

CONVEYANCE DEED

Property :
Village/City Name :
Sector :
Carpet Area (in sq mtr) :
Unit No. :
Tower :
Value :
Stamp Duty :
Stamp Date :
Stamp Certificate No. :
Issued by :

This conveyance deed is made and executed at Gurugram on this the _____ day of

_____, [year] (“Conveyance Deed”).

BETWEEN

GODREJ PROPERTIES LIMITED (PAN: _____) (CIN No.: U70102MH2010PLC210227), a company subsisting under the Companies Act, 2013, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079 and its regional office at 3rd Floor, UM House, Tower A, Plot No. 35, Sector 44, Gurgaon – 122002, acting through its authorized signatory _____, duly authorized vide resolution dated _____ (hereinafter referred to as “**Promoter/ Vendor**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

[If the Vendee(s) is a company]

_____, (CIN No. _____) (PAN _____) a company subsisting under the provisions of the Companies Act, 2013, having its registered office at _____, represented by its authorized signatory, _____ (Aadhar No. _____) duly authorized vide board resolution dated _____ (hereinafter referred to as the “**Vendee(s)**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **OTHER PART**.

[OR]

[If the Vendee(s) is a Partnership]

_____, (PAN _____), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, represented by its authorized partner, _____ (Aadhar No. _____) duly authorized vide _____, (hereinafter referred to as the “**Vendee(s)**”, 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 permitted assigns) of the **OTHER PART**.

[OR]

[If the Vendee(s) is an Individual]

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

[OR]

[If the Vendee(s) is a HUF]

Mr. _____, (Aadhar no. _____) (PAN _____) son 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 _____ (hereinafter referred to as the “**Vendee(s)**”, 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) of the **OTHER PART**.

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

WHEREAS:

- A) The Promoter is the absolute and lawful owner of a group housing plot bearing no. GH-1 admeasuring 7990.52 square meters situated at Urban Estate II Sector 39, Gurugram, Haryana, and the Said Land is depicted in map enclosed herewith and marked as **Annexure A (“Said Land”)** vide conveyance deed dated 22nd April 2025 executed by and between The Haryana Shehri Vikas Pradhikaran (therein the seller) (“**HSVP**”) and the Promoter (therein the purchaser) duly registered as document no. 1680 with the office of the Sub-Registrar, Wazirabad.
- B) The HSVP invited bid for sale of residential group housing plots situated at Gurugram. The Promoter was the successful bidder of the Said Land, i.e., plot no. GH1 admeasuring 7990.52 square meters in Sector 39, Urban Estate Gurugram II and pursuant thereto HSVP has allotted the Said and pursuant thereto HSVP has allotted the Said Land vide allotment letter no. ZO002/EO018/UE029/GALOT/0000000502 dated 22.01.2025 and possession of the Said Land was handed over by the HSVP to the Promoter vide possession certificate bearing memo no. ZO002/EO018/UE029/PAPOS/0000000015 dated 07.04.2025.
- C) The Promoter has, in consonance with the Applicable Laws, is in the process of developing residential Group Housing Colony and has conceptualized the same under the name and style ‘Godrej Alira’ (“**Project**”) which comprises of 1 residential tower having 132 residential units, 2 shops, 4 (four) basements along with common areas, amenities, facilities, services etc. and such other development as may be permitted on the Said Land. The said Project is duly registered with the Haryana Real Estate Regulatory Authority, Gurugram vide Registration No. _____ dated _____, 2025.
- D) The components of Common Areas and Facilities completed/ to be developed are set forth in **Schedule V** hereto. The Vendee(s) may avail these services on payment of requisite charges as may be decided by the Vendor/Association/maintenance agency, as the case may be.
- E) The following permissions, sanctions, approvals for development of the Project have been obtained:
 - 1. Zoning Plan approved from HSVP vide Memo no. CTP/STP(LH)/SP/18370 dated 17-01-2025
 - 2. Approval of the building plan i.e. Form BR III granted by HSVP vide memo no CTP/DTP(NN)/138877 dated 01.05.2025

3. Environmental clearance approved from State Environment Impact Assessment Authority, Haryana identification no. _____ ;
 4. Registration certificate has been granted by Haryana Real Estate Regulatory Authority under provisions of the Real Estate Regulation Act, 2016 (“**Act**”) for the Project vide certificate no. _____, dated _____.
 5. The Occupation Certificate for [●] has been granted by HSVP vide memo no. [●] dated [●] (hereinafter referred to as “**Occupation Certificate**”)
 6. *[Details of any other approval obtained by the Vendor to be incorporated]*
- F) The Vendee(s) had applied for residential apartment in the Project vide application dated _____ (“**Application Form**”) for allotment of Unit (*as defined herein below*), i.e., apartment no. _____ on the ____ Floor in Tower _____ (“**Building**”) of the Project, having Carpet Area of _____ square meters and Exclusive Areas appurtenant to the said Unit of _____ square meters along with covered car parking bearing number No. _____ (if applicable) admeasuring _____ Sq. meter (_____ square feet) in the _____ *[Please insert the location of the said parking]*, as permissible under the Applicable Laws and right in the Common Areas.
- G) The Vendor has, vide an allotment letter dated _____ (“**Allotment Letter**”), allotted the Unit in favour of Allottee/Vendee(s).
- H) The Vendee(s) had entered into an Agreement for Sale dated _____ (“**Agreement**”) by and under which the Vendee(s) has agreed to purchase the Unit at the Project, along with all easements, privileges, rights and benefits attached thereto and with proportionate undivided interest in the Common Areas and Facilities and exclusive right to use the Car Park Space(s) exclusively assigned for parking in the Project as a part of the Limited Common Area and Facilities (if any) in the Project in favor of the Vendee.
- I) The layout plan of the Unit, has been annexed and marked as **Schedule III**. The specification of the Unit is annexed hereto and marked as **Schedule IV**. The Common Areas and Facilities and the Limited Common Areas and Facilities (if any) for the Project are described in **Schedule V**;
- J) The Vendee(s) agrees that the entry of person not being a unit holder in the Project will be governed by rules and regulations framed by Vendor/ Association/ maintenance agency in this regard. The Vendee(s) agrees to follow and comply with the rules and regulations as laid down by Vendor/ Association/ maintenance agency, from time to time.
- K) The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana and related to the Project;
- L) The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all Applicable Laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter; and
- M) The Parties have gone through all the terms and conditions of this Conveyance Deed and understood the mutual rights and obligations detailed herein.

NOW THEREFORE in furtherance to receipt of the Sale Consideration and the statutory and

other charges from the Vendee(s), the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of the Unit along with proportionate undivided interest in the Common Areas and Facilities and exclusive right to use the Car Park Space (if any), as part of the Limited Common Area and Facilities (if any) in the Project in favour of the Vendee, absolutely and forever, in favour of the Vendee(s) on the terms and conditions mutually agreed by and between the Parties and contained in this Conveyance Deed.

1. DEFINITIONS AND INTERPRETATIONS

1.1. DEFINITIONS

In this Conveyance Deed, unless repugnant or contrary to the context, the following terms shall have the following meanings assigned herein:

“Apartment Ownership Act” shall mean the Haryana Apartment Ownership Act, 1983 and the Haryana Apartment Ownership Rules, 1987 framed thereunder, as amended from time to time.

“Applicable Laws” mean and include the Real Estate (Regulation and Development) Act, 2016 (**“RERA Act”**) and rules framed thereunder namely the Haryana Real Estate (Regulation and Development) Rules, 2017 (**“Rules, 2017”**), applicable Central, State or local laws, statutes, ordinances, rules, regulations, notifications, orders, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives etc. or any order or direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Conveyance Deed or thereafter.

“Association” shall mean the association of unit owners at the Project formed under the Applicable Laws.

“Bye-Laws” shall mean the bye-laws of the Association for the administration of the Project.

“Car Park Space” shall mean the designated _____ covered car park space bearing No _____, exclusively assigned for parking light motorized vehicles/ four wheeler only at the designated parking places for cars, forming part of Limited Common Area and Facilities in the Project.

“Carpet Area” means the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Unit for exclusive use of the Vendee(s) and exclusive open terrace area appurtenant to the Unit for exclusive use of the Vendee(s), but includes the area covered by the internal partition walls of the Unit.

“Cess” means any applicable cess, existing or future on the supply of goods or services or both under GST Law.

“Common Areas and Facilities” shall mean as defined under Rule 2(1)(f) of Rules, 2017 of the State of Haryana.

“Competent Authority” shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project/ Said Land.

“Conveyance Deed” shall mean this conveyance deed along with all its schedules annexed hereto.

“**DTCP**” means the Director, Town & Country Planning, Haryana, Chandigarh.

“**Deed of Declaration**” means the declaration registered by the Vendor with the office of Sub Registrar, Harsaru as Document No. ____ on ____ under the provisions of the Apartment Ownership Act.

“**Exclusive Areas**” shall mean exclusive balcony and/or exclusive open terrace and/or exclusive verandah appurtenant to the net usable floor area of the Unit and meant for exclusive use of the Vendee(s) and other areas appurtenant to the Unit for exclusive use of the Vendee(s).

“**Fit-outs**” means the fixtures, fittings, electrical devices, and other equipment, systems, furniture, partitions, temporary walls and ceilings, etc. that may be installed by the Vendee(s) in the Unit, whether fixed or otherwise, to make it suitable for use.

“**Goods and Service Tax (GST)**” means any tax imposed on the supply of goods or services or both under GST Law.

“**GST Law**” means Integrated (i) Central Goods and Services Tax Act, 2017 including Central Goods and Services Tax (Extension to Jammu and Kashmir) Act, 2017, (ii) State Goods and Services Tax Act, 2017 as notified by respective States, (iii) Union Territory Goods and Services Tax Act, 2017, (iv) Integrated Goods and Services Tax Act, 2017 including Integrated Goods and Services Tax (Extension to Jammu and Kashmir Act, 2017), (v) Goods and Services Tax (Compensation to States) Act, 2017 (hereinafter referred as CGST, SGST, UTGST, IGST and CESS respectively at the GST portal) and (vi) Rules, Notifications, Amendments and Circulars issued under the respective Acts and all related ancillary legislations, rules, notifications, circulars, orders.

“**Hazard**” means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project.

“**Limited Common Areas and Facilities**” means the reserved covered Car Parking Spaces in the Project and such areas and facilities in the Project which are required under the Apartment Ownership Act, other relevant Applicable Laws or approvals to be meant for use, enjoyment and access of certain unit owners in the Project to the exclusion of other unit owners, as specifically provided for in the Deed of Declaration by the Vendor.

“**Maintenance Agreement**” shall have the meaning assigned to it under Clause [●] herein.

“**Maintenance Charges**” shall mean all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc., payable by the Vendee(s) to the Vendor, Association or Facility Management Company, as the case may be, in terms of the Maintenance Agreement and/or FM Agreement.

“**Unit**” shall mean the residential unit bearing No. _____ on the ____ Floor in Tower ____ of the Project, having Carpet Area of _____ square meters (_____ square feet), along with Car Park Space as permissible under the Applicable Laws and right in the Common Areas and Facilities read with specification of the same set out in **Schedule II** and is delineated / demarcated in the lay-out plan set out in **Schedule III**.

1.2. INTERPRETATION

In this Conveyance Deed, unless the context requires otherwise, the following rules of interpretation shall apply:

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- (c) References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses or schedules of this Conveyance Deed;
- (d) The captions/headings in this Conveyance Deed are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Conveyance Deed to the intent of any provision hereof. The true interpretation of any matters/ clauses in this Conveyance Deed shall be done by reading the various clauses in this Conveyance Deed as a whole and not in isolation or in parts or in terms of captions provided.
- (e) Headings to Clauses are for information only and shall not form part of the operative provisions of this Conveyance Deed and shall not be taken into consideration in its interpretation or construction;
- (f) To the extent to which any provision of this Conveyance Deed conflicts with its schedule or any provision of the Application Form made by the Vendee(s), Allotment Letter issued to the Vendee(s), or the Agreement, the provision of this Conveyance Deed will prevail.
- (g) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- (h) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.
- (i) Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Conveyance Deed shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Vendee(s). These expressions shall be deemed to be modified and read accordingly whenever the Vendee(s) is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Conveyance Deed so demands.
- (j) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used in this Conveyance Deed shall mean reference to this entire Conveyance Deed and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- (k) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- (l) Any reference to the word 'year' or 'annum' means 12 (twelve) months;
- (m) The words 'in writing' or 'written' include any communication sent by registered letter.
- (n) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.

2. CONVEYANCE

- 2.1 In consideration of the payment of the sale consideration of INR _____/- (**Indian Rupees _____ Only**) and the statutory and other charges by the Vendee(s) to the Vendor and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Vendee(s) stated in this Conveyance Deed, the Unit is hereby sold, conveyed and transferred in favour of the Vendee(s) absolutely and forever, free from all encumbrances, along with

proportionate undivided interest in the Common Areas and Facilities (subject to Applicable Laws) and exclusive right to use the Car Park Space as part of the Limited Common Areas and Facilities, if applicable.

3. SALE CONSIDERATION AND CHARGES

- 3.1 The sale consideration of INR _____/- (**Indian Rupees _____ Only**) (“**Sale Consideration**”) and the statutory and other charges as applicable as on the date hereof have been paid by the Vendee(s) to the Vendor, the receipt of which is hereby admitted and acknowledged by Vendor.
- 3.2 It is clearly understood by the Vendee(s) that the Vendee(s) shall at no time have the ownership or title over the Car Park Space, except for the exclusive right to use the Car Park Space as per the applicable terms and for the purposes specified herein. The Vendee(s) agrees and undertakes not to raise any objection or dispute in the event the Vendor has granted or agreed to grant car park spaces, greater than what has been granted to the Vendee(s) herein, to any other allottee /Vendee(s) in the Project. As the Car Park Space is an integral and indivisible part of the Unit, the Vendee(s) undertakes not to transfer the exclusive right to use the same in favour of any third party without the conveyance, sale, transfer and assignment of the Unit. All clauses of this Conveyance Deed, shall, mutatis mutandis, apply to the Car Park Space.
- 3.3 If at any time post the date of execution of this Conveyance Deed, there is any upward change in the statutory charges due to enhancement in government and statutory dues / taxes/ cess/ charges/ Goods and Service tax (GST), property tax, under the Applicable Laws, due to any change / amendment / modification to the Applicable Laws, including but not limited to, upward revision of external development charges/internal development charges/ or if the Vendor is required to bear additional cost or pay additional statutory charges, increase of deposits/ charges for supply of electricity and water, cost of additional fire safety measures, or outgoings of any kind or nature including but not limited to enhancing connectivity to the Project; whether prospectively or retrospectively, then the Vendee(s) shall be liable to pay the said additional charges to the Vendor on pro rata basis to be determined solely by the Vendor and which determination shall be final and binding on the Vendee(s). The Vendee(s) agrees and confirms to pay the same to the Vendor as and when demanded by the Vendor. Similarly, if at any time post the date of execution of this Conveyance Deed, there is any reduction/ relaxation in payment of statutory charges or any refund is received on this account by the Vendor from the Competent Authority, the same shall be refunded to the Vendee(s) on pro-rata basis to be determined solely by the Vendor and which determination shall be final and binding on the Vendee(s). In case Vendor is constrained to provide any additional facility or perform any additional work in the Project as mandated by the Applicable Laws/ directions of the Competent Authority, then Vendee(s) shall bear the additional cost on pro rata basis along with other allottees/ owners / occupiers at the Project and shall pay the same to the Vendor as and when demanded by the Vendor.

4. THE UNIT

- 4.1 The Vendee(s) has inspected the building plans for the Project sanctioned by the HSVP and has identified and inspected the Unit therein to their complete satisfaction. The complete description of the Unit, being subject matter of this Conveyance Deed, has been provided in **Schedule II** hereto.
- 4.2 It is specifically made clear to the Vendee(s) that the area of the Unit to be under her/his

exclusive possession shall be the Carpet Area and the Exclusive Area of the Unit only and the same is delineated / demarcated in **Schedule II** hereto. Vendee(s) has a right to use Common Areas and Facilities or Limited Common Areas and Facilities, if any designated to the Vendee(s), in the Project along with other owners and occupants of the Project, as per the provisions of the Deed of Declaration, Bye-Laws and statutory provisions of the Apartment Ownership Act, RERA Act (including rules framed thereunder) and all other Applicable Laws. Treatment of the Common Areas and Facilities or Limited Common Areas and Facilities in the Project shall be done as per Applicable Laws.

- 4.3 The Vendee(s) agrees and confirms that such Common Areas and Facilities and Limited Common Areas and Facilities (if any) shall, at all times remain un-divided and for all intents and purposes, remain under the control of the Vendor/Association/ maintenance agency , as the case may be, for their operation and management. It is further agreed by the Vendee(s) that, if it is required under any prevailing law, for the Vendee(s) to transfer its rights, title and interest in the Common Areas and Facilities to the Association, he shall do so.
- 4.4 The ownership, use and occupation of the Unit, proportionate undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities shall always be subject to the Applicable Laws including but not limited to the Apartment Ownership Act, the Real Estate (Regulation and Development Act), 2016 and the Vendee(s) agrees and confirms to adhere and comply with the same at all times to come. It is an essential and basic term of this Conveyance Deed that the said Unit and the proportionate undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities shall at all times be held by the Vendee(s) and his/ her successors, heirs, transferees or assignee(s), as the case may be, together as a single unit and shall not be transferred separately and independently from each other. The said condition shall run with the Unit and be binding on all persons to whom the title / ownership of the same shall pass.
- 4.5 The Vendor shall, as part of the Common Areas and Facilities, has developed a club (with development of Project) ("**Club/Community Building**") in accordance with the permission/ sanctions of Competent Authority, for the enjoyment of all the unit owners at the Project, subject to the provisions of this clause. The Vendee(s) understands and agrees that the Vendor may engage a third party to operate and manage the Club. The Vendee(s) right to use the Club shall at all times be contingent on due and faithful observance by the Vendee(s) of all the rules, regulations, bye laws and conditions as may be notified by the Vendor and/or Association and/or the third party operator and/ or maintenance agency as the case may be. The Vendee(s) shall be liable to pay periodic subscription and usage charges, as may be intimated by the Vendor/Association/ third party operator and/ or maintenance agency from time to time. The Vendee(s) understands that the above referred periodic subscription and usage charges are subject to revision by Vendor/Association/ third party operator and/ or maintenance agency and the Vendee(s) undertakes to abide by the same.

5. HANDOVER OF UNIT AND CONSTRUCTION AT THE PROJECT

- 5.1 The Building has been completed and the occupation certificate in respect of the said Building has been obtained from the Competent Authority. However, the Vendor has made it clear to the Vendee(s) that as far as the other buildings in the Project are concerned the same will be completed in due course and the Vendor shall obtain the part occupation certificates for the same in future. The Vendee(s) has confirmed and given his/her specific consent to the same and shall not raise any objection in this

regard. The Vendor and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the areas adjoining / near the Building, and if any inconvenience, hardship, disturbance or nuisance is caused to the Vendee(s) during the said works or construction, the Vendee(s) shall neither be entitled to protest, object to or obstruct the execution of such work or construction nor be entitled to claim any compensation and/or damages from the Vendor in this regard.

- 5.2 Until the conveyance deed or other appropriate deeds and documents in respect of all the units in the Project have been executed by the Vendor in favour of all Vendee(s) and till the Vendor utilizes the entire Floor Space Index in the Project, the Vendor shall have sole control and full authority in respect of all matters concerning the Project and further constructions thereof and in particular, over the unsold units, non-allotted car parking space and the disposal thereof and the management and administration of the other towers / areas developed on the Said Land. The Vendor shall always be entitled to sell, let, sublet, lease, give on leave and license, or transfer in any manner whatsoever, the unsold units under any other arrangement to persons of its choice or to use, in such manner as it may deem fit in its sole discretion, any of the unsold units and to receive consideration, however subject to payment of all rates, taxes, Cess, assessments and outgoings in respect of such unsold units to the Competent Authority(ies).

6. HANDOVER OF THE UNIT

- 6.1 Simultaneously upon execution and registration of this Conveyance Deed, the Vendor has handed over the vacant, physical and peaceful possession of the Unit to the Vendee(s). The Vendee(s) acknowledges to have taken over the vacant, peaceful and physical possession of the same after a detailed inspection and has fully satisfied herself/ himself on all material aspects including but not limited to quality of construction, workmanship, materials used in construction, plumbing, electric, fixtures and fittings, locking devices, doors, windows, tiles and other items in the Unit are as per the specifications stated in **Schedule IV** hereto. The Unit is delineated / demarcated in the lay-out plan set out in **Schedule III**. On and from the date of execution of this Conveyance Deed, the Vendee(s) shall not be entitled, at any time thereafter, to raise any dispute, objection or contention whatsoever in this regard and the Vendee(s) shall be responsible for any loss or damage to the Unit arising from the deterioration, injury or decrease in value of the said Unit. Further, from the date of execution hereof, the Vendee(s) shall be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Unit as may be levied by the Vendor, Association, maintenance agency and/ or Competent Authority, together with all rates, taxes, Cess, assessments, betterment charges, levies etc. under the Applicable Laws.

7. REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE VENDEE(S)

The Vendee(s) hereby agrees, confirms and covenants to the Vendor as under-

- 7.1 Upon taking over possession of the Unit, the Vendee(s) shall, after obtaining all permissions, approvals etc. as may be required and at their own costs and expenses, carry out the Fit-outs/ interior works in the Unit, as per its requirement and use. Vendee(s) agrees and undertakes that all such works in respect of Fit-outs/ interior works in the Unit will be done in compliance of the relevant Applicable Laws and approvals, as permitted by the Vendor/ Association/ maintenance agency, as the case may be, and upon payment of charges, if any, as may be levied by the Vendor/

Association/ maintenance agency . The Vendee(s) shall ensure and undertakes that all such Fit-outs done internally within the Unit shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project.

- 7.2 The Vendee(s) has inspected all documents/papers as available with the Vendor in relation to the Project, including but not limited to the title documents, building plans sanction, Occupation Certificate and other approvals obtained from the governmental authorities and the present Conveyance Deed is being entered into by it after being fully satisfied about the rights, title and interest possessed by the Vendor over the same and quality of construction of the Unit and at the Project and after having full knowledge of the Applicable Laws, to which the Project is or be subject to. The Vendee(s) is completely aware of and has understood all limitations / obligations / restrictions (if any) of the Vendor in respect thereof and confirms that she /he shall neither investigate the same further nor raise any objection whatsoever in this respect.
- 7.3 The Vendee(s) further confirms having sought detailed explanations and clarifications from the Vendor and that the Vendor has readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Vendor, the Vendee(s) herein has signed this Conveyance Deed.
- 7.4 The Vendee(s) has understood and agreed to comply with the terms and conditions of sale of the Unit as set forth and detailed in this Conveyance Deed and understood its rights, obligations and liabilities in respect thereto.
- 7.5 The Vendee(s) agrees to abide by all the Applicable Laws which are applicable or will be applicable to the jurisdiction in general and to said Project including the Unit in particular.
- 7.6 The Vendee(s) shall use the Unit only for the purpose for which it has been allotted as per the provisions of this Conveyance Deed, Deed of Apartment, Deed of Declaration and Bye-Laws and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other apartments/ flats in the Project nor for any illegal or immoral purposes.
- 7.7 The Vendee(s) shall from the date of execution hereof, be liable to bear all costs and expenses to keep the Unit in a good and tenantable state and condition. The Vendee(s) shall from the execution date of this Conveyance Deed, carry out, at his/ her own cost and expenses, all internal repairs to the Unit and maintain the same and not do or suffer to be done anything in or to the Unit or in the Project which may be against the Bye-Laws or the Applicable Laws. In the event the Vendee(s) is guilty of any act or omission in contravention of this provision, the Vendee(s) shall be responsible and liable for the breach and also for the consequential loss or damage, to the Vendor or Association or the Competent Authority, as the case may be.
- 7.8 The Vendee(s) shall neither cause nor cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls etc. of the Unit nor remove any walls or change the position of the doors and windows, increase the area of the Unit by enclosing balcony or any part thereof or to the exterior of the Unit, whether temporary or of a permanent nature. The Vendee(s) is aware that the Building in the Project is a shear wall construction, and if the Vendee(s) demolishes, punctures, and/or in any other way alters the existing shear walls and / or add or in any way put up a new concrete or masonry structure / partition in the Unit, the stability of

the Building / Project shall be endangered since the Building structure is not designed to take such load. The Vendee(s) shall also not change the colour scheme of the outer and inner walls or paintings of the exterior side of the doors and windows etc. of the Unit. The Vendee(s) shall, only with the prior written consent of the Vendor/ Association/ maintenance agency , may fix safety grills on the windows of the Unit, of such design as the Vendor/ Association/ maintenance agency may specify (so as to obtain uniformity of design in the Project). In the event such deviations are caused without a prior written consent of the Vendor/ Association/ maintenance agency , then the Vendor/ Association/ maintenance agency shall be entitled to remove, at the cost and risk of the Vendee(s), all such grills which may have been fixed at the Unit together with any decorations, alterations, additions or improvements in the Unit made by the Vendee(s) in contravention to the provisions of this Conveyance Deed. The Vendee(s) shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the said Unit in any manner whatsoever. The Vendee(s) agrees and confirms that in the event the Vendee(s) take any such steps as stated in this Clause the same shall be at the sole responsibility, risk and consequence of the Vendee(s) and the Vendee(s) shall indemnify the Vendor towards all losses, damages that may be suffered or costs, charges, fines etc, that may have to be incurred by the Vendor.

- 7.9 The Vendee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project developed/ to be developed on the Said Land or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- 7.10 The Vendee(s) shall neither encroach upon the Common Areas and Facilities, Limited Common Areas and Facilities, passages, corridors or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 7.11 The Vendee(s) shall not store in the Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or that are so heavy as to damage the construction or structure of the Project developed / to be developed on the Said Land or which is objected to by the Vendor/ Association/ maintenance agency. Further, the Vendee(s) shall not carry or cause to be carried heavy packages to the Unit and/ or floors of the building at the Project, which may damage or is likely to damage the staircases, lift, common passages or any other Common Areas and Facilities or Limited Common Areas and Facilities in the Project. If any damage is caused to the Unit, Common Areas and Facilities, Limited Common Areas and Facilities or to the Project on account of any act, negligence or default on part of the Vendee(s) or her employees, agents, servants, guests, or invitees, the Vendee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Vendor, Association and/ or maintenance agency, as the case may be, whose decision in this regard shall be final and binding on the Vendee(s).
- 7.12 The Vendee(s) shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the Common Area and Facilities or Limited Common Area and Facilities or any portion of the Project.
- 7.13 The Vendee(s) shall not be entitled to install its personal / individual generator(s) for providing power back up to the Unit. However, it may install UPS systems within the Unit.
- 7.14 The Vendee(s) undertakes not to sub-divide the Unit.

- 7.15 The Vendee(s) shall permit the Vendor, Association and/or the maintenance agency and their representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the Unit or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Vendor, Association and/or the maintenance agency and their representatives, surveyors, architects, agents etc. may enter into or upon the Unit at any time during day or night.
- 7.16 The Project shall always be known as ‘ _____ ’ and its name shall not be changed by anyone including the Vendee(s) or his/her lessees/ occupant(s)/ transferee(s)/ assignee(s)/ Association etc. However, the name of the Project may be changed at the sole discretion of the Vendor and the Vendee(s) shall not be entitled to raise any objection/hindrance with respect to the same. The Vendee(s) and the Association/ apex body/ apex bodies of the apartment owners shall not be entitled to change the name of the Project, buildings/towers without prior written consent of the Vendor. It is further agreed by the Vendee(s) that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) shall at all times be subject to the sole control of the Vendor. It is agreed and accepted by the Vendee(s) that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless Vendor has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project developed on the Said Land, as well as the Association (which would be formed gradually), unless a different understanding is captured between Vendor and the Association. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Vendor. The Vendee(s) further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by Vendor.
- 7.17 The Vendee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material outside the Unit, in the Common Areas and Facilities or Limited Common Areas and Facilities within the Project or on the Said Land or on the external façade of the building. However, the Vendee(s) may affix name plates / name boards only at the designated areas and of such sizes as per the relevant Applicable Laws and as may be previously approved in writing by the Vendor/ Association/ maintenance agency, as the case may be. The Vendee(s) agrees to obtain a prior written approval from the Vendor/ Association / maintenance agency , as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc.
- 7.18 The Vendee(s) agrees and undertakes that neither he/she nor any person claiming under him/her shall object to the Vendor constructing and /or continuing with construction at the Said Land and/or of other building(s) / structure(s) on the Said Land, as may be permitted under the Applicable Laws.
- 7.19 From the date of execution of this Conveyance Deed and till such time each unit in the Project is not separately assessed, the Vendee(s) agrees to pay on demand all taxes, property tax, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Project, in proportion to the area/ Carpet Area of the Unit. Such apportionment of the taxes, charges, dues, demands or enhancement etc.

thereof shall be made by the Vendor/ Association/ maintenance agency, as the case may be, and the same shall be conclusive, final and binding upon the Vendee(s).

- 7.20 The Vendee(s) shall be liable to pay for the electricity & water consumption charges for the Unit as per the bills raised by the government authorities, Vendor, Association and/or maintenance agency from time to time.
- 7.21 The Vendee(s) hereby agrees and undertakes to be a member of the Association to be formed of all the unit owners in the Project and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association / apex structure. The Vendee(s) shall observe and perform all the rules, regulations of the Association/ apex structure that may be specified in detail under the Bye-Laws of the Association/ apex structure, including but not limited to the following:
- (i) The lobbies, entrances and stairways of the buildings in the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Unit;
 - (ii) The Vendee(s) shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupants of the Project. The Vendee(s) shall not use any loud speaker in the Unit which shall disturb or annoy other occupants in the Project;
 - (iii) The Vendee(s) shall keep the Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances;
 - (iv) No article shall be allowed to be placed in the staircase, landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the buildings in the Project. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor/ Association / maintenance agency;
 - (v) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the building in the Project except such as may be approved by the Vendor/Association / maintenance agency ;
 - (vi) Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Vendee(s) if found to be in default;
 - (vii) No bird or animal shall be kept or harboured in the Common Areas and Facilities or Limited Common Areas and Facilities in the Project. In no event shall dogs and other pets be permitted on elevators or in any other part of the Project unless they are accompanied by someone;
 - (viii) No television aerial shall be attached to or hung from the exterior of the said Unit / Building;
 - (ix) Garbage and refuse from the said Unit shall be deposited in such place only in the Project and at such time and in such manner as the Vendor/ Association/ maintenance agency may direct and as per Applicable Laws;
 - (x) No vehicle belonging to Vendee(s) or family members, guests, tenants, employees of the Vendee(s) shall be parked in the Common Areas and Facilities or Limited Common Areas and Facilities or in such manner as to impede or prevent ready access to the entrance of the building/ Project any part thereof.

Further the Vendee(s) agree and undertake, to sign and execute all applications and other papers and documents, including but not limited to the Bye-Laws/memorandum and articles of association of apex body / apex bodies drafted/adopted by the Vendor for the Association, necessary for the formation and registration of the Association / apex body / apex bodies within 10 (ten) days from intimation by the Vendor. The Vendee(s) shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Vendor and the other purchasers of flat(s)/premises/units in the Project. The Vendee(s) shall be bound by the rules, regulations and Bye-Laws/memorandum and articles of association of apex body / apex bodies and the terms and conditions contained in the indenture. No objection shall be raised by the Vendee(s), if any changes or modifications are made in the draft/model Bye-Laws/memorandum and articles of association of apex body / apex bodies by the Vendor as the case may be or as may be required by the registrar of cooperative societies or any other competent authority. The Vendee(s) hereby authorize(s) the Vendor to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

The Vendee(s) shall adhere to such other rules and regulations as may be made out by the Vendor/ Association/ maintenance agency from time to time. The Vendee(s) shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Vendor, Association and/or maintenance agency , as the case may be.

- 7.22 The Vendee(s) hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of all the Applicable Laws as may be in force and/or come into force in respect of the Project, including but not limited to the execution and registration of the deed of apartment (as required under the provisions of the Apartment Ownership Act).
- 7.23 If the Unit has a terrace (if any) then the Vendee(s) shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever. Further the Vendee(s) shall not be permitted to cover open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Unit in the Building/tower/s, without the prior written permission of the Vendor/Association/concerned authorities.
- 7.24 The Vendee(s) may insure the Unit and its belongings from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Vendor shall not be responsible and liable for any loss/damage suffered on account of the foregoing.
- 7.25 That as per term of building plan approval and environmental clearance it is mandatory for the Vendor to install CFLs/TFLs/LED fittings for Common Area and Facilities as well as campus lighting for energy conservation. After handover of the possession of Unit it is the sole responsibility of the Vendee(s) /Association to comply with such provision. The Vendee(s) hereby undertakes to comply with the same and he/she shall be solely responsible and liable for violations, if any, of the provisions of Applicable Laws and applicable rule, regulation or direction by the competent authority; and the Vendee(s) agrees to indemnify the Vendor for any liability or penalty arising in this regard. The Project is IGBC (Indian Green Building Council) certified green compliant Project and Vendee(s) agrees to comply with the guideline for green building as recommended by the Vendor, Association or maintenance agency from time to time.

- 7.26 The Vendee(s) agrees and undertakes to pay all applicable and future taxes/levies/Cess/ Goods and Services Tax (GST) and/or any increase thereto including insurance, municipal tax, local taxes, property taxes, duties and such other levies, if any, whether individually in respect of the Unit or proportionately in respect of the Project, which may be imposed by any Competent Authority, as and when demanded by the Vendor. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Vendor and the same shall be conclusive, final and binding upon the Vendee(s). Parties agree that unpaid amount of taxes/ charges/ Cess/ levies (if any) shall be recoverable from the Vendee(s).

8. RIGHTS OF THE VENDOR

8.1 Hoarding rights

The Vendee(s) hereby consents that the Vendor may and shall always continue to have the right to place/erect hoarding/s in the Project, of such nature and in such form as the Vendor may deem fit and the Vendor shall deal with such hoarding spaces as its sole discretion until all the Units are sold to Vendee. The Vendee(s) agree/s not to dispute or object to the same. The Vendor shall not be liable to pay any fees / charges to the Association/ apex body / federation for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Vendor and/or by the transferee (if any).

8.2 Retention

Subject to, and to the extent permissible under the Applicable Laws, the Vendor may, either by itself and/or its nominees/associates/affiliates also retain some portion units in the Project which may be subject to different terms of use, including as a guest house / corporate apartment/flats/units.

8.3 Unsold unit(s)

All unsold and/or unallotted flat(s)/premises, areas and spaces in the Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Project shall always belong to and remain the property of the Vendor at all times and the Vendor shall continue to remain in overall possession of such unsold and/or unallotted unit(s)/premises and shall be entitled to enter upon the Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Vendor may deem necessary.

- 8.4 The Vendor shall without any reference to the Vendee(s), Association/ apex body / federation, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted unit(s)/premises and spaces therein, as it deems fit. The Vendor shall be entitled to enter in separate agreements with the purchasers of different unit(s)/premises in the Project on terms and conditions decided by the Vendor in its sole discretion and shall without any delay or demur enroll the new vendee(s) as member/s of the Association/ apex body / federation. The Vendee(s) and / or the Association/ apex body / federation shall not claim any reduction in the Sale Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Vendor shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the Bye-Laws, rules and regulations or resolutions of the Association/ apex body / federation.

9. FORMATION OF ASSOCIATION AND MAINTENANCE OF THE PROJECT

- 9.1 As per the provisions of the Apartment Ownership Act, RERA Act and other Applicable Laws, the Vendor shall enable the formation of an association/society/condominium/company of the allottees, or a federation of the same, under the Applicable Laws for the purposes of maintenance, repair, management and administration of the Project and handover the maintenance of the Project to the said Association under the Applicable Laws. Further, in case the Vendor forms separate Association for each phase or building or group of towers in the Project, the Developer may form an apex body over and above all Association. The Vendee(s), along with other unit owners of the Project developed / to be developed on the Said Land, shall participate towards the formation of an association/society/condominium/company/apex body or federation of the same and registering the same with the Competent Authority, as may be required. The Vendee(s) shall also from time to time, be required by the Vendor or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Vendor or Association / apex body within 15 (fifteen) days from the date the same being forwarded to the Vendee(s). On the formation of association/society/condominium/company/apex body or federation, rights of the Vendee(s) to the Common Areas and Facilities and Limited Common Areas and Facilities in the Project shall be regulated by the Bye-Laws and other rules and regulations.
- 9.2 The Vendee(s) specifically recognizes that the Project developed / to be developed on the Said Land comprises of multi storied residential buildings and he/she has agreed to purchase the Unit situated therein. The Vendee(s) is also aware that the Project developed / to be developed on the Said Land requires proper and periodic maintenance and upkeep and unless the Project including its Common Areas and Facilities and Limited Common Areas and Facilities are maintained in proper form with neat and clean environment, the full utility of the Project cannot be availed by the unit owners/users / occupants. It is for these, amongst other reasons, that the Vendee(s) has agreed to purchase the Unit on the specific understanding that the right to use Common Areas and Facilities and Limited Common Areas and Facilities shall be subject to payment of maintenance charges by it, amongst other charges, as determined by the Vendor / Association / maintenance agency.
- 9.3 By executing this Conveyance Deed, the Vendee(s) agree/s and consent/s to the appointment of Godrej Living Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 6th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 and regional office at 90B, Sector-18, Gurugram, Haryana, 122008 or any other agency, firm, corporate body, organization or any other person nominated by the Vendor ("**Facility Management Company**") to manage, upkeep and maintain Project developed / to be developed on the Project Lands, Building together with other buildings and the Project Lands, sewerage treatment plant, garbage, disposal system and such other facilities, that the Vendor may require to install, operate and to maintain Common Areas and Facilities and Limited Common Areas and Facilities. The Vendee(s) hereby agree and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the Vendor / Association / Facility Management Company ("**Maintenance Agreement**"). The Facility Management Company shall also be entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Project developed / to be developed on the Project Lands, building(s) (including the Vendee(s)'s proportionate share of the outgoings). The Vendor hereby reserves its right

to remove, nominate and appoint new facility management company for maintenance, upkeep, management and control of the Project developed / to be developed on the Project Lands, at its sole discretion, and without any concurrence from Vendee(s)/ Association. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the Association. The Vendee(s) hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract/arrangement that the Vendor has or may have to enter into with the Facility Management Company (“**FM Agreement**”). It is hereby clarified that the Vendee(s) agrees and authorizes the Vendor to appoint the Facility Management Company for the Project developed / to be developed on the Project Lands, and post formation of the Association, the Vendor will novate the FM Agreement in favor of the Association. Post expiry of the tenure of the FM Agreement, the Association shall have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the vendee(s) of the units in the Project developed / to be developed on the Project Lands, is obtained for deciding discontinuation/non-renewal of the FM Agreement as per the terms of such agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Vendor shall not in any manner be accountable, liable or responsible to any person including the Vendee(s) /Association, for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, upkeep, management and control of the Project developed / to be developed on the Project Lands, building(s) and/or Common Areas and Facilities and Limited Common Areas and Facilities thereto.

- 9.4 The Vendee(s) agree(s) to promptly, without any delay or demur, pay the necessary maintenance charges as may be determined by the Vendor/maintenance agency.
- 9.5 The Vendee(s) further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as may be required, at the sole discretion of the Vendor/ Association/ maintenance agency, for the purposes of framing rules for management of the Project developed / to be developed on the Said Land, its building(s)/ tower(s)/wing(s), common areas, common amenities and common facilities and use of the Unit / car parking space by the Vendee(s) for ensuring safety and safeguarding the interest of the owners/ occupants of apartment(s)/flat(s)/premises/units in the Project and the Vendee(s) also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in group, in this regard, against the Vendor/ Association/ maintenance agency and/or other owners/ occupants of apartment(s)/flat(s)/premises/units in the Project.
- 9.6 That as and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, fire-fighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the owners/ occupants of apartments/ flats/ premises/ units of the Project on pro-rata basis (i.e. in proportion to the area/carpet area of the Unit to the total area of all the apartment(s)/flat(s)/premises/units in the Project.
- 9.7 The Vendee(s) agrees and understands that certain residential units at the Project have attached to some exclusive areas, balconies, terrace etc. which are intended to be sold / conveyed along with the said apartments/units only. The Vendee(s) having agreed to purchase the Unit of the description and specifications detailed in **Schedule II** shall not raise a demand or claim upon the Vendor to provide any other areas, balconies, terrace

etc. which do not form part of the description and specifications of the Unit being subject matter of this Conveyance Deed nor object or interfere with the enjoyment of such areas, balconies, terrace etc. by the respective unit owners.

9.8 Fit out Manual

9.8.1 The Vendee(s) agrees and undertakes that on receipt of possession, the Vendee(s) shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Vendor/ maintenance agency /Association / apex body / federation ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of flat(s)/premises in the Project / Said Land. The Fit-Out Manual will be shared at the time of handing over possession of the Unit. The Vendee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Vendor (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Vendor or which the Vendor may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit and (ii) for all costs and expenses incurred by the Vendor for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Unit.

9.8.2 Upon the possession of the Unit being delivered to the Vendee(s), the Vendee(s) shall be deemed to have granted a license to the Vendor, its engineers, workmen, labourers or architects to enter upon the Unit by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Project or if necessary any part of the Unit provided the Unit is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Vendee(s) or his agents and the Vendee(s) shall reimburse and/or pay to the Vendor or any other person the loss or damage suffered by them on account of the act of the Vendee(s) or his agents. The Vendor shall not be liable for any theft or loss or inconvenience caused to the Vendee(s) on account of entry to the Unit as aforesaid. If the Unit is closed and in the opinion of the Vendor any rectification or restoration is necessary in the interest of the Project and/or occupants therein, the Vendee(s) consent to the Vendor to break open the lock on the main door/entrance of the Unit and the Vendor shall not be liable for any loss, theft or inconvenience caused to the Vendee(s) on account of such entry into the Unit.

10. INDEMNITY

10.1 The Vendee(s) undertakes to indemnify and keep the Vendor, other occupants and maintenance agency and their respective officers / employees fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by the Vendor, other occupants and/or the maintenance agency, as a consequence of breach of any of the terms and conditions of this Conveyance Deed or non-compliance with Applicable Laws or for any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Vendee(s) or on the part of his/ her personnel and/or representatives. It is agreed that the Vendee(s) shall be responsible for the failure to comply with the obligations herein and for the occurrence of any Hazard within the Unit due to misconduct and/or negligence of the Vendee(s) or otherwise. In such an event, the Vendee(s) shall keep and hold the Vendor/ other

occupants and/ or maintenance agency and their respective officers / employees fully indemnified for any loss, penalty, claims and/ or demands caused, borne or suffered by the Vendor/ other occupants and/ or maintenance agency and their respective officers / employees, on account of such misconduct and/or negligence on the part of the Vendee(s) or otherwise.

11. OWNERSHIP TRANSFER BY THE VENDEE(S)

- 11.1 On and from the date of execution and registration of this Conveyance Deed, the Vendee(s) is entitled to transfer the Unit by way of sale, gift, mortgage, charge, lien, lease, license, exchange or by any other mode in favour of any third party as per applicable law. Any such arrangement / agreement entered into by the Vendee(s) shall be at its sole cost, expense, liability, risk and consequences.
- 11.2 That before concluding any sale or transfer of ownership of the Unit, the Vendee(s) shall be required to (i) pay all outstanding dues of maintenance charges and other charges as may be notified by the Vendor, Association and/ or maintenance agency at that time, and (ii) obtain a no dues certificate from the Vendor, Association and/ or maintenance agency in this regard.

12. DEFECT LIABILITY:

It is agreed by the Parties that in case of structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per this Conveyance Deed relating to such development is brought to the notice of the Vendor by the Vendee(s) within a period as prescribed under applicable laws from the date of handing over of the possession, it shall wherever possible be rectified by the Vendor at its own cost and expense. However, Parties agree and confirm that the decision of the Vendor's architect shall be final in deciding whether there is any actual structural defect in the Unit / Building(s)/wing(s) or defective material being used or regarding workmanship, quality or provision of service.

The Vendor shall not be liable, including but not limited to, in case of the following:

- (a) Structural defects caused or attributable to the Vendee(s) (including but not limited to any transferee(s) and/or any person claiming under them) including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose or any act, omission or negligence or non-compliance of any Applicable Laws.
- (b) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
- (c) Structural defects induced by force majeure events, such as war, flood, act of God, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate, explosions of any kind stay or injunction orders relating to the real estate project or any notice, order, rule, notification of the Government and/or other public from any court of law, or Tribunal, competent authority, statutory authority, high power committee, etc.
- (d) Structural defects occurring in the Unit or Unit that has undergone unauthorized civil renovations by the Vendee(s) (including but not limited to any transferee(s) and/or any person claiming under them).
- (e) Any damage due to wear and tear of whatsoever nature is caused thereto (save and except the defects as mentioned above).

The Vendor shall not be responsible for the cost of re-instating and/or repairing of any damage caused on account of any of the foregoing reasons and the Vendee(s) (including any subsequent transferee(s)) alone shall be liable to rectify and reinstate the same at his/her/its/their own costs and expenses.

In case any such structural defect or any other defect in workmanship, quality or provision of services by the Vendor at the Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the Vendor shall be entitled to such additional time period as determined by the Vendor, provided an intimation thereof has been provided to the Vendee(s)/ Association/ maintenance agency, as the case may be. The Vendee(s) hereby agrees to such additional time / extension of time.

However, it is further agreed between the Parties hereto that, after the possession date as intimated by the Vendor to the Vendee(s), the Vendor shall not be liable for any rectification of defect due to any act, omission, default or negligence attributable to the Vendee(s) and/or any other vendee/s/ third party in the Project or failure of the Vendee(s) to maintain Unit in a diligent manner or non-compliance of any Applicable Laws by the Vendee(s); any force majeure events; where the manufacture warranty expires and the Vendee(s)/ Association/society/federation fails to renew the annual maintenance contracts during the defect liability period.

It is further agreed between the Parties hereto that, the Project as the whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors, manufacturers, wherever applicable, that all equipment, fixtures and fittings shall be maintained and covered by the maintenance / warranty contracts so as it to be sustainable and proper working condition to continue warranty in Unit and the Common Areas and Facilities of the Project, wherever applicable. The Vendor having procured the equipment, fixtures and fittings of standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufactures/ installers. Any claim or dispute in relation thereto shall be raised by the Vendee(s) directly with the manufactures/ installers and the usage of such equipment, fixtures and fittings shall be as per the usage guidelines as provided by the Vendor / the manufactures/ the maintenance agency/ the association.

It is clarified that the Vendor shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Vendee/s and/or any other allottees/vendees in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Vendee/s and/or any other allottee/person in the Project. The Vendee/s is/are aware and agrees and confirms that the said Unit shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Vendee/s is/are aware that the said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Vendor's obligation to rectify any defect(s) or compensate for the same as mentioned in this clause and the Vendee/s/the Association /the apex body / federation shall have no claim(s) of whatsoever nature against the Vendor in this regard.

13. ANTI-MONEY LAUNDERING & BENAMI

The Vendee(s) hereby declares, agrees and confirms that the monies paid/payable by the Vendee(s) under this transaction towards the Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”). The Vendee(s) further declares and authorizes the Vendor to give personal information of the Vendee(s) to any statutory authority as may be required from time to time. The Vendee(s) further affirms that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Vendee(s) further agrees and confirms that in case the Vendor becomes aware and/or in case the Vendor is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Vendor shall at its sole discretion be entitled to cancel/terminate this Conveyance Deed. Upon such termination the Vendee(s) shall not have any right, title or interest in the Unit neither have any claim/demand against the Vendor, which the Vendee(s) hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Vendee(s) shall be refunded by the Vendor to the Vendee(s) in accordance with the terms of this Conveyance Deed only after the Vendee(s) furnishing to the Vendor a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Vendee(s).

Furthermore, the Vendee(s) acknowledges and confirms that the Unit is not and shall not be the subject matter of a benami transaction as defined under the Benami Property Transactions Act, 2016 (“**Benami Act**”). The Vendee(s) understands and agrees that in the event the Unit is found to be a 'benami property' as defined under the said Benami Act and any proceedings are initiated under the Benami Act against the Vendor or the Unit, the Vendor shall have the right to take appropriate legal action to protect its interests and the interests of bona fide purchasers. The Vendee(s) shall fully cooperate with the Vendor and provide any assistance and documentation as may be required in such proceedings.

It is also expressly agreed by the Vendee(s) that in the event the Unit is confiscated by the appropriate authorities under the provisions of the Benami Property Transactions Act, 2016, the Vendor shall not be liable to refund any amount paid by the Vendee(s) under this Conveyance Deed, and the Vendee(s) shall have no claim, whatsoever, against the Vendor in respect of such confiscated property.

14. USAGE:

Use of basement and service areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as car park spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Vendee(s) shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as car park spaces, and the same shall be reserved for use by the Vendor/ Association/ maintenance agency for rendering maintenance services.

15. ORIGINAL TITLE DOCUMENTS

The Vendor, shall in accordance with the Applicable Laws, hand over all the

documents of title, licenses, approvals and other documents in original in respect of the Project to the apex body governing the associations for the Project developed/ to be developed by the Vendor, and the apex body shall thereafter retain the same in trust for and on behalf of all owners of the units in the Project developed/ to be developed by the Vendor.

16. STAMP DUTY

The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Conveyance Deed and the deed of apartment (as required under the provisions of the Apartment Ownership Act); and any additional stamp duty and registration charges, in the event of the same becoming payable due to change or interpretation of Applicable Law, notification, order etc. including the stamp duty and registration fee which may be demanded by the Competent Authority due to under valuation of stamp, shall be exclusively borne and paid by the Vendee(s). The proportionate share of stamp duty and registration fee, as may be applicable, for conveyance of undivided proportionate title in common areas of the Project in favour of the Association/ apex association shall be borne and payable by the Vendee(s) along with other unit owners at the Project.

17. SEVERABILITY

Any provision of this Conveyance Deed which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Conveyance Deed or affecting the validity or enforceability of such provision in any other jurisdiction.

18. WAIVER

The failure of any non-defaulting Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Conveyance Deed shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Conveyance Deed or the rights and obligations of the non-defaulting Party.

19. ENTIRE AGREEMENT

This Conveyance Deed constitutes the entire agreement between the Parties and supersedes all prior understandings, agreements (if any) between the Parties including the application form made by the Vendee(s), allotment letter issued to the Vendee(s), or the agreement for sale, and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Conveyance Deed. This Conveyance Deed cannot be modified (whether by alteration, addition or omission) otherwise than in writing duly agreed by all Parties.

The Vendee(s) hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Vendor and/or its agents to the Vendee(s) and/or his/ her agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Conveyance Deed or to have induced the Vendee(s) in any

manner to enter into this Conveyance Deed.

20. DISPUTE RESOLUTION

- 20.1 Any dispute arising out of or touching upon or in relation to the terms of this Conveyance Deed including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion. In case the Parties are unable to settle their disputes within 15 days, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/ modifications thereof for the time being in force, by a sole arbitrator mutually appointed by the Vendor and the Vendee(s). Cost of arbitration shall be shared equally by the Parties. The seat & venue of Arbitration shall be at Delhi. The arbitration shall be held in English language. The arbitral award shall be final and binding on the Parties.
- 20.2 Subject to arbitration clause the courts at Gurugram shall have the exclusive jurisdiction in all matters arising out of this Conveyance Deed.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendee(s):

(1) Signature_____

Name-

(2) Signature_____

Name-

Vendor

By its Authorized Representative

Signature _____

Name _____

Witnesses:

(i) Signature: _____

Name: _____

Address: _____

(ii) Signature: _____

Name: _____

Address: _____

**SCHEDULE I
LAYOUT PLAN SHOWING SAID LAND**

**SCHEDULE II
DESCRIPTION OF UNIT**

SCHEDULE III
LAYOUT PLAN OF THE UNIT

SCHEDULE IV
SPECIFICATIONS OF THE UNIT

**SCHEDULE V
COMMON AREAS AND FACILITIES**

(ADD: Any other schedule as agreed between the Parties)