staircases, lifts and lift lobbies, fire escapes and common entrances and exits of the buildings;
- c. the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- d. the premises for the lodging of the persons employed for the management of the property including accommodation for watch and ward staff or for lodging of community service personnel;
- e. installation of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, systems for water conservation and renewable energy;
- f. the water tanks, sumps, motors, fans, compressor, ducts and all apparatus connected with installations for common use;
- g. all community facilities as provided in the Project;
- h. all other portions of the Project necessary or convenient for its maintenance, safety, etc., and in common use

**‘Residual Development Right’** shall mean the inexhaustible residual right of the Company to undertake additional construction development on the Project Land, if or as and when permissible, or to so extend the Project as to include construction development on any adjacent parcel of land and merge it within the Project so as to make such additional construction development a part of this Project or *vice versa*.

**1.2 Interpretation**

Unless the context otherwise requires in this Deed:

- (a) The use of words importing the singular shall include plural and masculine shall include feminine gender and *vice versa*;
- (b) Reference to any law shall include such law as from time to time be enacted, amended, supplemented or re-enacted;
- (c) Reference to the words “include” or “including” shall be construed without limitation;
- (d) Reference to this Deed, or any other agreement, deed or other instrument or document shall be construed as reference to this Deed or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated;
- (e) Index and the headings of clauses/paragraphs are for convenience only and shall not affect the interpretation of this Deed;

- (f) any word or phrase defined in the body (including the recital) of this Deed as opposed to being defined in Clause 1.1 above shall have the meaning assigned to it in such definition throughout this Deed, unless the contrary is expressly stated or the contrary clearly appears from the context;
- (g) Words and abbreviations, used but not defined, which have well known technical or trade / commercial meanings are used in this Deed in accordance with such meanings;
- (h) All schedules, appendices, annexures, attachments, supplements to this Deed shall constitute an integral part of this Deed.

## 2. SALE, SALE CONSIDERATION AND CERTAIN OTHER PROVISIONS

**2.1** In accordance with and subject to the terms and conditions set out in this Deed, in consideration of a sum of Rs. [\_\_\_\_\_]/- (Rupees [\_\_\_\_\_] Only) (hereinafter referred to as the '**Sale Consideration**' – being the amount payable by the Vendee, for the purchase of the Apartment, in accordance with the terms of the ABA) paid to the Vendor by the Vendee, subject to deduction of tax at source, the receipt of which the Vendor hereby acknowledges, the Vendor doth hereby sells, conveys and transfers all his rights, titles and interests (along with all easements, privileges, appurtenances attached thereto) absolutely in the Apartment (including the exclusive right to use the duly allotted two-wheeler parking site in the Project), in favour of the Vendee, free from all encumbrances. The ownership and entitlement of the Vendee in the Apartment and with respect to the Project shall be such as is further described in Clause [3] of this Deed. The Vendee acknowledges and declares that the Vendor has handed over the, actual, peaceful, vacant, physical and legal possession of the Property to the Vendee to the complete satisfaction of the Vendee.

**2.2** The amount of the Sale Consideration is inclusive of the External Development Charges (hereinafter referred to as the '**EDC**'), as presently specified by the DTCP. In the event an enhanced rate of EDC is made applicable in the future, leading to an obligation on the Company to make additional payments to DTCP/state government on this account, in relation to the Project or any part thereof, the Company shall be entitled to require the Vendee and the Vendee shall be obligated to make payment of the amount of such enhanced EDC to the Company, on a pro-rata basis, in addition to the aforesaid Sale Consideration.

**2.3** In the event the Vendee is a Non-Resident Indian (NRI) or a Person of Indian Origin (PIO) or a person not resident in India (within the scope of Indian foreign exchange regulations) the Vendee represents and warrants to the Company that he/she has complied with all the applicable laws, regulations and formalities and obtained all necessary approvals as may be required under applicable law (including as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc.) in relation to execution and registration of this Deed and consummation of the transaction hereunder. The Vendee shall be obliged to provide the Company with all such information, documents and proofs as the Company may require in this regard. The Vendee agrees that in the event of any failure on his part to comply with the applicable law, the Vendee alone shall be liable and shall keep the Company, its directors, shareholders, employees and affiliates fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of the Vendee and such third party shall not be entitled to claim any benefit or entitlement against the Company or in the Project and the Vendee shall keep the Company and its directors, shareholders, employees and affiliates indemnified and harmless in this regard.

### **2.4 FIRE SAFETY, ELECTRIFICATION, PLUMBING AND VARIOUS OTHER MEASURES AND PAYMENTS THEREFOR**

The charges for providing external electrification and electric wiring in the said Apartment (as per prevailing norms and authorization), firefighting measures/equipment in the Common Areas (as prescribed in the existing firefighting code/regulations), water line and plumbing and finishing inside the said Apartment as per the specifications mentioned in **Annexure II**, have been assimilated in the Sale Consideration, as mentioned above. If, however, due to any subsequent legislation(s)/ regulation/ order/ directive/ guidelines/ norms, or if deemed necessary by the Company (pursuant to any alteration in the plans or design of the said Project and/or the said Building or otherwise) or if so demanded by the occupants of the Project, any further or enhanced electrification, fire safety, plumbing, water storage or harvesting, drainage, waste disposal measures are to be undertaken or any

additional infrastructure or facility in the Project, which is presently not contemplated to be a part of it, is required to be provided, or in case there is any increase in the charges for providing or complying with the requirements of any of the above facilities/amenities/infrastructure, proportionate additional cost in respect thereof, as may be determined by the Company, shall also be payable by the Vendee, as and when demanded by the Company.

## **2.5 PAYMENT OF TAXES ON LAND, WEALTH-TAX, CESS BY VENDEE**

The Vendee agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes on buildings or other worker construction fund fees or levies of all kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the said Project/ said Building/ said Apartment and/or the Project Land, as the case may be, as assessable or applicable from the date of the Vendee's Application and the same shall be paid on *pro rata* basis and the determination of proportionate share by the Company and demand thereof shall be final and binding on the Vendee. However, as and when the said Apartment is assessed separately, the Vendee shall pay directly to the competent authority.

- 2.6** Where any amount is required to be paid by the Vendee, under the terms of this Deed, on a *pro-rata* basis, the computation of such amount by the Company shall be final and binding.

## **3. ENTITLEMENT OF THE VENDEE IN RELATION TO THE PROPERTY**

- 3.1** Subject to the terms and conditions of this Deed including specifically Clause 3.3 of this Deed and subject to the Company's Residual Development Right, upon execution of this Deed, the Vendee shall have the following rights with regard to the said Apartment and/or the Project and other rights and facilities attached thereto:

- i) Ownership of the said Apartment;
- ii) Exclusive right to use the parking space as specifically allotted with the said Apartment. The Vendee hereby acknowledges that the said Apartment along with parking space will be treated as a single indivisible unit for all purposes including the Act and, as such, cannot be transferred or dealt with separately. It has been made clear to the Vendee that the parking space so allotted is for the exclusive use of the Vendee, subject to such rules and norms as may be specified by the Company or any maintenance agency in this regard. The Vendee agrees that the Vendee shall not have any claim, right or interest whatsoever in respect of any other parking space(s) save and except the parking space so allotted to him/her. The Company shall have sole right to deal with or dispose of other parking spaces in the said Project in the manner in which the Company deems fit; and
- iii) Undivided and impartible *pro-rata* interest in and the right to use the Common Areas and Facilities. Since the interest of the Vendee in the Common Areas and Facilities is undivided and cannot be separated, subject to timely payment of any applicable charges, including applicable maintenance charges and subject to such rules/norms as may be put in place for use of Common Areas and Facilities, the Vendee shall use the Common Areas and Facilities harmoniously along with other apartment owners/occupants, maintenance staff etc., without causing any inconvenience or hindrance/annoyance to any of them.

- 3.2** The Vendee agrees that the Company has calculated the Sale Consideration payable by the Vendee for the said Apartment on the basis of its Carpet Area. The Vendee further agrees and undertakes that he/she/it has understood and agrees to the formulation of the Carpet Area and its calculation for the purposes of the said Apartment or otherwise in relation to this Deed and shall not question the same at any time. The Vendee shall have no rights, title or interest in relation to the Project or any part thereof except as mentioned in Clause 3.1 above and the Vendee confirms and represents that the Company has not indicated/promised/represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Vendee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities except for those as mentioned in Clause 3.1 above.

- 3.3** It is made clear by the Company and agreed to by the Vendee that except for the specific rights, title and interest enumerated in Clause 3.1 above, all rights, title and interest in or relating to the Project including the ownership of land(s), structures, facilities and amenities shall vest solely with the Company and the Company shall have the

sole and absolute authority to deal in any manner with such land(s), structures, facilities and amenities including but not limited to creation of further rights in favor of any other person by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, quasi-government or any other authority or person as the Company may deem fit in its sole discretion. This undertaking shall survive throughout the occupancy of the said Apartment by the Vendee and/or his/her/its legal heirs, representatives, successors, administrators, executors, assigns etc.

#### **4. MANNER OF USE OF THE SAID APARTMENT**

That from the date of handing over of the possession of the said Apartment, the Vendee shall serve and perform the following covenants and conditions:

- i) The Company or the maintenance agency so appointed by the Company and their agents shall be permitted at all reasonable hours, to enter the said Apartment for the purpose of inspection/ maintenance; and
- ii) Vendee shall use the said Apartment for residential purpose only and shall not carry on or permit to be carried on in the said Apartment or in any part thereof any activities which shall be or are likely to be unlawful, obnoxious or of nuisance, annoyance or disturbance to other occupants of the said Project or store any goods of hazardous or combustible nature or which are heavy so as to affect the construction or the structure of the said Apartment and/or the said Building or any part thereof or in any matter interfere in the use or enjoyment of the Common Areas and Facilities.

#### **5. RIGHT OF THE COMPANY TO MAKE ADDITIONAL FLOORS/CONSTRUCTIONS IN/ON THE BUILDING/ PROJECT**

The Vendee agrees and acknowledges that, notwithstanding anything to the contrary contained in this Deed, the Company shall, at all times be vested with the Residual Development Rights and in furtherance thereof shall have the right to make additions to or put up additional structures in the said Project as may be permitted by the competent authorities or as may be constructed in pursuance of additional FAR, if any, and such additional structures may result in change in the Vendee's proportionate interest in the Common Areas and Facilities within the said Project. Such additional structures shall be the sole property of the Company and the Company shall be entitled to deal with it in its sole discretion without any interference on the part of the Vendee. The Vendee agrees that the Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures with the existing electric, water, sanitary and drainage sources of the said Project. The Vendee further agrees and undertakes that the Vendee shall, after taking possession of the said Apartment or at any time thereafter have no right to object to the Company constructing or continuing with the construction of the other building(s)/ blocks outside/ adjacent to or inside the said Project or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded, on the ground that the infrastructure required for the said Project is not yet complete. Any violation of this condition shall entitle the Company to seek necessary remedies including injunctions and/or damages, as available in law.

#### **6. ALTERATIONS OF UNSOLD UNITS**

The Company shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment/unit within the said Project and the Vendee shall have no right to raise objections to or make any claims on this account.

#### **7. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT**

The Vendee shall be solely responsible to maintain the said Apartment at the Vendee's cost, in a state of good repair and condition and shall not do or suffer to be done anything in or to the said Apartment or change or alter or make such additions to the said Apartment, which may be in violation of any laws or rules of any authority or against the terms of any maintenance agreement or this Deed and shall keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said Apartment is not in any way damaged or jeopardized. The Vendee shall also not change the color scheme of the outer walls or painting of the exterior side of the walls, doors and windows etc. or carry out any change in the exterior elevation or design.

The Vendee shall, at all times, comply with and carry out all requirements, requisitions, usages, demands and repairs as may be and as are required to be complied with by any authority, in respect of the Apartment, from time to time at his own costs and expenses. The Vendee shall keep the Company indemnified, secure and harmless against all costs, consequences and damages arising on account of non-compliance with the said requirements, requisitions, demands and repairs and in case a consolidated demand is made for the land and /or building as a whole, the same shall be payable and be paid by all the owners of the flats / units in a building in proportion to the Carpet Area of their respective apartments.

#### **8. APPLICABILITY OF HARYANA APARTMENT OWNERSHIP ACT**

The said Apartment as well as the said Project may be subject to the provisions of the Haryana Apartment Ownership Act, 1983 or any other statutory enactment or modifications thereof. The Vendee undertakes and agrees to comply with the provisions of the aforesaid Act so far as it becomes applicable to the Company and/or the said Project.

#### **9. APPLICABILITY OF THE AFFORDABLE HOUSING POLICY**

The said Apartment as well as the said Project shall be subject to the provisions of Affordable Housing Policy 2013, issued by the Government of Haryana, *vide* Town and Country Planning Department's Notification dated 19 August 2013, as replaced/amended from time to time. The Vendee undertakes and agrees to comply with the provisions of the aforesaid Affordable Housing Policy and undertakes to abide by the applicable provisions of the said policy and any applicable laws, rules, regulations, bye-laws or orders made pursuant thereto or otherwise applicable.

#### **10. REPRESENTATIONS AND WARRANTIES**

##### **10.1 Each Party represents and warrants to the other Party that:**

- (a) it has full power and authority to enter into, execute and deliver this Deed and to perform the transactions contemplated hereunder, and such Party (if not a natural person) is duly incorporated, organised and validly existing under the laws of its organisation;
- (b) pursuant to the execution and delivery of this Deed, this Deed constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (c) the execution, delivery and performance of this Deed by it and the consummation of the transactions contemplated hereunder shall not: (i) conflict with or result in (including with notice or lapse of time or both) any breach or violation of any of the terms and conditions of any instrument, contract or other arrangement to which such Party is a party or by which such Party is bound; and/or (ii) violate any law binding upon such Party; and
- (d) (i) before executing this Deed, it has fully informed itself of the terms, contents, conditions and effects of this Deed; (ii) it has relied solely and completely upon its own judgment in executing this Deed; (iii) it has had the opportunity to seek and has obtained the advice of its own legal, tax and other advisors before executing this Deed; (iv) it has acted voluntarily and of its own free will in executing this Deed; and (v) it is not acting under duress, whether economic or physical, in executing this Deed;

##### **10.2 The Company further represents and warrants to the Vendee that:**

- (a) The Company has clear and marketable title with respect to the said Project Land, the requisite rights to carry out development upon the said Project Land and physical and legal possession of the said Project Land for the Project;
- (b) The Company has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

- (c) There are no encumbrances on or third party rights in the Apartment.

## **11. EXECUTION AND REGISTRATION OF THIS DEED**

- 11.1 Upon execution, the Parties shall present this Deed for registration at the office of the jurisdictional sub-registrar. Any and all costs and expenses in relation to execution and registration of the sale/conveyance deed, e.g., stamp duty, registration fee, municipal duties (if any) and other incidental and legal expenses relating thereto shall be borne solely by the Vendee.
- 11.2 The Vendee shall comply with all legal requirements for purchase of immovable property, wherever applicable, and sign all applications, forms, affidavits, undertakings etc., as may be required for the said purpose. Further, subject to the terms and conditions mentioned herein and the Affordable Housing Policy, any other persons to whom the Apartment is later sold, let, transferred, assigned or given possession of shall from time to time, sign all applications, papers, documents and do all acts, deeds and things as the Company may require for safe-guarding the interest of the Company and/or of the said Project and/or of other Vendees and occupants in the said Project and the Vendee shall be responsible to procure such compliance by such other person.

## **12. MAINTENANCE AGREEMENT, MAINTENANCE SERVICES AND THE OBLIGATIONS OF PARTIES IN RELATION TO MAINTENANCE SERVICES**

- 12.1 For a period of five years from the date of grant of occupation certificate in relation to the concerned part of the Project or such lesser period as gets specified in any amendment or modification to the Affordable Housing Policy or other applicable law, the maintenance services in relation to the Common Area and Facilities of the Project shall be provided by the Company (either directly or through any other agency) free of cost as further elaborated herein. It is agreed and understood by the Vendee that free maintenance services shall encompass rendering of services by the Company (or its agency) without charging any fee for its services in relation to maintenance and upkeep of common areas and facilities of the project in the nature of maintenance and repair of common building structures, common children play equipment, boundary walls, common drainage systems, common plumbing system, common area lightings, common driveways, common pathways, common courtyards, common parking, common terrace areas and staircases, common signage, earthing pit, fire hydrant cabin, fire/electrical/LV shafts, aviation lights etc. However, the Vendee understands and agrees that provision for certain other services and facilities which are not inherent in 'common area maintenance and upkeep' and/or which involve employing additional large work force and/or incurring capital/ operational/ maintenance/ man-power expenditure cannot be made possible on a no-cost/no-fee basis and as such, on the basis of reimbursement of cost plus reasonable fee, the Company (either itself or through another agency/entity) shall provide such additional common maintenance and upkeep services including provision for adequate security services for the premises, setting-up and operating power back up facilities, horticulture facilities, garbage disposal & waste management/ sewage treatment, repairs and/or replacement of tools/ equipment/ utilities for common use, cost of providing skilled manpower towards provision of certain services like electrical and mechanical equipment, pest control, office management etc., payment of statutory fee/levies/impositions etc., for obtaining and maintaining various NOCs, approvals, AMCs etc. in relation to various facilities and equipment; payment for utilities like common area electricity consumption, water supply etc. Accordingly, the Vendee agrees that he/she shall, upon being so required by the Company, enter into a maintenance agreement to this effect (a draft of which has been showed and explained to and agreed to by the Vendee) and pay such deposits and other charges as may be required thereunder. It is hereby expressly clarified that the maintenance, upkeep, safety and security (including taking necessary insurance cover in this regard) of the Apartment (including the parking attached thereto) and all equipment, facilities, utilities, products, items, assets and things attached thereto or placed therein is the sole responsibility of the Vendee and the Vendee shall be obligated to ensure such maintenance, upkeep, safety and security.

After the aforesaid period of five years (or less, if permissible) the Project shall be transferred to the 'association of apartment owners', constituted under the Haryana Apartment Ownership Act, 1983, which shall thereafter overtake the providing of the maintenance services to the Project and thereafter the Company shall have no further obligation to provide any maintenance services in the Project. Provided, however, if the association of apartment owners so resolves, the Company may, either directly or through another agency, continue to provide the maintenance services to the Project, on a cost plus fee basis.



- 12.2** The Vendee undertakes that he/she shall become a member of the Association that shall be formed under the provisions of Haryana Apartment Ownership Act, 1983 and shall undertake all necessary steps and do all such acts and deeds including executing necessary documents, declarations, undertakings, deeds, etc., as and when required by the Company to do so. The Vendee also undertakes to duly sign the Deed of Declaration (and all subsequent amendments/modifications thereof) in relation to the Project or any part thereof, as may be demanded by the Company from time to time.
- 12.3** The GST/Service Tax on maintenance charges will be separately and proportionately borne by the Vendee.
- 12.4** The Vendee or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or the maintenance agency.
- 12.5** That the Vendee undertakes, assures and guarantees that he/she/it would not put any sign board/ name plate, neon light, publicity material or advertisement material etc. on the face/ façade of the said Building or anywhere on the exterior of the said Building or in the common areas.
- 12.6** That it is expressly understood that the internal security of the said Apartment and materials kept therein and their safety are the sole responsibility of the Vendee.

### **13. SUBSEQUENT TRANSFER OF THE APARTMENT**

#### **13.1 TERMS AND CONDITIONS BINDING ON TRANSFEREE/ASSIGNEE**

It is clearly understood and agreed by the Vendee that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment(s) and/or the said Project or otherwise owed to the Company or any maintenance agency shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees/nominees of the said Apartment(s), as the said obligations go along with the said Apartment(s) for all intents and purposes. Subject to the provisions of the Affordable Housing Policy, in the event of subsequent sale or transfer or assignment of the Apartment by the Vendee, the Vendee and the subsequent transferee/assignee shall execute such deed, documents, affidavits, declaration and/or undertakings as may be required by the Company in this regard

#### **14. JOINT AND SEVERAL LIABILITY OF CO-VENDEES**

In the event the allotment/sale/transfer of the said Apartment has been done in favour of more than one person (both of which have been collectively referred to herein as the "Vendee"), then each such Vendee shall be jointly and severally liable for all of the Vendee's obligations hereunder.

#### **15. DEFECT LIABILITY**

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

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

#### **16. RIGHT OF THE COMPANY TO TRANSFER THE OWNERSHIP OF THE PROJECT**

Subject to applicable law, the Company reserves the right to transfer the ownership of the said Project in whole or in parts, and at any time to any other person (whether incorporated or not) including to a partnership firm, body corporate(s), association of persons etc., by way of transfer/sale/assignment or any other arrangement, as may be decided by the Company in its sole discretion, and the Vendee agrees that he/she/it has no objection to this and shall not raise any objection in this regard.

#### **17. VENDEE'S OBLIGATION TO ABIDE BY APPLICABLE LAW**

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

**18. DEED SPECIFIC ONLY TO THE SAID APARTMENT**

It is clearly agreed and understood by the Vendee that this Deed is strictly and only in respect of the Apartment agreed to be sold in terms of this Deed. The various community facilities such as shopping centre, community centre, crèche, etc. are expected to come up in stages over a period of time. Delay in the provision of such facilities or non-provision of such facilities does not entitle the Vendee to make any claims or seek any damages against the Company/maintenance agency or delay or refuse any payments as may be due from time to time in terms of various clauses of this Deed or the maintenance agreement. The nature, extent, specifications, time and other matters related to the provision of these facilities shall be at the sole discretion of the Company. The provisions of this Deed cannot be read in evidence or interpreted in any manner in or for the purpose of any suits or proceedings before any court(s), forum(s) involving any other apartment(s) or any other components of the Project or any other project(s) of the Company or its affiliates/associates / subsidiaries/group companies etc.

**19. RIGHT TO JOIN AS AFFECTED PARTY**

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

**SCHEDULE I**

Pieces and Parcel of land comprised in Rajvik Greens			
Village	Rect. No.	Killa No.	Area (kanal-marla)
Nurangpur	70	18/2	7-11
		2/2	2-2
		3	7-11
		8/1	2-18
		8/2	5-2
		13	8-0
	Total		33-4
	Grand Total		Or 4.15 Acres

Thus, the total area of Project Land, comprising land pertaining to Rajvik Greens is 4.15 acres

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seal to these presents on the day, month and year first above written.

SIGNED & DELIVERED

**For & on behalf of M/s Silver-X Projects India Pvt Ltd.**

\_\_\_\_\_  
(Authorized Signatory)

SIGNED & DELIVERED  
For & on behalf of the Vendee:

1. \_\_\_\_\_  
Name:

2. \_\_\_\_\_  
Name:

*\*Applicable in the event of co-Vendees*

**WITNESSES**

1.

2.

**X**

**X**

**ANNEXURE I  
FLOOR PLAN OF THE APARTMENT**

**ANNEXURE-II**

**TENTATIVE SPECIFICATIONS OF THE SAID APARTMENT**