

Consideration	:	Rs	
Stamp Duty	:	Rs.	
Stamp duty on	:	Rs.	No. & Date :
Stamp Details	:		
Flat/Unit No	:		
Block No.	:		
Project	:		

### **Conveyance Deed**

THIS SALE DEED, executed at Gurgaon this ..... Day of ..... 20

**BY**

M/s SILVERGLADES HOMES LLP. (CIN No. \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at \_\_\_\_\_ and its corporate office at 5th Floor, Time Square Building, Block-B, Sushant Lok, Phase-I, Gurugram (Haryana) (PAN No. \_\_\_\_\_), its Authorized Signatory **Mr. \_\_\_\_\_ (Aadhar card No. \_\_\_\_\_)**, who has been duly authorized and empowered to execute this Sale Deed vide board resolution dated \_\_\_\_\_ [Hereinafter called the **"VENDOR"** which expression shall mean and include their successors in business, representatives, nominees and permitted assigns] which expression shall mean and include their successors, representatives, and nominees and permitted assigns] **of the ONE PART**

### **IN FAVOUR OF**

**Mr \_\_\_\_\_, (Aadhar Card No. \_\_\_\_\_) s/o Sh. \_\_\_\_\_ r/o \_\_\_\_\_** [Hereinafter called the **"Vendee"** which expression shall, unless repugnant to the context thereof, mean and include his heirs, successors, legal representatives, executors, and assigns] of the **OTHER PART**.

(Hereinafter Vendor, and Vendee are collectively referred to as "Parties" and individually as "Party" as the context demands)

### **WHEREAS**

- A. The VENDOR owns land admeasuring \_\_\_\_\_ acres alongwith easement rights in \_\_\_\_\_ comprising Rectangle No \_\_\_\_ Killa Nos. \_\_\_\_\_ total \_\_\_\_\_ Kanal \_\_\_\_\_ Marla or \_\_\_\_\_ Acre situated in revenue estate of Village - Sukhrali Tehsil & District- Gurgaon (Haryana), (**hereinafter referred to as the "Project Land"**). Project mean and include the **"SILVERGLADES LEGACY Project"**;
- B. The VENDOR has, obtained licence from the Director, Town and Country Planning, Haryana (Hereinafter referred to as 'DTCP') vide Licence no. \_\_\_\_\_ of \_\_\_\_\_ dated \_\_\_\_\_ granted/ issued vide Endst \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as "Licence") for developing a Group Housing Complex in the name of **SILVERGLADES LEGACY** over the said Project Land;
- C. The VENDOR has also obtained the approval of Zonal Plan for development of the said Project Land from the DTCP for developing the said Silverglades Legacy Complex vide approval memo. No. \_\_\_\_\_ dated \_\_\_\_\_ – by virtue of which it is permissible to develop and construct the GROUP HOUSING COMPLEX on the said Project land;
- D. The Vendor will undertake all the development work and to do such acts, attars and things as may be consistent with or incidental to the main objective for the development of the said Group Housing Complex on the said Project land;
- E. The Town & Country Planning, Chandigarh, Haryana has also approved the building plans vide approval memo. No. \_\_\_\_\_ dated \_\_\_\_\_ for development and construction of the said Group Housing Project on the said Project Land;
- F. The Town & Country Planning, Chandigarh, Haryana has issued a "Occupation Certificate" vide memo. No. \_\_\_\_\_ dated \_\_\_\_\_ for residential building

**AND WHEREAS,**

- (a) The VENDEE had entered into a BUYER AGREEMENT dated \_\_\_\_\_ with the VENDOR whereby the VENDEE(S) agreed to purchase Residential Flat bearing No. \_\_\_\_\_ located in **Block** \_\_\_\_\_ on the \_\_\_\_\_ floor having Carpet Area of \_\_\_\_\_ sqft (\_\_\_\_\_ Sqmtr) & super area of \_\_\_\_\_ sq.ft (\_\_\_\_\_ sq.mtr) (hereinafter referred to a 'FLAT"/ "UNIT") in the said GROUP HOUSING COMPLEX situated in Sector 63A in revenue estate of Villages - \_\_\_\_\_, Tehsil & District- Gurgaon, Haryana (hereinafter referred sometimes to as 'SILVERGLADES LEGACY") alongwith \_\_\_\_\_ open/covered car parking space; on such terms and conditions as laid down in the said Buyer Agreement;
- (b) The VENDEE(S) has confirmed to VENDOR(S) that he/ she/ they is/ are entering into this deed with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said Group Housing Complex in general and the said building/ block in particular and is aware of the terms and conditions contained in this deed and that he/she/they has/ have clearly read and understood his/her/their rights duties, responsibilities, obligations under each and all the clauses of this deed and the obligations of VENDOR(S);

(c)  
**NOW THIS SALE DEED WITNESSETH AS FOLLOWS:**

**1.1 Consideration for Sale of FLAT/UNIT and rights thereto**

That the VENDOR hereby sells and conveys to the VENDEE(S) the said FLAT/ UNIT having Carpet Area of \_\_\_\_\_ sqft (\_\_\_\_\_ Sqmtr) & super area of \_\_\_\_\_ sq.ft (\_\_\_\_\_ sq.mtr) approx. along with \_\_\_\_\_ Car Park slot bearing no. \_\_\_\_\_

Block No.	Floor	FLAT/U NIT No.	Carpet Area (in sq.ft.)	Basic Sale Price (Rs.)

**1.2 Sale Price**

- (a) The Price of the FLAT/ UNIT ("**Sale Price**") payable to the Developer by the VENDEE(S) has been at following rates per sq. ft. for different components of the Sale Consideration

S. No.	Description	Amount in Rs.
1.	Basic Sale Price (BSP) inclusive of _____ Car Park	
2.	Infrastructure Development Charges (IDC)	
3.	Preferential Location Charges (PLC)	

4.	Additional Car Park	0.00
	<b>Total Consideration (1+2+3+4)</b>	

(b) Consideration/ sale price of the said Flat/ Unit **paid by VENDEE(s)**

That the VENDEE(S) has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) towards the SALE PRICE / total consideration of the said FLAT/UNIT to the Developer, the receipt of which is hereby acknowledged by the VENDOR(S).

- 1.3 All other areas, facilities and amenities other than specified hereinabove such as Swimming Pool, Health Club, Club Area etc., are specifically excluded from the scope of this Conveyance Deed and the VENDEE(S) shall not be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in such facilities and amenities. Such facilities and amenities are part of common facilities subject to rules and regulations as prescribed from time to time. The VENDEE(S) agrees that the ownership of such areas, facilities and amenities shall not vest solely with the VENDEE(S) and their usage and manner/ method of use shall be as per terms and conditions as applicable from time to time.

The VENDOR(S) as the owner of such areas, facilities and amenities shall have the sole right and absolute authority to deal in any manner including but not limited to creation of rights in favour of any other party by way of sale, transfer, lease or any other mode which the VENDOR and may deem fit at their sole discretion.

- 1.4 The reserved open/ covered parking space allotted to him/her for exclusive use shall be understood to be together with the FLAT/UNIT and the same shall not have independent legal entity detached from the said FLAT/UNIT. The VENDEE(S) shall not sell/ transfer/ deal with the reserved parking space independent of the said FLAT/UNIT. In case the VENDEE(S) has applied for and has been allotted an additional parking space, the same can also be transferred only to an Owner of other flats/units in the GROUP HOUSING COMPLEX and in no circumstances the additional parking space can be transferred to an outsider. The VENDEE(S) shall park his/ her vehicle in the parking space allotted to him/ her and not anywhere else in the said GROUP HOUSING COMPLEX. It is specifically made clear and the VENDEE(S) agrees that the basement and other areas in the GROUP HOUSING COMPLEX reserved for services, maintenance staff etc. shall not be used for parking his/ her vehicles. All such reserved parking spaces allotted to the occupants of the said BLOCK/ GROUP HOUSING COMPLEX shall not form part of common areas and facilities of the said FLAT/UNIT for the purpose of the declaration to be filed by the VENDOR(S) under Haryana Apartment Ownership Act, 1983, as amended. The reserved parking space allotted to the VENDEE(S) shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, and re-possession etc. of the said FLAT/UNIT under any of the provisions of this Conveyance Deed.
- 1.5 That physical and vacant possession of the said Flat has been handed over by the Vendor and the to the Vendee herein, absolutely and forever, and the Vendee acknowledges having taken over the possession of the same to its/his/her entire

satisfaction complete in all respects without any defects or deficiency of any kind whatsoever.

- 1.6 That the Vendor hereby assure, represent and covenant to the Vendee that the said Flat is free from all encumbrances, charges, liens, lis pendens, attachments, trusts, prior agreements, whatsoever or howsoever and that there is no order of attachment by the Income Tax Authorities or any other Authority under any law for the time being in force nor any notice of acquisition or requisition has been received in respect of the aforesaid Flat and the Vendor/ are absolutely and fully entitled to convey and vest the title of the said Flat/ Unit in favor of the Vendee. The Vendee has also enquired into on his/her/ their own and fully satisfied himself/itself with regard to the above and shall not make any further requisition or objection on that behalf.
- 1.7 The total Sale Price / total consideration of the said FLAT/UNIT includes the proportionate cost of fire fighting and fire safety equipment as required by the existing regulations. If, due to any subsequent legislation/ Government order, directives, guidelines or change/amendments in Fire Codes including the National Building Code or if deemed necessary by the Developer at its sole discretion, additional fire safety measures are undertaken, then the VENDEE(S) shall be solely liable and responsible to comply with the same at its cost and expense.

The VENDEE(S) shall be liable to pay any additional deposits, charges for bulk supply of electrical energy, any amount spent towards additional transformers, sub-stations or any transmission line to the said Group Housing Complex as may be demanded from time to time.

## **2. PAYMENT FOR TAXES, CESSSES BY THE VENDEE(S)**

Further the VENDEE(S) shall be liable to pay house-tax/property-tax, fire fighting tax or any other fee, cess or tax as and when levied by a Local Body or Authority and so long as the said FLAT/UNIT of the VENDEE(S) is not separately assessed to such Taxes, Fee or Cess, the same shall be paid by the VENDEE(S) in proportion to the super area of the said FLAT/UNIT to the total super area of all the Flats/Units in the said Building/said GROUP HOUSING COMPLEX. These taxes, fees, cesses etc. shall be paid by the VENDEE(S) whether levied retrospective or prospective irrespective of the fact whether the maintenance is carried out by the Vendor/ or their Nominee(s) or any other Body or Association of all or some of the VENDEE(S).

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The VENDEE(S) if resident outside India shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and Rules made hereunder, and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. Whenever there is any change in the Residential status of the VENDEE(S) subsequent to the signing of this Conveyance Deed, the VENDEE(S) agrees to intimate the same through registered post.

#### 4. PLANS & SPECIFICATIONS

The Vendee(S) has seen, reviewed and accepted plans/ typical floor plan/ site plan/ parking plan and the specifications thereof and after being fully satisfied, the Vendee(s) has accepted and consented to the same. The floor plan is annexed hereto as **Annexure-I**.

#### 5.1 Haryana Apartment Ownership Act. 1983

The VENDEE(S) has confirmed and assured the Vendor/ that he/she/it/they is/are in full agreement with the provisions of this Conveyance Deed in relation to Haryana Apartment Ownership Act, 1983, and shall comply with the provisions thereof as and when applicable and from time to time or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.

#### 5.2 Association of Owner(s).

The VENDEE(S) agrees and undertakes that the VENDEE(S) shall become a member of any RWA / Association/ society of FLAT/UNIT owners as may be formed and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Developer for this purpose as and when the association is formed.

#### 6. COMPLIANCE WITH RESPECT TO THE SAID FLAT/UNIT;

6.1 That the Vendor and the hereby assure, represent and covenant to the Vendee as hereunder:

- (a) That the Vendee shall be entitled to the following rights in common with the other occupants/owners of the other flats in the said Group Housing Complex, which shall be subject to rules and regulations made by the Vendor and/or the maintenance agency appointed by the Vendor:
  - (i) common right and liberty for the Vendee and all persons authorized or permitted by him, for all lawful purposes to use the corridors, lobbies, staircases, fire escapes and entrances and exits for ingress to and egress from the said Flat;
  - (ii) the right to sub-adjacent and lateral support and shelter and protection from the foundations, columns, girders, beams, supports, main wall and from the sides and roof of the aforesaid Flat;
- (b). That notwithstanding anything contained herein or elsewhere, it has been clearly understood and agreed to by and between the Vendor/ and the Vendee(s) that the maintenance of common areas/facilities, supervision and services to the said Group Housing Complex shall be undertaken and handled by a maintenance agency appointed/nominated by the Vendor from time to time (hereinafter referred to as the **"Maintenance Agency"**). The Vendee has hereby consented and executed the maintenance agreements.

The proportionate monthly charges, by whatever name called, shall be borne by the Vendee and the other purchasers/occupants of individual flats/units of the said Group Housing Complex area, as may be fixed/applicable from time to time. The Vendee shall be entitled to use all common passages and common facilities in connection with the use and occupation of the aforesaid Flat subject to the payment of such charges, which may be levied from time to time by the Vendor/ Maintenance Agency and subject to permission granted to the Vendee(s) by the Vendor/ Maintenance Agency in this regard..

6.2 That the Vendee has specifically and unambiguously agreed that the sale shall be subject to various restrictions, limitations, etc. The Parties herein have mutually agreed that:

- (a) the entire plot of land on which the said Group Housing Complex and Residential Building is constructed, the superstructure constructed thereon and infra-structural facilities provided therein shall remain under the possession, control and management of the Vendor and/or the Maintenance Agency (nominated or appointed by the Vendor) and the owner/occupants of the individual flats/portions/spaces shall be bound by the rules and regulations made by the Maintenance Agency for the better enjoyment of the said Group Housing Complex and a separate maintenance agreement has been executed between the Vendee and the Vendor and/or the Maintenance Agency in this regard. The said maintenance agreement shall, inter alia, exhaustively define the scope of maintenance of various services and facilities and the charges payable by the Vendee in respect thereof;
- (b) save and except the said Flat/ Unit, the Vendee shall have no claim, right, title or interest of any nature or kind over or in respect of all or any open spaces, common areas/facilities/equipment/infra-structure, lobbies, staircases, lifts, terrace-roof (which shall remain the exclusive property of the Vendor). However the Vendee shall have right to enjoy mere the use of the open spaces, common areas/facilities/equipment/infra-structure, lobbies, staircases, lifts, without claiming any other right thereon;
- (c) the Vendor shall always have the right to make additions, raise storeys or put upon additional structures on the said total project land and in the said Group Housing Complex Project, as may be permitted by the competent authorities and such additional space/areas/structures/storeys shall be property of the Vendor , who shall have unfettered rights inter-alia to dispose off all or any part thereof, without any interference from the other party (individually) or collectively by one or more purchaser(s)/occupant(s) of the other flats/units in the aforesaid Residential Building;
- (d) The Vendee shall use car parking space (provided with the aforesaid Flat) only for the purpose of parking a vehicle (Car) and for no other purpose and shall not make any construction on the space provided for car parking or create obstruction of any kind in or around the car parking space, which may hinder the movements of the vehicles. The Maintenance Agency shall have the right to change the location of the facility for car parking at any time provided that the car parking space is not reduced and is within the premises

of the said Group Housing Complex. Further, it is clarified that the Vendee shall not be entitled to use or encroach upon the car parking space not provided/allocated to it or to park its vehicle at any other area within the Residential Building. However, the Vendee will be exclusively entitled to use the car parking space (if provided with the aforesaid Flat) without any interruption, hindrance on the part of Vendor and/or the ;

- (e) the Vendee shall use and enjoy the said Flat/ Unit for permitted/lawful purposes only and not to carry on or permit to be carried on the said Flat/ Unit or in any part thereof any activities which shall be or are likely to be in contravention to the statutory bye laws, rules and regulations, or unlawful, obnoxious or of nuisance, annoyance or disturbance to other occupants of the building or store any goods of hazardous or combustible nature or which are heavy so as to affect the construction or the structure of the said said Group Housing Complex/ building or any part thereof or in any manner interfere for common use;
- (f) at the time of renovating, refurnishing, decoration, installing any equipment, furniture, machinery, partition, false ceiling, etc., as also for using said Flat/ Unit, the Vendee (or their nominee/tenants) shall absolutely regard the fire safety laws, and all other rules and procedure in its letter and spirit. The Vendee (or their nominee/tenants) shall be bound to take a prior permission in writing from the Vendor / Maintenance Agency, Fire Department and any other concerned authorities/department, before undertaking any such job;
- (g) The Vendor shall be entitled to connect the electric, water, sanitary, power backup, air conditioning and drainage fittings on the additional structure(s)/storey(s) with the existing electric, water, sanitary, generator based power back up, air conditioning and drainage sources. Further, the terrace of the said Group Housing Complex/ building including the parapet walls, shall always be the property of the Vendor and the agreements with the Vendee and/or with the other vendees/buyers/purchasers of the flats in the said building shall be subject to the aforesaid rights of the Vendor, who shall be entitled to construct and use the said terrace and the parapet walls for all purposes including, but not limited to, the display of advertisements and sign boards or open air restaurant and the Vendor shall always have the right of easement to roof, parapet walls;
- (h) the Vendor and/or Maintenance Agency shall have the right to insure and keep insured the structure of the said Group Housing Complex/ building against such risks as the Vendor and/or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the Vendee in proportion to the area of the said Flat purchased by him vis-à-vis premium payable by the Vendor and/or Maintenance Agency for the building. The contents, fixtures and fittings installed in the said Flat/ Unit shall, however, be got insured by the Vendee/occupier at its own cost;
- (i) the Vendee or anyone claiming under or through Vendee shall not decorate the exterior of the said Flat/ Unit otherwise than in the manner agreed to with the Vendor /Maintenance Agency or in the manner as similar as may be in



which the same was previously decorated; close the verandahs or lounges or balconies or common passage or common corridors even if a particular floor(s) is occupied by the same party/Vendee, make any alterations in any elevation and outside color scheme of the exposed walls of the verandah lounge or any external walls or both the faces of external doors and windows of the said Flat/ Unit which in the opinion of the Vendor and/or Maintenance Agency differ from the color scheme of the building;

- (j) The building shall always be known as "SILVERGLADES LEGACY " and shall never be changed by Vendee and/or jointly by the vendee/owner of the other flats in the said Group Housing Complex/ Building;
- (k) the Vendee (or its nominee/tenants) shall not display or be permitted to display name and address of the occupant of the aforesaid Flat at any place(s), other than as may be permitted by the Maintenance Agency and not to put up any name or sign board, publicity or advertisement material on the external facet of the building or anywhere in the common areas without the prior approval of the Maintenance Agency in writing. All advertising rights in the entire building including the right to use of terrace and roof and/or below/outside the boundary wall of the said building, its peripheries exclusively vest with the Vendor and/or the Maintenance Agency;
- (l) the Vendee hereby covenants to keep and maintain the said Flat/Unit, periphery walls, partition walls and sewers, drains, pipes and appurtenances thereto or belonging thereto in the same good tenantable repair, state, order and condition in which it has been delivered to the Vendee and in particular, so as to support, shelter and protect all parts of the building other than the said Flat/ Unit;
- (m) the Vendee shall not let, sub-let, underlet, assign, lease, transfer, part with or in any way encumber the said Flat/ Unit till all dues, of any nature whatsoever, owing to the Vendor/Maintenance Agency or payable hereunder are fully paid before any of the above right is exercised and the Vendee obtains a no-dues certificate from the Vendor/Maintenance Agency for this purpose, which no-due certificate shall not be unreasonably withheld;
- (n) nothing contained in these presents shall, however, be construed to confer upon the Vendee the rights, title or interest to grant, lease, demise or assign in the said total project land upon which the said Group Housing Complex/ Building is constructed or in the rest of the building, except the aforesaid Flat and the proportionate, undivided, impartible rights relating thereto in the land underneath;
- (o) all the transferees of the Vendee's interest in the said Flat/ Unit hereby being sold shall always be bound by the terms and conditions of this Conveyance Deed/ Sale Deed and shall adhere and conform to the provisions of the Maintenance Agreement executed by the Vendee;
- (p) furthermore, if the Vendee defaults in making payment of the amount due and payable as above for its proportionate share of the maintenance charges, its

share of proportionate charges for the sinking fund (if any) to provide for replacements in the said building, then the Vendor shall, after giving Seven (7) working days notice, be entitled to lock-up/stop/disconnect/discontinue any or all the facilities/services to the aforesaid Flat, till such time that all the above dues are paid in full. The Vendee has also agreed that in the event of the Vendee failing to pay any dues to the Vendor or its nominated Maintenance Agency as may become payable by the Vendee to the Vendor at any time, the Vendor shall have the first claim and charge on the said Flat/ Unit hereby sold/ conveyed.

This right of the Vendor shall be apart from the right to recover the charges with minimum interest of 24% p.a. from the Vendee and/or from the occupier of the said Flat/ Unit from out of the rent payable to the Vendee through the process of court or otherwise. Besides the Vendee undertakes to pay caution money/security deposit for payment of common outgoing/maintenance charges/sinking fund charges. Such deposit money will not bear any interest;

- (q) if there is any additional levy, rate or charge of any kind attributable to the said Group Housing Complex/ Building known as "SILVERGLADES LEGACY " as a consequence of Government, Statutory or any other Local Authority(ies) orders, the same, if applicable, shall also be paid by the Vendee on pro-rata basis;
- (r) At present the fire safety measures at the said Group Housing Complex/ Building have been provided as per the existing fire safety code/regulations. If, however, due to any subsequent legislation(s), Government Regulation, Order or directive(s) or guidelines or if deemed necessary by the Vendor, any further fire safety measures are to be undertaken due to additional requirement imposed by the concerned authorities or for the better and/or more purposeful enjoyment of the said said Group Housing Complex/ Building, proportionate additional cost in respect thereof shall also be payable on demand by the Vendee;
- (s) The said Flat/ Unit is a part of and located in the building complex known as "SILVERGLADES LEGACY". It is in the interest of the Vendee, occupants, owners of different spaces in the building complex that the entry to the building complex be regulated and some safeguard be provided to prevent entry of unauthorized persons in the building complex, including the common areas and to give an effective hand to the Vendor or the Maintenance Agency appointed by the Vendor to deal with such unlawful entrants/loiters/peddlers, etc., and also to enable the Vendor or the Maintenance Agency appointed by the Vendor in particular and the Vendee and/or occupants/owners of the various spaces in general, to deal more effectively with the security of the said Group Housing Complex/ Building and maintenance of order therein. For this purpose, the Vendee agrees that the Vendor or the Maintenance Agency appointed by the Vendor shall be free to resist the entry at the outer gate itself. In case of insistence, the security staff will be at liberty to call upon the Vendee/occupants/lawful owners to the gate and personally escort the person(s) from the gate to its office space/premises/said Flat and assume the responsibility of escorting them out as well. It is, however, clarified that during

office hours, this restriction will be exercised only sparingly but beyond office working hours it will be exercised generally. The provision of this clause, will not cast any liability of any kind upon the Vendor or Maintenance Agency appointed by the Vendor. The cost of providing security services shall, however, be part of the maintenance charges;

- (t) It is expressly understood that the internal security of the said Flat/ Unit and the men/materials kept therein and their safety shall be the sole responsibility of the Vendee and the Vendor shall in no way be concerned or liable for the same.
  - (u). the proportionate amount of the external development charges (hereinafter referred to as the “**EDC**”) levied by DTCP till the date of issue of license are included in the consideration for the Flat/ Unit and has been paid by the Vendee. Any increase in the EDC levied, by whatever name called or in whatever form and with all such conditions imposed by Haryana Government and/or any competent authority (ies) shall be borne and paid by the Vendee in proportion to the super area of the said Flat/ Unit in the said Group Housing Complex/ Building.
- 7. That subject to the Vendee observing and performing the terms and covenants contained herein, the Vendee shall have the absolute right to hold, use and enjoy the said Flat/ Unit hereby sold in any manner without interruption or hindrance whatsoever from the Vendor or any person or persons claiming under, for or on its behalf.
  - 8. That the Vendee may assign, transfer, lease or part with the possession of the said Flat hereby sold with the prior consent of the Vendor in writing, which consent shall not be unreasonably withheld. In such an event, it shall be the responsibility of the Vendee to continue to pay any charges pertaining to the said Flat or whatsoever nature payable under this Sale Deed. The Vendee shall also not sub-divide the said Flat/ Unit in parts without the prior written consent of the competent authority/ Vendor.
  - 9. That the Vendee can get the said Flat/ Unit transferred and mutated in its own name as owner in the revenue records or of any other concerned authority after execution and registration of this Conveyance Deed/ Sale Deed without any further act or consent of the Vendor and/or the Vendor.
  - 10. That the Vendor shall indemnify and keep indemnified the Vendee from and against all demands, claim, losses, expense that may be made against or be suffered by the Vendee arising on account of any defect in the title of the total project land/ project land on which the said Group Housing Complex/ Building is constructed or any defect in the said Flat/ Unit or Building or any rights relating thereto or in case any third person makes any lawful claim in respect of the said Flat/ Unit or any rights relating thereto.

11. The Vendee has verified from the Vendor//concerned authorities and Vendor/ have allowed the Vendee inspection of the plot of land as detailed in First Schedule, building and the building plans, no-objection certificates from the Fire Department, Airport Authority of India and the Completion Certificate from DTCP, Haryana at Chandigarh, the sale deeds, Collaboration Agreement, and notwithstanding anything to the contrary stated and represented herein or elsewhere the Vendee is satisfied with regard to the right, title, interest, competency and authority of the Vendor/ to enter into this Conveyance Deed/ Sale Deed/transaction.

**12. COMPLIANCE OF LAWS, NOTIFICATIONS, HOUSE RULES ETC. BY VENDEE(S).**

(a) The Vendee(s) has requested for execution of Conveyance Deed the Flat/Unit with the full knowledge of all laws, rules, regulations, and notifications applicable to the said Group Housing Complex/ Building/ Block in general and this Group Housing Complex/ Building in particular. That the Vendee(s) hereby undertakes that he/ she shall comply with and carry out, from time to all the requirements, requisitions, demands and repairs which are required to be complied with by any Development Authority/ Municipal Authority/ Government or any other Competent Authority in respect of the said Flat/Unit and said Group Housing Complex/ Building and/or the said total project land/ project land on which the said Group Housing Complex/ Building is situated at his/ her own cost and keep the Vendor(s) indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

(b) That the Vendee(s) if residing outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA) 1999, RBI Act and Rules / Guidelines made/issued hereunder and all other applicable laws including that of remittance of payment, acquisition/ sale /transfer of immovable properties in India. The Vendee(s) understands and agrees that in the event of any failure on his / her/their part to comply with the prevailing exchange control guidelines issued by the RBI he/she/they shall be liable for any action under the FEMA as amended from time to time. The Vendee(s) shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the Residential status of the Vendee(s) subsequent to the signing of this Conveyance Deed it shall be sole responsibility of the Vendee(s) to intimate the same in writing to the Vendor immediately.

(c) The Vendee(s) acknowledges and agrees to abide by and comply with the House Rules or such rules and notifications issued from time to time by the Vendor(s) or the Maintenance Agency in the interests of the upkeep, cleanliness, security, Flat/Unit, etiquettes and maintenance of the said Group Housing Complex/ Building and in order to ensure that all other allottees/ transferees/ occupants in the said Group Housing Complex/ Building are able to occupy, use and enjoy their respective Flat(s)/Unit(s).

**13. ALTERATIONS OF UNSOLD Flat(s)/Unit(s)**

The Vendor shall have right, without approval of Vendee(s) hereto and other allottees/ transferees/ occupants in the said Group Housing Complex/ Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Flat(s)/Unit(s) in the said Group Housing Complex/ Building and the Vendee(s) hereby agrees not to raise objections or make any claims on this account.

**14. RIGHT OF THE VENDOR TO MAKE ADDITIONAL CONSTRUCTIONS**

The Vendee(s) has agreed and authorized that the Vendor shall have the right to make additions to or put up additional structures in/ upon the said Block or anywhere in the said Project Land/ Total Project Land and in the said Group Housing Complex/ Building as may be permitted by the competent authorities and such additional structures shall be the sole property of the Vendor which the VENDOR shall be entitled to dispose of in any way it chooses without any interference on the part of the Vendee(s).

The Vendee(s) has agreed that the Vendor at its cost shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/ stories with the existing electric, water, sanitary and drainage fittings on the additional structures. The Vendee(s) has further agreed that he/ she shall after taking possession of the said FLAT/UNIT or at any time thereafter, not object to the VENDOR constructing or continuing with the construction of the other building(s)/ blocks inside and/ or outside/ adjacent to the said Project Land/ Total Project Land and the said Group Housing Complex/ Building or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Developer / Maintenance Agency for any reason whatsoever.

15. That the stamp duty, registration fee, and other legal and miscellaneous expenses for registration of this Conveyance Deed/ Sale Deed has been borne and paid by the Vendee.

**16. LAWS OF INDIA**

That the rights and obligations of the parties under or arising out of this deed shall be construed and enforced in accordance with the laws of India.

**IN WITNESS WHEREOF** the parties, Vendor, and Vendee, hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures in the presence of the under-noted witnesses:

<p><b><i>VENDOR</i></b></p> <p><b>‘M/s SILVERGLADES HOMES LLP.’</b></p> <p><b>(Authorized Signatories)</b></p>	<p><b><i>‘VENDEE</i></b></p> <p><b>(_____)</b></p>
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*Witnesses:*

- 1.
- 2.

## **ANNEXURE-I**

### **DESCRIPTION & FLOOR PLAN OF THE FLAT/ UNIT BEING CONVEYED HERETO**

A residential flat bearing no \_\_\_\_ **Block** \_\_\_\_ admeasuring Carpet area of \_\_\_\_\_ sqft & super built up area of \_\_\_\_\_ sq. ft. on the \_\_\_\_\_ floor in Block \_\_\_\_ in the said multi storeyed residential complex known as “Silverglades Legacy ” as described in the First Schedule hereinabove, situated on as “Silverglades Legacy Complex , Sector 63A, Gurgaon, Haryana , along-with proportionate, undivided, impartible share and interest in the free hold plot of land on which the “Silverglades Legacy ” is constructed together with the common right to use the open area, common areas and common amenities and facilities to be provided in the said Residential Building along-with the exclusive right to use \_\_\_\_\_ (\_\_\_\_\_) no. of reserved car parking space no. \_\_\_\_ in the basement/surface of the said Residential Building and all manner of rights, privileges, easements, advantages and appurtenances whatsoever to the said Flat. The said Flat is indicated in the attached Floor Plan

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