

CONVEYANCE DEED

Property No. : [●]
Project : Palm Drive ,
Sector-2,3 Pataudi,
Gurugram.
Type of Deed : Conveyance Deed
Type of Property : Affordable Plotted Colony
Plot Area : [●] Sq.Meters ([●]Sq.Yards)
Value : Rs.[●]
Stamp Duty : Rs.
[●]E-Stamp No. and date : [●]

THIS Deed of Conveyance ("ConveyanceDeed" or "Deed") is made and executed at Gurugram on this day of _____.

BY

M/s VK and Sons Infratech Private Limited (CIN- U68100HR2023PTC111290) , a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case maybe], having its registered office at **10 A,Ground floor, Park Centra Building, Sector-30, Gurugram , Haryana-122001 PAN –AAJCV3615L**), represented by its authorized signatory **Bijendra Pal Singh (Adhaar No.-639905429312)** (hereinafter referred to as the "**Vendor**", which expression shall unless repugnant to the context hereof mean and include its respective successors-in-interest, representatives, nominees and permitted assigns) being the party of the **FIRST PART**;

In Favour of

[If the Allottee is a company]

_____, (Corporate Identity No. _____)
_____)a company incorporated under the provisions of the Companies Act, 1956/2013 (as the case maybe), having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (AadharNo. _____), duly authorized *vide* resolution of its board of directors 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)being the party of the **SECOND PART**.

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act , 1932 (Registration No. _____ with the Registrar of Firms & Societies, _____), 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 and their legal heirs, executors and administrators of the last surviving partner and his/her/their assigns) being the party of the **SECOND PART**.

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____ (Aadhar No. _____) son/daughter/wife of _____, aged about _____ years, residing at _____, PAN _____ (hereinafter referred to as 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) being the party of the **SECOND PART**.

[OR]

[If there are more than one Allottee as Individual]

Mr./Ms. _____ (Aadhar No. _____) son / daughter/wife of _____, aged about _____ years, residing at _____, PAN _____; Mr./Ms. _____ (Aadhar No. _____) son/daughter/wife of _____, aged about _____ years, residing at _____, PAN _____; and Mr./Ms. _____ (Aadhar No. _____) son/ daughter/wife of _____, aged about _____ years, residing at _____, PAN _____ (herein after collectively referred to as the "**Vendee**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns) being the party of the **SECOND PART**.

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar No. _____), son of

_____Aged about _____ years for self
and as the Karta of the Hindu Joint Mitakshara Family known as _____HUF, having
its place of business/residence at _____, PAN

_____ (hereinafter referred to as the "**Vendee**" which expressionshall,
unless repugnant to the context or meaning thereof, be deemed to mean and themembers
or member for the time being of the said HUF, and their respective heirs, executors,
administrators and permitted assigns) being the party of the **SECOND PART**.

[OR]

[If the Allottee is a Society]

_____, (Society Registration No. _____),
a society registered under the Societies Registration Act, 1860, having its registered office at _____,
(PAN _____),

Represented by its authorized signatory _____ (Aadhar No. _____) duly
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 its successor-in-
interest and permitted assigns) being the party of the **SECOND PART**.

[OR]

[If the Allottee is a Trust]

_____ (Trust Registration No. _____),
_____, a Trust registered under the _____
_____, having its registered office at _____,
(PAN _____), represented by its authorized signatory _____
(Aadhar No. _____) duly 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 its successor-
in-interest and permitted assigns) being the party of the **SECOND PART**.

[Please insert details of other allottee(s), in case of more than one allottee].

_____ (Aadhar No. _____), S/W/D/o Mr.
_____, aged about _____ years, residing at _____
_____, (PAN _____ No. _____)
_____, (hereinafter referred to as the
"**Vendee**", which expression shall unless repugnant to
the context or meaning thereof be deemed to mean and include his/her/their legal heirs,
executors, administrators, successors-in-interest and permitted assigns) being
the party of the **SECOND PART**.

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

The singular includes the plural and vice versa and any work or expression defined in the
singular shall have a corresponding meaning if used in the plural or vice versa. A reference
to any gender includes are reference to all other genders.

WHEREAS:

1. The Owner is the sole and Exclusive owner and in Possession of Land admeasuring 36 Kanal 16 Marla comprising in Khewat no. 1209 Khata no. 1224 Rect no 54 Kila no. 17/2 (0-10) 24/1 (2-17) Kita 2 Total Land 3 Kanal 7 Marla and Khewat no.1221 Khata no.1236 Rect no 54 Kila no. 4/2 (7-12) 5/2/2 (2-12) 6 (3-0) 7/1 (7-12) 14/2 (6-19) 17/1 (5-14) Kita 6 Total Land 33 Kanal 09 Marla the Total Land of measuring 36 Kanal 16 Marla and wide mutation no. 16795 situated in revenue estate of village Pataudi Tehsil Pataudi and district Gurugram Haryana as Describe in Shedule -I hereunder (hereinafter refered To as the **"Said Land"**) totally admeasuring 6.475 acres situated at Sector-2,3,Village Pataudi , Tehsil Pataudi, Gurugram,Haryana having an area of 6.475 acres (hereinafter referred to as said colony/said residential plotted colony known as **"PALM DRIVE"** Project),
2. The Vendor had been granted License bearing no. 64 of 2025 dated:07/05/2025 (hereinafter referred to as the **"License"**) by the Director General, Town & Country Planning, Haryana (hereinafter referred to as the **"DTCP"**) under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 (hereinafter referred to as the **"Act"**) and Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the **"Rules"**) upon the conditions mentioned there in for setting up of the Affordable plotted colony under DDJAY on the Said Land, and accordingly, the Vendor has constructed and developed aaffordable plotted colony on the Said Land by the name of **'PALM DRIVE'**(hereinafter referred to as the **"Project"**).
3. The Project comprises of the residential plots earmarked and allotted for development of the residential plotted area with common infrastructure, and the DTCP vide its Drawing No. 5270 dated: 07/05/2025 had approved the layout plans of the Project (hereinafter referred to as the **"Approved Plan"**).
4. The Project is registered under the Real Estate (Regulation and Development) Act, 2016 and Rules/Regulations framed thereunder (hereinafter referred to as the **"RERA"**) with the Haryana Real Estate Regulatory Authority at vide Registration No. _____ of 2025 dated _____.
5. The Project has been completed and Occupation Certificate (OC) in respect thereof has been obtained by the Vendor from the DTCP vide Memo No. _____ dated _____
...
6. In compliance of the provisions contained under the Haryana Apartment Ownership Act, 1983 and Rules framed thereunder (hereinafter referred to as the **"HAO Act"**), Deed of Declaration in respect of the Project has been registered as Vasika No. _____ dated _____ with the office of Sub-Registrar Pataudi, District Gurugram.
7. The Vendee represents and confirms that it has examined all the documents pertaining to the Project on the website of the Real Estate Regulatory Authority at Gurugram, and has/have understood all the documents and the information provided by the Vendor.

8. Considering the application submitted to the Vendor by the Vendee, a plot bearing No. _____, measuring _____ sq. meters/ _____ sq. yards (hereinafter referred as the "**Unit**") was allotted to the Vendee vide allotment letter dated _____, and thereafter, an agreement for sale dated _____ ("**Agreement**") was executed between the Parties and all the terms & conditions of allotment were contained therein and the same shall form the part of this Conveyance Deed.
9. The Vendee, prior to making the final payment to the Vendor and execution of this Conveyance Deed, has examined the Project and the Unit, relevant documents and having fully satisfied himself with the workmanship used in construction and development of the Project (including specifications thereof), and thereafter, paid the balance sale consideration to the Vendor. Accordingly, the Vendee has paid an amount of Rs. _____/- (Rupees only) as total sale consideration ("**Total Consideration**") for the Unit to the Vendor, which the Vendor hereby acknowledges.
10. The Vendee further confirms that it has verified the description and physical condition of the Project and the Unit including size, dimensions, etc. of the Unit and all other physical characteristics thereof, the facilities/amenities to be made available to the Vendee in terms of the Agreement.
11. On the Vendee being satisfied in all respects, the Vendor has handed over the actual physical possession of the Unit to the Vendee as per the specifications & amenities mentioned in the Agreement and the Vendee also confirms taking over the actual physical possession of the Unit.
12. The Vendee now desires to get the Conveyance Deed of the Unit executed & registered in its favour.
13. The Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the Unit, pay the maintenance charges as may be levied in terms of the maintenance services agreement executed by the Vendee with the Vendor/ maintenance agency ("**Maintenance Services Agreement**") and shall not interfere or object to any ongoing/ proposed construction to be raised on any portion of the Said Land, if any, as per FAR and density available now or in future and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed.
14. The Vendee has solely relied on its own judgment and investigation in this regard before deciding and/or agreeing to execute this Deed and the Vendee further confirms that no oral or written representations or statements made by the Vendor shall be valid or shall be considered to be part of this Deed with respect to the description, workmanship, specification of the Project and/or the Unit, quality of construction, infrastructure availability etc. as this Deed not only being self-contained and complete in itself in these respects but the Vendee also has examined, verified and confirmed these aspects.

NOW THEREFORE in furtherance to receipt of the Total Consideration, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of ownership of the Unit, absolutely and forever, in favour of the Vendee on the terms and conditions

mutually agreed by and between the Parties which is contained in this Conveyance Deed as under:

1(a) Subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration of the Total Consideration already paid by the Vendee to the Vendor, the receipt of which the Vendor do hereby acknowledges, the Vendor do hereby sell, transfer, convey, grant and assign the ownership of the Unit unto the Vendee along with proportionate, undivided, indivisible and impartible ownership rights in the Said Land and all the rights, privileges, advantages, title and interests in the Unit, and

the Vendee hereby purchases all such rights, interests and title of the Vendor in the Unit, free from all encumbrances.

(b) The Project shall be known as "PALM DRIVE" and the said name shall not be changed by the Vendee individually and/or jointly with other allottee/owners of units in the Project or their association.

2(a) The Vendor hereby confirms and acknowledges the receipt of the Total Consideration in respect of the Unit paid by the Vendee to the Vendor and that there is nothing due from the Vendee towards the sale consideration in respect of the Unit.

(b) The Vendee has paid its pro-rata share of the charges, cess, taxes, etc. payable in respect of the Project and the Unit. The Vendee has further agreed to additionally pay, on demand, the proportionate share of any additional amount on account of taxes or development charges payable to the competent authority and/or increase in any other charges/fee/tax/cess etc. which may be levied or imposed by the competent authority prospectively or retrospectively to the Vendor. The Vendor undertakes and agrees that while raising a demand on the Vendee for such increase in taxes or development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, it shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Vendee.

(c) The Vendee, if residing outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 ("FEMA"), the Reserve Bank of India Act, 1934 ("RBI Act") and the rules and regulations framed there under and any other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The Vendee shall furnish the required declaration as may be prescribed in this regard. The Vendee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made thereunder. The Vendee shall indemnify and keep and hold the Vendor and its directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure.

3(a) The Vendee shall be entitled to the ownership rights in the Project and rights of usage as specified below:

- (i) The Vendee shall have absolute ownership of the Unit.
- (ii) The Vendee shall have undivided interest in the common areas within the Project earmarked for use of the Vendee and other occupants in the Project.
- (iii) The Vendee shall have no right, title or interest in the remaining part of the Project except the right of ingress and egress over or in respect of the open spaces and all or any of the common areas in the Project. The Vendee shall use the common areas within the Project in which the Unit is situated, harmoniously along with other allottees, occupants, users, and staff of operating agency etc. without causing any inconvenience or hindrance to them. However, the Vendee shall not be entitled to claim partition of its interest in the common areas. This clause shall be applicable to the Vendee and all subsequent transferees as well.

- (iv) The Vendee shall have no title and interest in any other space on the surface of the Project which has not been allotted/sold to the Vendee or which have been reserved by the Vendor, and such space shall remain the absolute property of the Vendor who shall be fully entitled to deal with such space at its own discretion till it is sold or conveyed in any manner. The Vendee shall not raise any claim against the aforesaid spaces in the Project nor shall the Vendee attempt to use or park its vehicles in unreserved parking spaces. It is made abundantly clear and agreed by the Vendee that no other land(s)/unreserved parking spaces is/are forming part of the Deed.
- (v) The usage right in the common areas forming part of the Project does not confer any separable/ exclusive title or share in the common areas and shall be governed as per the Haryana Apartment Ownership Act, 1983 and Rules framed thereunder.
4. The Vendee understands that additional infrastructure may be required in future to meet the future demands/requirements of the Project or for complying with the requirements of the electricity department/distribution or supply of energy, in which event the Vendee acknowledges and agrees to pay additional proportionate share in establishing such additional infrastructure.
5. The vacant and physical possession of the Unit has been handed over by the Vendor to the Vendee and the Vendee hereby confirms having taken over the possession of the same from the Vendor after satisfying itself that the workmanship used in construction and development of the Project as also the various installations like electrification work, etc. are in accordance with the drawings, designs and specifications as per the Agreement and terms and conditions of booking and the same are in good order and condition and that the Vendee has satisfied itself in respect of the location, size and dimensions of the Unit.
- 6(a) The Vendee agrees that in case of procurement of further area adjoining the Said Land and/or further construction becomes permissible in future on the Said Land (including additionally acquired land), the Vendor shall have the exclusive right to take up and complete such construction without any objection or interference from the Vendee, and the Vendee shall not claim any right or interest in such area. It is agreed that in such a situation or with a view to complying with the provisions of the Haryana Apartment Ownership Act, 1983, the right of the Vendee in the Common Areas and in the Said Land underneath the Project shall stand varied accordingly, without any claims from the Vendee. The Vendor shall be entitled to connect the electric, water, sanitary, power backup and drainage fittings on the additional structure(s)/ storey(s) with such existing facilities/ installations without any objection or hindrance from the Vendee.
- (b) The Vendee agrees that if there is any unutilized FAR in the Project due to revised FAR and density norms or any other reason or additional FAR is permitted in the Project, the Vendor can raise construction over it on later date and the Vendee shall have no objection to the same even if the Project is completed and the possession thereof has been handed over. The Vendee gives unconditional consent to the Vendor to utilize the aforesaid additional FAR in accordance with the applicable laws and the Vendee shall have no objection or claim or demand any compensation for the same subject to the condition that construction shall be carried out as per the norms and the approved designs and drawings.

- 7(a) The Vendee agrees to abide by all laws, bye-laws, rules and regulations, conditions of the Central or State Government or local bodies relating to the Project and the Unit or any other structures constructed thereupon and shall be solely responsible and liable for all defaults, violations or breaches of any of the conditions of approvals and/or rules and regulations as may be applicable on the Vendee. The Vendee also agrees to abide by the terms of the Haryana Apartment Ownership Act, 1983 as amended from time to time and shall keep indemnified the Vendor and its employees for any liabilities or penalty resulting from such violations that may be attributable to the Vendee. The Vendee hereby indemnifies the Vendor/maintenance agency from any liability or penalty in this regard. The Vendee acknowledges that this Deed is subject to all laws & notifications and rules as applicable in respect of the Unit or the Project for the time being in force, including the terms & conditions of the License granted by the DTCP for the construction and development of the Project.
- (b) The Vendee agrees to adhere all applicable building bye laws, rules, regulations, notifications, etc. for the purposes of raising constructions on the Unit, and the Vendee assures that it shall be done strictly in accordance with the zoning regulations, approved building plans prescribed by the Vendor and upon obtaining requisite approvals from the concerned authorities. The Vendee shall be solely responsible for the failure on his part to comply with the statutory obligations or requirements, etc., and the Vendee hereby agrees to keep the Vendor harmless and indemnified from all penalties, compensations, etc. in this regard. Further, the Vendee shall not carry out fragmentation/sub-division or merging or joining of the Unit with other unit in the Project under any circumstances; failing which the Vendee shall be solely and exclusively liable for all consequences and expenses, costs, etc.
- (c) The Vendee shall use the Unit or permit the same to be used only for the permitted commercial purposes. The Unit shall not be used nuisance/activity, immoral or illegal activity which may create difficulty for other occupants in the Project (except in case of utilization of the Unit for the purpose of restaurant in compliance with the applicable laws) or against the public policy or directives of the Government Authorities and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any unit adjacent to the Unit and/or anywhere in the Project.
- (d) The Vendee shall ensure that fire safety equipment shall be kept functional and subsistent always within the Unit and in all the Common Areas of the Project, and the Vendee shall not keep any hazardous, explosive, inflammable chemicals/ material etc. which may cause damage to any part of the Project. The Vendee shall always keep the Vendor harmless and indemnified for any loss and damage in respect thereof.

- (e) The Vendee agrees and undertakes that the Vendee shall ensure uniformity and non-interference with structures, internal cabling etc. and for general safety, security as well as larger interest of the Project. The maintenance agency or the association of allottees, as the case may be, shall designate, regulate and approve the entry of service providers such as telephone, cable, satellite T.V/Radio, internet, Wi-Fi, wi-max, IP/IT services, general utility services or any other type of services. The Vendee shall take priorwritten approval of the Vendor/ maintenance agency/ association of allottees, as the case may be, before laying and/or connecting upon any type of pipes, wires, cables, antenna(s)and utility connections through the Common Areas, common facilities and/or the areas or facilitiesowned by the Vendor. In case such prior approval is not taken by the Vendee, the Vendor/maintenance agency/ association of allottees, as the case may be, shall be entitled to remove such connections without any compensation or claim and at the cost of the Vendee and shall remain indemnified for change of any power points, service points etc. if the same is not brought to its notice.
- (f) The Vendee acknowledges and confirms that the infrastructure facilities provided/to be provided by government/statutory authorities in the entire locality is beyond the control of the Vendor/ maintenance agency/ association of allottees and the Vendee shall not have a right to raise any claim or dispute against the Vendor/ maintenance agency/association of allottees in respect of the facilities provided/to be provided by government or any statutory authorities.

8.The Vendee shall have no right, title or interest of any kind in the land and building(s) reserved for future expansion, if any.

- 9(a) The Vendor shall have the right to provide maintenance services of the Project either directly or indirectly through an agency. The Vendee shall be required to pay the maintenance charges at such rates as may be prescribed by the Vendor / maintenance agency from time to time. The Vendee shall pay for the additional services, if any, provided by the Vendor or the maintenance agency, such as garbage collection, electricity charges of common areas, housekeeping, technical staff viz. plumber, electrician, pump operator, etc.
- (b) As per the terms stipulated in this Deed and the Maintenance Services Agreement,the Vendor / maintenance agency shall look after the maintenance and up keep of the common areas of the Project and shall enter into related agreements with various service providers for the purposes of upkeep and provision of the common area, facilities and amenities in the Project.
- (c) The Vendee agrees and confirms that it shall abide by the terms of the Maintenance Services Agreement and shall be bound by the same at all times. The Vendeeshall further be solely responsible to always maintain the Unit at its own cost in a good condition and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto Or belongings thereto in good and tenantable repair, and maintain the same in a fit and proper condition, and shall not do or suffer to be done anything in or to the Project, the Unit orcommon areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit in violation of the approved building plans. TheVendee shall also not remove any wall, including load-bearing wall of the Unit.The Vendee shall also not change the color scheme of the

outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design except with prior written permission of the Vendor. Further, the Vendee shall not place any material including flowerpots, etc. in the common passages.

- (d) The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor. The non-observance of the provisions of this clause shall entitle the Vendor / maintenance agency to enter into the Unit, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (e) The Vendee undertakes not to commence any structural alteration, addition or any other interior work without obtaining prior permission of the Vendor / maintenance agency. Even pursuant to grant of requisite permission, the Vendee or the person(s) authorized by the Vendee shall ensure that the interior or any work does not cause any hindrance or obstruction to other property owners in the Project. During the course of any construction, development and interior work in the Unit, the Vendee or the person(s) inducted in possession of the Unit shall take all precautions to ensure that no damage is caused to the common areas of the Project or to other units/ properties in the Project and in such an eventuality, shall be solely liable for providing the entire amount of compensation to the affected party and/or restoration of the damages so caused. Any construction, development, interior work, renovation etc. in the Unit shall be carried only during the day hours i.e. from 9 am to 6 pm only and such work shall not be carried on National or State Holiday declared by the Government. Such permission to carry out may also be denied under special and compelling circumstances by the Vendor / maintenance agency, as the case may be, which shall not be withheld unnecessarily.
- (f) The Vendee hereby agrees and undertakes to become a member of the association of allottees and to complete all the documentation and fulfill its obligations as may be required under the Haryana Apartment Ownership Act, 1983, Haryana Societies Registration Act, 2012 and the Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder.
- (g) The Vendee shall have no objection for utilization of the common areas / service area for the facilities and amenities of the Project and adjacent project(s) of the Vendor and/or its group entities.
- (h) The Vendee shall not use the Unit so as to cause blockage or hindrance to any common -areas and common passages. No common areas of the Project will be used by the Vendee for keeping/chaining pets (animals or birds), storage of cycle, motorcycles/wrong/unauthorized parking, nor shall the common areas of the Project be blocked in any other manner whatsoever.
- (i) The Vendee shall not be allowed to do any activity which may be objected to by the other allottees/occupants in the Project such as playing of high volume music, use of loud speaker, dumping of garbage or any activity which spoils the decorum or decency or beauty of the Project, including defacing of common walls, or throwing or dumping of refuse/garbage which could be subject to fine or penalties as per prevailing and applicable laws/ bye laws/Maintenance Services Agreement.

- (j) The Vendee shall abide by all laws, bye laws, rules and regulations of the Government, local/municipal authorities and/or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such condition or law, byelaws or rules and regulations.

- (k) The Project is in proximity of Sultanpur National Park/ Bird Sanctuary, therefore, the Parties shall abide by the Notification No. 151 dated: 27th January, 2010 notified by the Ministry of Environment and Forests published in the Gazette of India and the Parties shall comply with the provisions of the Wildlife (Protection) Act, 1972 and rules framed hereunder.
- (l) The Vendee in its individual capacity as well as the prospective or existing member of the association, as the case may be, hereby confirms and agrees that subject to Section 22 of the Haryana Apartment Ownership Act, in the event of redevelopment of the Said Land at any time in future on account of any force majeure events or any catastrophe or for any other reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such redevelopment on the Said Land. This clause shall be applicable to the Vendee and all subsequent transferees as well.
- 10 The Vendee shall not assign, transfer or part with the possession of the Unit without obtaining a 'no dues certificate' from the Vendor, the maintenance agency or the association of allottees, as the case may be. In the event of such assignment/transfer/sale of the Unit by the Vendee, the Vendee shall file transfer permission application along with the proper set of documents to be executed, in the office of Vendor/maintenance agency for its record. The transfer shall be subject to clearance of any outstanding dues still pending or recoverable due to any account which may be levied like statutory govt. dues, charges, taxes, user charges, etc. The Vendee as well as subsequent transferees of the Vendee hereby covenants to observe and perform all the terms and conditions of the booking, the Agreement and this Deed to keep the Vendor and its agents and representatives indemnified and harmless against the said payments and shall observe and perform the respective terms and conditions of each of the aforementioned documents. The Vendee shall indemnify and keep indemnified the Vendor against any loss and damages that the Vendor may suffer as a result of non-payment, non-observance or non-performance of the said terms and conditions by the Vendee. Further, such transfer, sale, lease, mortgage etc. shall be subject to the terms and conditions contained in the present Conveyance Deed. Further, the transferee or buyer shall be entitled to become a member of the association of the shop owners in place of the Vendee and shall be entitled to all the benefits and rights but subject to all the obligations and duties on the present Vendee. However, it shall be the liability, jointly and severally, of the Vendee /transferee / subsequent buyer with respect to the unpaid amount towards the maintenance charges (whenever payable), electricity charges or any other charges along with interest or penalty if any payable by the Vendee at the time of transfer of the Unit. The Vendee/ transferee/ subsequent buyer of the Unit shall be liable to pay the administrative charges, as applicable from time to time, to record his nomination/ mutation in the records maintained by the Vendor/ maintenance agency/association of allottees) as an owner of the Unit in the said Project.
11. It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit, the Project and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Unit, as in case of a transfer, all obligations go along with the Unit for all intents and purposes.

12. The Vendee shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal corporation or other authorities whether levied now or in future in respect of the Unit effective from the date of allotment of the Unit. Till the Unit is individually assessed to property tax or any other charges as aforesaid by the authorities, the Vendee shall be liable to pay to the Vendor on demand, such taxes/charges whether levied now or in future on the Said Land proportionate to the land area of the Unit. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor or its nominee or any other body or association of all or some of the shops/ units.
13. If the Vendee has to make any payment, in common with other allottee(s)/occupant(s) in the Project, the same shall be the proportion which the land area of the Unit bears to the total land area of all the shops/ units in the Project.
- 14(a) The Vendee shall be entitled to get the Unit transferred and mutated in its own name as owner in the records of concerned authority on the basis of this Deed or its true copy without any further actor consent of Vendor. However, if the Vendee transfers the Unit to a third party, subject to Clause 10 above, then the transferee shall be bound by the terms and conditions of this Deed.
- (b) Notwithstanding anything to the contrary stated in this Deed and the Agreement, it is categorically agreed by and between the Parties that Vendor shall not be liable for rectification of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations in the Project under the following circumstances:
 - (i) If the same has resulted due to any act, omission or negligence attributable to the Vendee or non-compliance of any applicable laws by the Vendee; and
 - (ii) The defects that are the result of ordinary wear and tear in due course.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Vendor in the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Vendor shall be entitled to the same, provided an intimation thereof has been provided to the Vendee prior to expiry of the said initial 30 (thirty) days. The Vendee hereby agrees to such additional time / extension of time without being entitled to /making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws. The Vendor or the maintenance agency shall not be responsible or liable in any manner for the maintenance and upkeep of the Unit to be constructed and developed by the Vendee on its own.

15. If any of the 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 applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with the terms and conditions mentioned therein.
- 16(a) The recitals, annexures and schedules including any representations and warranties form part of and are an integral part of this Deed and shall have the same force & effect

as if expressly set out in the body of this Deed being binding on the Parties, and any reference to this Deed shall include any recitals and annexures to it. Any references to Clauses and annexures are to Clauses of and annexures to this Deed. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears.

- (b) The Vendee acknowledges and agrees that it shall continue to remain bound by Such terms and conditions of the Agreement and this Deed in relation to the Unit and such obligations shall be equally applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the Unit.
- (c) References to this Deed or any other document shall be construed as references to this Deed or that other document as amended, varied, novated, supplemented or replaced from time to time.

17. All costs of stamp duty, registration fee and other miscellaneous and incidental expenses on the execution and registration of this Deed have been borne and paid by the Vendee and the Vendee agrees to pay any further demand or deficiency of stamp duty, fee etc. along with consequent penalties as may be levied by the concerned government authority,

In future .The Vendees shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 & Indian Registration Act, 1908 or any other applicable law including any actions taken or penalties imposed by the competent authority(ies).

18. The rights and obligations of the Parties under or arising out of this Deed including disputes between the Parties shall be construed and enforced in accordance with the Act and rules framed thereunder and other applicable laws of India for the time being in force.

19. The courts at Gurugram (Haryana) alone shall have an exclusive jurisdiction to entertain and decide the disputes & differences, if any which might arise between the parties with regard to the meaning, interpretation, implications and implementation of this Deed.

IN WITNESS WHEREOF the Parties have executed these presents at the place ,day, month and year as first above written in the presence of witnesses:

Witnesses:

1. (VENDOR)

2. (VENDEE)

