

## CONVEYANCE DEED

- |                                    |   |  |
|------------------------------------|---|--|
| 1. Type of Deed                    | : | Conveyance Deed  |
| 2. Unit No                         | : | _____  |
| 3. Project                         | : | <b>JMS Group Silver Living,</b><br>situated at Sector 95, Gurugram,<br>Haryana |
| 4. Type of Property                | : | Residential  |
| 5. Carpet Area                     | : | _____sq. ft.(____sq meter)   |
| 6. Transaction Value/Consideration | : | Rs. _____  |
| 7. Stamp Duty                      | : | Rs. _____  |
| 8. Stamp Certificate No. / Date    | : | _____  |

THIS CONVEYANCE DEED is made and executed at Gurugram, Haryana, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**BY**

**M/s. JMS Infra Realty Pvt. Ltd., (CIN- U45209DL2019PTC435703) (PAN AAECJ6308F)** a Company incorporated under the Companies Act, 1956, having its registered office at H. No. 1000, P. No. 51, Village Dichoan Kalan, New Delhi, South West Delhi-110043, Delhi and Corporate office at 07th Floor, North Tower, M3M Tee Point, Sector-65, Gurugram, Haryana, is in possession of land and is recorded & absolute owner and is sufficiently entitled to the land comprised in Rect. No. 78 Kila No. 5/3 (0-11), Rect. No. 79 Kila No. 10/2(6-2), 9/2 (3-15), 12 (7-18) Total admeasuring 18 Kanal-6 Marla or 2.2875 Acres, situated in the revenue estate of Village Wazirpur, Sector-95, Gurugram, Haryana vide vide sale deed(s) dated 30-11-2023 registered as documents No 8469 at the office of the Sub-Registrar/Zamabandi records for the year and Mutation No.3431 (hereinafter referred to as the "**said Land**"). acting through its duly constituted and authorized signatory, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "**VENDOR/LAND OWNER/PROMOTER**" which expression unless repugnant to the subject or context shall mean and include its successors-in-interest, nominees, assigns and all those claiming through it, party of the **FIRST PART.**

**IN FAVOUR OF**

Mr./Mrs./Ms. \_\_\_\_\_ S/o/W/o/D/o \_\_\_\_\_ R/o \_\_\_\_\_ hereinafter referred to as the "**VENDEE**", which expression shall unless repugnant to the subject or the context, mean and include her successors-in-interest, heirs, nominees, assigns and all those claiming through herself.

**WHEREAS** The VENDOR/LAND OWNER/PROMOTER is fully entitled to seized and possessed of "said land" measuring 2.2875 Acres (18 Kanal 6 Marla) situated in revenue estate of Village Wazirpur (Sector 95) Tehsil Harsaru, District Gurugram, Haryana to make constructions thereon, to enter into agreements to sell and to sell whole or in part of the land with or without construction, to realize sale price, to give receipts and to get such sales registered etc..

**AND WHEREAS** the Director General Town & Country Planning, Haryana, Chandigarh (DGTCP) has granted the License No 80 of 2024 dated 10-07-2024 in favor of VENDOR/LAND OWNER/PROMOTER ie M/s JMS Infra Realty Pvt. Ltd. herein in this conveyance deed for setting up a colony/Project under Retirement Housing Policy dated 17-08-2021 over an area measuring 2.2875 acres in the revenue estate of Village Wazirpur, Sector 95, Gurugram, Haryana;

**AND WHEREAS** the VENDOR/LAND OWNER/PROMOTER was fully entitled to construct the aforesaid colony/Project under Retirement Housing Policy dated 17-08-2021 consisting of Residential Units/Apartments etc. and services in accordance with the demarcation-cum-layout plan, zoning plan, Building Plans etc. as approved by the Director General, Town & Country Planning Department, Govt. of Haryana, Chandigarh:

**AND WHEREAS** the VENDOR/LAND OWNER/PROMOTER got the plans approved from the appropriate authority for the development/construction of the said land/project/colony under retirement housing policy dated 17-08-2021. named and styled as "**JMS Group Silver Living**" situated at Sector 95, Gurugram, Haryana and is hereafter referred as the "**said project**".

**AND WHEREAS** the VENDOR/LAND OWNER/PROMOTER got registration of the said Project under the Provision of Real Estate (Regulation and Development) Act, 2016 and rules made their under with the Haryana State Real Estate Regulatory Authority) at Gurugram on \_\_\_\_\_ vide registration No. \_\_\_\_\_ of \_\_\_\_\_ and also got the Completion Certificate/Part completion certificate/Occupation Certificate/Part Occupation certificate(as the case may be) of the Project/Building/Unit \_\_\_\_\_ on \_\_\_\_\_ (**Annexed as Annexure-A**).

**AND WHEREAS** the VENDEE has verified from the VENDOR/LAND OWNER/PROMOTER/concerned authorities that the said Project and the Building/Unit has been constructed after grant of all necessary permissions, NoCs, sanctions, and approvals of the concerned authorities and in accordance therewith and have allowed the VENDEE inspection of the said Project, zoning plans, Building Plans, no-objection certificates from various departments including but not limited to forest department Fire Department, Airport Authority of India(as applicable) and the Completion Certificate/Part Completion certificate/Occupation certificate/Part Occupation certificate (as the case may be) from Municipal Committee Gurugram/concerned authority/DTCP Haryana, the documents by virtue of which the VENDORS became owner of the said land and notwithstanding anything to the contrary stated and represented herein or elsewhere, the VENDEE is fully satisfied with regard to the right, title, competency and authority of the VENDOR/LAND OWNER/PROMOTER to enter into this deed/transaction.

**AND WHEREAS** the VENDOR/LAND OWNER/PROMOTER had nominated the VENDEE herein as the purchaser in respect of residential built-up Unit(Apartment) no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, on \_\_\_\_\_ floor, in tower/block/building no. \_\_\_\_\_ ("**Building**") along with proportionate, undivided impartible share and interest in the said free hold plot of land on which the said Building is constructed (in proportion to the area of the said Unit constructed and to be conveyed to the VENDEE) and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Unit**"), together with the right to use the open area, common areas and common amenities and facilities to be provided in the said Project "JMS Group Silver Living" alongwith all manner of rights, privileges, easements, advantages, appendages and appurtenances whatsoever to the said Unit, and the VENDOR/LAND OWNER/PROMOTER hereby agree to accept the VENDEE herein as the purchaser of the said Unit and the VENDOR/LAND OWNER/PROMOTER hereby agrees to execute and register this conveyance deed in favour of the VENDEE and vest the title thereof.

**AND WHEREAS** the VENDOR/LAND OWNER/PROMOTER herein agrees that all payments have been made by the VENDEE in respect of the cost of the said Unit.

**AND WHEREAS** now this Conveyance Deed is being executed by the VENDOR/LAND OWNER/PROMOTER in favour of the VENDEE on the following terms & conditions:

**NOW THIS CONVEYANCE DEED WITNESSETH AS FOLLOWS:**

1. In consideration for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) already paid by the VENDEE, the VENDOR/LAND OWNER/PROMOTER hereby sell, transfer and convey the said residential built-up Unit (Apartment) no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, on \_\_\_\_\_ floor, in tower/block/building no. \_\_\_\_\_ ("**Building**") along with proportionate, undivided impartible share and interest in the said free hold plot of land on which the said Building is constructed (in proportion to the area of the said Unit constructed and to be conveyed to the VENDEE) and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Unit**"), together with the right to use the open area, common areas and common amenities and facilities subject to the terms and conditions contained herein and to the applicable laws, Rules and Regulations and all rights, privileges, easements, advantages, appendages and appurtenances whatsoever to the said Unit and to hold, possess and enjoy the said Unit, free from all encumbrances, charges, liens, lispendens, attachments, whatsoever or howsoever.
2. The VENDOR/LAND OWNER/PROMOTER hereby confirm the receipt of the total sale consideration in respect of the said Unit and that there is nothing due from the VENDEE towards the sale consideration in respect of the said Unit.
3. That the physical possession of the said Unit has been handed over by the VENDOR/LAND OWNER/PROMOTER and the VENDEE has taken over the possession of the same to his entire satisfaction.
4. That the VENDOR/LAND OWNER/PROMOTER hereby assure, represent and covenant with the VENDEE that the said Unit is free from all encumbrances, charges, liens, lispendens, 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 said Unit and the VENDOR/LAND OWNER/PROMOTER is absolutely and fully entitled to convey and vest the title of the said Unit in favour of the VENDEE.
5. That the VENDEE has taken over the photocopies of all the relevant documents relating to the said Unit.
6. That the VENDOR/LAND OWNER/PROMOTER hereby assure, represent and covenant with the VENDEE as follows: -
  - a) That the VENDEE shall be entitled to the following rights in common with other occupants/owners of other units/Apartments in the said Project, which shall be subject to rules and regulations made by the VENDOR/LAND OWNER/PROMOTER and/or OWNERS ASSOCIATION and/or the Maintenance Agency appointed by the VENDOR/LAND OWNER/PROMOTER: -
  - b) Common right and liabilities for the VENDEE and all persons authorized or permitted by him, for all lawful purposes to use the corridors, lobbies,

staircases, stairways, fire escapes, entrances and exits of the said Project subject to regular payment of maintenance charges.

- c) The general all apparatus and installation existing for common use subject to payment of maintenance charges.
- d) The common right to use the fire-fighting system, glazing system and all other parts of the said project necessary or convenient for the use of the VENDEE subject to payment of maintenance charges.
- e) That notwithstanding anything contained herein or elsewhere, it has been clearly understood and agreed by and between the parties, that the maintenance of common areas/facilities, supervision and services to the said project/building shall be undertaken and handled by a Maintenance Agency appointed by the VENDOR/LAND OWNER/PROMOTER and/or Condominium Association formed by the Unit/Apartment Owners of the said project (herein before and after referred to as “**the Association**”) to which the VENDEE undertakes to become a member. The VENDEE hereby gives its consent to execute such maintenance agreement, as approved by the VENDOR/LAND OWNER/PROMOTER and/or the Association, or any modifications thereof. The proportionate monthly charges by whatever names called shall be applicable to all the units/Apartments in the said project irrespective of the fact whether the Unit is locked or not in use and borne & paid by the VENDEE and/or the purchasers/ occupants of individual units of area, as may be fixed/applicable from time to time. That the VENDEE shall be entitled to use all common passages and common facilities in connection with the use and occupation of the said Unit, subject to the payment of such charges, which may be levied from time to time by the Maintenance Agency / Association to be appointed by the VENDOR/LAND OWNER/PROMOTER.

7. The VENDEE has agreed that the sale shall be subject to various restrictions, limitations etc. as stated hereinafter. The parties have mutually agreed that:
- The VENDEE shall not object to any construction taking place in the said project by the VENDOR/LAND OWNER/PROMOTER, which if done shall be the exclusive property of the VENDOR/LAND OWNER/PROMOTER.
  - The entire Project, the superstructure constructed thereon and infrastructural facilities provided therein shall belong to and remain under the possession, control and management of the VENDOR/LAND OWNER/PROMOTER or the Association and/or the Maintenance Agency (nominated or appointed by the PROMOTER or the Association) and the owner/occupants of individual Units/ portions/spaces shall be bound by the rules and regulations made by the Association and/or Maintenance Agency for the better enjoyment of the said project and a separate Maintenance Agreement shall be executed between the VENDEE and the Maintenance Agency and/or the Association 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 and shall be fully binding upon the VENDEE. The Maintenance Agreement shall be read as part of this Deed.

- Save and except as stipulated herein, 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/equipment, infra-structure, However, the VENDEE shall have the right to enjoy the benefits of the open spaces, common areas/ facilities/ equipment/ infrastructure for the use by the VENDEE or its tenants subject to the terms of the Agreement. the VENDEE shall have no claim, right, title or interest of any nature or kind over or in respect of roof/terrace of the building and any type of structure/construction, either permanent or temporary as per building by laws, in future, will not be allowed to the Vendee and the Vendee will also not restrict the access to the roof/terrace.
- To use the said Unit for permitted/lawful purposes only and not to carry on or permit to be carried on the said 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 regulation, or unlawful, obnoxious or of nuisance, annoyance or disturbance to other occupants of the said Project or store any goods of hazardous or combustible nature or which are heavy so as to affect the construction or the structure of the said Project/Building or any part thereof or in any manner interfere for common use.
- At the time of renovating, refurnishing, decoration, installing any equipment, furniture, machinery, partition, false ceiling etc. as also for using said Unit, full regard shall be given by the VENDEE (or its nominee/tenant) to fire safety laws, Rules & Procedure applicable to said project/building in letter & spirit.
- The VENDEE (or their nominee/tenants) shall be bound to undertake any such job, take the necessary permission and approvals from the fire department and other concerned authorities/department, if so required.
- That the VENDEE undertakes not to object or in any manner disrupt holding of any activity, promotional or otherwise, and/or sales and/or any other activity in the common areas as may be desired by the VENDOR/LAND OWNER/PROMOTER for which purpose they may also charge money or lease out the common areas with only one limitation that the entry to the VENDEE'S Unit shall at no point of time be obstructed and beyond which the VENDEE shall under no circumstances raise any objection.
- The VENDOR/LAND OWNER/PROMOTER and/or the Association and/or the Maintenance Agency shall have the right to insure and keep insured the structure of the said building/project against such risks as the Association/ PROMOTER/ Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the VENDEE in proportion to the area of said Unit purchased by him vis-à-vis the premium payable by the PROMOTER / Association / Maintenance Agency for the said project. The contents, fixtures and fittings installed in the said Unit shall, however, be got insured by the VENDEE/occupier at its own cost.
- The said Project shall be known as "JMS Group Silver Living" and shall never be changed by the VENDEE and/or jointly by the VENDEE/ Owner of other Units in the said Project.

- The VENDEE shall not let, sub-let, underlet, assign, lease, transfer, part with or in any way encumber the said Unit till all dues of whatsoever nature owing to the PROMOTER/ Association/Maintenance Agency and/or payable hereunder are fully paid up before any of the above right is exercised and the VENDEE obtains a no-dues certificate from the PROMOTER/Association / Maintenance Agency for this purpose, which no-dues certificate shall not be unreasonably withheld.
- All the transferees of the VENDEE'S interest (all those claiming through the VENDEE) in the said Unit hereby being sold shall always be bound by the terms and conditions of this Deed.
- If the VENDEE defaults in making payment of the amounts due and payable as above its share of proportionate charges of the maintenance charges, its share of proportionate charges for the sinking fund to provide for replacements in the said Project, then the Association/Maintenance Agency/ PROMOTER shall, after giving 10 (ten) working days notice, be entitled to lock-up/stop/ disconnect/discontinue any or all the facilities/ services to the said Unit, till such time that all the above dues are paid in full. This right of the PROMOTER/ Maintenance Agency / Association shall be apart from the right to recover the charges with minimum interest @ 24% P.A. from the VENDEE and/or from the occupier of the said 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.
- That if, there is any additional levy, rate or charge of any kind attributable to the said Unit as a consequence of Government, Statutory or any other Local Authority orders, the same, if applicable, shall also be paid by the VENDEE on pro-rata basis.
- That at present the fire safety measures at the said Project have been provided as per the existing Fire Safety Code/ Regulations. If, however, due to any subsequent legislation, government regulation, order or directive or guidelines, or if deemed necessary by the VENDOR/LAND OWNER/PROMOTER, 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 Project, proportionate additional cost in respect thereof shall also be payable on demand by the VENDEE.
- That the said Unit is a part of the said Project. It is in the interest of the VENDEE, occupants, owners of different spaces in the said Project that the entry to the said Project be regulated and some safeguard be provided to prevent entry of unauthorized person(s) in the said Project, including the common areas and to give an effective hand to the PROMOTER and/or the Association and/or the Maintenance Agency to deal with such unlawful entrants/loiters/peddlers, etc. and also to enable the PROMOTER and/or the Maintenance Agency appointed by the PROMOTER and/or Association 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 Project and maintenance of order therein. For this purpose, the VENDEE agrees that the Association or PROMOTER or the maintenance agency appointed by the PROMOTER and/or by the Association shall be free to restrict 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 Unit and assume the responsibility of escorting them out as well. It is, however, clarified that during working hours, this restriction will be exercised only sparingly but beyond working hours it will be exercised generally. The provision of this clause will not cause any liability of any kind upon the PROMOTER and/or the Association or the maintenance agency. The cost of providing security services shall, however, be part of the maintenance charges.

- That it is expressly understood that the internal security of the said Unit and the men/materials kept therein and their safety shall be the sole responsibility of the VENDEE, and the PROMOTER / Association / Maintenance Agency shall in no way be concerned or liable for the same.
8. That the VENDEE shall strictly abide by the term and conditions of the maintenance and any unpaid maintenance shall form first charge on the said premises/Unit.
  9. That the VENDEE shall abide by the bye-laws of the Condominium Association and that the VENDEE hereby undertakes NOT TO:
    - a) Use the said Unit or permit the same to be used for any purpose other than the purpose sanctioned by the authorities concerned or use for any purpose, which may or is likely to cause nuisance or annoyance to the occupiers/ owners of the other portions/spaces/Units of the said Project.
    - b) Use the said Unit for any illegal or immoral purposes.
    - c) Store in the said Unit any goods of hazardous or combustible nature.
    - d) Do or suffer anything to be done in or about the said Unit/premises/building which tend to cause damage to any flooring or ceiling or any Units/premises above, below or adjacent to the said Unit or in any manner interfere with the use thereof or of spaces/portions, passages or amenities available for common use, or in any way affect the environment of common facilities like lights, roads etc.
    - e) Make any encroachment or obstructions in common areas/ facilities/services or cause hindrance in the use and enjoyment of any or all-common areas/facilities services/communication areas of the said Project.
    - f) Make noise pollution by use of loud-speakers or otherwise and/or throw away or accumulate rubbish, dust, rages, garbage or refuse anywhere save and except at areas/places specifically earmarked for the purpose in the said Project.
    - g) Use the common parts of the said project by keeping/chaining pets dog, birds or for storage of articles, motor cycles etc. and not to block the common areas/parts of the said Project in any manner whatsoever.
    - h) Keep the battery, invertors/petro kerosene generators, flowers vessels, air conditioners/ coolers etc. either in the common area, or the entrance or road or parking places etc.



- i) Use the said Unit for any activity commercial or otherwise, except for purposes only.
  - j) Store in the said Unit heavy goods, which may affect the construction and structure of the said Unit/building or the said Project.
  - k) That the VENDEE shall comply with and carry out from time to time in respect of the said Unit all the requirements, requisitions, demands and repairs which are required to be complied with by the Director, Town and Country Planning, Chandigarh, Haryana Urban Development Authority, Municipal Authority, Government or any other competent authority/local bodies in respect of the said Unit and the said Project and land (s) on which the said Project is standing at his own cost and keep the VENDOR/LAND OWNER/PROMOTER indemnified regarding the same.
10. That the proprietary rights of all the common areas including the roads, common passages, capital equipments like, generators, boring pumps, parking place, motor rooms etc. are vested in the PROMOTER or Association and shall be governed by the rules made from time to time for proper maintenance thereof.
  11. That the VENDEE agrees and binds himself to pay maintenance charges regularly on demand directly to the Maintenance Agency as appointed, as presently applicable and applicable from time to time towards maintenance charges and preservation of said Project building(s), operation of common services and management of common areas and facilities and service charges such as cost of, lighting and of common passages, cost towards power back up, common security arrangements, fire-fighting equipment, capital replacement funds etc. as stated in the Maintenance.
  12. That the VENDEE agrees and binds himself to pay for water and power consumed in the said Unit as per the meter installed or billed by the Maintenance Agency.
  13. That in case any provision of this Deed shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted in so far as reasonably consistent with the purpose of this deed and to the extent necessary to conform to applicable law and the remaining provisions of this Sale Deed/conveyance deed shall remain valid and enforceable in accordance with their terms and tenure.
  14. That subject to the terms and conditions of this deed the VENDEE will be entitled to sell, transfer, assign, or otherwise deal with any of its right, title and interest under this Deed after obtaining written approval of the Association/ PROMOTER Maintenance Agency.
  15. That the VENDEE can get the said Unit transferred and mutated in its own name as owner in the Revenue Records or of any other concerned authority on the basis of this Deed or its true copy without any further Act or consent of the VENDOR and/or the PROMOTER.
  16. The stamp duty and the registration fee and misc. expenses on this Deed have to be borne by the VENDEE.

17. That notwithstanding anything contained in this Deed and its execution by the VENDOR/LAND OWNER/PROMOTER pursuant to the said Agreement in favour of the VENDEE, the parties hereto agree and understand the terms and conditions of this Deed. Provided further that the VENDEE has verified from the VENDOR/LAND OWNER/PROMOTER concerned authorities and VENDOR/LAND OWNER/PROMOTER have allowed the VENDEE inspection of the said Unit, plans, no-objection certificates from Fire Department, Airport Authority of India(as applicable) and the Part Completion certificate/Completion Certificate /Occupation certificate/Part occupation certificate(as the case may be) from Municipal Committee, Gurugram/concerned authority, the aforesaid sale deeds, and notwithstanding anything to the contrary stated and represented herein or elsewhere the VENDEE is satisfied with regard to the right, title, competency and authority of the VENDOR/LAND OWNER/PROMOTER to enter into this agreement/deed/ transaction.
18. That recitals and annexure to this deed shall form integral part of this Deed.
19. That the VENDEE undertakes to abide by the provisions of all the applicable Acts, rules and regulations.

#### **SCHEDULE OF UNIT**

All that piece and parcel of residential built-up Unit(Apartment) no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, on \_\_\_\_\_ floor, in tower/block/building no. \_\_\_\_\_ ("**Building**") in Project known as "**JMS Group Silver Living**", situated at Sector 95, Gurugram Haryana:

BOUNDED AS UNDER:

North	:	_____
South	:	_____
East	:	_____
West	:	_____

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

WITNESS;

1.

2.

(Authorized signatory)  
For and on behalf of the  
VENDOR/LAND OWNER/PROMOTER

For and on behalf of the VENDEE(S)

Drafted by-\_\_\_\_\_

**Completion certificate/Part completion certificate/Occupation  
certificate/Part occupation certificate -Annexure A**