

### **CONVEYANCE DEED**

- |                                |  |
|--------------------------------|--|
| 1. Nature of document          | - Conveyance Deed  |
| 2. Village/Block               | - [●], situated at Sector 36A,<br>Village Harsaru, Gurugram, Haryana   |
| 3. Sub-Tehsil                  | - Manesar  |
| 4. District                    | - Gurugram   |
| 5. Area of Unit                | -        Sq. Mtrs. (        Sq. Ft.)   |
| 6. Box Price                   | - Rs.        /-  |
| 7. Stamp Duty                  | - Rs.        /-  |
| 8. Stamp certificate No. /Date | -        Dated   |
| 9. Stamp GRN                   | -  |
| 10. Commercial or residential  | - Residential Group Housing Colony   |
| 11. Unit No.                   | -  |
| 12. Property ID                | -  |
| 13. Property Address           | - Unit No.       , in “Waterside Residences- The Forest<br>Reserve-II” situated at Sector 36A, Gurugram, Haryana |

This Conveyance Deed (“Deed”) is signed and executed at Gurugram on this        Day of        202[●];

**BY**

**KRISUMI CORPORATION PRIVATE LIMITED** (CIN No. U70200HR2012PTC064545), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Unit-02, 11<sup>th</sup> Floor, Emaar Capital Tower-2, MG Road, Sector-26, Gurugram, Haryana-122002 (**PAN - AAECV0565A**), represented by its authorized representative **Mr.** (**Aadhaar No.**) duly authorized vide **Authority Letter dated        /        /2025**, hereinafter referred to as the “Developer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and

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include its successor-in-interest, and permitted assigns) being party of the **FIRST PART**;

**AND**

**NAMO LANDS PRIVATE LIMITED** (CIN No. U45400DL2012PTC233148), a company incorporated under the provisions of the Companies Act, 1956 (presently operating under the provisions of Companies Act, 2013), having its registered office at 95, 2<sup>nd</sup> Floor, Kailash Hills, New Delhi 110065 (PAN – AADCN9522A), represented by its authorized signatory Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide authority letter dated \_\_\_\_\_, hereinafter referred to as the “**Land Owner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **SECOND PART**;

### **IN FAVOUR OF**

#### **[If the Vendee is a company]**

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its signatory, \_\_\_\_\_, authorized (**Aadhar** 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).

**[OR]**

#### **[If the Vendee is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the “**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 heirs, executors and administrators of the last surviving partner and his / her / their assigns).

**[OR]**

#### **[If the Vendee is an Individual]**

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors-in-interest and permitted assigns).

**[OR]**

#### **[If the Vendee is a HUF]**

\_\_\_\_\_ HUF, having its place of business / residence

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at \_\_\_\_\_, (PAN \_\_\_\_\_) represented  
 by  
 Mr. \_\_\_\_\_, (Aadhaar  
 No. \_\_\_\_\_) son of \_\_\_\_\_, aged  
 about \_\_\_\_\_ years signing for self and as the Karta of the of the HUF,, hereinafter referred to as the  
**“Vendee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[OR]

**[If the Vendee is an LLP]**

\_\_\_\_\_ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration No. \_\_\_\_\_ and having its registered office at \_\_\_\_\_ PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) authorized vide 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 the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

of the **OTHER PART**

The Developer and Land Owner shall hereinafter be individually referred to as the **“Vendor”** and collectively as **“Vendor(s)”**.

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

**WHEREAS:**

- A. Bluejays Realtech Private Limited, a company that existed under the provisions of the Companies Act, 1956 (hereinafter referred to as the **“Bluejays”**) was the absolute and lawful owner of a piece and parcel of land admeasuring 10.15 hectares (25.10 acres) situated at Sector 36A, Village Sihi and Harsaru, Gurugram-Manesar Urban Complex, Tehsil and District Gurugram, Haryana vide various sale deed(s) registered at the office of the Sub-Registrar.
- B. The Director General, Town and Country Planning, Haryana (**“DGTCP”**) had, vide license No. 39 of 2013 dated 04.06.2013 (**“License-I”**) valid upto 03.06.2026, granted approval / sanction to Bluejays to develop a group housing colony on the said land admeasuring 10.15 hectares (25.10 acres) situated at Sector 36A, Village Sihi and Harsaru, Gurugram-Manesar Urban Complex, Tehsil and District Gurugram, Haryana (**“Licensed Land-I”**).
- C. PG Propmart Private Limited, a company that existed under the provisions of the Companies Act, 1956 (hereinafter referred to as the **“PGP”**) and Bluejays were the absolute and lawful owner of a contiguous piece and parcel of land total admeasuring 2.38125 acres (Bluejays owing 0.2 acres and PGP owning 2.18125 acres) situated at Sector 36A, Village Sihi and Harsaru,

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Gurugram-Manesar Urban Complex, Tehsil and District Gurugram, Haryana vide various sale deed(s) registered at the office of the Sub-Registrar;

- D. DGTC had, vide license No. 85 of 2014 dated 08.08.2014 (“**License II**”) valid till 07.08.2029, granted approval / sanction to PGP and Bluejays to develop a group housing colony on the said land admeasuring 2.38125 acres situated at Sector 36A, Village Sihi and Harsaru, Gurugram-Manesar Urban Complex, Tehsil and District Gurugram, Haryana (“**Licensed Land-II**”)
- E. Pursuant to order dated September 22, 2020 (“**Amalgamation Order**”), the National Company Law Tribunal, Chandigarh Bench, Chandigarh, approved the Scheme of amalgamation of Bluejays and PGP into the Developer. Thus, pursuant to the said Amalgamation Order, entire rights, title and entitlements of Bluejays and PGP in the Licensed Land-I and Licensed Land-II and in License-I and License-II together with all the development and economic rights therein, got vested solely in the Developer. The Amalgamation Order has been registered with Sub-Registrar on 21.01.2021. The Amalgamation Order has been taken on record by DGTC vide orders dated 28.09.2021 and 08.10.2021.
- F. Thereafter, DGTC had, vide License No. 166 of 2023 dated 18.08.2023 (“**License III**”) valid till 17.08.2028, granted approval / sanction to the Developer to develop a group housing colony on land admeasuring 2.90 acres situated at Sector 36A, Village Sihi and Harsaru, Gurugram-Manesar Urban Complex, Tehsil and District Gurugram, Haryana (“**Licensed Land-III**”).
- G. The Land Owner is in absolute ownership of a land admeasuring **3 acres** comprised in Rectangle No. 122, Killa Nos. 16 min and 17 of Village Harsaru, Sector 36A, Gurugram, Haryana, in respect whereof, licensed for construction of a group housing complex thereon by the Town and Country Planning Department of Haryana vide License No. 71 of 2024 (“**Licensed Land-IV**”).
- H. The Land Owner has approached the “**Developer**” to jointly develop the aforesaid land as part of the ‘Krisumi City’ project and accordingly vide a Collaboration Agreement dated 05.03.2024 registered in the Office of Joint Sub-Registrar, Harsaru, Gurugram vide Book No.-1, Volume No.-68, Registration No.-5839, Registration Year 2023-2024, and General Power of Attorney dated 05.03.2024 registered in the Office of Joint Sub-Registrar, Harsaru, Gurugram vide Book No.-4, Volume No.-1, Registration No.-164, Registration Year 2023-2024, the Land Owner has granted development rights to the Developer for construction and development of a residential real estate project and undertaking all acts, deeds and things in furtherance of the said construction activities including but not limited to design, develop, construct, market, book, launch, sell, dispose and monetize the project to be constructed thereon.
- I. Thereafter, DGTC had, vide License No. 71 of 2024 dated 26.06.2024 (“**License IV**”) valid till 26.06.2029, granted approval / sanction to the Land Owner in collaboration with the Vendor to develop a group housing colony on Licensed Land IV admeasuring 3 acres situated at Sector 36A, Village Sihi and Harsaru, Gurugram-Manesar Urban Complex, Tehsil and District Gurugram, Haryana.
- J. The Licensed Land-I, Licensed Land-II, Licensed Land-III and Licensed Land-IV are hereinafter collectively referred to as the “**Licensed Land**”; and the License I, License II, License III, and License IV are collectively referred to as the “**Licenses**”.
- K. The Developer has accordingly developed a group housing project “**Waterside Residences- The Forest Reserve-II**” comprising of [•] towers having stilt plus \_\_ floors each and other

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community buildings / facilities as sanctioned by the competent authority ("**Project**") on the on a part of the said land admeasuring 1.3125 acres ("**Project Land**") forming part of Licenses and the Licensed Land, on the basis of the building plans sanctioned by DGTCP vide Memo No. ZP-915A/JD(RA) 2025/2922 dated 23.01.2025.

- L. The main residential building of the Project together with related amenities and facilities is being developed on a distinct parcel of the Project Land.
- M. The Developer has registered the Project under the provisions of the Real Estate Regulation and Development) Act, 2016 ("**Act**") read with Haryana Real Estate (Regulation and Development) Rules, 2017 ("**Rules**"), with the Haryana Real Estate Regulatory Authority at Gurugram, Haryana ("**Authority**") on [•] under registration no [•] and the Project is part of larger township / colony, namely, "**Krisumi City**" being developed by the Developer on the Licensed Land, in phases, at Sector 36A, Gurugram, Haryana.
- N. Pursuant to the following allotment documents (collectively referred to as the "**Allotment Documents**"), the Vendee(s) had been allotted an **apartment bearing no. [ ]** having **carpet area of [ ] square mtr. (equivalent to [ ] sq. feet.)** and **saleable area of [ ] sq. mtr. (equivalent to [ ] sq.ft)**, being a [ ], on [ ] floor in Tower no. A ("**Building**") along with exclusive right to use [ ] ( [ ]) number of **covered** car parking(s) bearing nos. [ ] in [ ] **Basement** ("**Parking**") along with pro-rated right, interest in the common areas (as per deed of declaration filed / to be filed by the Developer for the 'Project/ Krisumi City'), ("**Common Areas**"):
  - (i) Application Form for booking of Apartment on [ ]
  - (ii) Allotment letter dated [ ];
  - (iii) Agreement for sale dated [ ], executed between the Vendor(s) and Vendee(s), duly registered in the office of the Sub-Registrar, Manesar on [ ] vide no. [ ];
  - (iv) Other documents/ memorandums/ letters/ communications executed or exchanged in respect of the Apartment.

[The apartment aforesaid along with proportionate interest in the Common Areas are collectively hereinafter referred to as the "**said Apartment**" more particularly described in **Schedule I**, floor plan in respect whereof is annexed hereto and marked as **Annexure A**].
- O. Pursuant to the completion of development of the Project, the DGTCP has granted an occupation certificate to the Project vide memo dated [•] bearing no. [•].
- P. The Vendor(s) is well and sufficiently entitled to sell the said Apartment forming the part of the approved layout plan of the Project and the said Apartment is free from all sorts of encumbrances, liens, charges whatsoever. The Vendee represents that it is well and sufficiently entitled to execute this Agreement in its capacity as purchaser / allottee / assignee in respect of the Apartment.
- Q. The Vendor(s), relying on the confirmations, representations and assurances of the Vendee(s) to abide by all the terms, conditions and stipulations imposed by statutory authorities in respect of the Project and the said Apartment, has agreed to transfer, convey and assign and the Vendee(s) has agreed to purchase the said Apartment together with all rights, titles and interests thereto, for Total Price (*defined below*) on the mutually agreed terms and conditions mentioned herein.

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- R. The offer of possession of the said Apartment was made by the Vendor(s) to the Vendee on [•] (“**Possession Notice**”) and pursuant thereto the Vendee(s) has made all outstanding payments to the Vendor and undertaken and satisfied itself by way of an inspection, as to the condition, quality and specifications provided in the Apartment and Project and thereafter confirmed its desire to execute this Deed and taken possession of the Apartment from the Developer/Land Owner without any demur or protest. The Vendee(s) has accordingly agreed to execute this Deed with the Vendor(s) for transfer of the said Apartment in his/ her/ their favour on terms mutually agreed and recorded hereinafter.
- S. The Vendee(s) acknowledges that the Developer has readily provided all the information, clarifications, etc. as required by the Vendee(s) and that the Vendee(s) has relied solely on his/ her/ their own judgment and investigation while deciding to purchase the said Apartment and in executing this Deed. There is no other oral or written representation or statement, made either by the Vendor(s) or any person claiming under them, which shall be considered to be part of this Deed.
- T. In furtherance to the above, the Vendee(s) after its complete satisfaction as to the title and rights of the Vendor(s) in the Apartment, had requested the Vendor(s) to convey the Apartment unto the Vendee(s) and based on such request the Vendor(s) is conveying the Apartment unto the Vendee(s) on the terms and conditions stated herein below.

**NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:**

1. That in pursuance of the aforesaid Allotment Documents and for a total consideration of **Rs. [ ]/- (Rupees [ ] Only)** (“**Total Price**”) paid by the Vendee(s) to the Developer or its nominated person (as applicable), the receipt of which is hereby acknowledged by the Developer, the Vendor(s) does hereby transfer, convey and assign by way of sale unto the Vendee(s) the entire rights, title, interest in the said **Apartment No. [ ]** having **carpet area of [ ] square mtr. (equivalent to [ ] sq. feet.), and a saleable area of [ ] sq. mtr. (equivalent to [ ] sq. ft), on [ ] floor in Tower no. [ ]** along with exclusive right to use **[ ] ( [ ]) number of covered car parking(s) bearing no. [ ] in [ ] Basement** along with *pro rata* right, interest in the Common Areas *[as defined under Rule 2(1)(f) of the Rules and the deed of declaration filed/ to be filed in respect of the Project/ Krisumi City]*, with all rights, liberties, privileges, easements necessary for the enjoyment of the said Apartment absolutely and forever in favour of the Vendee(s) subject to the terms and conditions set herein forth and permitted and laid down by the authorities on this behalf. The percentage of the undivided interest / share in the Common Areas allocated/ associated with the Apartment, shall not be separated from the Apartment and shall be deemed to be conveyed with the Apartment.
2. For the purposes of this Deed, Common Areas shall be such areas as are identified in the declaration or lawful amendments thereto filed by the Developer in terms of the Haryana Apartment Ownership Act, 1983 (“**Apartment Act**”) and the rules framed there under and / or any other statutory enactment or modifications thereof applicable on the said Apartment / Project.
3. That the Total Price of **Rs. [ ]/-** on this Deed has been paid by the Vendee(s) to the Developer / nominated person as applicable, the receipt of which the Developer hereby admits and acknowledges.
4. That the Vendee(s) has paid his/ her/ their share of External Development Charges (“**EDC**”) and Infrastructure Development Charges (“**IDC**”) as applicable and payable to the govt. or local authority which sum has been treated as part of the Total Price but excluded for the purpose of levy of stamp duty. The Vendee(s) further agrees to pay any additional sum / charges which may

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be levied by any Govt. or local body in respect of the Apartment. In case of revision / increment including those of EDC & IDC, the same shall be payable by the Vendee(s) on demand by the Developer proportionately on carpet area basis and until such amounts are paid the outstanding charges shall be treated as unpaid Total Price of the said Apartment. For this purpose, the EDC / IDC charges levied by the government authorities on gross acre basis shall be deemed to have been levied on carpet area only.

5. The Developer has allowed to the Vendee(s), an inspection of the approvals, permissions, sanctions, license, layout plans, building plans, ownership record of the Project Land, and various other approvals granted by the competent authorities in favour of the respective Vendor(s). The Vendee(s) has fully satisfied himself/herself/themselves about the rights, title, limitations and interest of the Developer to construct the Project on the Project Land. The Vendee(s) acknowledges that he/she/they has/have relied solely on his/ her/their own judgment and investigation while deciding to execute this Deed. The Vendee(s) further acknowledges that the Vendee(s) has undergone satisfactory diligence and site inspection and satisfied himself with the physical and other conditions of the Apartment.
6. That the actual physical vacant possession of the said Apartment has been handed over by the Developer to the complete satisfaction of the Vendee(s) and the Vendee(s) has taken over the same to his/ her/ their complete satisfaction in respect of its area, location, dimensions, specifications etc. and there is no issue whatsoever in this regard in terms of the Agreement for Sale.
7. The Vendee(s) hereby undertakes and agrees that upon execution of this Deed, all obligations of the Vendor(s) under the Agreement for Sale and subsequent memorandums/ documents executed in respect of the Apartment have been discharged to the satisfaction of the Vendee and that the Vendee shall not have nor claim directly or indirectly any amounts, damages, compensation, penalties or losses from the Vendor(s) pursuant to the agreement between the Parties.
8. That all the taxes, charges, levies whether levied or leviable in respect of the said Apartment from the date of execution of this Deed or due date of possession of the said Apartment, whichever is earlier, shall be payable by the Vendee(s) alone and the Vendor(s) shall have no obligation qua the same.
9. That the Vendee(s) has confirmed to the Vendor(s) that he/ she/ it is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project in general and the said Apartment in particular and the Vendee(s) agrees to abide by all such laws, by-laws, rules, regulations, notifications etc. as may be made by the Govt. / local authority / agencies relating to the Project and the said Apartment including the terms and conditions of the Licenses and other agreements executed with the DTCP / other authorities.
10. That the said Apartment transferred / sold under this Deed is free from all encumbrances, claims, demands, lien, sale, mortgage, dispute, litigation, gift, decree, court, attachment, etc. The Vendee(s) hereby confirms that he / she/ it has inspected the said Apartment and found the same in good and satisfactory order and he/ she/ it is fully satisfied with the specifications of the said Apartment. All the outstanding taxes, statutory charges and utility / service costs in relation to the Project Land and for the said Apartment have been cleared / paid by the Vendor(s) upto the date of offer of possession of the said Apartment to the Vendee(s), thereafter all such dues shall be the sole responsibility / liability of the Vendee(s).
11. That the Vendee(s) shall comply with and carry out, from time to time even after the execution of the Deed, the requirements, requisitions, demands and repairs which are required by any authority

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viz. Haryana Urban Development Authority, Director Town & Country Planning, municipal authority or any other government / competent authorities in respect of the said Apartment and / or construction over the said Apartment at his/ her/ their 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.

12. That, the Vendee(s) shall not carry out fragmentation, sub-division, partition of the said Apartment in any manner whatsoever, under any circumstances unless so permitted by rules, law laid down by the authorities and such permission has been obtained by the Vendee(s), failing which the Vendee(s) shall be solely and exclusively liable for all consequences arising there from.
13. That the Vendee(s) agrees to enter / has entered into a maintenance agreement (hereinafter referred to as the “**Maintenance Agreement**”) with a maintenance agency or any other body corporate, firm, association and/or society of residents of the Project (hereinafter referred to as the “**Maintenance Agency**”) as may be appointed by the Developer or the association of residents for the maintenance and upkeep of the Common Areas of the Project. The Vendee(s) undertakes to pay on pro-rata basis the maintenance charges, club usage charges and any other charges applicable to the saleable area of the Apartment, pursuant to the Maintenance Agreement. The Vendee(s) shall deposit/ keep deposited Interest Free Maintenance Security Deposit (hereinafter referred to as the “**IFMSD**”) with the Maintenance Agency in accordance with the Maintenance Agreement, with effect from the date of offer of possession, irrespective of whether the Vendee(s) is in occupation of the said Apartment or not, and to. The Vendee(s) also agrees to pay and be made liable to pay pro-rated maintenance charges in respect of upkeep of such other common areas constructed within the colony (‘Krisumi City’) along with electricity and other utilities, which are constructed and being provided for the benefit, access and use by all residents of Krisumi City. Such charges shall be paid by the Vendee(s) based on actual expenses incurred, on a pro-rated basis and only upon such common areas being constructed and made operational for use and access inter-alia by residents of the Project.
14. The Vendee(s) hereby agrees and confirms that the Vendee(s) shall not withhold payment of any dues/charges payable by the Vendee(s) to the Maintenance Agency on account of any pending or future dispute of whatsoever nature with the Developer.
15. The Vendee(s) without demur agrees to use Common Areas in the Project/ Krisumi City strictly in accordance with the terms and conditions of this Deed, declaration(s) filed/ to be filed under the Apartment Act, bye-laws of the apartment owner association/ societies and/or any other provision of the applicable laws.
16. The Vendee agrees and understands that the Developer and / or the Maintenance Agency appointed by the Developer shall maintain and upkeep the Common Areas of the Project/ Krisumi City until the same are transferred / assigned to the association/ society and the Vendee(s) agrees and confirms that it shall not dispute or object to the same.
17. The Vendee(s) hereby confirms that they have/ shall execute the necessary consent form and shall do all such acts and deeds as required to join the association of allottees recognized by the Developer and have paid/ shall pay all applicable charges for membership.
18. The Vendee(s) has understood various provisions of the Apartment Act and all its implications thereof in relation to this Deed and the Vendee(s) shall ensure that it shall make all necessary filings and compliances under the Apartment Act, for exercising its rights in respect of the Apartment and its membership in the association, pursuant to the conveyance of the Apartment

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to the Vendee(s).

19. The Vendee(s) agrees to pay contribution to maintain a replacement / sinking fund as per the Maintenance Agreement executed/ to be executed in respect of the Apartment. As and when any plant, machinery and equipment installed in the Project requires major repairs, replacement, upgradation, additions etc., the cost thereof shall in the first instance be met from out of the said replacement / sinking fund. Any shortfall shall be paid and contributed by all the residents in the Project on pro-rata basis (i.e. in proportion to the carpet area of their respective apartments). The Developer or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Vendee(s) agrees to abide by the same.
20. That the Vendee(s) also undertake to pay regularly on demand all the charges including taxes, levies and other demands of the government whether levied and leviable in future in proportion to the carpet area of the said Apartment allotted to him / her if the said Apartment is not separately assessed. In the event of any increase in such charges whether prospective or retrospective, these charges shall be treated as unpaid sale consideration of the Apartment and the Developer shall have lien on the said Apartment of the Vendee(s) for recovery of such charges.
21. That the Vendee(s) shall have the right to use the Common Areas/ Amenities of the Project/ Krisumi City subject to timely payment of maintenance charges, club usage charges and other applicable charges as per the Maintenance Agreement. If the said charges are not paid by the Vendee(s) regularly on or before its due date, then the Vendee(s) may not have the right to use the Common Areas/ amenities and the Maintenance Agency shall be entitled to put such restrictions on the use thereof by the Vendee as it may so deem fit.
22. The Vendee(s) shall, after taking over possession of the Apartment, be solely responsible to maintain the said Apartment at his/ her/their own cost, in a good and habitable condition and shall not do or suffer to be done anything in or to the building, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support shelter etc. of the building, is not in any way damaged or jeopardized.
23. That the Vendee(s) shall not use or allow to use the said Apartment for any purpose other than residential, or in any manner that may cause nuisance or annoyance to occupants of other apartments in the Project or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said Apartment which tends to cause damage to any services of any apartment adjacent to the said Apartment or anywhere in the Project. The Vendee(s) hereby agrees to jointly and severally indemnify the Vendor(s) against any penal action, damages or loss due to misuse for which the Vendee(s) or any person claiming under him shall be solely responsible for the same.
24. The Vendee(s) hereby undertake not to carry out any construction work or encroachment in the vacant area or Common Areas. The Vendee(s) further undertake, assure and guarantee that he / she / it would not put any sign-board / name-plate, antenna and / or other telecommunication or other communication equipment, neon light, publicity material or advertisement material etc. or hang laundry for drying on the face / facade of the building or anywhere on the exterior of the Apartment or in the Common Areas. The Vendee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior

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elevation or design. Further the Vendee(s) shall not store any hazardous or combustible goods in the Apartment and Parking or place any heavy material in the common passages or staircase of the building and / or any part of the Project/ Krisumi City. The Vendee(s) shall ensure that he / she/ it shall not create any hindrance by way of locking, blocking, parking or any other manner restrict the rights of passage or access to Common Areas which are otherwise available for free access to all residents. The Vendee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment and Parking (if applicable), as the case may be.

25. That the Vendee(s) shall have the exclusive ownership right only in respect of the said Apartment and shall have only proportionate indivisible rights in the Common Areas, developed and / or to be developed by the Developer. The Vendee(s) or any other person(s) claiming through the Vendee(s) shall not be entitled to bring any action for partition or division of the Project Land, Licensed Land, Common Areas, Project, Krisumi City or any part thereof. The Vendee(s) do hereby agree and confirm that he/ she/ they shall not create any blockages, elevations, constructions in the Common Areas and shall jointly and severally indemnify the Developer for any losses and damages to the Developer for any of its acts of omission or commissions in this regard.
26. The Vendee(s) understands that the total FAR on the Licensed Land may be allocated by the Developer to each phase proposed to be constructed thereon, at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase. The Vendee(s) undertake not to raise any dispute in this regard. The Vendee(s) agrees and understand that if the FAR is increased by the competent authority beyond the current applicable FAR, the Developer shall have the exclusive right and ownership on the additional FAR with the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the other portions of Licensed Land and revise the layout and / or building plans as per the approvals granted by the competent authority and as per the applicable laws for the other portions of the Licensed Land. The Vendee(s) further agrees and confirms that any such additional construction shall be the sole property of the Developer, which the Developer shall be entitled to dispose off the same in any manner it may so deem fit. The Vendee(s) further agree and confirm that the Developer may migrate the existing FAR of the Project towards the other parts of the Licensed Land. The Vendee(s) hereby provides its unconditional and unequivocal no objection and consent under the applicable laws for additional construction and / or revision in plans undertaken by the Developer for the reasons mentioned above.
27. The Vendee(s) hereby agree, acknowledge, and understand the below mentioned facts and provides irrevocable and unconditional consent for the same and further undertakes that the Vendee(s) shall not raise any demand, claim, dispute, or objection whatsoever in this regard:
  - a) **“Krisumi City”** refers to the residential group housing project(s) / township(s) / colony(ies) being developed by the Developer in different phases, on the Licensed Land admeasuring approximately 33.38125 acres situated at Village Sihi & Harsaru, Sector 36A, Gurugram, Haryana. The Project is being developed on Project Land, which is a phase of Krisumi City and designated as a Phase therein;
  - b) The Project comprises of certain specified common areas (limited common areas) to which the Apartment owners within the said phase shall have specified rights of use and access thereto with proportionate interest of ownership therein as per deed of declaration filed/ to be filed by the Developer, provided however that certain common areas and facilities in Krisumi City as may be specified by the Developer, shall be made available for use and access by all residents within the said colony in the proportion prescribed under the deed of declaration to be filed for Krisumi City.

- c) Access to the said Project shall be made available through a 6 meter wide road which runs along the periphery of the Project and the said road shall pass through / connect the other phases of 'Krisumi City' ("**Common Access Road**" identified under **Annexure B** hereunder) and the Common Access Road shall be used by the occupants / residents of such phases of Krisumi City for the purpose of ingress / egress to / from such phases. The Common Access Road shall always remain accessible to and by residents/ occupants of the entire colony 'Krisumi City' and such Common Access Road shall not be designated or claimed as exclusive rights available for residents of any specified phase(s) of the 'Krisumi City'.
- d) The Developer may integrate and interconnect some of the services and facilities of the Project (such as basement, STP, drainage, parking etc.) with other phases of Krisumi City subject to compliance with applicable laws, which may not be divisible or claimed as divisible, for purposes or benefit of any single phase / project within the colony.
- e) The Developer is developing a green area on the Project Land (demarcated as "Common Green Area" in the layout plan), which shall always remain common for the entire 'Krisumi City' and its residents / occupants, and the said Common Green Area shall not be exclusively available only for residents of the Project. No resident(s)/occupant(s)/allottee(s)/ apartment owners in the Project or any other part of Krisumi City shall have or claim exclusivity of rights or interest therein.
- f) The Developer is fully entitled, in its sole and absolute discretion, to avail / purchase / enhance any additional Floor Area Ratio ("**FAR**") in relation to the Project / Project Land / Licensed Land 'Krisumi City' under Transit Oriented Development ("**TOD**") Policy and / or any other policy prevailing in the State of Haryana and to utilize the said FAR on any other phase / area of the 'Krisumi City'. The said additional FAR shall be the sole entitlement of the Developer and the Developer shall be entitled to commercially employ such additional FAR in such manner as it may so deem fit.
- g) The Developer has the right to integrate additional land parcel(s) in the Licenses and/or acquire additional licenses in respect thereof for the larger colony and alter (increase or decrease) the area of Krisumi City and/or migrate part of its area/FAR for any other use permitted by the DGTCP or other competent authority.
- h) The Developer has developed the stipulated number of residential units for the EWS (Economic Weaker Section) corresponding to the Project in accordance with the applicable laws, rules and regulations on a parcel of land within the Project Land. The Developer may carry out changes to construction and development of EWS component attributable to the Project along with the EWS component attributable to other phases / projects, if permissible, within the larger colony, on a separate land parcel (outside the Project Land *as defined under Recital I above*) earmarked for development of EWS residential units within Krisumi City as per the approved building plans and applicable laws; and
- i) The Developer may amend / modify / alter the sanction plan, layout plan, specifications, building plan and / or any other plans / approvals of "Krisumi City", subject to the applicable laws, rules and regulations, in such manner as may be solely and absolutely determined by the Developer to achieve the understanding captured in Sub clauses b) to h) above, without affecting the layout of the residential tower/building in which the Apartment is situated and/or the rights associated therewith. The Vendee(s) hereby gives his/her/their unconditional and irrevocable no objection/consent to the Vendor and agrees to execute such documents as maybe required and cooperate with the Developer in this regard from time to time.

- j) It is clearly understood by the Vendee(s) that the Vendee(s) shall at no time have the ownership or title over the Parking, except for the exclusive right to use and occupy the same for himself or for his/ her/ their visitors. The Apartment along with the Parking, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Vendee(s) independently.
28. The Developer shall define the independent rights / interest of each apartment owner/ residents in respect of the Project and the rights / interest of such apartment owner/ residents in respect of the entire Krisumi City, upon completion of construction of the entire colony. Until such time that the said colony, i.e. Krisumi City, is entirely developed, the Developer shall define rights of the apartment owner/ residents herein, in such manner as is reasonably practical, in the statutory declarations / compliances required to be undertaken by the Developer.
29. That the Vendee(s) further agrees and undertakes that he/ she/ they shall not, at any time have any right to object to the Developer or any nominee or successor of the Developer constructing or continuing with the development of the Licensed Land / other portions of 'Krisumi City' and if already constructed to raise additional construction anywhere in the Licensed Land / other portions of 'Krisumi City' as per sanctioned plans. The Developer shall be fully entitled to construct on the remaining part of the Licensed Land / other portions of 'Krisumi City' as per the sanctioned plans or revisions thereof and the Developer shall be entitled to obtain revision of sanctioned plans for the balance part of the Licensed Land / other portions of 'Krisumi City' in accordance with rules and regulations of the DTCP Haryana. The Vendee(s) agree that under any circumstances he/ she/ they shall not stop or take any steps to stop such construction on the ground of nuisance, disturbance or for other reasons of any nature whatsoever or demand any compensation or make any objection / claim. The Vendee(s) acknowledges that the Project is being constructed as part of the larger colony 'Krisumi City' and accordingly undertakes that it shall not claim directly or indirectly for a partition of the Licensed Land/ Project Land such that a separate representation in respect of the Project is demanded.
30. That the Developer, at its sole option, after getting the permission to receive the bulk electric supply, shall supply the electricity to the Vendee(s) and the Vendee(s) agrees to take the electric supply from the Developer / Maintenance Agency. The Vendee(s) herein undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Developer / Maintenance Agency / electricity power distribution companies, in proportionate share as determined by the Developer / Maintenance Agency / electricity power distribution companies of all deposits, securities and charges paid or payable by the Developer / Maintenance Agency to whom permission to receive bulk supply and distribute the same is granted. The Vendee(s) agrees to enter into and execute the power supply agreement and / or all or any other documents, as may be required for this purpose. The Vendee(s) further undertakes that it shall not default in payment of the bills, charges, meter rentals etc. of electricity consumption charges as demanded by the Developer / Maintenance Agency. The Vendee(s) hereby give his/ her/ their irrevocable consent to the Developer to adopt or not, at their sole discretion, the prepaid services under single point / bulk supply of electricity to Project. If the prepaid mode of availing the service is adopted, the prepaid meters will be installed, which will facilitate use of electricity after advance payment only.
31. That the Developer may make provisions for common water supply to the Project and Vendee(s) herein undertakes to pay on demand to the Developer / Maintenance Agency, the charges / bills as determined by the Developer / Maintenance Agency towards providing the same. The Vendee(s) further undertakes that it shall not default in payment of the bills, charges etc. of water consumption charges as demanded by the Developer / Maintenance Agency.

32. The Vendee(s) agrees that power back-up for the installed electrical load for the Apartment shall be made available subject to timely payment of maintenance charges by the Vendee(s). The Vendee(s) shall not be entitled to claim any damage / loss whether direct or consequential from the Developer / Maintenance Agency or any entity providing the power back-up in the event of low voltage, low frequency, inconsistent, erratic or non-availability of such power back-up or any failure due to any reason beyond the control of the Developer and / or the Maintenance Agency / any other entity providing the power back-up. The provision for the power back-up shall be done through DG Sets, capacity for which shall be decided by the Developer considering a suitable diversity and load factor and shall be subject to the Applicable Laws. The Vendee(s) shall make use of energy-efficient light fixtures and fittings.
33. The structure of the building / Project shall be insured by the association of allottees or Maintenance Agency (on behalf of the association), against the risks of fire, earthquake, lightening, riots and civil commotion, terrorism and other perils and the premium cost thereof shall be payable proportionately by the Vendee(s) as and when demanded by the association of allottees / Maintenance Agency, as the case may be. The Vendee(s) shall not do or permit to be done, any act or conduct which may render void or voidable such insurance or cause any increase in the premium payable in respect thereof for which the Vendee(s) shall be solely responsible and liable. However, insurance, if any, of any items / things / articles inside the Apartment and third-party risk shall be solely at the risk and cost of the Vendee(s).
34. That the Vendee(s) hereby agrees that he / she / it shall abide by the terms and conditions of this Deed and the applicable laws and should there be any contravention or non-compliance of the provision of this Deed, the Vendee(s) shall be solely liable for the same. If any loss is caused due to any acts of the Vendee(s) to the Vendor(s) / their nominee, the Vendee(s) undertakes to keep the Vendor(s), its officers, employees indemnified and harmless against all such losses and against all the consequences of breach by the Vendee(s) of any of the terms and conditions of this Deed or any law for the time being in force at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses etc. The Vendee(s) hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commissions and omissions on his / her / their part, representatives and / or any other person claiming under / through him.
35. That, the name of the Project i.e. **“Waterside Residences- The Forest Reserve-II”**, shall not be changed under any circumstances by the Vendee(s). The Vendee(s) agrees to use the word **“Waterside Residences- The Forest Reserve-II, Krisumi City”** in all references for the address of the Apartment.
36. The Developer shall not be responsible for any defect or damage caused to the said Apartment of the Building by any act of providence, insurrection, civil riot, third party, delay in taking possession by the Vendee(s) or occupants of other apartments in the said Building. The five year defect liability period in terms of the Act shall be reckoned from date of possession of the said Apartment.
37. All costs of stamp duty, registration fee and other miscellaneous / incidental expenses including documentation charges and legal fees and charges for execution and registration of the Deed has been borne and paid by the Vendee(s). If any other charges become payable under law or demanded by any concerned authority, then the same shall be paid and borne by the Vendee(s) only. If the Developer incurs any expenditure towards registration of the Apartment, the same shall be reimbursed by the Vendee(s) to the Vendor.

**VENDOR**  
**VENDEE(S)**

38. Vendee(s) shall strictly comply with Rules, regulations, conditions and restrictions set forth in the Deed and bye-laws as framed by the Developer from time to time in respect of the Project/ Krisumi City.
39. That the Vendee(s) may transfer by sale, gift or otherwise the said Apartment in accordance with the applicable laws. However, before such sale/ transfer, the Vendee(s) shall inform the Developer of the said transfer and clear all the outstanding the maintenance charges or other statutory outstanding(s), if any prior to creating any third party rights, title or interests in the Apartment, and also take no dues certificate from the Vendor(s)/ Maintenance Agency / association of allottee(s), as the case may be.
40. Vendee(s) shall not be entitled to exempt his/ her/ their future transferees from the liability for his/ her/ their contribution towards maintenance and other charges, as he/ she/ it has already agreed to pay the same by executing a Maintenance Agreement and notwithstanding anything contained herein, all such charges, if remain unpaid shall constitute a charge on the Apartment of the Vendee(s). the Vendee(s) shall ensure that on further transfer of the said Apartment, the transferee shall be jointly and severally liable with the Vendee(s) for all unpaid assessments of his/ her/ their share of the common expenses. The future transferee shall substitute himself in place of the present Vendee(s) in the said Maintenance Agreement and all future transfers shall have reference to the rights of present Developer in respect of the charge on the Apartment as explained above and also the agreement in respect of accepting the terms and conditions of the present Deed.
41. That, if any provisions of this Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, and the remaining provisions of this Deed, shall remain valid and enforceable in accordance with their terms.
42. That, this Deed and Schedule hereto constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous correspondence(s), report(s), project report(s), agreement(s), negotiations, discussion(s), representations(s), promise(s), or understandings, both written and oral, among the Parties, with respect to the subject matter hereof. The preamble and recitals to this Deed shall form an integral part of this Deed.
43. Any references in this Deed to anyone gender, masculine, feminine or neuter, includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires.
44. This Deed shall be governed by the laws of India and the courts of Gurugram shall have exclusive jurisdiction to entertain and adjudicate any dispute arising between the Parties under this Agreement.

**VENDOR**  
**VENDEE(S)**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:**

**For & on behalf of Krisumi  
Corporation Private Limited:**

**For & on behalf of Vendee(s):**

**Authorized Signatory**

**Name:**

**Name:**

**For & on behalf of Namo Lands  
Private Limited:**

**Authorized Signatory**

**Name:**

**WITNESSES:**

**1.**

**2.**

**Signature:**

**Signature:**

**Name:**

**Name:**

**Address:**

**Address:**

**VENDOR  
VENDEE(S)**

**SCHEDULE I**

**Part A**

**DETAILS Unit No.:**

**Unit Type:**

**Tower No.:**

**Floor No.:**  (  )

**Carpet Area:**  square meter (equivalent to  square feet)

**Exclusive Area:**  square meter (equivalent to  square feet)

**Saleable Area:**  square meter (equivalent to  square feet)

**At or towards the North:**

**At or towards the South:**

**At or towards the East:**

**At or towards the West:**

**PARKING**

**Car Parking Usage Rights:**  (  Parking)  
**Parking Nos.**  in

**VENDOR  
VENDEE(S)**



**SCHEDULE I**

**Part B**

**SPECIFICATIONS OF THE SAID APARTMENT**

**ANNEXURE A**

**FLOOR PLAN OF THE APARTMENT**

*Note: 1 square meter = 10.764 square feet*

**VENDOR  
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**ANNEXURE B**  
**PLAN OF THE COMMON ACCESS ROAD**

**VENDOR**  
**VENDEE(S)**