

Stamp Certificate No. [●] dated [●]

CONVEYANCE DEED

Sale Consideration	:	INR [●]
Stamp Duty	:	INR [●]
Stamp Paper S. No. & Date	:	[●] dated [●]
Apartment No.	:	[●]
Apartment Carpet Area	:	[●] sq. mtrs. ([●] sq. ft)
Project	:	
Location	:	Sector 28
Sub-Tehsil	:	Wazirabad
District	:	Gurugram, Haryana

CONVEYANCE DEED

This Conveyance Deed ("**Conveyance Deed**") is made and executed at Gurugram on this _____ day of _____ 20__;

BY

MNB BUILD FAB PRIVATE LIMITED (earlier known as MNB BUILD FAB LLP) (CIN No. **U68200DL2023PTC422421**), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Shop No. 3, Ground Floor, Plot No. 7/25, Kirti Nagar Industrial Area, Ramesh Nagar, West Delhi, New Delhi, India, 110015 and having its corporate office at Plot No. 5P, 2nd Floor, Sector 43, Golf Course Road Gurugram, Haryana-122001 acting through its authorized signatory Mr. _____ (Aadhaar No. _____) duly authorised vide board resolution dated _____, (hereinafter referred to as the "**Promoter**" or "**Vendor**", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest, executors, administrators, and assignees) of the **FIRST PART**;

IN FAVOUR OF

[If the Vendee(s) is an individual]

Mr/Mrs. _____ (**PAN** _____, **Aadhaar No.** _____) S/o, W/o, D/o Mr. _____ aged about ____ residing at _____, AND

Mr/Mrs. _____ (**PAN** _____, **Aadhaar No.** _____) S/o, W/o, D/o Mr. _____ aged about ____ residing at _____, hereinafter collectively referred to as the "**Vendee**" or "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors and permitted assigns) of the **SECOND PART**.

[OR]

[If the Vendee is a company]

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

[OR]

[If the Vendee is a Partnership]

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

[OR]

[If the Vendee is a HUF]

Mr/Mrs. _____, (Aadhar No. _____) S/o, W/o, D/o _____ of aged _____ about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____, (PAN No. _____), HUF, having its place of business / residence at _____, hereinafter referred to as the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective, successor in interest, administrators and permitted assigns) of the **SECOND PART**.

[OR]

[If the Vendee is a Limited Liability Partnership]

_____, (LLPIN No. _____) (PAN No. _____), a limited liability partnership incorporated and registered under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at _____, acting through its authorized representative **Mr.** _____ (Aadhar No: _____) & **Mr.** _____ (Aadhar No. _____) hereinafter referred to as the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**.

The Vendor and the Vendee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Promoter/Vendor is the absolute owner of the Plot No. GH 4 having area measuring 2296.90 square meters (0.5675 acres), located in Sector 28, Urban Estate-II, Gurugram, Haryana (hereinafter referred to as the "**Land**"), duly allotted by Haryana Shehri Vikas Pradhikaran (HSVP), Gurugram, Haryana to the Promoter through an e-auction process on freehold and 'as is where is basis' vide its allotment letter bearing No. ZO-002/EO-018/UE029/GALOT/0000001451 dated 3rd January, 2024. Subsequently the Promoter obtained the ownership/title of the said Land from HSVP via Conveyance Deed dated 13th July 2024, which is duly registered on 16th July 2024, as document no. 7515 at the office of the Sub-Registrar Wazirabad, duly recorded in Book No. 01 and Volume No. 174 from Page 27.75, with an additional copy pasted in Book No. 01 and Volume No. 5863 from pages 1-5. The Vendee has reviewed all approvals granted by the competent authorities in relation to the Project and has satisfied himself/herself/ themselves with the same.
- A. The said Land embarked for the purpose of the development of a group housing complex (hereinafter referred to as "**Colony**") thereon. After securing all the necessary approvals, the Vendor has proceeded to develop a group housing project thereon comprising of residential apartments in one building/tower under the name and style of '**ANANTA VILASA 2.0**' (hereinafter referred to as "**Project**") on the said Land in accordance with the building plans approved by HSVP vide its Memo No. CTP/DTP (NN)/103231 dated 1st April 2025 and other requisite approvals granted by competent authorities from time to time.
- B. The Vendee hereby agrees and acknowledges that any increase of FAR shall be utilized by the Vendor on the said Project to which the Vendee shall have no objection, either in himself/herself/themself or as a member of the association and the Vendee hereby gives his unconditional and irrevocable consent for the same.
- C. The Project is registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**"), as amended or modified from time to time with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration no. _____.
- D. The Vendee had applied for a residential apartment vide application no. _____ dated _____ ("**Application**"). The Vendee has been allotted a residential apartment bearing no. [●], , having Carpet Area admeasuring _____ sq. ft. (_____ sq. mtrs.) situated on the _____ Floor (hereinafter referred to as "**Apartment**") along with the right to use two covered car parking spaces bearing no. _____ & _____, in the single tower/building in Project '**_____**' situated in Sector 28, Gurugram, Haryana vide allotment

letter dated [●] ("**Allotment Letter**"). The layout plan of the Apartment is set out in **Schedule B**. The Vendee has right to use and access the common areas, amenities, and facilities of the Project subject to the exceptions, reservations, conditions, and covenants contained herein and the stipulations/restrictions contained herein and in the Deed of Declaration filed by the Vendor.

- E. In pursuance of the Application and Allotment Letter, the Parties executed the Agreement for Sale dated [●] ("**Agreement**") with respect to the Apartment in the Project for a total price/sale consideration of Rs. ____/- (Rupees ____ Only) ("**Total Sale Consideration**"), on the terms and conditions as stipulated therein. The Vendor hereby acknowledges the receipt of Total Sale Consideration.
- F. The Vendee has inspected all approvals, permissions, sanctions, layout plans, building plans, ownership record of the said Land, and various other approvals granted by the competent authorities. The Vendee(s) has fully satisfied himself/herself/themselves about the rights, title, limitations and interest of the Vendor on the said Land. The Vendee hereby acknowledges that there is no other oral or written representation or statement, made either by the Vendor or any person claiming under them, which may be considered to be part of this Conveyance Deed.
- G. The Vendee hereby agrees and undertakes that it shall be bound by all the conditions and the stipulations imposed by HSVP and other Competent Authorities in respect of the Project and/or the Apartment.
- H. The Vendor has obtained the Occupancy Certificate for the tower/building in which the said Apartment is situated vide a letter bearing memo no. _____ dated _____ issued by HSVP.
- I. The Vendee further confirms that after the execution of this Conveyance Deed, the Vendee shall not raise any issue/dispute regarding any aspect of the Apartment including but not limited to its area, location, size, boundaries, development of Apartment and sale consideration paid against the Apartment at any time in future. The Vendee hereby further confirms that the execution of this Conveyance Deed discharges the Vendor from all of its obligations, whether oral or written and express or implied, towards the Vendee.
- J. The Vendee has inspected the Apartment and after being satisfied with the construction, specifications, and other features provided therein, has agreed to take possession and has requested the Vendor to convey the title of the said Apartment unto the Vendee and based on such request the Vendor are conveying the title of said Apartment unto the Vendee on the terms and conditions stated herein below.

- K. The Vendee is executing this Deed in favor of the Vendee for the absolute sale, transfer, conveyance, assignment, grant, and delivery of the Vendee, for which the Vendee has full knowledge of all Applicable Laws.

NOW THEREFORE THIS CONVEYANCE DEED BETWEEN THE VENDOR, AND VENDEE WITNESSETH AS UNDER:

NOW THEREFORE in furtherance to receipt of Total Price and other charges by the Vendor from the Vendee, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and Facilities and exclusive right to use and occupy the allotted Car Park Space(s) as part of the Limited Common Areas and Facilities, absolutely and forever, in favour of the Vendee on the terms and conditions mutually agreed by and between the Parties and contained in this Conveyance Deed.

1. DEFINITIONS AND INTERPRETATIONS

“Carpet Area” means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or veranda areas, and exclusive open terrace areas, but including the area covered by the internal partition walls of the Apartment.

Explanation: For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s).

“Car Park Space” shall mean the two (2) number of designated covered car park spaces bearing no. _____ and _____ exclusively assigned to the Vendee for parking of light motorized vehicles only at the designated parking places for two (2) cars in the Project.

“Common Areas And Facilities” means such common areas, facilities, equipment, and spaces in the Project which are meant for the common use, enjoyment and access of all the occupants/residents in the Project including community centre and others more particularly detailed in the Deed of Declaration filed by the Vendor under The Haryana Apartment Ownership Act, 1983.

“Hazard” means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics

causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project.

“Limited Common Areas” means the reserved covered car parking space(s) in the Project and such common areas and facilities in the Project earmarked/ reserved including car parking spaces, storages etc., for use, enjoyment and access of certain apartment owners in the Project to the exclusion of other apartment owners, as specifically provided for in the Deed of Declaration filed by the Vendor.

“Maintenance Charges” shall mean all costs, charges, fee etc. by whatever name called, payable by the Vendee to the Vendor, Association of Owners or Maintenance Agency, as the case may be, for the right to use Common Areas and Facilities and Limited Common Areas and Facilities in the Project and does not include the charges for actual consumption of utilities within the Apartment, which shall be charged on actual consumption basis.

Reference to the expression ‘he’, ‘his’, ‘him’, ‘himself’ etc. used in this Conveyance 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. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Conveyance Deed so demands.

2. That the Vendee has paid a sum of Rs. [●]/- (Rupees [●] only) (**“Total Price”**) to the Vendor to date towards the purchase of the Apartment, the receipt of which is hereby acknowledged by the Vendor. The Vendor does hereby grant, convey, transfer, assign, and assure unto the Vendee, by way of sale, Apartment No. [●] on Floor [●] of the Project, having a carpet area of [●] sq. mtrs. ([●] Sq. Ft.) together with the exclusive right to use two Car Parking Space(s), bearing Parking Space No. [●] & [●] located in _____ Basement, along with the proportionate, undivided, impartible share only in the land underneath the said Project and along with all ways, paths, passages, rights, liberties, privileges, easements, and benefits appurtenant to the said Apartment subject to adherence to the terms and conditions stated hereinafter and subject to the exceptions, reservations, conditions and covenants contained herein. The layout plan of the Apartment shall be read as part and parcel of this Conveyance Deed. The Vendee is entitled to hold, use and enjoy the Apartment in the manner permitted by the HSVP/DTCP without any hindrance or claim from the Vendor, except as mentioned herein.
3. That the Vendor is fully competent and entitled to execute and register this Deed in favour of the Allottee(s). The Vendor assures the Vendee that the Apartment is free from all types of encumbrances, acquisition proceedings,

charges, taxes, liens, restraint orders, attachments, etc., and that the Vendor holds an impeccable and marketable title with the power to convey, transfer, alienate, and sell the same. There is no legal impediment or restraint of any nature whatsoever for the sale and transfer of the Apartment to the Vendee. Accordingly, this Deed is being executed by the Vendor to transfer and convey absolute title in respect of the Apartment in favour of the Vendee. It shall now be lawful for the Vendee to enter upon the Apartment and hold and enjoy the same and every part thereof without any interruption, disturbance or claim from the Vendor, subject to the terms and conditions of this Deed, along with the terms of the Agreement and the Deed of Declaration.

4. The vacant and actual physical possession of the Apartment has been handed over by the Vendor to the Vendee and the Vendee acknowledges to have taken over the physical possession of same after a detailed inspection of the Apartment on all aspects including but not limited to its Carpet Area, Common Areas, location, dimensions, quality of construction, workmanship, materials used in construction, finishing/fittings, fixtures, specifications, etc. and the Vendee does not have any objection and is fully satisfied with all the aspects of the Apartment. The Vendee further confirms that he/she/they has/have checked and verified the rights, title and interest of the Vendor in the Said Land and is completely satisfied with respect to the same. Since the Vendee has completed the due diligence of the Apartment/Project to his/her/their complete satisfaction and therefore, the Vendee undertakes not to raise any dispute/claim whatsoever in future against the Vendor on any aspect of the Apartment including but not limited to any compensation for delayed possession, quality of construction of the Apartment/Project etc. The Vendee confirms and agrees that the Vendee shall be fully responsible for the Apartment.
5. The Vendee(s) shall have exclusive ownership of the Apartment. The Vendee(s) shall also have undivided proportionate ownership and share in the Common Areas (except Limited Common Areas), Amenities, and Facilities of the Project. Since the share/interest of the Allottee(s) in the Common Areas, Amenities, and Facilities of the Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the same along with other occupants and maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor shall hand over the Common Areas, Amenities, and Facilities of the Said Project, along with Common Areas and Facilities reserved for the Tower, to the Association of Allottees or its nominees or the Maintenance Agency after duly obtaining the occupancy certificate from the Competent Authority.
6. Subject to the due observance and compliance by the Vendee of its obligations under this Conveyance Deed and the Maintenance Agreement, including uninterrupted payments of maintenance and other charges thereunder, the Vendee shall have non-exclusive and common rights along with the other

occupants and residents of the Project to use the Common Areas and Facilities provided in the Project. The ownership of Common Areas and Facilities in the Project shall continue to vest in the Vendor till such time as these or portions thereof are transferred to the association of owners to be formed under applicable laws. The Vendee agrees and understands that except as expressly provided herein the Vendee shall have no ownership claim or right of any nature in respect of all or any Common Areas, open spaces, parking spaces, community center, any other space/facility, etc. of the Project. Such unallotted areas shall remain the property of the Vendor, which shall be free to deal with the same in accordance with the applicable laws.

7. The Vendee(s) agrees that the Apartment along with allotted covered parking spaces shall be treated as a single indivisible unit for all purposes. The Vendee(s) further understands that except the allotted Apartment and Car Parking Spaces, the Vendee(s) shall have no ownership, claim, or right of any nature in respect of any un-allotted saleable/leasable area in the Project. Such unallotted saleable/leasable spaces shall remain the exclusive property of the Vendor, who shall be free to deal with them in accordance with applicable laws.
8. The Vendee agrees that the car parking space(s) allotted to him/her/them forms an integral part of the Apartment and for his/her/their exclusive use and the same shall not have an independent unit/entity and cannot be detached or transferred or alienated or any third party rights can be created, other than when transferred along with the Apartment. The Vendee undertakes not to sell/transfer/deal with the car parking space(s) independent of the Apartment and further undertakes that the Vendee shall not modify, decorate, make any changes or cover the car parking space(s) in any manner whatsoever at any point of time. The Vendee undertakes to park his/her/their vehicle in the car parking space marked and allotted with number of the said Apartment and not anywhere else in the Project. The Vendee agrees that all such car parking space(s) allotted to the other occupants of the building/tower and the Project along with the unallotted car parking spaces shall form part of the Limited Common Areas for the purpose of Declaration to be filed by the Vendor under The Haryana Apartment Ownership Act, 1983. The Vendee understands that the Vendee is only entitled to the right of usage of the said car parking space and the charges paid by the Vendee are only for usage rights.
9. The Vendor hereby clarify that the Vendee shall have no right, title or interest in the areas other than the Apartment. The Vendee shall have only the right to use the Common Areas subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Agency. The Vendor shall be entitled to deal with the basements, the surface area of the buildings/tower and any other areas or spaces other than the Apartment, at its own discretion, and unallotted areas/spaces shall remain the absolute property of the Vendor.

10. That upon execution and registration of this Conveyance Deed, nothing is due and payable by any party to other party on any account whatsoever.
11. If at any time after the date of execution of this Conveyance Deed, there is any upward change in the governmental charges or any enhancement in government and statutory dues / taxes / cess / charges / fee under the applicable laws, due to any change / amendment / modification to the applicable laws, including but not limited to, upward revision of EDC/IDC, or if the Vendor is required to pay some additional charges to competent authority(ies), increase of deposits/ charges for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature; whether prospectively or retrospectively, then the Vendee shall be liable to pay the said additional charges to the Vendor on pro-rata basis. The Vendee agrees to pay the same to the Vendor as and when demanded by the Vendor.
12. The Vendee has examined each and every approvals/ documents with respect to the Project including but not limited to conveyance/sale deed through which, the Vendor has acquired rights, title and interest in the said Project and is aware that the Vendor is fully entitled to develop and alienate the said Land in terms of the approvals granted by competent authorities. After having completely assured himself/herself/themselves, the Vendee has executed the present Conveyance Deed which shall be binding between the Parties.
13. The ownership, use and occupation of the Apartment, proportionate undivided interest in the Common Areas and Facilities shall always be subject to the applicable laws for transfer and maintenance of the Apartment and the Vendee agrees and confirms to adhere and comply with the same at all times to come. It is an essential and basic term of this Conveyance Deed that the said Apartment and the proportionate undivided interest in the Common Areas and Facilities in the Project shall at all times be held by the Vendee and his successors, heirs, transferees or assignee(s), as the case may be, together as a single unit and shall not be transferred separately and independently from each other. The said condition shall run with the Apartment and be binding on all persons to whom the title / ownership of the same shall pass.
14. The building in which the said Apartment is situated has been completed and the necessary occupation certificate in respect of the said building has been obtained by the Vendor from the Competent Authority. Until the conveyance deed or other appropriate deeds and documents in respect of all the apartments in the Project have been executed by the Vendor in favour of the all buyers, and till the Vendor utilizes the entire FSI in the Project, the Vendor shall have sole control and full authority in respect of all matters concerning

the Project and further constructions thereof and in particular, over the unsold apartments, unallotted parking spaces and disposal thereof. The Vendor shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any other arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold apartments, unallotted car parking spaces and to receive consideration, however subject to payment of all rates, taxes, cesses, rentals, assessments and outgoings in respect of such unsold apartments and unallotted car parking spaces.

15. The Vendee hereby agrees and undertakes that he/she/they shall observe all terms and conditions of this Conveyance Deed, and also those stipulated in the approvals granted by competent authorities to the Vendor and shall also abide by all the laws, rules, regulations and policies applicable thereto and in particular, the Haryana Development and Regulation of Urban Areas Act, 1975, The Haryana Apartment Ownership Act, 1983 along with their respective rules as may be imposed by any competent authority including but not limited to Haryana Shehri Vikas Pradhikaran ("HSVP") / DTCP or any other government authority/ local bodies..
16. The Vendor has handed over the vacant, physical and peaceful possession of the said Apartment to the Vendee. The Vendee acknowledges to have taken over the vacant, peaceful and physical possession of the same after a detailed inspection and has fully satisfied himself on all material aspects including but limited to that the Carpet Area, quality of construction, workmanship, materials used in construction, plumbing, electric, fixtures and fittings, locking devices, doors, windows, tiles and other items in the Apartment are as per the specifications stated in Agreement For Sale dated _____. On and from the date of execution of this Conveyance Deed, the Vendee shall not be entitled, at any time thereafter, to raise any dispute, objection or contention whatsoever in this regard and the Vendee shall be responsible for any loss or damage to the said Apartment arising from the deterioration, injury or decrease in value of the said Apartment. Further, the Vendee shall be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Apartment as may be levied by the Vendor or Association of Owners or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. under the applicable laws.
17. The Vendor has provided an electrical load of ____ KW to the said Apartment the price of which is included in the Total Price. However, if the Vendee wishes to obtain an additional load for his Apartment, the same shall be provided (if available) on payment of such additional charges as may be decided by the Vendor.
18. The Vendor shall be entitled to utilize at all times any additional floor space index/ Additional FAR that may accrue on the Project by constructing any

additional upper floors or buildings / structures in the Project, as the Vendor may be entitled to, under the applicable laws, at present or in future. The Vendee hereby expressly consents to such additional construction of upper floors and consequent variations in the Project and agrees not to object or raise any dispute or contention whatsoever in future against the same. The Vendee shall not be entitled to claim compensation or damages on any account whatsoever. All such additional constructions in the Project shall be to the benefit and accretion of the Vendor and the Vendor shall be entitled to deal with the same as it may like without any intervention or interest or claim of the Vendee / Association of Owners.

19. The Vendee has purchased the Apartment on the specific understanding that the right to use Common Areas and Facilities and Limited Common Areas and Facilities shall be subject to payment of maintenance charges by him/her/them, amongst other charges, as determined by the Promote/ Association or Owners or Maintenance Agency, as the case may be.

The Vendor for the purposes of carrying out such maintenance services at the Project, has employed / hired M/s _____ as a maintenance agency ("**Maintenance Agency**"). The Vendee has entered into a separate maintenance agreement with the Maintenance Agency ("**Maintenance Agreement**"), in the format provided to him/her/them, by the Vendor/ Maintenance Agency, which shall clearly specify the scope, terms and conditions for provisions of the maintenance services in the Project. The Vendee agrees to comply with provisions of the Maintenance Agreement and further comply with all rules, regulations, directions etc. framed by Maintenance Agency and/or under the Applicable Laws with regard to provision of maintenance services in the Project.

The Vendee agrees to make promptly payment all demands, charges, bills etc. raised by the Maintenance Agency from time to time for the services provided by the Maintenance Agency in terms of such Maintenance Agreement or otherwise. The Vendee shall be liable to pay maintenance charges, as determined/ billed by the Maintenance Agency and such maintenance charges shall include a markup on actual costs incurred/ to be incurred by the Maintenance Agency.

20. The Vendee shall permit the supervisors, agents of the Maintenance Agency at all reasonable times to enter into the Apartment for the purpose of inspection or repairing any part of the Apartment pertaining to the common services and/or for the purpose of maintaining, rebuilding, servicing, cleaning, installing or otherwise keeping in good order and condition all services including ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections, etc.

21. The Maintenance Agency shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Vendee. The Vendee hereby expressly discharges the Vendor from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.
22. The Vendee hereby agrees and confirms that the Vendee shall not withhold payment of any dues/charges payable by the Vendee to the Maintenance Agency on account of any pending or future dispute of whatsoever nature with the Vendor.
23. The Vendee understands that as and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, fire-fighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the owners/ occupants of residential apartments at the Project on pro-rata basis (i.e. in proportion to the Carpet Area of the said Apartment to the total Carpet Area of all the residential apartments in the Project).
24. The Vendee hereby agrees and undertakes that in case the Vendee transfers his/her/their rights, title and interest in the said Apartment, in favour of any third party including successors in interest, then in such eventuality the third party to whom the rights, title and interests are being conferred by the Vendee shall pay an amount as may be determined by the Maintenance Agency towards mutation charges for the purpose of registration of mutation of the Apartment in favour of such third party.
25. Save and except the Apartment, the Vendee understands and acknowledges that the Vendee shall not have any right, title or claim of any nature or kind whatsoever or in respect of all or any open spaces, Common Areas, facilities, equipment, infrastructure, lobbies, staircases, lifts, terrace-roof of the building/tower developed in the Project and services or in the land earmarked for community facilities such as community center, club etc. within the Project. The Vendor shall remain the owner of all such land, Common Areas, common facilities and services within the Project, and the Vendor shall have the sole and absolute authority to deal in any manner with Common Areas and Facilities and services till they or parts thereof are mandatorily required to be transferred to the Association of Owners.
26. The Vendee shall have the exclusive ownership right in respect to the Apartment. Subject to regular payment of maintenance charges as may be levied/ demanded by the Maintenance Agency, the Vendee shall have only right to use/access the public areas/Common Areas in the Project, such as parks, roads passages etc. without causing any hindrance to the other occupants of the Project. The Vendee doth hereby agrees and confirms that Vendee shall not create any blockages, obstructions, elevations or

constructions in the Common Areas and spaces in violation of building/ Project bye-laws and/or in any area outside the Apartment and shall indemnify the Vendor for any losses and damages as may be suffered by the Vendor for any of its acts of omission or commissions in this regard. The Vendee shall not be entitled to claim partition of the Said Land and/or the Project constructed thereon and the same shall always remain undivided and impartible.

27. The Vendee/association of vendees further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc., on the face/facade of the Apartment or residential building/tower in which the Apartment is situated or anywhere on the exterior of the Project, buildings therein or Common Areas and common facilities. Further, the Vendee/association of vendees shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages. The Vendee/association of vendees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access.
28. The Vendor reserved its right to develop the undetermined areas or left over pockets of the Project/Colony and/or development on account of increase in FAR of the Project/Colony and shall also have the right to amend without seeking any consent from the Vendee or any third party the layout plan/building plan in such manner that it does not affects the location / preferential location, as the case may be, of the Apartment. The Vendor shall obtain necessary sanctions as may be required in this regard and the Vendee shall have no right of objection or reservation, whatsoever in this regard.
29. All taxes, dues, demands, charges, duties, liabilities, if any, levied or leviable retrospectively or prospectively (including any interest or penalties thereon) in respect of the Apartment by the government/statutory or other concerned local authorities shall be payable and be paid by the Vendee, with effect from the date of execution of the Agreement. In the event any taxes, dues, demands, charges, duties, liabilities, if any, levied or leviable retrospectively or prospectively (including any interest or penalties thereon) in respect to the entire Project by the competent authorities the Vendee shall be liable to pay pro-rata share of such taxes, dues demands, charges etc. in proportion to the Carpet Area of the Apartment.
30. The Vendee agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the applicable laws as may be in force and/or come into force in respect of the Project.
31. The Vendee hereby agrees and undertakes that-

- (1) the Vendee shall not obstruct the lobbies, entrances and stairways of the buildings in the Project and shall not use it for any purpose other than ingress to and egress from the said Apartment;
 - (2) the Vendee shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupants. The Vendee shall not use any loud speaker in the Apartment which shall disturb or annoy other occupants in the Project;
 - (3) the Vendee shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances;
 - (4) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or placed upon the window grills of the buildings in the Project. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor;
 - (5) No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or about the building in the Project except such as may be approved by the Association / Maintenance Agency;
 - (6) Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Vendee if found to be in default;
 - (7) No bird or animal shall be kept or harboured in the Common Areas and Facilities or Limited Common Areas and Facilities in the Project. In no event shall dogs and other pets be permitted on elevators or in any other part of the Project unless they are accompanied by someone;
 - (8) No television aerial shall be attached to or hung from the exterior of the said Apartment;
 - (9) Garbage and refuse from the said Apartment shall be deposited in such place only in the Project and at such time and in such manner as the Association / Maintenance Agency may direct;
 - (10) No vehicle shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project.
32. In the event, any fresh, additional or enhanced charges (including external development charges, internal development charges, etc.), Cess or tax, GST or any other tax by whatever name called (including any interest or penalties) is levied or leviable, after execution of this Conveyance Deed, whether with prospective or retrospective effect, the Vendee agrees to pay in full (if in respect of the Apartment), or pro-rata share (if in respect of the entire Project), as the case may be, of such additional taxes, levies or charges imposed,

without any delay, demur or protest. The determination of the pro-rata share of the Vendee shall be done by the Vendor, whose decision in this regard shall be final and binding on the Vendee. All such amount shall be payable on demand, as the case may be, either to the Vendor or the Maintenance Agency, as the case may be. In case the Vendee seeks to challenge the same, the Vendee hereby agrees and undertakes to make the payment of such amount as may be demanded by the Vendor and only after making such payment to the Vendor, the Vendee or its nominee or assignee shall be entitled to challenge the demand so raised by the Vendor. The Vendee understands and agrees that any fresh incidence of tax whatsoever including GST, VAT or any statutory demands by whatever name called or any increase on such account (including any interest or penalties), even if it is with retrospective effect, shall be borne and paid by the Vendee.

The obligations undertaken by the Vendee in general and specifically those regarding payment of statutory dues, maintenance charges, water and electricity charges shall be irrevocable obligations of the Vendee. The said obligations shall always run with the Apartment and the building constructed thereupon and be binding on the subsequent transferee(s), successors in interest and any person claiming through Vendee. The Vendee undertakes to disclose these covenants and conditions to any/all its subsequent transferees. The Vendee hereby agrees and undertakes that appropriate recitals to this effect shall be incorporated in the subsequent transfer documents or any document thereby creating any third party rights, title or interests in the Apartment. Further, the Vendee will ensure that the persons to whom the said Apartment ~~or part thereof~~ is transferred will execute, acknowledge and deliver to the Vendor/Maintenance Agency such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Vendor/Maintenance Agency may reasonably request in order to effectuate the provisions of this Conveyance Deed.

33. The Vendee shall be entitled to use and occupy the Apartment for residential purpose only and/or as specified by the HSVP in its approvals and/or in its guidelines/notifications etc. and the Vendee shall not use or allow to use the Apartment for any non-residential purpose or any activity that may cause nuisance to other purchasers/occupants of the neighbouring units, etc. The Vendee shall maintain the Apartment at its own costs and expenses and in a good habitable condition and shall not do or cause to be done anything in or to the Apartment which may be against the rules or bye-laws or any authority or of the Maintenance Agency. The Vendee has undertaken and doth hereby agrees and undertakes that the Vendee shall be solely responsible and liable for violations, if any, of any of the provisions of the applicable laws, rules, regulations and directions issued by the DTCP / HSVP or any other competent authorities and that the Vendee shall indemnify and keep indemnified the Vendor/Maintenance Agency from any liability and/or

penalty in this regard. The Vendee has further agreed and undertaken to comply with conditions of all approvals with respect to the Project.

34. The basement(s) and service areas, if any, as may be located within the building / tower of the Project, as the case may be, shall be earmarked by the Vendor to house services including but not limited to electric sub-station, transformer, DG set rooms, and equipment/s, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc., and other permitted uses as per approved site plan /building plans.
35. The Vendee agrees to abide by all the applicable laws which are applicable or will be applicable to the jurisdiction in general and to said Project including the Apartment in particular.
36. The Vendee shall use the said Apartment only for the purpose for which it has been allotted i.e. 'residential' purposes as per the provisions of this Conveyance Deed, Deed of Declaration and Bye-Laws and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other apartments / flats in the Project nor for any illegal or immoral purposes.
37. The Vendee shall keep the said Apartment in a good and tenantable condition. The Vendee shall carry out all internal repairs to the Apartment and maintain the same and not do or suffer to be done anything in or to the Apartment or in the Project which may be against the applicable laws. In the event the Vendee commits 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 or Association of Owners or the Competent Authority, as the case may be.
38. The Vendee shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls etc. of the Apartment nor remove any walls or change the position of the doors and windows, increase the area of the Apartment by enclosing balcony or any part thereof or to the exterior of the Apartment, whether temporary or of a permanent nature. The Vendee is aware that the building in the Project is a shear wall construction, and if the Vendee demolishes, punctures, and/or in any other way alters the existing shear walls and / or add or in any way put up a new concrete or masonry structure / partition in the Apartment, the stability of the Project shall be endangered since the building structure is not designed to take such load. The Vendee shall not change the colour scheme of the outer walls and paint of the exterior side of the doors and windows etc. of the Apartment. The Vendee shall, with the prior written consent of the Association / Maintenance Agency, be at liberty to fix safety grills on the windows of the Apartment, of such design as the

Vendor may specify (so as to obtain uniformity of design in the Project). In the event such deviations are caused without a prior written consent of the Association of Owners / Maintenance Agency; then the Association of Owners / Maintenance Agency shall be entitled to remove, at the cost and risk of the Vendee, all such grills which may have been fixed at the Apartment together with any decorations, alterations, additions or improvements in the Apartment made by the Vendee. The Vendee shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the said Apartment in any manner whatsoever. In case, Vendee takes any such steps as stated in this Clause the same shall be at the sole responsibility, risk and consequence of the Vendee and the Vendee shall indemnify the Vendor towards all losses, damages that may be suffered or costs, charges, fines etc, that may have to incurred by the Vendor.

39. The Vendee shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
40. The Vendee shall neither encroach upon the Common Areas and Facilities, Limited Common Areas and Facilities, passages, corridors or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
41. The Vendee shall not store in the Apartment or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is objected to by the Vendor or the Association / Maintenance Agency. Further, the Vendee shall not carry or cause to be carried heavy packages to upper floors of the Project, which may damage or is likely to damage the staircases, lift, common passages or any other Common Areas and Facilities or Limited Common Areas and Facilities in the Project. If any damage is caused to the Apartment, Common Areas and Facilities, Limited Common Areas and Facilities or to the Project on account of any act, negligence or default on part of the Vendee or his employees, 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 Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Vendee.
42. The Vendee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Area and Facilities or Limited Common Area and Facilities or any portion of the Project.

43. The Vendee shall not be entitled to install its personal / individual generator(s) for providing power back up to the said Apartment. However, it may install UPS systems within the Apartment. The Vendee undertakes not to sub-divide the Apartment.
44. The Vendee shall permit the Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the Apartment or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. may enter into or upon the Apartment at any time during day or night.
45. The Vendee shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Apartment, in the Common Areas and Facilities or Limited Common Areas and Facilities within the Project or on the external façade of the Project. However, the Vendee may affix name plates / name boards only at the designated areas and of such sizes as may be previously approved in writing by the Association / Maintenance Agency, as the case may be. The Vendee agrees to obtain a prior written approval from the Association of Owners or Maintenance Agency, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc.
46. The Vendee shall not carry out fragmentation / sub-division of the Apartment in any manner whatsoever, under any circumstances, failing which the Vendee shall be solely and exclusively liable for all consequences arising therefrom.
47. The Vendee agrees that the supply of electrical energy shall be subject to availability of the same with the Maintenance Agency, and the Vendee herein shall not claim any loss or damage, whether direct or consequential, from the Vendor, in the event of low/high voltage, low/high frequency, inconsistent or non-availability of the same for reasons beyond the control of the Vendor/Maintenance Agency.
48. The Vendor/Maintenance Agency may install pre-paid meters for electricity and the Vendee hereby agrees to pay the cost of said pre-paid electricity meter and installation charges thereof and agrees to abide by terms of usage thereof. Further, the Vendee hereby acknowledges, agrees and confirms that the charges towards maintenance services, water consumption, electricity consumption inside the said Apartment, common area electricity charges and other services etc., shall be billed and recovered in advance, for every month or for such other duration as the Vendor/ Maintenance Agency may deem fit. The Vendee hereby undertakes to maintain the sufficient balance in the respective prepaid meters and/ or pay the bills so raised by the

Vendor/Maintenance Agency on or before the due date(s) as mentioned in the bills.

49. That for all intents and purposes, singular includes plural and one gender includes the other gender.
50. That in case of any regulatory changes, consequently the Vendor/Maintenance Agency is required to install any new equipment/enhance the capacity of the existing equipment, the charges for such installation shall be borne by the Vendee in a proportion as may be decided by the Vendor/Maintenance Agency.
51. The Vendee shall be solely and exclusively liable to bear the property tax or any other Government tax by whatever name called (including any interest or penalties thereon) levied or to be levied by any local or statutory authority for the Apartment from the date of this Conveyance Deed.
52. The Vendor shall have the right, without approval of the Vendee(s) in the Project, to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold units within the Project and the Vendee agrees not to raise objections or make any claims on this account.
53. The Project shall always be known as "_____" and shall never be changed by the Vendee and/or jointly by the Vendee and owners of other apartments in the Project. The Vendee agrees to use the word "_____" as a necessary suffix or prefix in their correspondence address.
54. The Vendee confirms that the said Apartment is being purchased for the sole and exclusive benefit of the Vendee and no other person /entity has any hidden future benefit, direct or indirect, with regards to the Apartment, under any circumstances. The Vendee further represents that the present transaction is and shall remain in compliance with the provisions of the Benami Transactions (Prohibition) Act, 1988 as amended from time to time, and the Vendee agrees to hold the Vendor fully indemnified in this regard.
55. The Vendee hereby confirms and acknowledges that the Vendor have fulfilled all the obligations undertaken by them in respect of the Apartment as per the agreed terms of the Agreement thus, the Vendee hereby discharges the Vendor of all of its obligations towards the Vendee and nothing remains due and payable by the Vendor to the Vendee.
56. The Vendee or its tenants or licensees/lessees shall have no rights whatsoever to make any additions, alterations, demolitions, erections or changes in the peripheral wall, front, side and rear elevation of the Apartment and / or building/tower or outer façade or the building/tower in which the

Apartment is located. The Vendee shall also not change the colour scheme of the outer walls, colour of exterior sides of all doors of the Apartment and shall not carry out any change in the exterior elevation and design of the Apartment/tower/building. In case the Vendee does any act in contravention of this clause, the Vendor/ Maintenance Agency shall be entitled to initiate appropriate proceedings against the Vendee and/or its tenants or licensees/ lessees for recovery of damages, costs and expenses incurred to restore the Apartment and/or the building/tower in which the Apartment is located to its original position and/or levy any penalties or take other remedial actions. It is specifically understood, agreed and undertaken by the Vendee that the Vendee shall not on its own i) make any internal changes; and ii) install grills in the windows / doors in the Apartment without the prior written approval of the Vendor/Maintenance Agency.

57. The Vendee undertakes not to do or cause to be done any act which might harm the stability of structure of the building/tower in which the Apartment is situated. In particular, the Vendee shall not alter or damage the shell structure of the Apartment including beams and columns and shall not remove any wall of the Apartment including load bearing walls. Further, the Vendee undertakes not to cause any damage and/or remove the walls / structures of the Apartment that remain common between the Vendee and the owners of the adjacent units/apartments. In case the Vendee does any act in contravention of this clause, the Vendor/ Maintenance Agency shall be entitled to initiate appropriate proceedings as may be deemed fit and/or for recovery of damages, costs and expenses incurred to restore the Apartment to its original position and/or levy any penalties or take other remedial actions.
58. On and from the date of registration of this Conveyance Deed, the Vendee may transfer the said Apartment by way of sale, gift, mortgage, charge, lien, lease, license, exchange or by any other mode whatsoever the Apartment in favour of any third party. However, before of ownership of the said Apartment the Vendee shall (i) pay all outstanding dues of Maintenance Charges and other charges/mutation charges as may be notified by the Association of Owners or Maintenance Agency or Promoter at that time, and (ii) obtain a **"No Dues Certificate"** from the Promoter/ Association of Owners and Maintenance Agency in this regard.
59. The Vendee undertakes to indemnify and keep the Vendor, other occupants and Maintenance Agency and its directors, officers, employees fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by the Vendor, other occupants and/or the Maintenance Agency as consequence of breach of any of the terms and condition of this Conveyance Deed or under any law as may be applicable or for the time being in force or any other act or omission on the part of the Vendee or on the part of his/her/their representatives. The Vendee shall be responsible for the

failure to comply with the obligations herein or for the occurrence of any Hazard within the Apartment due to the Vendee's misconduct and/or negligence. In such an event, the Vendee shall keep and hold the Vendor fully indemnified for losses, penalties caused or borne by the Vendor, claims or demands raised on the Vendor due to such misconduct and/or negligence on the part of the Vendee.

60. The Vendee agrees that the Vendor has not indicated/promised /represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Vendee shall have any right, title or interest of any kind whatsoever other than those granted in this Conveyance Deed.
61. The Vendee has borne all expenses for the execution and registration of this Conveyance Deed including the cost of stamp duty, registration and other lawful incidental charges. Further, the Vendee has also agreed that if there is any shortfall/deficiency/additional levy on the stamp duty or registration charges, as a consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be payable by the Vendee.
62. That all the transferees of the Vendee's interest in the Apartment hereby being sold shall always be bound by the terms and conditions of this Conveyance Deed. The Vendee shall be bound to inform and disclose this condition to the transferee.
63. This Conveyance Deed constitutes the entire understanding / agreement between the Parties and supersedes all prior understandings, agreements between the Parties, and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Conveyance Deed. This Conveyance Deed cannot be modified (whether by alteration, addition or omission) otherwise than in writing duly agreed by all Parties.
64. This Conveyance Deed shall be governed by and interpreted in accordance with the laws of India and the courts of Gurugram shall have exclusive jurisdiction in relation to all matters arising out of this Conveyance Deed.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorized representatives as of the date first above written in the presence of the following witnesses:

For MNB BUILD FAB PVT. LTD. through Mr. _____ _____	 _____
---	-----------------------

Authorized Signatory (VENDOR)	Mr. _____ (VENDEE)
-------------------------------	--------------------

Witnesses:

(i) _____

Name:

Father's Name:

Age:

Address:

(ii) _____

Name:

Father's Name:

Age:

Address:

Stamp Certificate No. [●] dated [●]

SCHEDULE A

SITE PLAN OF THE PROJECT

[To be inserted]

SCHEDULE B

LAYOUT PLAN OF THE APARTMENT

[To be inserted]