

CONVEYANCE DEED

Type of Deed	:	Conveyance Deed
Type of Property	:	Residential Apartment
Property Address	:
Project Name	:	The Estate Residences
Location	:	Sector-63A, Gurugram
Transaction Value	:	Rs./-
Stamp Duty	:	Rs./-
Stamp Certificate No./Date	:	
E-Stamp GRN No.	:	

This conveyance deed ("Conveyance Deed") is made on this _____ day of _____, 202__ and executed at Tehsil Wazirabad Gurugram.

BY



_____(Pan No. _____), a company incorporated under the Companies Act, 1956, with registered office at _____ through its authorized signatory _____ (Aadhaar No. _____) S/o _____ R/o _____ duly authorized vide resolution passed in the Meeting of the Board of Directors held on _____ (hereinafter referred to as "Promoter/Vendor", which expression shall include its successors, assigns etc. unless the subject or context requires otherwise), of the First Part.

AND

(1) North South Properties Private Limited (2) Sovereign Buildwell Private Limited, (3) Rose Realty Pvt Ltd Limited having its office at H-65, Connaught Circus, New Delhi-110001 (Hereinafter referred to as 'Land Owners')

IN FAVOUR OF

1. Mr/Mrs/Ms . _____ (AADHAR No. _____ & PAN No. _____) S/oW/o/D/o _____, aged about _____ years, residing at _____.

AND

(if the Allottee is a Company)

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its Authorized signatory, _____, (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "Allottee(s)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]



Mr./Ms. _____, (Aadhar 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).

[OR]

[If the Allottee is a 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 "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

(Hereinafter referred to as the "Vendee" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her successors, legal heirs, representatives, nominees, successors and assigns), of the Second Part.

The Vendor, Landowner and the Vendee are hereinafter collectively referred to as 'Parties' and individually as 'Party'.

WHEREAS the Vendor along with its associate & subsidiary companies purchased lands in the revenue estate of Village Ullawas Distt. Gurugram, Haryana and has obtained License No.128 of 2022 dated 24th August, 2022 from the Director General, Town & Country Planning, Government of Haryana under the Haryana Development and Regulation of Urban Areas Act, 1975, for the promotion and development of Group Housing colony known as "**THE ESTATE RESIDENCES**" in Sector 63-A, District Gurugram, Haryana (hereinafter referred to as "**The Group Housing Colony/ Real Estate Project**").

AND WHEREAS the associate and subsidiary companies(Landowners) entered into Development agreements with the Vendor and have entitled the Vendor to develop The Group Housing Colony and to carve out and sell Residential Apartment for residential usages of different sizes and dimensions, commercial site, community site etc and to realize the sale price from prospective Buyer(s).

AND WHEREAS further to the above License, a zoning plan and layout plan for the above stated License has been approved by DGTCP vide memo dated 24th August, 2022. That the Vendor is developing/has developed a project comprising of Residential



Apartments for residential usage under the name and style of 'THE ESTATE RESIDENCES'. The project is duly registered with Haryana Real Estate Regulatory Authority, Gurugram under Registration no.....

AND WHEREAS the Vendee demanded from the Vendor and the Vendor has allowed the Vendee to inspect all ownership records of the said Land, the said License and the various approvals granted by the DGTC and other statutory authorities, in favour of the Vendor, Layout Plan and Building Plans along with modifications thereto envisaged during the course of completion of Real Estate Project and all other documents relating to the right, title and competence of the Vendor to construct, market, sell and convey the Residential Apartment in Real Estate Project.

AND WHEREAS the Vendee has fully satisfied in all respects, with regard to the right, title, competency and interest of the Vendor in the said Land/License and has completed its due diligence to its entire satisfaction. The Vendee acknowledges that the Vendor has readily provided complete information and clarifications as required by the Vendee; however the Vendee has ultimately relied upon its own Residential Apartment investigations and judgment in purchasing the said Residential Apartment for residential usage (defined hereinafter). Save and except as specifically represented herein or in the Apartment Buyer's Agreement, the Vendee's decision to purchase an Residential Apartment for residential usage in the Real Estate Project is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, including, but not limited to, any representations relating to the said Land, or the Residential Apartment or the interior spaces therein or any other physical characteristics thereof, the estimated facilities/amenities to be made available to the Vendee or any purported services to be provided by the Vendor whether written or oral, made by the Vendor or its selling agents/brokers, or otherwise. The Vendor hereby disclaims to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in the Conveyance Deed. No oral or written representations or statements shall be considered to be part of this Conveyance Deed and this Conveyance Deed is self-contained and complete in itself in all respects.

AND WHEREAS the Vendee has entered into a **Apartment Buyer Agreement** dated _____ with the Vendor for Purchasing an Residential Apartment for residential usage ("**Residential Apartment**") that has been described in **Schedule-_____** of this Conveyance Deed, in the Real Estate Project (*as defined herein*) together with the exclusive right to use Parking Space & attached Basement/Terrace area(if applicable).

AND WHEREAS the construction of Tower /Building where Residential Apartment is located under the Subject Land that has been described in **Schedule _____** is now



complete in all respect and the **Occupation Certificate** for the same has been granted for Residential Apartment by the DTCP vide its letter bearing **Memo No. _____ Dated _____** in accordance with the provisions under Rule 47(1) of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules 1965 of Act No. 41 of 1963 as per amendment in Chapter-4 of HBC-2017.

The Vendee has been put in possession of the said Residential Apartment for residential usage and being fully satisfied with the specifications as described in Schedule _____, has no claim of any nature, whatsoever, on the Vendor herein. The Vendee further confirms that the Area of the said Residential Apartment is as mentioned in this Deed. The Vendee has made the payment of the agreed consideration amount and has accordingly requested the Vendor to execute this conveyance deed of the Residential Apartment for residential usage in its favour.

NOW THEREFORE in furtherance to receipt of the entire Consideration by the Vendor, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of the Residential Apartment for residential usage, absolutely and forever, in favour of the Vendee on the terms and conditions mutually agreed by and between the Parties and contained in this Conveyance Deed.

DEFINITIONS

In this Conveyance Deed, unless repugnant or contrary to the context, the following terms shall have the following meanings assigned herein -

- 1.1 “**Act**” means the Real Estate (Regulation and Development) Act, 2016 and rules formed there under for the State of Haryana, and subsequent amendments to the said act and rules and the notifications / clarifications relating to the same issued by the relevant government authorities;
- 1.2 “**Government**” means the Government of the State of Haryana;
- 1.3 “**Rules**” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- 1.4 “**Section**” means a section of the Act.
- 1.5 “**Adjudicating Officer**” shall have the same meaning ascribed to it under the Act;
- 1.6 “**Applicable Taxes**” shall mean all the taxes, cess, revenue, by whatever name called, payable by the Vendor;



- 1.7 “**Association**” shall mean the association of the allottees in the Real Estate Project, which shall be formed by the Vendor under the applicable laws;
- 1.8 “**Authority**” shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016
- 1.9 “**Building/Tower**” shall mean the building/tower constructed on the said land where the subject apartment is situated;
- 1.10 “**Carpet Area**” shall have the same meaning as ascribed to it under the Act;
- 1.11 “**Competent Authority**” shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Real Estate Project / Residential Colony;
- 1.12 “**DGTCP/DTCP**” shall mean Directorate General, Town and Country Planning, Haryana;
- 1.13 “**EDC**” means external development charges as levied by DGTCP on the Group housing Colony.
- 1.14 “**Force Majeure Event**” shall have the same meaning as ascribed to the term “*force majeure event*” under the Act;
- 1.15 “**Hazard**” means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in The Group Housing Colony or to the environment in and around The Group Housing Colony.
- 1.16 “**IDC**” means internal development charges as levied by DGTCP on the Group Housing Colony.
- 1.17 “**Maintenance Agency**” shall have the meaning assigned to it herein
- 1.18 “**Maintenance Agreement**” shall have the meaning assigned to it herein.
- 1.19 “**Maintenance Charges**” shall have the meaning assigned to it herein.



1.19.1 "Other Charges" shall mean charges / sums payable towards the Association formation charges, Maintenance charges, Interest Free Maintenance Deposit and legal and administrative costs.

NOW THEREFORE THIS DEED BETWEEN THE PARTIES WITNESSETH AS UNDER:

1. CONVEYANCE

- a) In consideration of the receipt of the entire Consideration by the Vendor and in furtherance to adherence to and compliance with various terms, conditions, covenants and obligations of the Vendee stated in the Apartment Buyer Agreement, the Vendor hereby sell, transfer, convey and assign the Residential Apartment for residential usage , along with right to use such Car Parking(s) that have been described in Schedule – _____ ("Car Parking") of this Conveyance Deed, in favour of the Vendee absolutely and forever, free from all encumbrances, and the Vendee hereby acquires/purchases all rights, title and interest in the Residential Apartment for residential usage that has in terms of this Conveyance Deed.
- b) The Vendor has assured the Vendee and the Vendee is satisfied that the Residential Apartment for residential usage is free from all sorts of encumbrances, liens, charges etc. and the Vendor has the full right and authority to sell the same.
- c) That the Vendee shall abide by all the applicable laws, bye-laws, rules, and regulations of municipal authorities and other Government authorities as also all other Applicable Laws while being in ownership, possession and use of the Residential Apartment.
- d) That the Vendee shall not use the said Residential Apartment for residential usage so as to cause obstruction or hindrance of any nature to any common passage or terraces or other common facilities and services at The Group Housing Colony.
- e) That except the Residential Apartment for residential usage hereby agreed to be sold to the Vendee, the Vendee shall not have any ownership right in any other part of The Group Housing Colony.

2. CONSIDERATION AND CHARGES

- a) The total Consideration (as described in Schedule _____) towards the absolute sale, transfer and conveyance of the said Residential Apartment is Rs.



_____/ - (Rupees _____ Only) where Rs. _____/ - (Rupees _____ Only) towards Basic Cost and Rs. _____/ - (Rupees _____ Only) towards EDC/IDC including TDS has been paid by the Vendee to the Vendor as per following details:-

Chq No/ Acknowledgement No	Payment Date	Amount (Rs)	Mode
TOTAL			

The Vendor do hereby grant, convey, transfer, assign and assure unto the Vendee by way of sale, the Residential Apartment for residential usage , together with the exclusive right to use Parking Space(s) (hereinafter referred to as the said "Residential Apartment for residential usage"), more particularly described in the **Schedule _____**, forming part of this Deed; together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said Residential Apartment for residential usage along with Common Area/services as described under **Schedule _____** i.e.; AND subject to adherence of terms and conditions as stated hereinafter as well as the terms, conditions, stipulations and restrictions contained in the Declaration.

- b) The statutory charges (i.e. EDC and IDC) shown in **Schedule V** hereto are tentative. The Vendee understands and agrees that there could be future increase or upward revision in the said statutory charges after execution of this Conveyance Deed and handover of possession of the Residential Apartment for residential usage to the Vendee, whether prospectively or retrospectively, due to an introduction or change in the Applicable Laws, increase of deposits/ charges for supply of electricity and water, cost of additional fire safety measures, or outgoings of any kind or nature, including but not limited to levy of infrastructure augmentation charges, or otherwise demanded by any Competent Authority, on The Group Housing Colony and/ or said Land/Residential Apartment . The Vendee agrees and undertakes to pay such balance/enhanced/ revised charges on demand to the Vendor directly or through RWA (if formed) as the case may be on proportionate basis in accordance with the value set out in the Declaration. The



Vendee shall always be responsible and liable for the payment (either directly or through Resident welfare association of its pro-rata share of any enhanced FDC/IDC, municipal taxes, property taxes, state sales tax, Central sales tax, VAT, WCT, GST, Service Tax/GST, Labour Cess, One time building tax, luxury tax, building and other construction workers welfare fund and education cess, tax on land, whether paid or payable by the Vendor and/or its contractors (including sub-contractors) with any interest and/or penalty thereupon, any other third party/statutory taxes and/or any other demands raised by the Government of Haryana with a view to recover cost of development with regard to sector roads, state/national highways, transport, irrigation facilities, environment conservation schemes, welfare or special project/scheme etc. or in the nature of infrastructure charges and/or by whatever name called.

- c) The Vendee confirms and undertakes that the Vendee shall be liable to pay municipal tax, property tax, wealth tax, fees or levies of all and any kind by whatever name called and/or levied now or leviable in future, by the government, municipal authority or any other governmental authority on the said Residential Apartment /Land, as the case may be, as assessable or applicable from the date of application. The Vendee further agrees that if the said Residential Apartment for residential usage is not assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Vendor, which shall be final and binding on the Vendee. If the said Residential Apartment is assessed separately, the Vendee shall pay directly to the competent authority on demand being raised by the competent authority
- d) The Vendee specifically recognizes that such demand as and when made by the Vendor shall be treated as 'unpaid sale consideration' of the Residential Apartment for residential usage and the Vendor shall have a lien on the Apartment to the extent of such unpaid sale consideration. In case the Vendee fails to pay such additional statutory charges within the time prescribed, the Vendee shall be liable to pay interest at the rate specified under the Act on the outstanding amount from the due date till the date of realization.

3. COLONY AND THE RESIDENTIAL APARTMENT

- a) The Vendee specifically recognizes that The Group Housing Project is in the nature of a Colony comprising of multifarious developments, such as residential apartments, Community Centre and Commercial Space etc. and has purchased the Residential Apartment situated therein. The Vendor has made clear to the Vendee that, for times to come, the Vendor shall be carrying out extensive development and construction activity within The Group Housing Colony and for the said



purpose additional contiguous lands may also be acquired and added to The Group Housing Colony by way additional license / approval from the DGTCP. The Vendee hereby covenants that he shall not raise any objection, claim or dispute against the Vendor on account of any inconvenience which may be suffered by him due to such development / construction activity.

- b) The Vendee has inspected all the Approvals obtained by the Vendor from the Competent Authority with respect to The Group Housing Colony and has identified the Residential Apartment therein. The complete description of the Residential Apartment, being subject matter of this Conveyance Deed, has been provided in Schedule hereto. Apartment plan/layout copy of the Residential Apartment for residential usage has been provided to the Vendee. Subject to aforesaid, any changes / modifications / amendments as may be made by the DGTCP in the lay-out plan for The Group Housing Colony in future, shall automatically supersede the present tentative lay-out plan and become binding on the Parties. The Vendee hereby confirms that the Vendee shall have no objection if the Vendor makes suitable and necessary alterations to the design, specifications, lay-out plan, amenities, facilities etc. of The Group Housing Colony, due to aesthetic reasons or to meet the planning/ regulatory requirement or for any other reasons deemed necessary.
- c) The Total Amount Payable as specified in Schedule hereto has been calculated in respect of the sale / transfer of the Residential Apartment for residential usage to the Vendee. The Vendee represents and confirms that payment under this Conveyance Deed is being made for purchase of only the Residential Apartment for residential usage at The Group Housing Colony and does not create any right, title or interest of any kind whatsoever, explicit or implicit, in any other lands, buildings, open spaces, recreation areas, parks, parkings, clubs / community centres, common areas, facilities and amenities falling within The Group Housing Colony. It is expressly agreed by and between the Parties that all rights, title and interest, including the ownership of such lands, buildings, open spaces, recreation areas, parks, parkings, club / community center, common areas, facilities and amenities falling within The Group Housing Colony, including those specifically earmarked as common areas and facilities for common use and enjoyment of occupants of The Group Housing Colony, shall vest solely with the Vendor and the Vendor shall have the sole and absolute authority to deal with the same in any manner whatsoever in accordance with Applicable Laws, including but not limited to creation of rights in favour of any third party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode which the Vendor may deem fit in its sole discretion. The Vendor has not made any commitment or charged any price under



this Conveyance Deed for the transfer of any right, title or interest in these lands, buildings, open spaces, recreation areas, parks, club / community centre, common areas, facilities and amenities falling within The Group Housing Colony. However, the Vendor may permit the Vendee and other occupants of The Group Housing Colony to use such amenities and facilities upon payment of such fee, subscription charges, security deposit etc. as may be decided by the Vendor from time to time. The Vendor has agreed to sell the Residential Apartment for residential usage to the Vendee relying on this specific undertaking of the Vendee and it is agreed between the Parties that these undertakings shall survive at all times.

4 COMPLETION OF DEVELOPMENT OF THE GROUP HOUSING COLONY / REAL ESTATE PROJECT

- a) The Vendor has the right to complete The Group Housing Colony in parts / phases and obtain part occupation and/or completion certificate for the same as the Vendor may deem fit. The Vendee confirms and gives his specific consent to the same and shall not raise any objection in this regard. The Vendee has been handed over possession of the Residential Apartment for residential usage in a completed part / phase of The Group Housing Colony for which the part occupation and/or completion certificate has been/will be obtained, and the Vendor and/or its agents or contractors shall be fully entitled to carry on the remaining work, including further and additional construction work in The Group Housing Colony. The Vendee shall neither object the execution of such work nor be entitled to claim any compensation / damages from the Vendor if any inconvenience, hardship, disturbance or nuisance is caused to the Vendee during the said works or construction by the Vendor.
- b) That the Vendor shall have the right to make additional construction anywhere in the Group Housing Colony to the extent permissible by the Government of Haryana or DTCP. The Vendee shall not raise any objection whatsoever and the Vendor shall have the absolute right to transfer such additional construction in any manner whatsoever as the Vendor may in its sole discretion think fit. The Vendor shall be entitled to connect the electric, water, sanitary and drainage fittings on any additional structures/storeys with the existing electric, water, sanitary and drainage fittings of the Group Housing Colony. The Vendee shall not have any right to object to the Vendor constructing or continuing with the construction of any other building(s)/structures in the Group Housing Colony or undertaking modification of any unsold Residential Apartment/units/areas therein. This clause shall survive the conveyance of the said Residential Apartment for residential usage.



- c) Until all the land, apartments, units, developments etc. in The Group Housing Colony have been sold / transferred by the Vendor in favour of the prospective buyers, and till the time Vendor has utilized the entire FSI in The Group Housing Colony &/or the Real Estate Project, the Vendor shall have sole control and full authority in respect of all matters concerning The Group Housing Colony and further constructions thereon and the management and administration of the same. The Vendor shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold apartments, developments etc. in The Group Housing Colony / Real Estate Project and to receive consideration in respect of the same.
- d) That the Vendee further agrees that it shall not claim any compensation or withhold the payment of any charges on the ground that the infrastructure required for the Group Housing Colony is not yet complete, or on any other ground whatsoever.

5. HAND OVER OF POSSESSION

That the Vendee has already taken the possession of the said Residential Apartment for residential usage alongwith the Car Parking Space as per agreed description stated in Schedule _____ hereto duly demarcated on layout plan annexed hereto in Schedule _____, after having inspected and fully satisfied itself about all items of work, quality of workmanship, materials, specifications, fittings and fixtures used and/or provided therein and all other services rendered or to be rendered. And the Vendee assures the Vendor that it shall not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged to have been or not have been carried out or completed or for any other reason whatsoever and such claim or objection, if any, shall be deemed to have been waived off by the Vendee.

6. VENDEE'S REPRESENTATIONS, COVENANTS AND OBLIGATIONS

- a) That the Vendee hereby agrees and undertakes that the Parking Spaces allotted to him/her, forms an indivisible and inseparable part of the said Residential Apartment for residential usage and the said Parking Spaces shall have no separate legal entity or be in any manner independent of the said Residential



Apartment for residential usage and it cannot be assigned or transferred independently.

- b) That the Vendee confirms that the Vendor shall have the first charge on the said Residential Apartment for residential usage in respect of any amount outstanding and payable by the Vendee towards any additional EDC, IDC, additional IDC, taxes / GST, demands, assessments etc., as mentioned hereinabove. The Vendee confirms that any amount payable by it shall be treated as unpaid sale price and the Vendor shall have the first charge on the said Residential Apartment for residential usage for recovery of the same.
- c) That the Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof and with all the applicable laws and statutory compliances with respect to the said Residential Apartment for residential usage, the said Land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed.
- d) That the Vendee confirms that the Vendee has no right to sell/transfer/or deal with the Parking Space independent of the said Residential Apartment for residential usage. The Vendee shall park its vehicle(s) in the Parking Space allotted for its exclusive use and not anywhere else. The Vendee shall not modify or make any changes or cordon off or otherwise erect any temporary structure(s) in the Parking Space. The Vendee confirms that Parking Space shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Residential Apartment for residential usage, under any provision(s) of this Deed. All clauses of this Deed shall apply mutatis mutandis to the Parking Space. The Vendee understands that the service areas in the basement/stilts provided in Real Estate Project are reserved for services, use by maintenance staff etc. and shall not be used by the Vendee for parking or for any other purpose, whatsoever. The Vendee confirms that parking spaces earmarked for parking in the Basement are meant for exclusive use for parking and does not form part of general and/or limited common areas and facilities of the said Residential Apartment for the purpose of the Declaration. The Vendee shall not have any right, title or interest in the parking spaces of Real Estate Project other than those allotted to the Vendee. The Vendee acknowledges that Vendor shall remain the owners of the parking spaces within Real Estate Project, which have not been allotted to any Residential Apartment for residential usage owner and the Vendor shall have the right to use the same in any manner or transfer the same to any person including the occupant(s)/owner(s) of the other Apartments or club



etc. This clause shall survive the conveyance of the said Residential Apartment for residential usage.

- e) The Vendee acknowledges and confirms that the infrastructure facilities provided by the Government is beyond the control of the Vendor and the Vendee shall not have a right to raise any claim or dispute against the Vendor in respect of the facilities provided by the Government or any other statutory authorities.
- f) The Vendee hereby also undertakes to abide by all the conditions, restrictions and other stipulations imposed in respect of The Group Housing Colony by virtue of the License granted to the Vendor for The Group Housing and shall also abide by the applicable Zoning Plans, Building Plans and all laws, bye-laws, rules, regulations and policies applicable to the said Residential Apartment for residential usage and/or Real Estate Project or as imposed or may be imposed in future under any applicable law. This clause shall survive the conveyance of the said Residential Apartment for residential usage.
- g) That except for the terraces, if any, specifically and exclusively reserved for the use of the Residential Apartment for residential usage, the Vendor alone shall have the absolute title and the sole right to use to the terraces of the various structures/towers/buildings comprising Real Estate Project and the area of such terraces has not been included in the Saleable Area / Carpet area of the Residential Apartment for residential usage. The Vendor shall have sole right to give on lease or hire any part thereof for any purpose, whatsoever, including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise and the Vendee shall not have any right to object to or prevent the same.
- h) That the Vendee undertakes and agrees that any violation of the following shall entitle the Vendor or RWA to enter into the said Residential Apartment for residential usage wherever necessary and reverse such violation at the cost of the Vendee; (i) The Vendee shall not cover or construct on the balcony (ies) and shall only use the same as open balcony(ies) and in no other manner whatsoever. (ii) The Vendee shall not under any circumstances whatsoever, do, allow or permit any remodeling, alteration, variation, change or build upon the look, color, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of the buildings or the said Residential Apartment for residential usage. (iii) The Vendee shall not under any circumstances do or allow any alteration/modification/change to the structure or layout within the said Residential Apartment for residential usage, save and except with the prior



permission of Vendor in writing. This clause shall survive the conveyance of the said Residential Apartment for residential usage.

- i) The Vendee acknowledges that water pipelines/drains/electric lines provided originally for the specific purpose shall not be tampered with/ disturbed without the prior written approval of Residents Welfare Association / Maintenance Agency. Further, all lights/power points in the said Residential Apartments for residential usage shall conform to the permitted/sanctioned electric load. The Vendee shall not put away any personal belonging including flower pots, cots, furniture items boxes, dustbins, and other personal use item etc. in the Common Areas and specifically the flower pots shall not be placed on parapets/ledges. The Vendee shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas or facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them. The Vendee shall not under any circumstances whatsoever carry out any changes / modifications / alterations that result in encroachment of Common Areas or that result in damage or disturbance to Common Areas, adjacent, upper or lower units. Putting of advertising board/neon signs etc. on any part of the building including internal corridors, external face and Common Areas is prohibited. This clause shall survive the conveyance of the said Residential Apartment for residential usage.
- j) The Vendee shall comply with the provisions of the Residential Apartment Act or any statutory amendments or modifications thereof or any rules and regulations made there under.
- k) The Vendee shall not be entitled to claim partition of its share in the said Land or the Common Areas and the same shall always remain undivided and impartible. This clause shall survive the conveyance of the said Residential Apartment for residential usage.
- l) The Vendee hereby agrees and undertakes to become a member of Residents Association and to complete the documentation and fulfill its obligations as may be required under the Apartment Act promptly on being called upon.
- m) The Vendee in its individual capacity as well as the prospective member of Resident Owner Association or any other collection of the Residential Apartment owners in Real Estate Project, hereby confirms and agrees that subject to Section of the Apartment Ownership Act in the event of redevelopment of the said Land at any time in future, on account of any reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such redevelopment on the said



Land. This clause shall survive the conveyance of the said Residential Apartment for residential usage.

- n) That Residential Apartment shall be used only for the 'residential' purpose and shall neither be used for any purpose which may or is likely to cause nuisance or annoyance to other occupants at Real Estate Project nor for any illegal or immoral purposes.
- o) That the Vendee shall pay for the use of Community Centre/Club which shall be provided by the Vendor and/or its JV/associate Company inside The Group Housing Colony. The Vendee shall abide by the rules and regulation of such Community Centre/Club as may be laid down by the Vendor/Maintenance Agency.
- p) That on and from the date of execution of this Conveyance Deed, the Vendee shall be liable to bear proportionate costs and expenses to keep The Real Estate Project in a good and tenantable state and condition. The Vendee shall not do or suffer to be done anything in or to the Residential Apartment for residential usage or in Real Estate Project which may be against the terms and conditions of the Approvals, rules/regulations of the Association or the Competent Authority. In the event the Vendee is guilty of any act or omission in contravention of this provision, the Vendee shall be responsible and liable for the breach and also for the consequential loss or damage, to the Vendor, Association or the Competent Authority, as the case may be.
- q) That if the Vendee is a non-resident/ foreign national /person of Indian origin governed by the provisions of the Foreign Exchange Management Act, 1999 and rules/ regulations framed there under or by the Reserve Bank of India in that regard, then it shall be the responsibility and obligation of the Vendee to obtain all necessary permissions, approvals, sanctions etc. as may be required from the governmental authorities and comply at all times with all provisions including but not limited to the remittances from foreign country(ies) to be made to the Vendor or the Association. The Vendee shall be required to provide and deliver to the Vendor or Association all such permissions, approvals, sanctions, documents etc. as may be asked for. The Vendor or Association shall not be liable or responsible for any default or negligence on the part of the Vendee in this regard and the Vendee agree to keep the Vendor and/or Association fully indemnified at all times for any damage, loss, cost, harm or injury caused to it for any reason, whatsoever, in this regard.



r) That the Vendee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown on any portion of The Real Estate Project.

s) That the Vendee undertakes not to sub-divide the Residential Apartment.

7. MAINTENANCE AND UPKEEP AT THE GROUP HOUSING COLONY / REAL ESTATE PROJECT

a) The Vendee hereby acknowledges that in compliance of the directions of the DTCP, the maintenance of Real Estate Project shall be undertaken by Maintenance Agency to be appointed by the Vendor and later the Association of Allottees constituted under the provisions of the Apartment Ownership Act, Haryana.

b) The Vendee is aware that the Real Estate Project / Colony requires proper and periodic maintenance and upkeep, and unless the Real Estate Project / Colony is maintained in proper form with neat and clean environs, the full utility of The Real Estate Project cannot be availed by the users / occupants. It is for these, amongst other reasons, that the Vendee has agreed to purchase the Said Residential Apartment for residential usage on the specific understanding that the right to use the common areas, amenities, facilities and services at Real Estate Project shall be subject to payment of maintenance charges by him, amongst other charges, as determined by the Vendor. The Vendor, for the purposes of carrying out such maintenance services at The Real Estate Project, may employ / hire a maintenance agency ("Maintenance Agency") appointed for the said purposes. If so required, the Vendor may require the Vendee to enter into a separate maintenance agreement with the Maintenance Agency ("Maintenance Agreement"), in the format provided to him, by the Vendor or the Maintenance Agency, which shall clearly specify the scope, terms and conditions for provisions of the maintenance services in The Real Estate Project. The Vendee agrees to pay the applicable maintenance charges.

c) It is made clear to the Vendee that the Maintenance Agency shall render maintenance services only with respect to the common areas, amenities, facilities and services at The Real Estate Project, but outside the boundary of said Residential Apartment for residential usage and these shall mainly relate to services in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, lifts, pavements, horticulture, etc. The Vendee agrees to comply with provisions of the Maintenance Agreement that may be entered into by him with the Maintenance Agency and further comply with all rules, regulations, directions etc. framed by Maintenance Agency and/or under the Applicable Laws with regard to provision



of maintenance services in The Real Estate Project. The Vendee undertakes to pay the maintenance bills of the maintenance agency for maintaining various services/ facilities from the date of execution of this Conveyance Deed until the maintenance services are handed over to the government or any local body for maintenance. The Vendee further agrees to deposit with the Vendor or Association or Maintenance Agency an interest free security deposit to ensure timely payments of such charges.

- d) The Vendee hereby accepts that the provisions of such maintenance services and use and access to the common areas, amenities, facilities and services at The Real Estate Project / Group Housing Colony shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc (**"Maintenance Charges"**) to the Vendor or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Vendee under this Conveyance Deed and/or Maintenance Agreement. The rates of maintenance and service charges shall be fixed by the Vendor or the Maintenance Agency, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned.
- e) It has been specifically agreed by the Vendee that the Association may, as permitted under the Applicable Laws, grant on lease, license or franchise any space in The Real Estate Project for advertisements, display hoardings, poster and signage spaces and receive rents, profits and other revenue generated there from; without any objection or claim by the Vendee or any other owner(s)/ occupant(s) of The Real Estate Project. Further, the Association may carry out promotional / re-creational activities within The Real Estate Project or outside and around The Real Estate Project, provided such activities do not cause any disturbance to any occupant of The Real Estate Project.
- f) The Vendee will be required to pay the applicable Maintenance Charges to the appointed Maintenance Agency from the date they take over the possession of the Residential Apartment for residential usage or within 30 days of the offer of possession, whichever is earlier

8. INDEMNITY



The Vendee undertakes to indemnify and keep the Vendor, other occupants and Maintenance Agency and its officers / employees fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by the Vendor, other occupants and/or the Maintenance Agency as consequence of breach of any of the terms and condition of this Conveyance Deed as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Vendee or on the part of his personnel and/or representatives. It is agreed that the Vendee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any Hazard within the Residential Apartment for residential usage due to the Vendee's willful misconduct and/or negligence. In such an event, the Vendee shall keep and hold the Vendor fully indemnified for the quantum of loss, penalty caused or borne by the Vendor, claims or demands raised on the Vendor due to such willful misconduct and/or negligence on the part of the Vendee.

9. RIGHT TO TRANSFER

It is hereby expressly agreed by the Vendee that so long as the ownership rights herein granted in favour of the Vendee in respect of the Residential Apartment for residential usage are not prejudicially affected; the Vendor shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of all their rights, titles and interests in The Real Estate Project or any part thereof to third party(ies) as may be permitted under the Applicable Laws.

10. TRANSFER BY THE VENDEE

- a) On and from the date of execution and registration of this Conveyance Deed, the Vendee may transfer by sale, gift, lease, license, exchange or by any other mode whatsoever the Residential Apartment for residential usage as permitted by Competent Authority in favour of any third party.
- b) However, before concluding any sale or transfer of ownership of the Residential Apartment for residential usage the Vendee shall be required to (a) pay all outstanding dues of Other Charges, Maintenance Charges and all other charges as may be notified by the Vendor or Association or Maintenance Agency at that time, and (b) obtain a 'No Dues Certificate' in this regard from the Vendor.
- c) The VENDOR is entitled to levy the applicable administrative/ processing fee / transfer charges to the Vendee as per prevailing policy at that time and the Vendee undertakes to pay the same prior to transfer.



11. STAMP DUTY

The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Conveyance Deed have been borne by the Vendee. In the event the same becoming payable due to change or interpretation of Applicable Law, notification, order etc. including the stamp duty and registration fee which may be demanded by the Competent Authority due to under valuation of stamp, shall be borne and payable by the Vendee as and when demanded by the Competent Authority.

12. ENTIRE AGREEMENT

The Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the Residential Apartment Buyer's Agreement which attach to the said Residential Apartment for residential usage and survive this Conveyance Deed within the meaning of Section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the Residential Apartment Buyer's Agreement shall be deemed to be incorporated in this Deed by reference and as such shall form integral part of this Deed. There are no promises or assurances or representations, oral or written, express or implied, other than those contained herein.

13. INTERPRETATION

- a) This Conveyance Deed entered into between the Parties and/or the terms and conditions herein shall be subject and interpreted according to the Applicable Laws.
- b) The captions/headings in this Conveyance Deed are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Conveyance Deed to the intent of any provision hereof. The true interpretation of any matters/ clauses in this Conveyance Deed shall be done by reading the various clauses in this Conveyance Deed as a whole and not in isolation or in parts or in terms of captions provided.

14. DISPUTE RESOLUTION & NOTICE



- a) All or any disputes that may arise between the Parties with respect to the terms and conditions of this Conveyance Deed shall be subject matter of jurisdiction of courts at Haryana only.
- b) Any notice, demand or other communication to be served under this Conveyance Deed may be served upon any Party only by registered speed post with acknowledgement due or through courier service at the address first mentioned above, or at such other address as it may from time to time be notified in writing to the other Party.
- c) In case of more than one Vendee all letters, receipts and or notices etc. issued by the Vendor or the Association or Maintenance Agency and dispatched to the first mentioned Vendee onto the address first mentioned above or any address later notified by the said Vendee, shall be a sufficient proof of receipt of the same by all the Vendee and shall fully and effectively discharge the Vendors or the Association or Maintenance Agency of its obligation in this regard.

15. VENDEE'S UNDERTAKING

- a) The Vendee has seen all documents/papers as available with the Vendor in relation to The Group Housing Colony, including but not limited to the title documents, building plans sanction and other approvals obtained from the governmental authorities and the present Conveyance Deed is being entered into by him after being fully satisfied about the rights, title and interest possessed by the Vendor over the same and quality of construction at The Real Estate Project and after having full knowledge of the Applicable Laws, to which the Vendor and/or The Real Estate Project are or be subject to in future. The Vendee is completely aware of and have understood all limitations / obligations / restrictions (if any) of the Vendor in respect thereof and confirm that he shall neither investigate the same further nor raise any objections, whatsoever, in this respect.
- b) The Vendee further confirm having sought detailed explanations and clarifications from the Vendor and that the Vendor has readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Vendor the Vendee herein has/have signed this Conveyance Deed and has paid the money (ies) hereunder being fully conscious of his liabilities and obligations.



SCHEDULE I
DESCRIPTION OF THE APARTMENT



SCHEDULE II

**COMMON AREAS / SERVICES / FACILITIES
WHICH ARE PART OF THE SUBJECT APARTMENT**

SCHEDULE-III

SPECIFICATIONS WHICH ARE PART OF THE APARTMENT:

SPECIFICATIONS WHICH ARE PART OF THE PROJECT / BUILDING:



SCHEDULE IV



SCHEDULE- V

DETAILS OF THE CONSIDERATION AND OTHER CHARGES

