

Conveyance Deed/Sale Deed

1. Type of Deed : **CONVEYANCE DEED/SALE DEED**
2. Village/City Name : Pataudi
3. Segment/Block Name : GARDEN 28 PATAUDI Sector-4, Pataudi, GURUGRAM,
4. Type of Property : Residential Plot
5. Property No. :
6. Plot Area :
7. **Transaction amount :**
8. **Stamp Duty :**
9. **E-Stamp No./Date :**
10. **Registration Fee GRN/date :**
11. Commercial or Residential : Residential

This **Conveyance Deed/Sale Deed** ('Deed') executed on , at Pataudi Gurugram, by and between:

Parties:

1. **MR. HIMANSHU GARG S/O SH. NITANAND GARG (DEVELOPER)** (PAN:.....) (AADHAR NO.....), having its registered office at H. No. 248 Sector-5, Gurugram, Haryana, and its corporate office at Sheetla Tower, Ground Floor, Old Delhi Gurgaon Road, Opp. Airforce School, Gurugram Haryana Self or , represented by its authorized signatory **Mr.**, having Aadhar no., are here by severally authorized on behalf of the Developer vide Special Power of Attorney Deed No. dated Registered at Sub-Registrar Office Tehsil Pataudi, Distt. Gurugram, Haryana, Fully competent to execute this agreement (hereinafter referred to as the 'Vendor' which expression shall, unless contrary to the context, mean and include its representatives successors and assigns); of the First Part; and

[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 authorized signatory _____, (Aadhar No.) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (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 "Allottee" (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 a HUF]

Mr./ Ms. _____, (Aadhar no. _____) son/ daughter/ wife of _____ aged about 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 "Allottee" (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 Individual]

First Allottee

Mr./Ms. _____, (Aadhar no. _____) son/daughter of _____, aged, about _____ residing at _____, PAN _____), hereinafter called the "Allottee" (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.

Second Vendee / Joint Vendee (If Applicable)

Mr./Ms._____, (Aadhar no. _____)son/daughter of _____, aged about_____, residing at_____, (PAN_____), hereinafter called the “Allottee” (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.

(hereinafter referred to as the ‘Vendee’ which expression shall, unless contrary to the context, mean and include his or her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Vendor and Vendee may hereinafter collectively be referred to as ‘Parties’ and individually as ‘Party’.

Background

- A. The Vendor is the absolute and lawful owner of a cumulative area of 9.731 Acres/ 39379.897 square meters in the Revenue Estate of Village Pataudi, and falling within the boundaries of Sector-4, Pataudi, Sub- Tehsil Pataudi, Distt. Gurugram, Haryana the details of which are as follows:

Comprising Rectangular No. 101 Kila No. 6/2/2 (2-19), 14/2/1 (3-0), 14/2/2 (3-4), 15/1/1(3-4), 16/2/2(1-12), 16/3 (1-12), 17/1/1(0-7), 17/1/2(2-0), 24/2 (4-0),25/1/1(1-19),25/2/1(1-5), Rectangular No. 111 Kila No. 4/2/1(3-16),5/1(2-3),7/1/2(3-8), 14/2/1(4-4),17/1/2(1-5), 249/2/1/2/1(3-11),13(8-0),14/1(3-4),17/2(2-1),18/1(7-3),4/1(4-0),7/2(4-0) and Rectangular No 101 Kila No 17/1/3(2-0), 24/1(4-0) total 77 Kanal 17 Marla vide Jamabandi 2021-2022 and Mutation (Intkaal) no. 15803, 15783, 16463, 17523, Manjurshuda, of Village Pataudi, Tehsil Pataudi, Distt. Gurugram, Haryana

- B. The Vendor has/is developing the said Land into a plotted colony comprising of Residential Plots, Shopping Complex/Commercial Plots, Booths and all other kinds of facilities under the scheme of Deen Dayal Jan Awas Yojna-Haryana 2016, on the said land and the said project shall be under the name and style of ‘**GARDEN 28 PATAUDI**’ (‘ hereinafter called the Project’). However, this conveyance deed/sale deed is confined in its pe to the Plot No. details of which are given below;

- C. The Vendor has obtained an approval on the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approval for the Project under Deen Dayal Jan Awas Yojna-Haryana 2016, from Directorate of Town & Country Planning, Haryana vide **DRG no. DTCP 10038 DATED 13-02-2024 and DRG no. DTCP 10039 DATED 13-02-2024**. The Vendor agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws as applicable;
- D. The Director General, Town and Country Planning Haryana ('**DGTCP** ') granted License No. 139 of 2023 and Order Endst. No. LC-5014/DS(AK)/2025/1922 Dated 15.01.2025, under the Haryana Development & Regulation of Urban Areas Act, 1975 (in short '**1975 Act**') and the Haryana Development & Regulation of Urban Areas Rules, 1976, (in short '**1976 Rules**') ("**Licence**") for using the aforementioned Project Land for the development of the Plotted Colony under Deen Dayal Jan Awas Yojna-Haryana 2016 thereon. The Vendor obtained the approval on the layout plan/ demarcation/ zoning/ site plan or other requisite approvals, as applicable, from DGTCP and the plans have also been sanctioned by DGTCP. On the strength of the Licence and other approvals and permissions etc., the Vendor has undertaken/ is undertaking the development of the Project in a planned manner;
- E. In accordance with the approved plans the Vendor has developed the said complex on the said land with the name and style of **GARDEN 28 PATAUDI**.
- F. The Vendor has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurgaon on under registration no.
- G. After completion and development works by the Vendor in accordance with the license, The Director Town and Country Planning, Haryana has been granted **Completion Certificate** in respect of the said project bearing License No. ... of vide Memo No.....dated:.....
- H. The Vendor undertook and has carried out the development of the Project or part thereof on the Project Land or part thereof after getting the requisite sanctions, approvals, plans, permissions, registrations, certifications, permits etc. as per the applicable law and also in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016, Haryana Real Estate (Regulation & Development) Rules, 2017, Haryana Real Estate Regulatory Authority, Gurugram (Registration of Projects) Regulations, 2018 and other regulations, sanctions and rules made under applicable laws. The Project under the name & style of '**GARDEN 28 PATAUDI**' has been duly registered with the Haryana Real Estate Regulatory Authority for Gurugram at, Gurugram, Haryana in the name of the Vendor vide Registration no.;

- I. Whereas the developer had allotted a Plot no-..... measuring sq.mtr (..... Sq. Yd) of the above said project to Mr. S/o- Mr., R/Oana by way of allotment letter dated- issued by the Developer/ Vendor and Builder Buyer agreement had been executed and registered on dated as documents no- And the 1st Allottee i.e., **Mr.** has been Surrendered her right / Title and interest regarding the said plot /land No-..... measuring sq.mtr (..... Sq. Yd) situated in the said Project i.e. **'GARDEN 28 PATAUDI'**, Pataudi Sector-4, Gurugram Haryana. By way of Assignment Deed, **no-....., Dated:.....** in favour of **Mr.....S/oR/o.....**
- I. The Vendee having understood all limitations, restrictions, requirements and obligations of the Vendor and after fully satisfying him/herself with respect to the right, title and interest of the Vendor in the Project Land and parts thereof, the approvals and sanctions for the Project, as well as the designs, specifications and suitability of the development therein and the parameters for undertaking the construction as per the applicable laws, had approached the Vendor and applied for allotment of a plot in the said Project i.e. Project **'GARDEN 28 PATAUDI'**. In pursuance thereof, the Vendee (including his/ her/ its/ their predecessor-in-interest) was allotted the a residential Plot No. having admeasuring approximately **Sq. Mtrs. Sq. Yards**) in the Project. In furtherance thereof, the Vendor and the Vendee had entered into Plot Vendee's Agreement/an Agreement For Sale dated: (in short **"Agreement"**) whereby the Vendor agreed to sell the said a residential Plot No. having a plot area admeasuring approximately **Sq. Mtrs. Sq. Yards**) (hereinafter referred to as the **"Plot Area"**) in the Project as more particularly described and detailed and as depicted in **'Schedule 2'** along with the *pro rata* right to use in the Common Areas of the Project (hereinafter referred to as the **"Plot"**) on the terms and conditions contained therein, together with right to use and access all the Common Areas, rights, liberties, privileges and easements appurtenant to the said Plot or any part thereof and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained herein;
- J. The Vendee demanded from the Vendor and the Vendor has allowed the Vendee to inspect all ownership records of the Project Land and under the said Licence, various approvals granted by DGTCP (DTCP) and other Competent Authority(ies)/ Statutory Authority(ies), in favour of the Vendor, service estimate plan(s) and all other documents relating to the rights and title of the Vendor and further the right of the Vendor to develop, market, sell and convey the plots in the said Project. The Vendee has fully satisfied him/herself in all respects, with regard to the right, title, competency and interest of the Vendor in the Project Land and completed its due diligence to its entire satisfaction;

- K. The Vendee acknowledges and accepts that the terms and conditions of this Deed have been carefully read over and have been explained with its legal import and effect. Accordingly, the Vendee confirms executing this Deed with full knowledge and understanding of its terms and conditions, including their legal implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Deed. The execution of this Deed is an independent, informed and unequivocal decision of the Vendee;
- L. The Vendee has, without any promise or assurance other than as expressly contained in the Agreement and thereafter in this Deed, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into the Agreement for the purchase of the said Plot and thereafter this Deed. The Vendee acknowledges that the Vendor has readily provided complete information and clarification as required by the Vendee, however the Vendee has ultimately relied upon its own independent investigations and judgment in purchasing the said Plot. Save and except as specifically represented herein and as agreed in the Agreement on the terms and conditions as contained and agreed to therein, the Vendee's decision to purchase the said Plot in the said Project and that its decision is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Vendor or otherwise including but not limited to the physical characteristics of the Project Land. No oral or written representations or statements shall be considered to be part of this Deed and this Deed is self-contained and complete in itself in all respects;
- M. The Vendor being fully authorized and empowered to undertake the development of the said Project/ part thereof/ Plotted Colony, as the case may be, has completed the development of the said Project/ part thereof under the name & style of **'GARDEN 28 PATAUDI'** in accordance with the approved plans and other requisite sanctions, permissions, approvals obtained from the Competent Authorities;
14. The Parties agree and understand that the pe of this Deed is limited to the sale of the Plot in the said Project/ Plotted Colony, part/ portion thereof, as the case may be, to be developed as per approved demarcation cum zoning plan/ provision of services and for the consideration agreed herein only. All the amounts as set out herein and paid by the Vendee in accordance with the annexed Payment Plan are solely in lieu of the consideration for the transfer/ sale/ conveyance of the said Plot and besides this, no amounts has been charged as a fee for any kind of service whatsoever as may be implied or alleged to be due hereunder or may be deemed to be rendered by the Vendor to the Vendee hereunder. The Vendor of the said Project had not agreed to give and/or has not given/ provided any service to the Vendee and none shall be deemed to have been demanded or claimed and/or to be demanded or claimed by the Vendee at any point of time during or after the term of the Agreement and/or this Deed and/or under the provisions of the Agreement and/or this Deed except for providing and maintaining essential services and common

- facilities on reasonable charges till taking over of the maintenance of the said Project/ Plotted Colony, part/ portion thereof, as the case may be, by the Maintenance Agency and/ or Association of Vendees;
15. The Vendee has represented and warranted to the Vendor that it has legal and valid power and authority to enter into and execute this Deed and there is no legal restraint/ impediment in this regard and further the Vendee and/or its spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof and the Vendee shall be liable for all the consequential action thereunder;
 16. In compliance with the instructions of the DGTCP, the maintenance of the Project has been handed over/ will be handed over to the registered welfare association of the plot owners of the said Project/ Plotted Colony, as the case may be ("**Association of Vendees**") constituted under Applicable Law;
 17. The Vendee agrees that the said Project will be maintained by a maintenance agency so appointed by the Association of Vendees. The Vendee agrees that the Common Areas in the said Project, will be maintained by a maintenance agency so appointed by the Vendor/ Association of Vendees;
 18. The Vendee hereby also assures, represents and warrants to the Vendor that he/ she/ it/ they shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Plot, the said Project and the construction to be undertaken and carried out thereon by the Vendee within the agreed timelines and as permissible under the applicable norms, all in accordance with the applicable Laws, as the case may be, and pay its maintenance and other recurring/ usage charges, taxes, cess and any other charge, which the Competent Authority(ies) decides to levy in future with respect to the said Project/ Plotted Colony, as the case may be, and/ or the said Plot and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed;
 19. In accordance with approvals granted and applicable law in respect of the Project or part thereof, the Vendor has offered the possession of the said Plot to the Vendee;
 20. The Vendee hereby acknowledges and agrees to the final Plot Area of the said Plot bearing No. is **Sq. Mtrs. Sq. Yards**) and that the Vendee is fully satisfied about the said Plot Area (hereinafter referred to as the "**Final Plot Area**");
 21. The development of the said Project/ Plotted Colony, part/ portion thereof, as the case may be and more particularly the said Plot is complete and the Vendee has made the entire payment of the agreed consideration amount of the said Plot in accordance with the Payment Plan and has accordingly requested to execute the Deed i.e. the Conveyance Deed of the same.

22. The Vendee has inspected the said Plot and after fully satisfying himself/herself/ themselves that the development has been made in accordance with the sanctioned drawings with such modifications as were necessary, as have been agreed to between the Vendor and the Vendee, and that amenities and specifications are as approved by the Competent Authority(ies), the Vendee has agreed to take possession of the said Plot in his/her/its/their favour and has/ have now desired to get this Deed executed and registered in his/ her/ its/ their favour;

W. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein;

X. The Vendee hereby confirms that it is signing this Deed with full knowledge of all the applicable laws, applicable in the State of Haryana and related to the said Project

NOW THEREFORE, this Conveyance Deed witnesses that for the purpose of carrying into effect the Allotment Letter and the Agreement to Sell and further in consideration of the said sum of INR having been paid by the Vendee, the Vendor hereby grants and conveys to the Vendee all that part and parcel of the Unit on the following terms and conditions:

1. That this Deed i.e. the Conveyance Deed in respect of the transaction involved herein, is valued for the purposes of stamp duty at **Rs...../-** (..... **Rupees**) in terms of the Indian Stamp Act, 1899. The details of the Consideration for the sale, transfer, grant, conveyance and assignment of all rights, title and interest in the said Plot are set out below here to.
2. That the entire sale consideration amount of the above said Plot amounting to Rs...../- has been received by the Vendor from the Vendee, as full and final sale consideration of the above said Plot, prior to the execution of this Conveyance Deed, the receipt of which is hereby admitted and acknowledged by the Vendor, The details of the payment is given as hereunder:-

Amount in INR	Cheque/DD No.	Dated	Name of the Bank

3. That the Vendor has handed over the actual, physical, vacant possession of the said Plot unto the Vendee and the Vendee has taken the possession and is in possession of the same.
4. That the Vendor is full-fledged and lawful owner of the said Plot and is fully competent and entitled to execute and get registered this Deed in favour of the Vendee. Accordingly, this Deed is being executed by the Vendor to transfer and convey absolute title in respect of the said Plot in favour of the Vendee.
5. That in addition to the Consideration, the Vendee shall be liable to pay additional charges towards maintenance, common facilities and applicable charges towards maintenance. Further, all the cost and expense of connecting the electric cable from the main electric panel/ feeder pillar and installation, laying and maintenance of water line, sewer line & storm water manhole to the said Plot shall be borne by the Vendee who shall be solely responsible and obliged for all the payments, costs in relation thereto.
6. That on or after the execution of Deed, the Vendee has agreed -
 - i. to additionally pay to the Vendor, on demand any increase in the External Development Charges (EDC), Infrastructure Development Charges (IDC), Infrastructure Augmentation Charges (IAC), if any, or any other charges levied, by whatever name called or in whatever form (including with retrospective effect) and with all such conditions imposed by the Government of Haryana and/or any Competent Authority(ies), and such increase shall be borne and paid by the Vendee proportionately in the manner as determined/ conveyed by the Vendor.
 - ii. to pay, as and when demanded by the Vendor, the pro-rata share if any, of any statutory taxes, levies, cess, charges etc. (*by whatever name called*) of any kind/ amount whatsoever, including without limitation Goods and Services Tax (GST), (collectively referred to as **"Taxes & Levies"**) made applicable in future/ levied/ charged (including with retrospective effect) on the Project and/or in relation to the said Plot by the Competent Authority(ies) post the execution of this Deed. The Vendee shall further be liable to pay any change/ modification in Taxes & Levies as may be levied by the Government or any Statutory/ Competent Authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the said Plot). The Vendee confirms that if any GST is made applicable and levied, he/ she/they shall not claim any GST credit and/or claim any reduction in price of the said Plot due to application of GST, if any. The Vendee understands and agrees that the Vendor shall not be liable to refund the Taxes and Levies already deposited with the Government, if at any stage the Government revokes/ withdraws the tax till the time the same is actually received back in the account of the Vendor .

Further, such amount payable by the Vendee shall be deemed to be promised part of Consideration in addition to the entire Consideration paid herein in respect of the said Plot. The Vendor shall have first charge/ lien on the said Plot for recovery of all such charges, Taxes & Levies as referred to above. In the event of any such charges remaining unpaid, the Vendee agrees that the Vendor shall have unfettered right to resume the said Plot and the Vendee shall have no right, title and interest left in the said Plot thereafter. The Vendee further agrees that he/ she/ they/ it would not be competent to challenge such action of resumption of the said Plot by the Vendor due to default on such account on the part of the Vendee.

Further, if despite having paid Government charges to Government/ Competent Authority(ies) for making provision of external services such as road connectivity, electricity, water and sewerage connections, H.T. Lines, sub-station etc., the Government/ Competent Authority(ies) fails to provide basic infrastructure facilities on time and the Vendor decides to make extra investments to provide all such facilities, such extra investments shall be recoverable from Vendee on pro-rata basis. The amount calculated by Vendor shall be final and binding on the Vendee.

7. That the Vendee has already taken the possession of the said Plot after having inspected and fully satisfied himself/ herself/ themselves/ itself and confirms that the development of the Project has been carried out on the Project Land with clear title and in accordance with the approved service estimate plan and sanctioned plans and the agreed specifications. The Vendee further confirms that before taking over physical possession of the said Plot the Vendee has inspected/checked and verified all material aspects and has no complaints/ claims in this regard including but not limited to area of the said Plot, all amenities, specifications of the said Plot and all services rendered and/ or to be rendered and that the Vendee has no objection, complaint or claims with respect to same. The Vendee assures the Vendor that he/ she/ they/ it shall not raise any objection or make any claim against the Vendor in respect of the Plot and/or the said Project, development and/or any item of work which may be alleged to have been and/or not have been carried out or completed and/or for any reason whatsoever and such claim and/ or objection, if any, shall be deemed to have been waived by the Vendee.
8. That the Vendee after taking possession, shall be solely responsible to maintain, develop and construct the Plot for Residential usage including obtaining building plans, occupation certificate and other approvals at his/her/its own cost, and shall not do or suffer to be done anything in or to the Plot or any other Common Areas of the Project which may be in violation of any laws or rules of any Competent Authority or change or alter or make additions to the Plot.
9. That the construction of the Plot shall be undertaken, carried out and completed in accordance with Applicable Laws and as per the permissible norms after obtaining the requisite approvals, permissions, consent etc. from the concerned competent Authority. The Vendee undertakes and agrees that the construction and

development on the Plot shall be carried out strictly in accordance with the plans/ nomenclature prepared/ provisioned for by the Vendor and also in accordance with the Government Approved Zoning and other plans. The Vendee further undertakes and agrees that the facade (including the elevation style, themes, material finishes, frame, fenestrations and boundary walls etc.) of the building constructed by Vendee on the said Plot shall be in accordance with the guidelines if any, provided by the Vendor/ Maintenance Agency/ Association of Vendees to the Vendee in this regard, which shall be scrupulously followed by the Vendee. The Vendee agrees to undertake construction and development of the Plot within the time period as may be advised by the Vendor at the time of offer of possession/ as notified by the Vendor and/or as permitted by the Competent Authority(ies), all in accordance with the Applicable Law and after obtaining the requisite permissions, sanctions, approvals etc. from the concerned Competent Authority. The Vendee undertakes to strictly abide by the plans as approved by the Competent Authority(ies) for the Project in general and for the said Plot in particular. The Vendee also further undertakes to strictly abide by the provisions of 1975 Act, 1976 Rules, Punjab Act and the Punjab Rules and shall have no option to make any variation/ alteration/ modification in such plans, other than as permissible and shall be fully responsible and liable for the same and shall keep the Vendor fully indemnified and harmless in this regard.

10. That Vendor has made clear to the Vendee that the Vendor shall be carrying out extensive developmental/ construction activities/ sales promotion/ events etc., now and in future in the entire area falling outside the said Plot and the Vendee has/have confirmed that he/ she/ it/ they shall not raise any objection or make any claim or withhold, refuse or delay the payment of operation/ maintenance bills on account of inconvenience, problems, hindrances, obstruction of any kind, which may be alleged to being suffered by him/ her/ it/ them due to such activities or its incidental/ related activities. The Vendor, relying in good faith on this specific undertaking of the Vendee, has agreed to execute this Deed in respect of the said Plot and this undertaking shall survive throughout the occupancy of the said Plot and development thereon by the Vendee and his/her/its/their legal representatives, successors, administrators, executors, assigns etc.
11. That it is specifically made clear and the Vendee agrees that the service areas provided anywhere in the Project shall be kept reserved for services, used by maintenance staff, etc. and shall not be used by the Vendee for parking his/ her/ their/ its vehicles or the vehicles of its customers/ visitors. The Vendor hereby clarifies that the Vendee shall have no right and interest in the spaces other than Final Plot Area and rights appurtenant thereto except to the extent as stated in this Deed.
12. That the Vendor has assured the Vendee that it shall be lawful for the Vendee for all times to enter into, to occupy, use and enjoy the said Plot without any let, hindrance, interruption, disturbances, claims or demands from the Vendor and/ or any person claiming under and/ or through the Vendor but subject to terms, conditions, stipulations and restrictions contained in this Deed as well as

agreement(s) executed by the Vendee with the Vendor including the said Agreement, maintenance agreement to be executed by the Vendee with the maintenance agency/Association of Vendees ("**Maintenance Agreement**"); Bye-laws of Association of Vendees and other rules and regulations applicable on the said Plot in particular and the Project in general.

13. That the Vendee hereby assures, represents and warrants to the Vendor that he/she/it shall comply with the terms of this Deed and with all the applicable Law(s) and statutory compliances with respect to the said Plot, the said Project, the Project Land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed.
14. That the Vendor has made it abundantly clear to the Vendee that he/ she/ they/ it shall be entitled to the ownership rights and rights of usage only as per details given below:-
 - i. The Vendee shall have ownership and possession of the said Plot comprising only the Final Plot Area.
 - ii. The Vendee shall have the right in the Common Areas as provided under Real Estate (Regulation and Development) Act, 2016 read with Rule 2 (1) (f) of Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana (as finally notified and as made applicable) and the non-exclusive right to use the Common Areas in general, to the extent applicable all as per the applicable Laws, but shall not include the common areas, if any within the development of the Plot and Final Plot Area.
 - iii. The Vendee has confirmed that the share/interest of the Vendee in the Common Areas is undivided and cannot be separated, this would require him/ her/ it/ them to use the Common Areas within the Said Project, only harmoniously along with other occupants, users, maintenance staff etc. without causing any inconvenience or hindrance to either of them. It is further agreed by the Vendee that the Common Areas of the Project, shall be available for use by the Vendee subject to timely payment of maintenance charges and the Vendee agrees that in the event of failure to pay maintenance charges on or before the due date, the Vendee shall have the limited and regulated right to use such Common Areas.
15. That the Vendee shall pay all house tax, property tax, service tax, and/or any other tax by whatever name may be called, fees, cess, levies etc., as and when levied by a local body or authority, Municipal Corporation of Gurugram, Gurugram Metropolitan Development Authority as applicable and so long as the said Plot of the Vendee is not separately assessed to such taxes, fees, cess, levies etc. the same shall be paid by the Vendee in proportion to the Final Plot Area of the said Plot to the area of all the plots in the Project, as the case may be, as the circumstances so

warrant or in such other manner as may be applicable and/ or as determined by the Vendor or the Maintenance Agency, which calculations shall be final and binding on the Vendee. All such payments shall be made without any demur or protest, to the Vendor. These taxes, fees, cess, levies etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor and/ or their nominee and/ or Association of Vendees and/or the nominee of Association of Vendees. In the event, of any default by the Vendee in making timely payment of the aforesaid dues, the Vendor shall have a first charge/lien on the said Plot and the construction thereon for recovery of such dues, and the Vendor shall even be entitled to resume possession of the said Plot and the Vendee agrees and undertakes to keep the Vendor fully harmless and indemnified in respect of any such liability at all times.

16. That the Vendee shall observe all terms and conditions of this Deed, the Agreement/ Agreement For Sale, Maintenance Agreement and the License and other approvals granted by the Competent Authority(ies) to the Vendor for the said Project/ the Project Land, as the case may be and as the circumstances so warrant and shall also abide by all the applicable Laws, bye-laws, rules, regulations and policies applicable thereto and/ or as may be imposed by any Competent Authority(ies) including Pataudi – Helymandi Municipal Council (Parishad), Municipal Corporation of Gurugram (MCG), Gurugram Metropolitan Development Authority (GMDA), Haryana Shehri Vikas Pradikaran (HSVP)/ Haryana Urban Development Authority (HUDA)/ Director General, Town and Country Planning, Haryana (DGTCP) or any other government authority(ies)/local body(ies). The Vendee shall at all times be solely responsible and liable for any contravention of applicable Laws, bye-laws, rules, regulations and policies and shall keep the Vendor fully indemnified and harmless in this regard.
17. That the Vendee shall be entitled to get the said Plot transferred and mutated in his/her/their/its own name in the records of the concerned authority on the basis of this Deed or its true copy without any further act or consent of the Vendor. Further, in case the Vendee transfers, sell, conveys the said Plot further to a third party then the transferee thereof shall be bound by the terms and conditions of this Deed.
18. That the Vendee shall be entitled to use and occupy the said Plot for residential purpose only for which it has been allotted and/or as permitted by Government of India/ Government of Haryana/ Gurugram (Gurgaon) Administration/ concerned local authority and the other jurisdictional Competent Authority(ies) and for no other purposes whatsoever. Further, the Vendee shall not use the said Plot or permit the same to be used for any purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other plots or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Plot which may tend to cause damage to or in any manner interfere with the use thereof or of space, passages or amenities available for common use. In case the Vendee uses or permits the use of the said Plot for any purpose other than the one indicated above, in that event, the Vendor/ Maintenance

Agency/Association of Vendee's shall be entitled to initiate appropriate action against the Vendee including but not limited to disconnection of electricity as well as preventing the Vendee and persons claiming through it from enjoying Common Areas and securing orders for sealing of the said Plot. Further, the Vendee or his/her/ their/ its agents/ assigns shall be solely and fully responsible to pay for all costs, penalty, charges etc. levied by the Competent Authority(ies) and shall keep the Vendor and/ or Association of Vendees and/ or Maintenance Agency fully indemnified and risk free against all costs, charges, expenses, losses or damages and costs which may be incurred or suffered by the Vendor and/ or Association of Vendees and/ or Maintenance Agency.

19. That the Vendee shall not put up any name plate, sign board, neon sign, publicity or advertisement material, notice board etc. in the Common Areas of the Project. The Vendee shall be entitled to display his name plate only at the proper place provided for the said Plot and in the manner approved by Association of Vendees/ the Maintenance Agency. Further, circulating/displaying letters on the notice board or otherwise shall be done with prior approval of Association of Vendee and after giving proper representation to Association of Vendee.
20. That the Vendee specifically undertakes not to use the said Plot or cause it to be used for any activity that is against public policy 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 regardless of the occupation, business enterprise or trade of the Vendee (except to the extent as permitted under the applicable law(s) provided the Vendee has obtained the requisite licenses, registrations, approvals, sanctions, permits etc. for the same from the competent authority(ies)), or do or permit anything to be done within or around the said Plot for any purpose which is likely to cause any damage to the said Plot and/or to any plot around it or anywhere in Project, and/ or which in any manner interferes with or obstructs the use of spaces, passages, corridors or other amenities available for common use and common purposes. The Vendee hereby undertakes that the Vendee shall be solely responsible and liable for violations of any of the provisions of the applicable laws, rules, regulations and directions of DGTCPC and/ or any other Competent Authority(ies) and that the Vendee shall indemnify and keep indemnified the Vendor/Association of Vendees/Maintenance Agency from any liability and/or penalty in this regard.
21. That the upkeep and maintenance of Common Areas are being and shall be discharged by the Association of Vendees through a Maintenance Agency appointed by the Association of Vendees. The Maintenance Agency so appointed shall be solely liable and responsible for providing maintenance services to the Project. Further, the Vendee has/ shall execute a separate Maintenance Agreement with Maintenance Agency and agrees and undertakes to strictly adhere to the terms and conditions of the same and to promptly pay all demands, charges, bills etc. raised by the Maintenance Agency from time to time. The Vendee has assured the Vendor and the Maintenance Agency that the Vendee shall not withhold, refuse or delay

the payment of maintenance bills raised by the Maintenance Agency for any other reason whatsoever. The Vendee undertakes to pay promptly without any reminders all charges as per the bills raised by the Maintenance Agency from time to time. It is specifically agreed to by the Vendee that the Vendee shall be entitled to use the maintenance services including the supply of electricity subject to the timely payment of total maintenance charges and if the Vendee fails to pay the total maintenance charges, then the Vendee agrees that the Vendee shall not be entitled to avail the maintenance services and also not use the Common Areas. The Vendee shall also be liable to pay to the Vendor or their nominees such pro-rata charges as may be determined by the Vendor/its nominees/Maintenance Agency for maintaining various services and facilities in the Project. The Vendee shall be responsible and liable to ensure that obligations towards Maintenance Agency are duly discharged by person(s) inducted in possession by the Vendee. The Vendee undertakes to abide by all the rules/ bye-laws framed by the Maintenance Agency.

22. That the Vendee agrees and confirm that it shall obtain electricity connection, water connection and sewerage connection for the said Plot and construction thereon at his/her/their/its own cost and expense from the concerned authorities including but not limited to completion and execution of all documents and tendering of security deposits etc. To the extent required the Vendor shall provide NOCs etc. if any required by the Vendee in this regard without in any manner taking any financial or other obligations and the Vendee shall keep the Vendor fully indemnified in this regard.
23. That the Vendee hereby agrees and confirms that Vendee shall not hold the Vendor responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency/ Association of Vendees. 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/ Association of Vendees.
24. That since the share/ interest of the Vendee in the Common Areas is undivided and cannot be separated, the Vendee shall be obliged to use the Common Areas along with other occupants of the Project, without causing any inconvenience or hindrance to them. The Vendee agrees and confirms that he/ she/they/it shall not put up any obstruction in the movement of people in the Common Areas.
25. The Vendee shall seek 'No Dues Certificate' from the Association of Vendees and/or Maintenance Agency prior to transfer/sale of the said Plot, as permitted under applicable laws, in case the Vendee sells, transfers or otherwise dispose of his/ her/ their/ its rights, title and interest in the said Plot to any third party and in case there remains any arrears due and payable to the Association of Vendees and/or Maintenance Agency and/or the Vendor, the Vendee undertakes to clear such amounts prior to creating any third party rights, title or interests in the said Plot. The Vendee hereby agrees and undertakes that in case the Vendee transfers his/ her/ their/ its rights, title and interest in respect of the said Plot, in favour of any third party(ies) including successors-in-interest, then in such eventuality the third

party(ies) to whom the rights, title and interests are being conveyed by the Vendee shall pay an amount, as may be determined by Association of Vendees and/or the Maintenance Agency, towards mutation charges for the purpose of recording transfer of the said Plot in favour of such third party(ies).

26. The Vendee agrees and undertakes to abide by the policies/manuals of the Vendor/Association of Vendees/ the Maintenance Agency in this regard. The non-observance of the provisions of this clause shall entitle the Vendor and/ or Association of Vendees and/or the Maintenance Agency, to enter the said Plot, 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.
27. That the Vendee shall not harm or cause to harm or damage to the Common Areas and/or the common amenities and services and/or adjoining properties/ other properties within the said Project and/or obstruct the Common Areas in the Project, in any manner or form whatsoever.
28. That the Vendee shall not remove any wall of the structure as erected on the said Plot including load bearing walls and all the walls/ structures which are common shall remain common between the Vendee and the owners of the adjacent plots.
29. That the Vendee shall keep the said Plot, the construction thereon, the walls and partitions, sewers, drains, pipes and appurtenance thereto, belongings, in good tenantable repair, state or condition and maintain the same in a fit and proper condition and ensure that they do not obstruct or affect the Common Areas and also the various infrastructure (including those for water supply, electricity supply, sewerage system) is not in any way damaged or jeopardized or affected. The Vendee shall not do or suffer to be done anything in or to the Project, or the Plot along with the construction thereon or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and construction thereon. The Vendee shall abide by all laws, bye-laws, rules and regulations of the Government, Local/Municipal Authorities and/or Competent Authority(ies) and/ or any other authorities and local bodies and Association of Vendees shall attend, answer and be responsible for all such deviations, violations or breaches, of any such conditions or laws, bye-laws, rules and regulations.
30. That before the Vendee plans and commences the construction including any interior adaptations in/ upon the Plot and/or any improvements/additions on/ in the Plot, it shall seek prior permission from the Vendor/ Association of Vendees/ Maintenance Agency as the case may be, and to the extent applicable and such permission shall be granted subject to the following conditions:
 - i. Payments towards the maintenance charges are regularly and punctually paid and there are no arrears with respect thereto.
 - ii. The construction work/ work of interior adaptation undertaken by the Vendee shall not obstruct and/or affect other Vendee(s)/ owner(s)/ occupier(s) of the Project and/

or damage, loss to the structure and property of such other persons and/or cause any nuisance of any kind, which may be objectionable to Vendor, and/or any other Vendee(s), owner(s), occupant(s) of and visitors to the/ Project.

- iii. In carrying out any such works and activities, the Vendee undertakes and confirms that it shall duly adhere to all fire and other safety regulations (both under applicable Law and otherwise) and other applicable Laws, rules, regulations, bye laws and guidelines of Vendor/Association of Vendees/Maintenance Agency, as the case may be. The Vendee shall adhere to all fire and other safety regulations including as applicable to the Project, in which the Plot is situated, and shall not exceed electrical loads beyond the allocated limits.
 - iv. The Vendor/Association of Vendees/ Maintenance Agency, as the case may be, reserve its/ their right to inspect the construction work and all interior works being undertaken in/ upon the Plot and may where required, direct and require the Vendee to undertake such modifications/ alterations in the construction work and/ or interior works as may be necessary to ensure compliance with this clause.
 - v. The Vendee shall ensure complete safety of material and the equipment kept in the Plot, to be used and/or useable in the works undertaken by the Vendee and the Vendor/ Association of Vendees/Maintenance Agency, as the case may be, shall not be responsible and/or liable in case of theft, pilferage, misplacement of such materials and/or equipment.
 - vi. Further, Vendor/ Association of Vendees/ Maintenance Agency, as the case may be, shall not be liable for any accident and/or injury caused due to negligence or default of the Vendee, to any employee, workman and/or any other person engaged/ contracted by the Vendee for any work undertaken in/ upon the Plot and/or any job or work relating thereto and/or any other person so affected/injured. Such liabilities, claims, demands etc. if any, shall be satisfied by the Vendee to the complete exclusion of Vendor/ Association of Vendees/ Maintenance Agency, as the case may be. The Vendee shall indemnify and keep Vendor/Association of Vendees/ Maintenance Agency, as the case may be, harmless against all such claims or liabilities.
 - vii. While carrying out the construction work/ interiors work in/upon/in relation to the Plot, the Vendee shall comply with all directions/ requirements as stipulated by the Vendor/ Association of Vendees/Maintenance Agency, as the case may be and/or their respective authorized staff.
31. That the Vendee shall permit the Vendor/Association of Vendees/ the Maintenance Agency, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Plot or any part thereof to view and examine the state and conditions thereof and to make

good all defects, decays and repairs which the Vendee has failed to make good in spite of service of notice in writing by the Vendor/Association of Vendees/ the Maintenance Agency, as the case may be, in this behalf and also for repairing of any part of the Project and for the purpose of repairing, maintaining, lighting and keeping in order and condition any or all service drains, pipes, cables, wires, parts, structures of other convenience belonging to other occupants or serving or used for the Project and also for the purpose of laying, maintaining, repairing and restoring pipes and electric wires and cables and for similar purposes. In case, the Vendee has failed to effect repairs despite the notice being served and the Vendor/Association of Vendees/ the Maintenance Agency, as the case may be, is/ are constrained to effect repairs at its/ their cost, in that event such cost shall be recovered from the Vendee.

32. That the Vendee has specifically and unambiguously agreed that the sale, transfer and the conveyance of the Plot by the Vendor in favour of the Vendee shall be subject to various restrictions and limitations as mutually agreed upon herein and including but not limited to as mentioned hereinafter:
- i. The possession, control and management of the Common Areas and infrastructural facilities provided therein shall belong to the Vendor and/or the designated Maintenance Agency/Association of Vendees as the case may be till they or parts thereof are mandatorily required to be transferred to Government or Local Authority, Association of Vendees, as the case may be. The Vendee along with the owners/ occupants of the other plots shall be bound by the rules and regulations, policies, manuals as may be framed and enforced by the Maintenance Agency and/ or the Vendor, from time to time in their sole and absolute discretion, for the better enjoyment and maintenance of the said Plot/ Project, as the case may be.
 - ii. Save and except the said Final Plot Area of the Plot, the Vendee shall have no claims, rights, title or interests of any nature or kind whatsoever or in respect of all or any open spaces, infrastructure, or any other area not declared as Common Area unless expressly agreed upon between the Parties in writing. The Vendee shall only have an undivided proportionate interest in and the non-exclusive right to use the Common Areas in the Project, subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Agency. Further, the Vendee or any other person(s) claiming through the Vendee shall not be entitled to bring any action for partition or division of the Common Areas or any part thereof. The Vendee hereby agrees and confirms that Vendee shall not create any encroachments, blockages, obstructions, elevations or constructions in the Common Areas and spaces, parking space(s) and shall indemnify and hold harmless the Vendor from any losses and damages that may be suffered or incurred by the Vendor for any of the acts of omissions and/or commissions of the Vendee in this regard.

- iii. The Vendor shall be entitled to conjoint and connect various facilities and amenities such as roads, power/ electricity supply, water supply, drainage, sewerage etc. with the presently approved facilities and amenities for the Project for the future development and/ or expansion of the Project or any part or portion thereof and for the additional development to form part of the Project and/or as may otherwise be permissible, all as per the Applicable Laws and/ or as permitted by the Competent Authority(ies) . The Vendee shall not raise any objection or claim any reduction in Consideration of the said Plot and/or ask for any account or compensation or damages on the ground of inconvenience or withhold, refuse or delay the payment of maintenance charges and/ or on any other ground.
- iv. The Vendee shall have no ownership claim over or in respect of areas designated for the exclusive use of the identified plots, all or any open spaces and other plots constructed as required/permitted by DGTCP and/or any other competent authority(ies) except the right to use wherever permitted and all such areas which have not been specifically sold or which do not form part of the Common Areas shall remain the property of the Vendor, who shall be free to deal with these in accordance with applicable law(s). The Vendee shall not have any right to interfere in any manner with the booking, allotment, sale, management or resale in due course of any plots and/or any space in the Project, which has not been handed over to Association of Vendees and/or any other construction as is required/permissible by DGTCP and/or any other competent authority(ies) under the License which are not part of the Common Areas for the use of all the occupants or specific set of occupants. This clause shall survive the conveyance of the said Plot.
- v. The Project shall always be known as “**GARDEN 28 PATAUDI**” and the Vendee undertakes to not change the name of the Project, unilaterally and/ or jointly with the owners of the other plots / Association of the Project.
- vi. Nothing contained in this Deed shall, however, be construed to confer upon the Vendee any right, title or interest to grant, lease, demise or assign any rights, title or interests in the Project Land upon which the Project, is being developed/ has been developed except the said Plot and the proportionate, undivided, impartible rights relating thereto and as stated herein.
- vii. The Vendee is satisfied that there is no subsisting agreement for sale, except for the said Agreement in respect of the said Plot hereby sold to the Vendee and the same has not been transferred in any manner whatsoever, in favour of any other person or persons.
- viii. The Vendee has enquired and is satisfied that there is no notice of default or breach on the part of the Vendor or its predecessor-in-interest of any provision of law in respect of the said Plot.

- ix. The Vendee undertakes and agrees that the construction and development on the Plot including but not limited to any additions, alterations or changes shall be carried out strictly in accordance with the plans/ nomenclature prepared/ provisioned for by the Vendor and also in accordance with the Government Approved Zoning and other plans. The Vendee further undertakes and agrees that the facade (including the elevation style, themes, material finishes, frame, fenestrations and boundary walls etc.) of the building constructed by Vendee on the said Plot shall be in accordance with the guidelines if any, provided by the Vendor to the Vendee in this regard, which shall be scrupulously followed by the Vendee and shall not make any deviations without the written approval of the Vendor/ Maintenance Agency/ Association of Vendees, as the case may be.
- x. The Vendee agrees not to make unauthorized constructions of whatsoever nature on or in the said Plot or any part thereof and shall not in any manner do damage to the structures adjoining the Plot and also the various infrastructure and other facilities provisioned for in the Project or any part thereof.
- xi. The Vendee agrees not to make encroachment or obstructions in Common Areas/ facilities/ services or cause hindrance in the use and enjoyment of all Common Areas/ facilities/services of the Project and/ or to throw any rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/places specifically earmarked for in the Project.
- xii. The Vendee undertakes that the Vendee and/ or his/ her/ their/ its agents or assign shall use and occupy the said Plot and construction thereon sold for commercial uses as provisioned in the Agreement and the zoning for the Project and as permitted by the Competent Authority(ies) and/ or Government of India and/or Government of Haryana and/ or District Administration Gurugram (Gurgaon) and/ or Municipal Corporation of Gurugram and/or Gurugram Metropolitan Development Authority and for no other purpose. In the event of any commercial usage of the said Plot by the Vendee or his/ her/ their/ its agents or assigns, the Vendee shall be solely and fully responsible to pay for all costs, penalty, charges etc. by the Competent Authority(ies) and shall keep that the Vendor fully indemnified and risk free against all costs, charges, expenses, losses or damages and costs which may be incurred or suffered to the Vendor.
- xiii. The Vendee shall be solely liable to indemnify and hold harmless the Vendor against any damages, direct or indirect including without limitation to the attorney's fees and court costs incurred by the Vendor as a result of the non-compliance of this undertaking by the Vendee or his/ her/ their/ its agents/ assigns.
- xiv. The Vendee shall not carry out fragmentation/ sub-division of the said Plot in any manner whatsoever, under any circumstances and in case it is done, the Vendee

shall be solely and exclusively liable and responsible for all consequences/ damages arising therefrom.

- xv. The Vendee undertakes not to commence any construction, additional construction, improvement etc. in/ upon the Plot without obtaining prior written permission of the Vendor/ Association of Vendees/ Maintenance Agency, as the case may be and the competent authorities/ local authorities having jurisdiction over the Plot in particular and the Project in general within the overall permissible norms and applicable Laws. The Vendee shall not use the said Plot in a manner that may cause nuisance or annoyance to the other occupants of other plots in the said Project. The Vendee shall keep indemnified the Vendor against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous material, gas etc. except as permissible under the applicable law in a commercial plot for which the Vendee shall be solely liable and responsible. If the Vendee uses or permits the use of the said Plot for any other purpose other than the permitted use, the Vendor shall be entitled to resume the possession of the said Plot. The Vendor shall strictly adhere to the business/ operating hours as determined by the Vendor and/ or the Maintenance Agency or Association of Vendees from time to time and shall be subject to statutory guidelines issued by the Competent Authority(ies).
 - xvi. The Vendee hereby agrees and confirms to indemnify the Vendor/Association of Vendees/ the Maintenance Agency, as the case may be against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the Plot for which the Vendee of the Plot shall be solely liable and responsible, without any recourse to the Vendor/Association of Vendees/the Maintenance Agency, as the case may be.
 - xvii. The Vendee/ Association of Vendees further undertakes, assures and guarantees that they would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Project or Common Areas of the Project. The Vendee shall ensure that they will not create any hindrance by way of locking, blocking, parking, Main Gate entry ramps or any other manner in the right of passage or access or Common Areas which otherwise are available for free access.
33. That the obligations undertaken by the Vendee in general and specifically those regarding payment of statutory dues, maintenance charges, water and electricity etc. as the case may be and as applicable, shall be irrevocable obligations of the Vendee. The said obligations shall always run with the said Plot irrespective of the owner/occupant of the said Plot for the time being and they shall survive the conveyance, sale and transfer of the said Plot to the Vendee and be binding on the subsequent transferee(s), successors-in-interest and any person claiming through Vendee or them. 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 said Plot.
34. That in consequences of the aforesaid consideration, the Plot is hereby conveyed to the Vendee and Vendee shall hereinafter hold, possess use, utilize the said Plot hereby conveyed as absolute owner thereof at all time and from time to time without any interruption by the Vendor or any other person claiming through or under the Vendor.
35. That the Vendee has right to use in common any or all easement rights, common path, common stairs, common passage, common sewage, drainage etc.
36. That the Vendor is liable to pay all taxes and charges of the Plot up to the date of registration of the Conveyance Deed and thereafter all such taxes and charges shall be paid and borne by the Vendee.
37. That the Vendee has borne all expenses of stamp duty, Registration fee and legal charges in respect of this Conveyance Deed.
38. That the Vendee has right to use, utilize, hold, sell and transfer the Plot in any or all the manners .
39. That the Vendee has the proportionate right in the Said Land and the event of any natural calamity like fire, earthquake, flood and the said building collapse or is materially, damaged then in that event the Vendee above named shall have a right to reconstruct the same and he shall have right to raise pillars, beams etc, from the land and/ the said Plot and the Vendor, his legal heirs, other transfers or assigns shall have no right to object in any manner whatsoever it may be.
40. The Vendor and the Vendee have the right to enter into this Conveyance Deed and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Vendee created herein, may be prejudicially affected;

IN WITNESS whereof, it is declared by the Vendor and the Vendee that this Conveyance Deed has been drafted by the advocate on their instructions and after satisfying the same in their Vernacular, the Vendor and Vendee have signed and executed this Conveyance Deed on the day, month and year, first hereinabove written in the presence of the Vendor and Vendee.

Execution page follows

<p>Mr. Himanshu Garg (Developer)</p> <p>Name:</p> <p>Signature:</p> <p>Authorised vide:</p> <p>Place:</p> <p>Date:</p> <hr/>	<p>Witness</p> <p>Name and Designation:</p> <p>Signature:</p> <p>Place:</p> <p>Date:</p> <hr/>
<p>.....</p> <p>Name:</p> <p>Signature:</p> <p>Place:</p> <p>Date:</p>	<p>Witness</p> <p>Name and Designation:</p> <p>Signature:</p> <p>Place:</p> <p>Date:</p>

SCHEDULE – 1

DESCRIPTION OF THE PROJECT LAND

Land Details Annexure 1

Project Land: 9.731 Acre Land located in revenue estate of Village Pataudi Sector-4, Tehsil Pataudi, District Gurugram (Gurgaon) Haryana.

Village - Pataudi	Rect No	Killa no-	Area (K-M)
Sec-4 Pataudi	101	6/2/2	2-19
		14/2/1	3-0
		14/2/2	3-4
		15/1/1	3-4
		16/2/2	1-12
		16/3	1-12
		17/1/1	0-7
		17/1/2	2-0
		24/2	4-0
		25/1/1	1-19
		25/2/1	1-5
		17/1/3	2-0
		24/1	4-0
		4/2/1	3-16
To Be Continued on Next Page..	111	5/1	2-3
		7/1/2	3-8

		4-4
	14/2/1	
Rect No.		
111		
	17/1/2	1-5
	249/2/1/2/1	3-11
	13	8-0
	14/1	3-4
	17/2	2-1
	18/1	7-3

	Total	77-17
	Or	9.731 Acres

SCHEDULE – 2

DESCRIPTION OF THE PLOT

Residential Plot bearing No. having Final Plot Area admeasuring approximately Sq. Mtrs. Sq. Yards) in the Project '**GARDEN 28 PATAUDI**' located in revenue estate of Village Pataudi, Patatudi Sector-4, Gurugram, Tehsil Pataudi, District Gurugram (Gurgaon) Haryana, India and bound by

East:

West:

North:

South:

SCHEDULE – 3

PAYMENT PLAN

1.Down Payment Plan

Sr.no.	Installment	Percentage of total consideration	Amount (in Rs.)	Due Date	Balance Payable (in Rs.)
1.	On Booking	10%			
2.	After 30 Days of Execution of BBA	60%			
3.	On Possession	30%			
	Total Payable				

OR

2. Construction Linked Plan (CLP) or Development linked payment plan

S. No	Stage of Payment	Percentage
1	At the time of Booking	10%
2	Within 15 days from the date of Execution of Builder Buyer Agreement	15%
3	Within 15 Days from the date of commencement of Boundary Wall work and Backfilling and site levelling work	10%
4	Within 15 days from commencement of sewer line, storm water drainage and rain water harvesting and completion of water line	15%
5	Within 15 days from completion of roads up to WBM level	10%
6	Within 15 days from commencement of STP/ UGT work	10%
7	Within 15 days from commencement of electric laying of cables and erection of street lights ,	10%
8	Within 15 days from commencement of landscaping and development of green area and Electric Sub Station and completion road work up to final finish top layer level	10%
9	Within 21 days from the date of Offer of Possession (Stamp duty, registration charges, Legal fee, and other miscellaneous expenses/fee etc.)	10%

