

**ANNEXURE A**  
**[See Section (4)(2) g]**

**CONVEYANCE DEED**

**CONVEYANCE DEED FOR Rs. \_\_\_\_\_**  
**STAMP DUTY Rs. \_\_\_\_\_**

This Conveyance Deed executed on this .....(Date) day of.....(Month), 20.... (conveyance deed).

AMONGST

**Lion Infra Developers LLP** (LLPIN: AAC-1940) a LLP registered under the provision of the LLP Act, 2008 having its registered office at Plot No.10. 3rd Floor, Local Shopping Complex, B-1,Vasant kunj New Delhi South West Delhi dl 110070 in (PAN: AAFFL2924B) (hereinafter referred to as 'Promoter' which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) through its duly Authorised Signatory Shri \_\_\_\_\_ S/o \_\_\_\_\_ Vide Resolution dated \_\_\_\_\_, of the First Part

AND

**M/s Vibhor Home Developer Private Limited** (CIN: U70101DL2005PTC140996) a company registered under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Flat No. 11, DDA Janta Flat, Panchsheel Park, Shivalik Road, New Delhi South Delhi DL 110017 IN and corporate office at 217A-217B, 2nd Floor, Suncity Business Tower, Sector-54, Golf Course Road, Gurgaon, (PAN: AACCv1383J) duly authorised severally in this behalf vide board resolution dated....., hereinafter referred to as the 'Confirming Party/License Holder', which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the SECOND PART.

AND

[If the Allottee is a company]

M/s....., (CIN No.....) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at....., (PAN.....), represented by its signatory, authorized (Aadhar No.....) duly authorized Vide board resolution dated ....., hereinafter referred to as the "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) being party of the THIRD PART;

[OR]

[If the Allottee 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) being party of the THIRD PART;

[OR]

[If the Allottee is an Individual]

Mr./Ms....., (adhar 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) being party of the THIRD PART;

[OR]

[If the Allottee is a HUF]

Mr..... (Aadhar no.....) 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 ....., (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) being party of the THIRD PART;

[OR]

#### DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires, -

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Government" means the Government of the State of Haryana;
- (c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) "Section" means a section of the Act.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

Definitions

In this conveyance deed, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this conveyance deed. When not capitalized, such words shall be attributed their ordinary meaning.

“Act” means the Haryana Apartment Ownership Act, 1983 and any rules and amendments made thereto.

“Declaration” means the deed of declaration (including amendments thereof, if any) filed on \_\_\_\_\_ under the Act, with the competent authority(ies) for the \_\_\_\_\_.

“IBMS” means the interest bearing maintenance security @ Rs. \_\_\_\_/- per sq. feet (Rs. \_\_\_\_\_ per sq. mtr.) of the carpet area of the said apartment to be paid by the allottee to the association of apartment owners/maintenance agency for the maintenance and upkeep of the said project carrying a simple yearly interest as per the applicable rates on fixed deposits (applicable to one year fixed deposit) accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realization of the amount by the association of apartment owner’s/maintenance agency.

“Maintenance Agency” means the person who shall carry out the maintenance and upkeep of the said project and who shall be responsible for providing the maintenance services within the said project, who can be association of apartment owners or such other person to whom the association of apartment owners may handover the maintenance.

“Maintenance Agreement” means the maintenance agreement amongst the allottee, association of apartment owners and the maintenance agency, for maintenance of the said project.

“Maintenance Charges” means the periodic charges payable by the allottee to the association of apartment owners/maintenance agency in advance for such period as may be decided by the association of apartment owner’s/ maintenance agency. The same shall be paid by the allottee in accordance with the demand raised by the association of apartment owner’s/maintenance agency for the maintenance and upkeep of the said building/said project but does not include;

- (a) the charges for actual consumption/usage of utilities in the said apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and,
- (b) any statutory payments, taxes. The details of maintenance charges and its payability shall be more elaborately described in the maintenance agreement.

“Parking Space(s)” means the covered parking spaces nos. \_\_\_\_\_ & \_\_\_\_\_ allotted to the allottee for the exclusive use of the allottee’s for parking and more particularly described in the parking plan as given in Schedule VIII with the conveyance deed.

“RERA Act/HARERA Rules” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016); and the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;

“Said Apartment” means the apartment no./floor no./tower no. \_\_\_\_\_ in the project having carpet area of \_\_\_\_\_ sq. meter (\_\_\_\_\_ sq. ft.) for which this conveyance deed is being executed as mentioned in Schedule IV.

“Said Building” means the building in which unit is allotted to the buyer in the said project.

“Said Project” means the Project \_\_\_\_\_ developed in sector \_\_\_\_\_, Gurugram, on total land measuring \_\_\_\_\_ acres as per the building plans approved by the competent authority.

“Carpet Area” shall mean the area as defined in the RERA Rules.

“Allottee” shall have the meaning as described to it in the preamble.

“Promoter” shall have the meaning as described to it in the preamble.

“Common Areas” shall mean the area as defined in the RERA Rules.

“Competent Authority” shall mean the area as defined in the RERA Rules.

“DTCP” shall mean Directorate, Town and Country Planning, Haryana.

“Booking Amount” shall mean 10% (Ten Percent) of the Total Price of the Apartment.

“Applicable Taxes” shall mean all the taxes, cess, revenue, by whatever name called payable by the promoters.

“Total Price” shall have the same meaning ascribed to it under clause 1.

WHEREAS:

- A. The promoter has obtained. **license No. 23 OF 2019 Endst. No LC-3804-Asstt. (RK) 2019/4994 dated 20-02-2019** in collaboration dated 30.11.2018(Date of Collaboration Agreement) with Confirming Party UNDER DEEN DAYAL JAN AWAS YOJANA AFFORDABLE PLOTTED HOUSING, for land measuring 12.41875 acres valid upto 19.02.2024 situated in the in the revenue estate of Village-Sohna, Sector-35, Gurgaon -Manesar, District Gurugram. and the promoter has constructed a project namely **Green Valley** in sector 35, Gurugram, Haryana of which ‘said project’ is constituting a part (hereinafter referred to and defined as the said project) in accordance with the Zoning plans approved by the DGTCP, Haryana, Chandigarh vide their memo no. **DRG No. DTCP 6965 dated 16-05-2019**
- B.
- C. The allottee has been allotted a residential/commercial plot no. \_\_\_\_\_ apartment no. \_\_\_\_\_ in tower no. \_\_\_\_\_ at \_\_\_\_\_ floor hereinafter referred to and defined as the “said unit” as fully described in Schedule I to this conveyance deed with the carpet area \_\_\_\_\_sq. mtrs. (\_\_\_\_\_sq. ft.), balcony area \_\_\_\_\_sq. mtrs. (\_\_\_\_\_sq. ft.), verandah area \_\_\_\_\_sq. mtrs. (\_\_\_\_\_sq. ft.) and exclusive right to use the Parking Space(s) \_\_\_\_\_sq. mtrs. (\_\_\_\_\_sq. ft.) (if any)for a total price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_only) including EDC & IDC and other charges/fees etc.
- D. The construction of the said unit has been completed and the occupation certificate has been granted by DGTCP, Haryana, Chandigarh, vide its letter bearing memo No. \_\_\_\_\_ dated \_\_\_\_\_. The allottee has been put in possession of the said apartment on and being fully satisfied, has no claim of any nature whatsoever and the allottee confirms that the carpet area of the said apartment is \_\_\_\_\_sq. mtrs. (\_\_\_\_\_sq. ft.).
- E. In accordance with the provisions of the Haryana Ownership Act 1983 the promoter(s) has registered and filed the declaration for the said apartment before the competent authority(ies) on \_\_\_\_\_
- F. **M/s Vibhor Home Developer Private Limited, the Confirming Party is the absolute and lawful owner of land admeasuring 12.41875 acres comprised in Rect No. 12, Khasra No. 6 (8-0), 15 (8-0), 16(8-0), 17 (8-0), 24 (8-0), 25 (8-0) and Rect No. 13 , Khasra No. 20 (8-0), 21(8-0), Rect No. 271 (8-0), 2 (8-0), 7/2 (2-13), 8/1 (5-16), 9/1 (2-18), and Rect No. 28 , Khasra No. 5/2(2-4), 5/1(5-16),, Total Area (99-7) K-M situated in the revenue estate of Village-Sohna, Sector-35, Gurgaon -Manesar, District Gurugram**
- G. By and under development agreement executed between Lion Infra Developers LLP. (Developer) and Vibhor Home Developer Private Limited (Confirming party), Confirming party has granted absolute development rights in respect of the aforesaid land in favor of Lion Infra Developers LLP vide **Collaboration Agreement No 4662 dated 30<sup>th</sup> November, 2018.**
- H. Thereafter, by and under collaboration agreements dated 30.11.2018 duly registered with the sub-registrar, Gurugram (“Collaboration Agreements”), confirming party has granted, transferred and assigned the development/co development rights in respect of land admeasuring 12.41875 acres approx. out of the Licensed Lands and land admeasuring \_\_\_\_\_ acre approx. out of the Licensed Land respectively, aggregating \_\_\_\_\_ Acres approx. forming part of the Licensed Lands and more particularly described in the Part B of Schedule I (Collectively referred to as the Complex Lands in favor of \_\_\_\_\_, pursuant to which \_\_\_\_\_ along with \_\_\_\_\_are entitled to construct multi-storied group housing buildings and other amenities, structures, facilities, services, etc. on the Complex Lands (“Complex”) on the terms and conditions mentioned therein.
- I. Among others, the following permissions, sanctions, in-principle approvals for development of Licensed Lands (which includes the Complex Lands), have been obtained.

1. License for development of the Licensed Lands into Affordable Residential Plotted Colony under Deen Dayal Jan

Awas Yojna - 2016/ from the DTCP vide **License No. 23 of 2019 dated 20.02.2019** .

2. Zoning plan approved memo no. **DRG No. DTCP 6965 dated 16-05-2019** from the DTCP.
3. Approval of the building plan of the Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna - 2016 on the complex lands i.e. form \_\_\_\_\_ granted by DTCP vide its memo No. ....dated .....

**J.** Above mention project, \_ Green Valley\_ (“Real Estate Project”) have been developed as Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna - 2016 and have been registered as a ‘real estate project’ under the Act and the Rules. The Authority has duly issued the certificate of registration no. \_\_\_\_\_ dated \_\_\_\_\_ for the Real Estate Project (“RERA CERTIFICATE”), which is annexed and marked as Annexure “A” hereto.

**K.** The Buyer had entered into an apartment buyer agreement dated \_\_\_\_\_ (“Agreement to sale”) by and under which the Buyer was allotted, on the terms and conditions mentioned therein, the residential apartment bearing No. \_\_\_\_\_ on the \_\_\_\_\_ floor having Carpet Area of \_\_\_\_\_ sq. feet in the tower/building \_\_\_\_\_ (“Building”) and having exclusive balconies having an aggregate Carpet Area of \_\_\_\_\_ sq. feet; along with \_\_\_\_\_ covered car parking space no. \_\_\_\_\_ for \_\_\_\_\_ cars (“Car Park Space”) of \_\_\_\_\_ feet x \_\_\_\_\_ feet size each (aggregate area of \_\_\_\_\_ sq. feet) in the \_\_\_\_\_, if any as permissible under the Applicable Laws an undivided proportionate interest in the Common Areas in the Real Estate Project (hereinafter referred to as the “Apartment”), more particularly described in Schedule VII. The floor plan of the Apartment is annexed hereto and marked as Schedule V.

**L.** The Buyer has, prior to the date hereof, examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Buyer has agreed and consented to the development of the Real Estate Project on the Complex Lands. The Buyer has also examined all documents and information uploaded by the promoter on the website of the Authority as required by the Act and the Rules and has understood the documents and information in all respects.

The Promoters shall ensure that prior to the conveyance of the Complex Lands to the Association of the Buyers, which conveyance shall be in conformity with the provisions of Apartment Act, the said facilities shall be fully repaid and satisfied by the promoters.

**M.** The Buyer represents and confirms that it has inspected all the documents pertaining to the licensed and the Complex Lands including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters in the Real Estate Project and its right to convey the Apartment to the Buyer.

**N.** The Parties hereby confirm that they are signing the Conveyance Deed with full knowledge of the applicable Laws.

**O.** The Parties, relying on the confirmations, representations and assurances of each other to 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.

NOW THEREFORE in furtherance to receipt of the total price, the parties are executing this conveyance deed for recording the sale, conveyance and transfer of the apartment along with proportionate undivided interest in the common areas and exclusive right to use and occupy the car park space, absolutely and forever, in favor of the buyer on the terms and conditions mutually agreed by and between the parties and contained in this conveyance deed.

#### 1. CONVEYANCE:

- 1.1 In accordance with the terms and conditions contained in this conveyance deed and in consideration of the total price including EDC & IDC \_\_\_\_\_ (Rupees only) paid by the allottee and received by the promoter (as per details mentioned in the payment schedule- \_\_\_\_\_ hereunder), the promoter doth hereby sell, convey, assign and transfer unto the allottee by way of sale, the said unit and right to use the common areas and facilities of the said project along with right to exclusively use the parking space(s), if any (more fully described in the schedule- \_\_\_\_\_ hereunder) said project free from all encroachments, charges and encumbrances together with all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the said apartment or in any way appended therewith usually held as part and parcel thereof.

And now it shall be lawful for the allottee for all times hereafter to enter upon the said apartment and hold and enjoy the same

and every part thereof without any interruption, disturbance, claim or demand from the promoter subject to the terms and conditions of this conveyance deed and the declaration. The promoter agree that they shall from time to time and at all times hereafter, upon every reasonable request and at the cost of the allottee, make, acknowledge, execute and perfect with all proper dispatch, all such further and other lawful and reasonable acts, deeds, matters and things whatsoever necessary for assuring the said apartment unto the allottee in the manner mentioned in this conveyance deed. The promoter covenant that this conveyance deed is executed in all its entirety and that the promoter has received full sale price of the said apartment.

- 1.2 The Total Price for the built up Unit/Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) along with parking (if applicable) based on the carpet area is (Rupees only) ("Total Price") (Give break up and description of carpet area and common areas):

Block/Building/ Tower no. Type Floor Parking (if applicable)	Apartment No.	Rate of Apartment per square feet
Total price (in rupees)		

[OR]

The Total Price of plot for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) along with parking (if applicable) as per approved demarcation/ zoning plan (whichever is applicable) is (Rupees only) ("Total Price") (Give break up and description of carpet area and common areas)

Plot No. _____ Block No. _____ Area of the Plot (in square meter) ____ Parking (if applicable) ____ Total price (in rupees)	Rate of Plot per square meter:-
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Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the allottee to the promoter towards the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) along with parking (if applicable);
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the promoter up to the date of handing over the possession of

the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) along with parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/ decreased based on such change / modification:

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The promoter shall periodically intimate in writing to the allottee, the amount payable as stated in (i) above and the allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition, the promoter shall provide to the allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- (iv) The Total Price of Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) along with parking (if applicable) includes recovery of price of land, development/ construction of [not only of the Apartment/ Unit/ Plot] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) along with parking (if applicable) in the Project.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the promoter abiding by the construction/ development milestones, the allottee shall make all payments, on written demand by the promoter, within the stipulated time as mentioned in the Payment Plan SCHEDULE IX through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of 'Lion Infra Developer LLP A/C Green Valley .....' payable at Gurgaon

## **3. TERMS AND CONDITIONS:**

The allottee confirms that subject to the terms and conditions of this Conveyance Deed, the promoter have conveyed to the allottee only the following rights with regard to the said apartment-

- i) Ownership of the said apartment.

- ii) Exclusive right to use the parking space(s) for parking of vehicles only. The allottee hereby acknowledges that the said apartment along with parking space(s) will be treated as a single indivisible unit for all purposes including the Act and, as such, cannot be transferred separately.
- iii) Right to use common areas and facilities within the said project as set out in the declaration. The allottee agrees that the interest of allottee in the common areas and facilities is undivided and cannot be separated and is subject to timely payment of maintenance charges. The allottee shall use common areas and facilities harmoniously along with other apartment owners, maintenance staff etc., without causing any inconvenience or hindrance/annoyance to them.
- iv) The common areas and facilities shall include the reserved car parking spaces in basements individually allotted to the respective apartment owners for their use.

#### **4. CONSTRUCTION OF THE REAL ESTATE PROJECT AND HANDOVER OF APARTMENT:**

**4.1** The Allottee acknowledges and confirms that the he/she has not paid any amount towards any other lands, facilities and amenities. The allottee shall have right or interest in the same and the same are specifically excluded from the scope of this Conveyance Deed. Accordingly, the promoter has made it clear and the allottee has understood and agrees that the allottee shall have ownership thereof and the ownership of such land, areas, facilities and amenities shall vest solely with the allottee and they shall have sole right and absolute authority to deal with the same in any manner including creation of rights in favour of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other authority, body, person, institution, trust and/or any local body(ies).

**4.2** The allottee acknowledges that the promoter shall be carrying out developmental/construction activities strictly in accordance with the sanctioned building plans duly approved by the competent authority now and for many years in future in the entire license area falling outside the project /Tower land and that the allottee shall not raise any objection or make any claims on account of inconvenience, which may be suffered by the allottee due to such developmental/ construction or its incidental/ related activities.

#### **5. ADDITIONAL CONSTRUCTIONS:**

The promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities mentioned in Schedule VI hereto has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority.

#### **6. PARKING FACILITIES:**

**6.1** The allottee undertakes to do all acts, things, deeds including present himself as may be required for the execution and registration of the deed of apartment in respect of the ownership of said apartment and exclusive right to use the parking space(s) as the promoter so desire to comply with the provisions of the Act.

The parking space(s) mentioned in the agreement is intended to be used on an exclusive basis by the allottee of the said apartment. It is further clarified and understood by the allottee that the right to use the said parking space is an integral part of the said apartment and the same cannot be sold/ dealt with independently of the said apartment. It is further clarified by the promoter and fully understood by the allottee that no separate price or charge has been recovered by the promoter as part of the total price of the said apartment for the right to exclusive use of such parking space. However, the liability to pay for the maintenance and upkeep charges as may be levied from time to time by the maintenance agency on such parking space shall be the responsibility of the allottee and such rights are co-terminus with the discharge of all the obligations as mentioned in the agreement. All clauses of the application and the agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the parking space so allotted, wherever applicable.



The allottee acknowledges that the he/she shall remain the owner of the parking spaces within the said project which have not been allotted to any apartment owner and the promoter shall have the right to use the same in any manner.

## **7. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

**7.1** The allottee undertakes to join any association/ society of apartment owners formed by the promoter under relevant provisions of the Act and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary for this purpose.

**7.2** The allottee agrees and undertakes that after the association of apartment owners/ competent authority, as the case may be, has taken over the maintenance of the said project, thereafter the allottee shall be liable to pay maintenance charges for the maintenance of the common areas & facilities of the said project to such association of apartment owners / competent authority. Each allottee shall promptly pay all such maintenance charges as demanded by the association of apartment owners or the competent authority and to secure the payment of such maintenance charges, the Allottee shall always keep deposited an amount @ Rs. \_\_\_\_/- per sq. ft. with the Association of Apartment Owners/ Competent Authority, as the case may be; which shall be called "Interest Bearing Maintenance Security (IBMS) Deposit". The allottee agrees to pay all such maintenance charges to the association of apartment owners / competent authority, as the case may be; by way of a cheque / demand draft drawn in favour of the such association of apartment owners / competent authority, as the case may be. In case, the allottee fails to pay any maintenance bill then

- (i) the allottee shall not be entitled to avail any maintenance services.
- (ii) the amount of such maintenance bills shall be first adjusted from the interest accrued upon the IBMS and if the interest on IBMS falls short of the amount of maintenance bill then such short fall shall be adjusted out of the principal amount of IBMS.
- (iii) If due to such adjustment in the principal amount, the IBMS falls below the agreed sum Rs. \_\_\_\_\_ per sq. mtr. (\_\_\_\_/- per sq. ft. approx.) of the carpet area of the said apartment, then the allottee (s) hereby undertakes to make good the resultant shortfall within fifteen days of the due date of the defaulted maintenance bill.

**7.3** In order to provide necessary maintenance services the promoter shall hand over the maintenance of the said building/said project to the association of apartment owners/maintenance agency. The allottee acknowledges and confirms to abide by the terms and conditions of the maintenance agreement and to pay promptly all the demands, bills, charges, as may be raised by the association of apartment owners/maintenance agency from time to time. The allottee assures and undertakes to pay the total maintenance charges fixed by the association of apartment owners/maintenance agency whose decision shall be final and binding on the allottee and the allottee undertakes to pay the same promptly.

**7.4** The allottee acknowledges that the association of apartment owners/ maintenance agency shall be responsible for providing maintenance services to the said building/said project including supply of electricity in terms of the permission to be granted by the competent authority(ies) to raise bills directly on the allottee and collect payments thereof and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The association of apartment owners/maintenance agency may entrust the maintenance services, to be undertaken/carried out through any person, as deemed fit at its sole discretion. The allottee undertakes to pay promptly without any reminders all bills and charges as may be raised by the association of apartment owners/maintenance agency from time to time. The allottee confirms not to withhold, refuse or delay the payment of maintenance bills raised by the association of apartment owners/maintenance agency or fail to abide by any of the terms and conditions of the maintenance agreement. The allottee undertakes that the allottee shall be entitled to use the maintenance services subject to the timely payment of maintenance charges. If the allottee fails to pay the maintenance charges, then the allottee acknowledges that the allottee shall not be entitled to use the maintenance services including the supply of electricity (directly or through D.G. Set) as the association of apartment owners/maintenance agency is providing the electricity as an integral part of total maintenance services and not as a

separate function. The allottee undertakes to pay all the charges to the association of apartment owners/maintenance agency periodically as and when demanded by the association of apartment owners/maintenance agency. The share so determined by the association of apartment owners/maintenance agency shall be final and binding on the allottee.

- 7.5 The allottee confirm that the association of apartment owners/maintenance agency has the right of unrestricted access to all general and/or limited common areas and facilities and parking spaces as listed of Annexure ----- of the Conveyance Deed for providing necessary maintenance services. The allottee acknowledges that the association of apartment owners/maintenance agency shall have the right to enter into the Said Apartment or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said apartment or the defects in the apartment above or below the said apartment any refusal of the allottee to give such right to entry will be deemed to be a violation of the terms of this Conveyance Deed and the promoter shall be entitled to take such actions, as they may deem fit.
- 7.6 The allottee confirms and acknowledges that the association of apartment owner's /maintenance charges and the maintenance services are more elaborately described in the maintenance agreement.

## **8. DEFECT LIABILITY:**

- 8.1 The allottee confirms that the association of apartment owners /maintenance agency, its surveyors, agents with or without workmen and others shall have the right to enter into and upon the said apartment or any part thereof to view and examine the state and condition thereof and to make good all defects, decays and repairs which the allottee has failed to make good in spite of service of one month notice in writing by the association of apartment owners /maintenance agency in this behalf and also for repairing of any part of the building and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, wires, parts, structures of other conveniences belonging to or serving or used for the said apartment and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables.
- 8.2 The allottee acknowledges and confirms that the infrastructure facilities provided by the Government in the entire sector is beyond the control of the association of apartment owners /maintenance agency and the allottee shall not have a right to raise any claim or dispute against the promoter/ association of apartment Owners /maintenance agency in respect of the facilities provided by the Government or any other statutory authorities.
- 8.3 The allottee confirms and acknowledges having received actual, physical, vacant possession of the Said Apartment and the Parking Space(s) if any from the promoter after satisfying himself about the construction and various installations like electrification work, sanitary fittings, water and sewerage connection etc. have been made and provided in accordance with the drawings, designs and specifications and are in good order and condition.

In case any, structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the Agreement for Sale and this Conveyance Deed relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottee shall be entitled to receive appropriate compensation in the manner as provided under the section 18(2) of RERA Act/HARERA Rules, 2017 Act.

Provided that, the promoter shall not be liable for any such structural/ architectural defect induced by the allottee, by means of carrying out structural or architectural changes from the original specifications/ design.

In case of title defect concerning the land under the project for all time to come the promoter shall be responsible to rectify the same and to compensate the allottee in terms of section 18(2) of RERA act 2016.

- 8.4 The allottee acknowledges that the association of apartment owner's / maintenance agency may get the said building insured against fire, earthquake, riots and civil commotion, militant action etc. on behalf of the allottee and the allottee

agrees to pay the proportional cost of the same. However, the contents inside the said apartment shall be insured by the allottee at his own cost. The allottee shall not do or permit to be done any act or thing which may render void or voidable, insurance of any apartment or any part of the said Building or cause increased premium to be payable in respect thereof, for which the allottee shall be solely responsible and liable.

## **9. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

- 9.1** The allottee confirms to be solely responsible to maintain the said apartment at its own cost in a good repair and condition and shall not do or suffer to be done anything in/or to the said building or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said apartment.
- 9.2** The allottee confirms and undertakes to keep the walls and partitions, sewers, drains, pipes appurtenant thereto, in good and tenable repair and maintain the same in a fit and proper condition so as to support, shelter and protect the parts of the buildings even other than the said apartment and to ensure that the support, shelter etc. of the said building or pertaining to the said building, in which the said apartment is located, is not in any way damaged or jeopardized and shall abide by all laws, bye-laws, rules and regulations of the Government, local/municipal authorities and/or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws or rules and regulations.
- 9.3** The allottee further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the said building or anywhere on the exterior of the said building or common areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further, the Allottee confirms not to store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the said building. The allottee shall also not remove any wall, including load bearing wall of the Said Apartment. The walls shall always remain common between the Said Apartment and the apartments of other owners of adjacent apartments.
- 9.4** The allottee confirms to plan and distribute its electrical load in conformity with the electrical systems installed by the promoter. The non-observance of the provisions of this clause shall entitle the promoter or the maintenance agency or association of Apartment Owners, to enter the said apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the allottee apart from the other remedies as shall be available. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

## **10. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 10.1** The allottee confirms that the basement(s) and service areas, if any, as may be located within the said building/said project, as the case may be, as earmarked by the promoter to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per zoning plans/building plans.
- 10.2** The allottee shall not be permitted to use the services areas and the basements (other than the area earmarked for parking spaces for the exclusive use of the allottee) in any manner whatsoever and the same shall be reserved for use by the promoter/ maintenance agency/ association of apartment owners for rendering maintenance services. Any violation of this condition shall be a breach of the terms of this Conveyance Deed by allottee.
- 10.3** The allottee undertakes and agrees not to use the said apartment for any purpose other than residential or in a manner that may cause nuisance or annoyance to other apartment owners in the said building or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said apartment which tends to cause damage to any flooring or ceiling or services of any apartment over, below or adjacent to the said apartment or anywhere in the said project or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The allottee shall indemnify the association of apartment owners /maintenance agency against any penal action, damages or loss due to misuse by the allottee.

- 10.4** The allottee confirms and acknowledges that the maintenance agency/association/RWA shall have the right of the top roof/terraces above the top floor for installation and operation of antenna, satellite dishes, solar panels, communication tower, other communication equipment.
- 10.5** The promoter will ensure bulk electricity connection from DHBVN under the rules, within three months from the date of offer of possession of flat/plot otherwise he/she will ensure supply of electricity through DG set and shall charge at the rates of DHBVN.
- 10.6** The allottee(s) has understood that his/her rights with regard to the said apartment are limited to those mentioned in the Conveyance Deed, and the allottee(s) has not contracted with the promoter for any other right of any nature whatsoever.
- 11. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE CONVEYANCE DEED:**
- The allottee confirms that wherever the allottee has to make payment in common with the other apartment owners in the said building, the same shall be in proportion with the carpet area of the said apartment to the total carpet area of all the apartments in the said building.
- 12. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS BY THE PARTIES:**
- 12.1** The allottee acknowledges that if any clause of this Conveyance Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this Conveyance Deed and to the extent necessary to conform to the applicable laws; and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in law.
- 12.2** The allottee confirms that all the obligations arising under this Conveyance Deed in respect of the said apartment shall equally be applicable and enforceable against any and all occupiers, tenants, licenses and/or subsequent purchasers of the said apartment as the said obligations go with the said apartment for all intents and purposes and the allottee assures the promoter that the allottee shall take sufficient steps to ensure the performance in this regard.
- 12.3** The allottee agrees and understands that the contents of the declaration and all the rights and obligation setout therein shall be read as an integral part of this Conveyance Deed.
- 12.4** The allottee acknowledges and confirms that the allottee has read and understood the Act/RERA Act/HARERA Rule,2017 and the implications thereof in relation to the various provisions of the Conveyance Deed and the allottee is in full agreement with the provisions of this Conveyance Deed in relation to the Act/RERA Act/HARERA Rule,2017 and shall comply as and when applicable and from time to time with the provisions of the Act/RERA Act/HARERA Rule,2017 or any statutory amendments or modifications thereof or the provisions of any other law(s).
- 13. COMPLIANCE WITH APARTMENT ACT AND THE RERA/HARERA ACT:**
- The Promoter have assured the allottee that the project in its entirety is in accordance with the provisions of the Apartment Ownership Act 1983, RERA/HARERA Act and rules framed / to be framed thereunder.
- 14. ENTIRE CONVEYANCE DEED:**
- 14.1** The allottee(s) has understood that his/her rights with regard to the said apartment are limited to those mentioned in the Conveyance Deed, and the allottee(s) has not contracted with the promoter for any other right of any nature whatsoever.

**14.2** The allottee confirms having borne and paid all expenses for the completion of this Conveyance Deed, including cost of stamp duty and government fee charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty, as may be determined by the Sub-Registrar/ concerned authority, along with consequent penalties/deficiencies as may be levied in respect of the said apartment conveyed by this Conveyance Deed shall be borne by the allottee exclusively and the promoter accept no responsibility in this regard.

**14.3** The promoter & allottee will comply with all provisions of Builder Buyer Agreement executed by both and date of delivery of the possession is \_\_\_\_\_.

**15. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON PROMOTER/SUBSEQUENT ALLOTTEE OF THE APARTMENT:**

It is clearly understood and agreed by and between the parties hereto that if there is any default by the promoter or the purchaser, then the party who rescinds the contract need to pay damages to the other party for the breach of contract.

**16. DISPUTE RESOLUTION:**

**16.1** The allottee agrees and understand that the terms and conditions of this Conveyance Deed may be modified amended in accordance with any applicable directions/orders which may be passed by any court of law, Tribunal or Commission, in compliance with applicable laws, upon final determination of the issues in the pending proceedings before Supreme Court and the allottee agrees to execute the deed of amendment/ supplementary deed / rectification deed modifying this Conveyance Deed if necessary in accordance with such final directions/orders and there upon the Conveyance Deed would be deemed to have been executed in such modified form.

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Conveyance Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under The Real Estate (Regulation and Development )Act, 2016.

**16.2** The courts at Gurugram alone and the Punjab & Haryana High Court at Chandigarh shall have the jurisdiction.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Conveyance Deed at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint Buyers)

(1) Signature \_\_\_\_\_

Name

Address

Please affix  
photograph and  
sign across the  
photograph

(2) Signature

Name

Address

Please affix  
photograph and  
sign across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorized Signatory)

Name

Address

Please affix  
photograph and  
sign across the  
photograph

At on in the

presence of:

WITNESSES:

1. Signature  
Name  
Address

2. Signature  
Name  
Address \_\_\_\_\_

SCHEDULE I

Part A: Description of Licensed Lands

Land ad-measuring 9.0625 acres situated at Sohna sector - 35 Gurugram in and comprised in the following

License No. 23 of 2019 dated 20.02.2019					
Sr. No.	Revenue Estate	Rect. No .	Khasra No.	Area	
				Acre	Sq. mt.
1.	Sohna, Gurugram	12	6 (8-0), 15 (8-0), 16 (8-0), 17 (8-0), 24 (8-0), 25 (8-0),	12.41875	50256.818
2		13	20 (8-0), 21 (8-0),		
3		27	1 (8-0), 2 (8-0), 7/2 (2-13), 8/1 (5-16), 9/1 (2-18),		
4		28	5/2 (2-4), 5/1 (5-16),		
Total licensed area			(99-7) K-M	12.41875	50256.818

SCHEDULE II  
DETAILS OF CONFIRMING PARTIES

SCHEDULE III  
DETAILS OF SALE DEEDS



SCHEDULE IV  
DESCRIPTION OF THE APARTMENT

A. DESCRIPTION OF THE APARTMENT APPLIED FOR:

- (i) Apartment No. \_\_\_\_\_
- (ii) Tower No. \_\_\_\_\_
- (iii) Floor No. \_\_\_\_\_
- (iv) Carpet area of \_\_\_\_\_ sq. mts. (equivalent to \_\_\_\_\_ sq.ft. approx.)
- (v) Exclusive Balcony area of \_\_\_\_\_ sq.mts (equivalent to \_\_\_\_\_ sq.ft. approx.)
- (vi) Number of covered car parking(s) \_\_\_\_\_
- (vii) The above said apartments is surrounded from four side as follows:
- (viii) The above said apartments is surrounded from four side as follows:
- a. East side: \_\_\_\_\_
- b. West side: \_\_\_\_\_
- c. North side: \_\_\_\_\_
- d. South side: \_\_\_\_\_

MODE OF BOOKING:

- (i) Direct ()
- (ii) Property Dealer/Channel Partner/Broker ()
- (Mention name & address of the Dealer/Channel Partner/Broker with stamp)

Name:
Address:
Signature:
Stamp:

SCHEDULE V  
FLOOR PLAN OF THE APARTMENT

SCHEDULE VI  
SPECIFICATIONS & AMENITIES  
WHICH ARE PART OF THE APARTMENT

As      Attached in Annexure-1

SCHEDULE VII  
COMMON AREAS/SERVICES/FACILITIES  
WHICH ARE PART OF THE REAL ESATATE PROJECT

Sr. no.	Common area detail	Area per sq. ft.
1.	Lower basement-	
2.	Upper basement-	
3.	Ground floor-	
4.	Towers-	
5.	Terrace-	

