

CONVEYANCE/SALE DEED

Type of Deed : **Conveyance Deed**
Location : **Precore City, Village Sohna, Sector-7, Baluda Road, Tehsil Sohna, District: Gurugram**
Name of Project : **TERRA ELEGANCE INDEPENDENT RESIDENTIAL FLOOR**
Plot Area : _____ Sq. Mtrs. (or _____ Sq. Yards.)
Type of Land/Property : **Independent Residential Floor**
Plot No. : _____
Floor Number : _____
Area of Floor : _____ Sq. Ft. (Carpet Area)
Cost : **Rs. _____/- (@ Rs. _____/- per Sq. Ft.)**
Stamp Duty : **Rs. _____/- (@ _____%)**
Stamp No. : _____ Dated _____ issued by _____, Gurugram

This Deed of Conveyance is made & executed at Gurugram on this _____ day of _____, 20____ by M/s. Terra Infracon Private Limited (CIN: U70109DL2013PTC248476; PAN: AAECT8041M), a company incorporated under the Companies Act, 1956 having its Registered Office at B-52, AB, 2nd Floor, Kalkaji, New Delhi-110019 and Corporate Office at 607, 6th Floor, Universal Trade Tower, Sector-49, Sohna Road, Gurugram – 122018, Haryana, through its Authorized Signatory Mr. _____ S/o Sh. _____ R/o _____ duly authorised vide Resolution dated _____ [hereinafter referred to as ‘the Promoter/Developer-Cum-Land Owner’, which expression shall include its successors-in-interest, legal representatives, liquidators, administrators, nominees and permitted assigns etc. unless the subject or context requires otherwise],

And Mrs. Urmila Kumari, W/o Mr. Chander Prakash, resident of Near Tehsil Office, Ward No.06, Sohna, Gurugram, Haryana - 122103 through its duly appointed attorney M/s. Terra Infracon Private Limited (CIN: U70109DL2013PTC248476; PAN: AAECT8041M), a company incorporated under the Companies Act, 1956 having its Registered Office at B-52, AB, 2nd Floor, Kalkaji, New Delhi-110019 and Corporate Office at 607, 6th Floor, Universal Trade Tower,

Sector-49, Sohna Road, Gurugram – 122018, Haryana, through its Authorized Signatory Mr.
_____ **S/o Sh.** _____ **R/o** _____ **duly**
authorised vide Resolution dated _____ [hereinafter referred to as the “**Land Owner**”, which
expression shall include her successors-in-interest, legal representatives, liquidators, administrators,
nominees and permitted assigns etc. unless the subject or context requires otherwise],

And Mrs. Gayatri Devi, W/o Mr. Vijay Kumar, resident of House No. 60, Ward No.06, Near Tehsil
Office, Sohna, Gurugram, Haryana - 122103 through its duly appointed attorney M/s. Terra
Infracon Private Limited (CIN: U70109DL2013PTC248476; PAN: AAECT8041M), a company
incorporated under the Companies Act, 1956 having its Registered Office at B-52, AB, 2nd Floor,
Kalkaji, New Delhi-110019 and Corporate Office at 607, 6th Floor, Universal Trade Tower,
Sector-49, Sohna Road, Gurugram – 122018, Haryana, through its Authorized Signatory Mr.
_____ **S/o Sh.** _____ **R/o** _____ **duly**
authorised vide Resolution dated _____ [hereinafter referred to as the “**Land Owner**”, which
expression shall include her successors-in-interest, legal representatives, liquidators, administrators,
nominees and permitted assigns etc. unless the subject or context requires otherwise],

And Mr. Vijay Kumar, S/o Mr. Chander Prakash, resident of House No. 60, Ward No.06, Near
Tehsil Office, Sohna, Gurugram, Haryana - 122103 through its duly appointed attorney M/s. Terra
Infracon Private Limited (CIN: U70109DL2013PTC248476; PAN: AAECT8041M), a company
incorporated under the Companies Act, 1956 having its Registered Office at B-52, AB, 2nd Floor,
Kalkaji, New Delhi-110019 and Corporate Office at 607, 6th Floor, Universal Trade Tower,
Sector-49, Sohna Road, Gurugram - 122018 (Haryana)) through its Authorized Signatory Mr.
_____ **S/o Sh.** _____ **R/o** _____ **duly**
authorised vide Resolution dated _____ [hereinafter referred to as the “**Land Owner**”, which
expression shall include his successors-in-interest, legal representatives, liquidators, administrators,
nominees and permitted assigns etc. unless the subject or context requires otherwise],

The said Developer and Land Owners are herein collectively referred to as the “Vendor(s)” of the
ONE PART.

IN FAVOUR OF

_____ (**PAN:**_____, **Aadhar Card No.**
_____), **S/o / D/o / W/o** _____ **R/o**
_____ hereinafter referred to as the “**Vendee**” [which
expression shall unless excluded or repugnant to the context, be deemed to include his/her legal heirs,

successors, authorized representatives, administrators, executors and assigns] of the **SECOND PART**.

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

WHEREAS:

- A. TERRA INFRACON PRIVATE LIMITED** is the Land Owner-Cum-Developer and in possession of land measuring 485.52 Sq. Mtrs. comprised in as Plot No. R-170, R-171, R-172 and R-173 situated in the Precore City (DDJAY), Sector-7, Baluda Road, Sohna, Gurugram, Haryana, in terms of Conveyance Deeds bearing Vasika No. 13040 dated 29.03.2023, 13044 dated 29.03.2023, 13043 dated 29.03.2023 and 13041 dated 29.03.2023 registered in the office of Sub Registrar, Sohna District Gurugram, Haryana.
- B.** The said Land Owner Mrs. Urmila Kumari is the absolute and lawful owner of land measuring 365.96 Sq. Mtrs. comprised in as Plot No. Q-161, R-162, and Q-178 situated in the Precore City (DDJAY), Sector-7, Baluda Road, Sohna, Gurugram, Haryana, in terms of Conveyance Deeds bearing Vasika No. 137 dated 07.04.2023, 136 dated 07.04.2023 and 135 dated 07.04.2023 registered in the office of Sub Registrar, Sohna District Gurugram, Haryana.
- C.** The said Land Owner Mrs. Gayatri Devi is the absolute and lawful owner of land measuring 242.76 Sq. Mt. comprised in as Plot No. R-163 and R-164 situated in the Precore City (DDJAY), Sector-7, Baluda Road Sohna, Gurugram, Haryana, in terms of Conveyance Deeds bearing Vasika No. 133 dated 07.04.2023 and 134 dated 07.04.2023 registered in the office of Sub Registrar, Sohna District Gurugram, Haryana.
- D.** The said Land Owner Mr. Vijay Kumar is the absolute and lawful owner of land measuring 1092.42 Sq. Mt. comprised in as Plot No. R-165, R-166, R-167, R-168, R-169, R-174, R-175, R-176 and R-177 situated in the Precore City (DDJAY), Sector-7, Baluda Road Sohna, Gurugram, Haryana, in terms of Conveyance Deeds bearing Vasika No. 13046 dated 29.03.2023, 13045 dated 29.03.2023, 13092 dated 31.03.2023, 13093 dated 31.03.2023, 13079 dated 31.03.2023, 13110 dated 31.03.2023, 13107 dated 31.03.2023, 13108 dated 31.03.2023 and 13105 dated 31.03.2023 registered in the office of Sub Registrar, Sohna District Gurugram, Haryana.
- E.** The said Land Owners and Promoter **M/s Terra Infracon Private Limited** entered into a registered **Memorandum of Agreement/Indenture Agreement** vide Vasika No. 10320 dated 02.11.2023 (hereinafter referred to as “**the Said Agreement**”). Pursuant to the Said Agreement, the aforesaid Land Owners executed registered Power of Attorney vide Vasika No. 109 dated 18.12.2023 in favour of the Promoter, thereby authorizing the Promoter, inter alia, to execute the Conveyance Deed / Sale Deed and to get the same registered, to receive sale price installments /

lump sum sale price from the Vendee(s) and issue receipts in the discharge for the same and sign/execute any other documents required thereof.

- F.** Pursuant to the Said Agreement the Promoter has developed an independent Residential Floor Project named **“TERRA ELEGANCE INDEPENDENT RESIDENTIAL FLOOR”** (hereinafter referred to as **“the Said Project”**) comprising of total land measuring 2186.66 Sq. Mtrs. or 0.5403346 acre located in Precore City (DDJAY) at Sector-7, Baluda Road, Sohna, District Gurugram (“Said Land”)
- G.** The Said Land consists of 18 developed plots of various sizes and the Said Project consists of development of independent residential floor on each Plot comprising of Stilt+3 floors viz. Ground/Stilt, First, Second and Third Floor and each floor having independent access and constituting separate residential dwelling unit within the boundaries of the colony.
- H.** The Said Project was approved by the Directorate of Urban Local Bodies, Haryana vide approval dated 13.13.2020 bearing License No. DULB/CTP/TP-Sohna/2020/1996.
- I.** The Promoter has obtained approval on the Site Plan/Layout Plan /Demarcation /Zoning or any requisite approval for the Project as the case may be, from The Directorate of Urban Local Bodies, Haryana. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/any other laws of the State as applicable.

AND WHEREAS the Said Project has been registered with Haryana Real Estate Regulatory Authority, Gurugram, Hayana vide Registration No. _____ dated _____.

AND WHEREAS the Vendee has examined all relevant documents relating to the right, title and eligibility of the Vendor on the Said Land and after recording his/her full satisfaction has now expressed his/her/their/its desire to purchase the Said Floor from the Vendor and the Vendor is ready to convey the Said Floor to the Vendee on the following terms & conditions stated hereinafter:

AND WHEREAS as part of the Said Project, the Vendor has developed the plot bearing No. _____ measuring _____ Sq.Mt. (_____ Sq. Yds) (“Said Plot”) and bounded as under:-

EAST	:
WEST	:
NORTH	:
SOUTH	:

AND WHEREAS Vendor has constructed residential building on the Said Plot having one independent floor on each floor i.e. Stilt Parking, First Floor, Second Floor and Third Floor. The Vendee had applied for purchase of an independent floor having super built-up area measuring _____ Sq. Feet (_____ sq.mtrs.) and **carpet area**/constructed area _____ Sq. Ft. (_____ sq.mtrs.) to the Vendor in the Said Project being developed by the Vendor. The Vendor had issued letter of allotment on _____ (hereinafter referred to as the “**Allotment Letter**”) in favour of the Vendee. By virtue of the aforesaid Allotment Letter, the Vendor had agreed to sell the independent floor bearing number _____ on the FIRST/SECOND/THIRD Floor having super built-up area of _____ Sq. Ft. (**carpet area**/constructed area _____ Sq. Ft.; _____sq.mtrs.) with Stilt Parking (hereinafter referred to as “**Said Floor**” more clearly shown within Circle in the Site Plan annexed herewith as “**Schedule-A**”), along with the undivided and impartible pro-rate share in the land/plot underneath on which said Floor is situated. In furtherance to the Allotment Letter the Vendor and Vendee have executed a Floor Buyer’s Agreement on _____.

AND WHEREAS the VENDOR is in full and absolute possession and otherwise well and sufficiently entitled to sell the Said Floor forming part of the approved Layout Plan for the Said Project and declares that the said Floor is free from all sorts of encumbrances, liens, charges etc.

AND WHEREAS the VENDEE has seen the approved Layout Plan of the Said Project and has satisfied himself/herself about all aspects of the Said Project and the VENDOR’s title and authority to sell and transfer the Said Floor.

AND WHEREAS the VENDEE has agreed to bear all expenses for the execution of the Conveyance Deed of the said Floor including cost of Stamp Duty, registration, and incidental charges.

NOW THIS CONVEYANCE DEED WITNESSETH AS FOLLOWS:

1. **That** the Vendor/Promoter has agreed to sell the aforesaid Floor and the Vendee has agreed to purchase the same for a total sum of INR. _____/- (INR _____only) which has been paid by the Vendee(s) to the Vendor/Promoter as a cost of the Said Floor along with all things permanently attached thereto and standing thereon together with the all benefits whatsoever to the Said Floor or any part thereof belonging or in anywise appertaining thereto and impartible and undivided prorate share in the Plot.

Details of payments: -

Amount (INR)	Cheque No./RTGS	Cheque Date	Bank Name
TOTAL			

2. **That** the VENDOR/PROMOTER does hereby admits and acknowledges that the VENDOR/PROMOTER has received the agreed sale consideration and does hereby sell, transfer, convey, grant, assure and assign all the rights, title and interest in the Said Floor along with proportionate, undivided, impartibly share only in the Said Plot wherein the floor building is located, together with proportionate rights in the common areas and facilities including all ways, paths, stilt, passages, easements, and appurtenances whatsoever to the Said Floor to have, hold and enjoy the same to the Vendee, absolutely and forever.
3. **That** the Vendee, if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in application law including but not limited to the Foreign Exchange Management Act, 1999 ("FEMA"), the Reserve Bank of India Act, 1934 ("RBI Act") and the rules and regulations framed thereunder and any other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The Vendee shall furnish the required declaration as may be prescribed in this regard. The Vendee shall be solely responsible for any failure to comply with the applicable laws including but not limited to FEMA provisions, RBI Act and/ or any rules or guidelines made thereunder. The Vendee shall indemnify and keep and hold the Vendors and its directors/ employees / associates, etc fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, cost, expenses etc. due to such failure.
4. **That** the Vendee has rights along with impartible and undivided prorate share in the Said Plot with all ways, path, stilt, passages, rights, liberties, privileges, easements, benefits and advantage of lights, appendages and appurtenances, whatsoever to the Said Floor on the Said Plot belonging or in any way appertaining thereto or therewith usually held as part and parcel thereof and all right, title, interest herein written and hereby conveyed, transferred, assured and assigned to the Vendee absolutely and forever free from all encumbrances.
5. **That** the Colony of which the Said Project is a part of shall always be known as "Precore City (DDJAY)" and Said Project shall always be known as "**TERRA ELEGANCE**

INDEPENDENT RESIDENTIAL FLOOR" and these name(s) shall never be changed by Vendee and/or jointly by the Vendee and Owners of the other floors.

6. **That** the Vendee shall have no specific right in the land under the Said Plot excepting to the undivided/unidentified rights in land and stilt area proportionate to the area of the Said Floor herein.
7. **That** the actual physical possession of the Said Floor hereby conveyed has been delivered to the Vendee at the spot, who has now become the absolute owner in possession of the same and shall enjoy all rights, privileges, passages, lift lobby, electricity connection, water connection etc. Vendee hereby confirms taking over possession of the Said Floor from the Vendor/Promoter after satisfying himself / herself that the construction as also the various installations, electrification work, sanitary fittings, water and sewage connection, etc., have been made and provided in accordance with the drawings, designs and specifications and are in good order and condition and that the Vendee has no complaint or claim in respect of the area of the Said Floor, any item of work, material, quality of work, installation, etc., therein.
8. **That** the Vendee shall use the Said Floor or permit the same to be used for residential purposes or for such use as may be permissible under law. The Vendee shall not use the Said Floor or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other properties or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the Said Floor which may intend to cause damage to any flooring or ceiling or any floor below, above or in any manner interfere with the use thereof or of space, passages, stilt or amenities available for common use. If the Vendee uses or permits the use of the Said Floor for any purpose contrary to the permissible use, then in that event the Vendor/Promoter and/or Association shall be entitled to take action in accordance with law including but not limited to preventing Vendee and persons claiming through them from enjoying common areas and facilities and securing orders for sealing of the Said Floor. In case of default, Vendor or Association or Maintenance Agency shall issue a Notice to the Vendee to rectify/cure the defect/cause within three (3) days. In that event Vendor or Association or Maintenance shall also be entitled to disconnect/discontinue the water and electricity connection/supply of the Said Floor. In case the default continues Vendor shall proceed to cancel the allotment, resume the Said Floor and recover possession of the same.
9. **That** the Vendee shall keep the Said Floor in good repair at all times and shall not make any additions/alterations in the Said Floor without permission from the Vendor/Promoters and/or

concerned authorities nor shall demolish any walls including load bearing walls, or cause damage to or nuisance in the Said Floor or the building in any manner as may affect the safety of the infrastructure of the building or of any installations. The Vendee shall be liable for any losses/damages as may be caused on account of breaches.

10. **That** the Vendee undertakes to join Association / Society of the floor owners as may be formed by the Vendor on behalf of the floor owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Vendor for the purpose. The Vendee undertakes to sign an application for enrolling as a member of the Association as and when required by the Vendor/Promoter.
11. **That** the Vendor and/or its nominee Maintenance Agency shall look after the maintenance and upkeep of the common areas and facilities in the Colony and the Vendee hereby agrees to pay maintenance charges, interest free security deposit contribution towards sinking/replacement fund as may be demanded by the Vendor/Promoter or the Maintenance Agency. The Vendor or the Maintenance Agency shall be entitled to withdraw itself from maintenance activities on notice to floor owners in the Colony and to hand over the same to any Authority or a Body/Association of the floor owners.
12. **That** the Vendee shall permit Vendor, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the Said Floor or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Vendor/Promoter, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. may enter into or upon the Unit at any time during day or night.
13. **That** the Vendee before the transferring his/her/ their interest in the Said Floor shall obtain a “No Dues Certificate” from the Vendor/Promoter and/or Maintenance Agency. The transferee(s) of the Vendee's interest in the Said Floor shall always be bound by the provisions of the Maintenance Agreement and this Deed executed by the Vendee.
14. **That** the Vendor hereby assures the Vendee that they have absolute title with all rights, full powers and absolute authority to grant, convey, transfer, assign and assure the Said Floor hereby conveyed, transferred, assigned and assured unto the Vendee absolutely and that the Said Floor is free from all encumbrances, charges, liens etc. The Vendee has also satisfied

himself/herself with regard to the above and shall not make any further requisition or objection whatsoever.

15. **That** the Vendee shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by the whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the Said Floor irrespective of the fact that the Vendee has enjoyed the benefit of the Said Floor or not. Till the Said Floor is individually assessed to property tax or any other charges as aforesaid by the authorities, the Vendee shall be liable to pay to the Vendor/Promoter on demand, such taxes/charges whether levied now or in future on the land/buildings of the Scheme, proportionate to the area of the Said Floor.
16. **That** all the expenses for the registration, stamping, engrossing and other incidental charges for this Deed have been borne and paid by the Vendee. Vendee has also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of Govt./ Statutory or other local Authority, the same, if applicable, shall also be payable by the Vendee.
17. **That** the Vendee has already paid all the taxes, levies, dues, charges etc. in respect of the Said Floor upto the date of execution of this Deed. However, if any other Government/ statutory/ local charges, additional charges, levies, rates, taxes, duties, liabilities, cess, demands etc. including external development charges for the provision of peripheral and external services or infrastructure development charges etc. are attributable to the said floor charged, imposed or levied in future, retrospectively or otherwise, then the same shall be treated as unpaid sale consideration of the Said floor payable by the Vendee. The Vendee agrees and undertakes to pay any such charges, taxes or levies, if charged, imposed or levied directly or if paid by the Vendor, to reimburse the Vendor on demand. The Vendor shall have the first charge/lien on the Said Floor for recovery of such charges from the Vendee. In the event of such charges together with any interest thereon remaining unpaid by the Vendee(s) then the Vendor/Promoter shall have unfettered right to resume the Said Floor and the Vendee(s) shall have no right, title and interest left in the Said Floor thereafter. The Vendee(s) further agrees that the Vendee would not be competent to challenge such action of resumption of the Said Floor by the Vendor/Promoter due to default of non-payment of such enhanced or additional External Development Charges/Infrastructure Development Charges/any other charges levied by Govt. Authorities. The above liability to pay will remain same even in case of any change in ownership of the Said Floor and the liability will be continuing on the successor without any demur and/or protest.

18. **That** it shall be lawful for the Vendee hereafter to sell, gift, lease, convey, transfer the Said Floor to any person for any consideration.
19. **That** the Vendee shall abide by all the terms and conditions laid by the Vendor/Promoter at the time of allotment or Floor Buyer Agreement and execution of this Deed.
20. That the Vendee shall be liable to bear and pay, as and when demanded by the Vendor/Promoter, all future applicable taxes/levies/cesses if any, and/or any increase thereto, which may be imposed by the Competent Authority on the present conveyance of ownership of the Said Floor. Vendee hereby undertakes to pay such applicable taxes, charges, levies and cesses, as and when the same is demanded by the Vendor/Promoter without any demur or protest.
21. **That** the Vendee has inspected the Floor, gone through the documents and is fully satisfied regarding the ownership/title of the Vendor in respect of Said Plot.
22. **That** the common areas namely entry gate, underground/overhead water tank/source, passage, Stilt from entry gate to stairs, stairs up to top terrace shall always be remain common. The maintenance expenses of these common areas will be shared by all the occupants of the building on proportionate basis.
23. **That** the Vendee shall have right to install overhead water tank, TV antenna/dish on the top of the terrace of the building and shall have access to the terrace at all reasonable times to inspect, repair and maintain the same.
24. **That** the Vendee shall abide by all the terms, conditions, rules and regulations laid down or imposed by HSVP or Association or Vendor/Promoter or any government authority.
25. **That** the Vendee shall from the date of execution of this Deed, be liable to bear all costs and expenses to keep the Floor in a good and tenantable state and condition. The Vendee shall carry out, at his own cost and expense, all internal repairs to the Floor and maintain the same and not do or suffer to be done anything in or to the Floor or to the building which is against the rules and regulations of the Association or the Applicable Laws. 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/Promoter or Association or the Competent Authority, as the case may be.

26. **That** if at any time post the date of execution of this Deed, there is any change in the government charges or additional levy on the Colony/ Plot/ independent floors due to any reason then the Vendee shall be required to pay the said additional costs or charges to the Vendor/Promoter and/or the Association in proportion to the carpet area of the Said Floor.
27. **That** the Vendee shall neither do or cause to be done any structural changes or alteration/damages to the superstructure, floor, ceiling, walls, beams, columns etc. of the Floor/building nor remove any wall or change the position of the doors and doors and windows, increase the area of the Floor by enclosing balcony or any part thereof or to the exterior of the Floor, whether temporary or of a permanent nature. If the Vendee demolishes, punctures, and/or in any other way alters the existing walls and/ or add or in any way put up a new concrete or mason structure/partition in the Floor, which affects the stability the building, then the Vendee shall be liable to make good the cost incurred by the Vendor/Promoter and/or Association to cure the damage sustained to the building.
28. **That** the Vendee shall neither encroach upon the common areas and facilities, Stilt (Parking), passages, corridors or interfere with the amenities and services available for common use nor store any of his/her goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
29. **That** the Vendee shall not store in the Said Floor any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or common area or staircase or structure of the building or which is objected to by the other occupants or Vendor or the Association. If any damage is caused to the Floor, common areas and facilities or to the building on account of any act, negligence or default on part of the Vendee or his agents, servants, guests, or invitees, the Vendee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Vendor/Promoter or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Vendee.
30. **That** the Vendee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Floor in the common areas or any portion of the Colony.
31. **That** the Vendee shall not put up any name plate or sign board, neon sign, publicity or advertisement material within or outside the Said Floor or in the common areas or on the external façade of the building without the prior consent in writing of the Vendor/Promoter or

the Association, as the case may be, in respect of the format, type, design, size, colour, material and lettering of the said sign board, neon sign, publicity or advertisement material etc. Vendee shall not hang clothes etc. at the external façade of the building or anywhere on the exterior of the common areas or on roads. However, Vendee shall be entitled to display its own named sign plate of prescribed size only at the place designated for the said purposes.

32. **That** the Vendee shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.
33. **That** the Vendee has already executed/ shall execute Maintenance Agreement and shall be bound by the rules & regulations and also any future modifications, amendments of new agreements signed by Vendee with the Vendor or Maintenance Agency or such other agency as may be nominated/ appointed by the Vendor.
34. **That** as the share of the Vendee in the common areas and facilities is undivided and cannot be separated; the Vendee shall be obliged to use the common areas and facilities only harmoniously along with other occupants, maintenance staff, etc. without causing any inconvenience or hindrance to them. Further, it is clearly understood and agreed by the Vendee the right of Vendee to use the common areas and facilities within the said building shall always be subject to timely payment of maintenance charge.
35. **That** the Vendee shall be entitled to use exclusively the allotted Stilt car parking space only for purpose of parking car/jeep/scooter or any other light motor vehicle with the condition not to use the same for any other purpose. The Vendee agrees that the allotted Stilt car parking space shall be used together with the Said Floor and not as an independent unit and the Vendee hereby undertakes not to sell, transfer, lease, deal with reserved car parking space independent of the Said Floor. The Stilt car parking space shall not be treated as any independent unit nor shall it be alienated independently of the Said Floor. Vendee or his visitors shall park his/their vehicles only at the places designated/allotted by the Vendor.
36. **That** in the event of any misuse of the allotted Stilt car parking space or in the event of any breach of the terms and conditions of this Deed, the Vendor/Promoter or the Association will have the right/liberty to cancel the allotment of the Stilt car parking space.
37. **That** the Vendee hereby agrees to pay maintenance charges as and when applicable to the Vendor / concerned maintenance agency.

38. **That** the Vendee shall have no right, title or interest in any form or manner in the land earmarked for schools, shops, commercial premises, religious buildings, club, community centre and the buildings constructed in the Colony.
39. **That** all terms and conditions of Floor Buyer's Agreement dated _____ duly executed by and between the Parties shall continue to be binding on the Vendee. In case of conflict between the aforesaid Agreement and the present Deed, the covenants /contents of this Deed shall prevail over the above-mentioned Agreement.
40. **That** if any provision of this Deed is determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as are reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.
41. **That** the Vendee agrees and confirms that all the obligations arising under this Deed in respect of the building / independent floors/ Plot/ Colony shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the Floor for all intents and purposes and the Vendee assures to the Vendor/Promoter that the Vendee shall take sufficient steps to ensure the performance in this regard.
42. **That** the Vendee has undertaken and hereby undertakes that henceforth the Vendee shall be solely responsible and liable for violations, if any, of the provisions of law of the land and applicable rules, regulations or directions by the competent authority; and the Vendee agrees to indemnify the Vendor/Promoter for any liability or penalty in that behalf.
43. **That** the internal security of the Floor and the men/ materials therein and their safety shall be the sole responsibility of the Vendee and the Vendor/Promoter shall in no way be concerned or liable for the same.
44. **That** Vendee agrees that if there is any unutilized FAR including due to revised FAR and density norms, Vendor can raise construction over it at a later date and Vendee will have no objection to the same even after the project has been completed irrespective of the fact that possession has been handed over. Vendee gives unconditional consent to the Vendor to utilize additional FAR and population density as granted after adopting due process of law and Vendee shall have no objection or claim for any compensation for the same subject to the

condition that construction happens as per norms and approved designs and drawings. If in future any permission to raise 4th floor is granted on the Said Plot over which at this stage only 3 floors are permitted to be constructed by the competent authority, then the Vendor will be within its legal rights to raise such construction over and above the roof of 3rd floor of respective Plot and the exclusive ownership of such newly 4th floor to be constructed shall be vested with the Vendor and the present Vendee and the Vendee(s) of the other floors will have no right to object to such construction of 4th floor and further the Vendee and the Vendee(s) of the other floors will not claim any right of ownership or possession in the said newly constructed 4th floor, however, all the equipment such as water tank, antennas for televisions/ LCDs, other equipment(s) meant for internet etc. shall be shifted as it is without causing any harm or loss to said equipment at the cost of Vendor.

45. **That** subject to the provision of the Real Estate Act 2016 read with the applicable Rules framed thereunder and the DDJAY Affordable Plotted Housing Policy 2016, the Vendee shall have no objection if the Vendor makes any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold premises within the Project or the external façade and the Vendee agrees not to raise objection or make any claim on this account.
46. **That** the Vendee has understood and agrees that the building comprises of Stilt+3 floors i.e. Stilt/Ground Floor (Parking), First Floor, Second Floor and Third Floor. The owners of the respective Floors shall have the right to use balconies attached to their respective floors. The roof terrace of the Third Floor and the entrance from the main road to the respective floors as well as the Stilt, passages, lift lobby, stairs and corridors, overhead water tanks and other facilities are meant for common usage of all the floors' residents/occupants and the same shall be maintained jointly by the owners of all the floors in the building situated on Plot. The ownership rights of the roof terrace of the Third Floor shall remain/vest with the Vendor/Promoter. The Vendee has fully understood and agrees that no construction activity of any kind whatsoever shall be allowed /authorized/made /carried on top floor terrace, whether temporary or permanent.
47. **That** Vendee in his/her individual capacity as well as the prospective or existing member of the Association as the case may be, hereby confirms and agrees that subject to Section 22 of the Apartment Ownership Act, in the event of redevelopment of the said Land at any time in future on account of any force majeure events or any catastrophe or for any other reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such

redevelopment on the Land. This clause shall be applicable to the Vendee and all subsequent transferees as well.

48. **That** super built-up area of the Floor shall be the sum of carpet area of the Floor and its pro-rata share of common areas in the entire building. Super built-up area shall mean and include the covered area and balconies, inclusive of area under periphery walls, area under columns and walls, area utilized for services viz area under staircases, walls, shafts and such other common areas in the building which the Vendee shall use by sharing them with other occupants of the building including common passages, munties, lift lobby, service areas including but not limited to overhead tanks, boundary wall. Super built-up area of the floors provided with the exclusive terraces shall not include the area of such terrace in the calculation of super built-up area of respective floors. Owner of such floors shall not be entitled and permitted to cover such terraces/exclusive stilt area and shall use the same as open terrace/ exclusive parking only and in other manner whatsoever. Any construction activity carried on prohibited/restricted area shall be the subject matter of demolition with penalty.
49. **That** the Vendee shall not use the said Floor for such activities, which are likely to cause nuisance, annoyance or disturbance to other occupants/owners in the neighborhood or in the Colony/Block and/or such activities which are prohibited under any law or directive of the Government or a local Authority. The Vendee shall not to do any activity, which may be objected to by the other residents/occupants, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the building or Colony including throwing or dumping of refuse / garbage, which could be subject to fine or penalties as decided by the Vendor/Promoter or Association or Maintenance Agency.
50. **That** the building shall be insured by the Vendee jointly with other floor owners for such amount as will be equal to the cost of construction thereof for the risk as to 'destruction' due to fire and in the event of the said building including the Floor being destroyed or damaged by fire the Vendee will be entitled to the proportionate share in the insurance money paid by the insurance company. The Vendee shall also pay proportionate share in the yearly premium payable to insurance company.
51. **That** the Vendor will carry out extensive developmental/constructional activities in future in the nearby building/entire Block/Colony area over a long period. The Vendee shall have no objection to it and shall not interfere in any manner and/or make any claim on account of inconvenience, if any.

THE VENDOR DECLARES AND ASSURES THE VENDEE

- I. **That** the Said Floor hereby conveyed was its Property by virtue of **Memorandum of Agreement/Indenture Agreement** of the Vendor and its Associates and that no one else except the Vendor has rights, claims, interest and concern whatsoever in the Said Floor hereby conveyed or any part thereof.
- II. **That** the Said Floor hereby conveyed is free-hold and free from all sort of encumbrance, claims, liens, charges, legal flaws, liens, taxes, dues, demands, liabilities, notification, mortgages, court-decree and attachments etc.
- III. **That** the Vendee shall be entitled to get the Said Floor transferred and mutated in his/her/their name as owners in the records of the concerned authority on the basis of this Deed or its true copy, without any further act or consent of the Vendor. However, if the Vendee transfers the Said Floor to any third party then the transferee shall be bound by the terms and conditions of this Deed.
- IV. **That** the Vendee henceforth shall have absolute right to deal with the Said Floor in any manner including sale, transfer, gift, lease, rent or mortgage the same, without any further permission or consent of the Vendor. However, such sale, lease mortgage, transfer etc. shall be subject to the terms and conditions contained in this Deed. Further, the transferee or buyer shall be entitled to become a member of the Association in place of the Vendee and shall entitled to all the benefits and rights and be subject to all the obligations and duties as the Vendee by virtue of the rights and duties conferred upon the Vendee under this Deed.
- V. **That** it is categorically agreed by and between the parties that Vendor shall not be liable for rectification of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations in the following circumstances:
 - i. If the same has resulted due to any act, omission or negligence attributable to the Vendee or non-compliance of any Applicable Laws by the Vendee; and
 - ii. The defect that are the result of ordinary wear and tear in due course

Provided that the Vendee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the system handed over would not be responsible of the Vendor, and the Vendor shall not be liable for rectification of any defects therein.

Reference to the expression 'he', 'his', 'himself' etc. used in this Deed shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Vendee. These expressions shall be deemed

to be modified and read accordingly whenever the Vendee is a body corporate or a partnership firm. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.

Any dispute and differences arising out of or any way touching or concerning this Deed whatsoever shall be referred to arbitration to the sole Arbitrator to be appointed by the Vendor. The arbitration proceedings shall be held in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time. The decision of such Arbitrator shall be final and binding on the parties to this Deed. The venue of Arbitration shall be at Gurugram. The cost of arbitration shall be borne by the Parties equally.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seal the ____ day of _____ month & the 202____ year first above written.

Vendor/Promoter
For M/s Terra Infracon Private Limited

Date : - _____ 202__

(_____
Authorized Signatory

Vendee

(_____)

WITNESSES:

1.

2.

SCHEDULE-A

SITE LAYOUT FLOOR PLAN: 1st FLOOR/2nd FLOOR/3rd FLOOR

**“TERRA ELEGANCE INDEPENDENT RESIDENTIAL FLOOR”, Precore City
(DDJAY), SECTOR-7, BALUDA ROAD, SOHNA, DISTRICT GURUGRAM, HARYANA**

SITE PLAN OF THE FLOOR

3BHK INDEPENDENT FLOOR

PLOT NO. _____; UNIT NO. : _____ 1st FLOOR/2nd FLOOR/3rd FLOOR

CARPET AREA: _____ SQ. FT. (_____ SQ.MTRS.)
SUPER BUILT UP AREA: _____ SQ.FT. (_____ SQ.MTRS.)