

CONVEYANCE DEED

1.	Village/ City Name	:	Sector-92, Villages Wazirpur and Mewka, District Gurugram, Haryana
2.	Apartment No. & Floor	:	
3.	Segment/ Block Name	:	
4.	Project Name	:	
5.	Type of Property	:	Apartment
6.	Super Area	:	_____ Sq. ft.
7.	Transaction Value	:	INR
8.	Stamp Duty	:	INR
9.	Stamp No. & Date	:	
10.	Stamp Issued	:	Govt of Haryana
11.	Commercial or Residential	:	Residential
12.	Registration Fees	:	INR
13.	Challan No	:	
14.	Property ID	:	

This **CONVEYANCE DEED** (“**Deed**”) entered into at Gurugram, Haryana on this ___ day of ____, 2025.

BY AND BETWEEN

SARE GURUGRAM PRIVATE LIMITED, a company registered under the Companies Act, 1956 with corporate identification number U70109DL2006PTC152635 and PAN [AADCR3874R] and having its registered office at 5th Floor, Wing A, Statesman House, 148, Barakhamba Road, Connaught Place, Central Delhi, New Delhi, India, 110001 and corporate office at 904-907, 9th floor, Time Tower, MG Road, Gurugram-122102 represented through its authorized signatory Sachin Yadav having Aadhar number 8981-6928-2794 authorized vide board resolution dated 11/09/2024 (hereinafter referred to as “**Vendor**”, which expression shall include its successor-in-interest, legal representatives, administrators, executors and assigns);

AND

1. Ramprastha SARE Landholding Company Two Private Limited (CIN No. U74300DL2006PTC155670), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 5th Floor, Wing A, Statesman House, 148 Barakhamba Road, Connaught Place, Central Delhi, New Delhi, India, 110001 represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter referred to as the “Confirming Party - 1” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns
2. Ramprastha SARE Landholding Company Five Private Limited (CIN No. U51500DL2006PTC155672), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 5th Floor, Wing A, Statesman House, 148 Barakhamba Road, Connaught Place, Central Delhi, New Delhi, India, 110001 represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter referred to as the “Confirming Party - 2” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns

Confirming Party – 1 and Confirming Party – 2 shall hereinafter be collectively referred to as “Owners”

AND

_____, (hereinafter referred to as “**Vendee**”, which expression shall include his/her successor-in-interest, legal representatives, administrators, executors and permitted assigns).

The Vendor, Owners, and the Vendee shall hereinafter collectively be referred to as the “Parties” and, individually, as a “Party”.

WHEREAS:

- A. The Vendor and Owners, are the legal owners of land measuring 48.818 acres located in Sector 92, Gurugram, Haryana (“**Said Land**”). The Vendor in 2013 and 2024 vide agreements dated 14th May, 2013 and 3rd September, 2024 executed with the Owners has also acquired the exclusive rights to develop the Said Land. The Said Land consists of a total area of 48.818 acres, identified by khasra numbers situated at Village Wazirpur and Mewka, Sector-92, Gurugram more particularly detailed in **Schedule A**. The Vendor is developing a residential project/ colony under the name and style of ‘Altis @ DXP 92’ (hereinafter referred to as the “**Project**”) over 2 acres out of the Said Land. The Vendor, for the development of a group housing project over the said Land, has obtained license number 44 of 2009 dated 14 August 2009 which was transferred by way of change of developer approval in favor of M/s SARE Gurugram Private Limited (i.e. Vendor herein) and the Owners vide order dated 13 September 2024 bearing ENDST No: LC-1635/JE(AK)/2024/29005-22 and LC-1635/JE(AK)/2024/29023-28 issued by the DTCP and license number 68 of 2011 dated 21 July 2011 which was transferred by way of change of developer in favor of M/s SARE Gurugram Private

Limited (i.e. Vendor herein) and the Owners vide order dated 13 September 2024 bearing ENDST number: LC-1635-B/JE(AK)/2024/28967-984 and LC-1635-B/JE(AK)/2024/28985-90 issued by the DTCP, and the same are valid and subsisting, as on date.

- B. The Vendor underwent a corporate insolvency resolution process before the Hon'ble NCLT, New Delhi, Principal Bench vide its order dated 9 March 2021 in C.P. (IB) No. 300 (PB)/2020, in accordance with the Insolvency and Bankruptcy Code, 2016 ("**IBC/Code**"). During this process, the resolution plan proposed by a consortium consisting of KGK Realty India Private Limited (through Eka Life Limited) and Dhoot Infrastructure Projects Limited ("**Resolution Applicants**") led by KGK Realty India Private Limited, was duly approved by the NCLT vide order dated 24 April 2023, in IA No. 702 of 2022 ("**Approved Resolution Plan**"). Following the implementation of the Approved Resolution Plan, the current management and control of the Vendor has been vested with the Resolution Applicants.
- C. The Vendor has been granted the absolute rights to develop and construct the Project on the Said Land as per the aforementioned inter-se agreement dated 3 September 2024 executed by the Owners. Accordingly, and by virtue of the said agreement, the Vendor is legally entitled to market and sell the various units in the said Project forming part of the approved layout/ sanctioned plan of the said Project.
- D. The Project is being developed by the Vendor in accordance with all requisite approvals and sanctions obtained from the competent regulatory authorities. The Vendor has obtained the occupancy/ completion certificate Memo No. _____ dated _____ issued by DTCP.
- E. The Vendor has registered the Project (comprising the said Flat (*defined hereinbelow*)) under the provisions of the Act read with Rules with the RERA Authority (*defined hereinbelow*) at Gurugram under Registration No. _____ of _____.
- F. The Vendee had applied to the Vendor for allotment of the flat number _____ having carpet area of _____ **square feet (Super Area of _____ square feet)**, located on _____ **Floor** in building number _____ in Phase titled as "**Altis**" along with garage/covered parking number(s) _____, admeasuring _____ Mtr. in the _____ ("**Flat**"), and right to use the Common Areas along with other occupants and allottees (the details of the **said Flat** are more particularly described in **Schedule B** and the floor plan of the said Flat is annexed hereto and marked as **Schedule C**) vide the Allotment Letter and Buyer's Agreement for a total Sale Consideration of **INR _____/- (Indian Rupees _____ Only)** (excluding EDC/IDC, IFMS and Possession Charges as more particularly defined and detailed in Schedule E of this Deed) on such terms and conditions contained in the Allotment Letter and Buyer's Agreement (*defined hereinbelow*). The Basic Specifications inter alia including specifications, amenities and facilities forming part of the said Flat and Project are more particularly described in **Schedule D**.
- G. The Vendee hereby confirms that [he/she/it] has conducted an independent inspection and due diligence of the said Flat, the Project, Said Land, sanctioned plans, ownership records/ title deeds and other documents relating to the title and all other details of the Project, said Flat and the Said Land. The Vendee has also reviewed the approvals, permissions and sanctions granted by the competent Governmental Authorities for the Project and said Flat, which the Vendee considered necessary and relevant for the purchase of the said Flat in reference. Having deemed such information and documents necessary and sufficient for the purpose of this Deed, the Vendee has satisfied [himself/herself/itself] about the right, title and capacity of the Vendor to develop the said Project, and to sell the said Flat, and has understood all limitations and obligations thereof. Accordingly, the Vendee has now expressed [his/her/its] desire to get this Deed thereof executed and registered in [his/her/its] favour.

- H. In accordance with the provisions of the Apartment Act (*defined hereinbelow*), the Vendor Shall duly register and file the Declaration (*defined hereinbelow*) and form a Residential Welfare Association in accordance with the Societies Act (*defined hereinbelow*).
- I. The Vendor is now desirous of completing the sale and transfer of the said Flat in favour of the Vendee, and the Parties are therefore executing this Deed to complete the same.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

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

“**Act**” means Real Estate (Regulation and Development) Act, 2016.

“**Allotment Letter**” means the letter of allotment dated ____ issued by the Vendor in favour of the Vendee for allotment of the said Flat.

"**Apartment Act**" means the Haryana Apartment Ownership Act, 1983 and the rules and/or any other statutory enactment or modifications thereof.

"**Basic Specifications**" shall have the meaning as described in **Schedule D**, annexed with the Deed.

"**Building**" means the towers/buildings/blocks number ____ forming part of the Project, in which the said Flat is located.

"**Buyer's Agreement**" means the flat buyer's agreement dated ____ executed between the Parties for purchase of the said Flat along with exclusive right to use Parking Space(s).

“**Common Areas**” means and includes:

- a. the land on which the Building is located and all easements, rights and appurtenances belonging to the Building;
- b. the foundations, columns, girders, beams, supports, main walls, roofs, halls, common corridors, passages, lobbies, stairs projections, stair-way, fire-escapes, refuge areas, munties, lifts and entrances and exits of the Building;
- c. installations of common services, such as power, light, water, sewerage, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors;
- d. all other parts of the said Building necessary or convenient to its existence, maintenance and safety or normally in common use;
- e. [such community and commercial facilities as may be provided for in the Declaration].

"**Declaration**" means the deed of declaration (including any amended declaration) filed / to be filed under the Apartment Act, with the competent authority(ies), with regard to the said Flat/ Building/ Project.

"**Deed**" means this deed of conveyance, conveying the title of the said Flat in favour of the Vendee.

"**DTCP**" means Director Town & Country Planning, Chandigarh, Haryana.

"**EDC**" means external development charges levied or leviable on the Building/ Project (whatever name called or in whatever form) by the government of Haryana or any other competent authority including such other conditions imposed/ to be imposed by the said authorities, to be paid by the Vendee.

"**FAR**" means Floor Area Ratio.

"**Flat**" means the flat number ____ having carpet area of ____ **square feet (Super Area of ____ square feet)**, located on ____ **Floor** in [tower/block/building] number ____ in Phase titled as "____" along with garage/covered parking number(s) ____, admeasuring ____ Mtr in the ____ and right to use the Common Areas along with other occupants and allottees. The floor plan of the said Flat is annexed hereto and marked as **Schedule C** and the Basic Specifications of the Flat and Project are more particularly described in **Schedule D**.

"**Footprint**" means the precise land underneath the said Building excluding the land below the extended basement.

"**Governmental Authority**" or "**Governmental Authorities**" means any government authority, statutory authority, government department, government agency, commission, board, tribunal or court or other law, rules or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any State or other subdivision thereof or any municipality, district or other subdivision thereof, and/or any other municipal/ local authority having jurisdiction over the Said Land on which the Building/ Project is situated.

"**GST**" means Goods and Services Tax.

"**IDC**" means the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authorities for recovery of cost of development of State/ National highways, transport, irrigation facilities etc. includes additional levies, fees, cesses, charges and any further increase prospective or retrospective (in any such charges).

"**IFMS**" means the interest free maintenance security paid by the Vendee for the maintenance and upkeep of the Building/ Project @ INR 60/- per square feet of the Super Area of the Flat.

"**INR**" means Indian Rupees.

"**Maintenance Agency**" means any Person(s), nominee(s) of the Vendor, an incorporated company or association or such other agency/ body/ company appointed by the Resident Welfare Association/ Vendor who are/or shall be responsible for maintenance and upkeep of the Building/ Project.

"**Maintenance Charges**" shall mean the charges payable by the Vendee to the Vendor for the upkeep, operation, management, and maintenance of the Building/Project, including but not limited to routine, preventive, and corrective maintenance activities. Such maintenance shall be undertaken by the Vendor either directly or through a third-party maintenance agency appointed by the Vendor, at its sole discretion.

The Maintenance Charges shall cover all costs, expenses, and outlays associated with the proper upkeep, safety, security, administration, and functionality of the common areas, amenities, and services within the Building/Project. This shall include but not be limited to:

- i. **Common Area Maintenance** – Repairs, cleaning, sanitation, lighting, painting, and upkeep of lobbies, corridors, staircases, lifts, basements, driveways, parking areas, pathways, terraces, rooftops, and any other designated common spaces.
- ii. **Security & Surveillance** – Deployment of security personnel, CCTV surveillance, biometric access control, and other security measures implemented within the Building/Project.
- iii. **Housekeeping & Waste Management** – Regular cleaning, garbage collection, sewage treatment, pest control, and disposal of waste, including bio-waste and e-waste.
- iv. **Landscaping & Horticulture** – Maintenance of lawns, gardens, trees, and green areas, including irrigation systems and periodic enhancements.
- v. **Repairs & Structural Maintenance** – Repairs, renovation, painting, waterproofing, and structural upkeep of the Building/Project, excluding any repairs within individual units.
- vi. **Utility Operations & Management** – Costs related to the functioning, maintenance, and repairs of electrical, water supply, sewage, stormwater drainage, plumbing, fire safety systems, firefighting equipment, elevators, and emergency backup power generators.
- vii. **Common Facility Operations** – Expenses related to the operation and upkeep of clubhouses, gymnasiums, swimming pools, community halls, sports and recreational areas, and other shared facilities.
- viii. **Compliance & Statutory Requirements** – Costs incurred towards obtaining and maintaining regulatory permits, fire safety compliance, environmental compliance, and adherence to local municipal or governmental requirements.
- ix. **Insurance & Liability Coverage** – Premiums for any insurance policies undertaken by the Vendor to cover damages, liabilities, or unforeseen exigencies affecting the common areas and facilities.
- x. **Administrative & Management Expenses** – Expenses incurred in engaging and supervising maintenance staff, office administration, customer service, facility management, and vendor payments.
- xi. **Reserve Fund & Contingency Charges** – Any contributions made towards a sinking fund or reserve fund for future capital repairs, unforeseen maintenance expenses, or replacement of major equipment and infrastructure.

The Maintenance Charges shall be subject to periodic revision as deemed necessary by the Vendor based on market conditions, inflationary adjustments, operational costs, and regulatory compliance. The Vendee shall be obligated to pay such Maintenance Charges in the manner and at the frequency specified by the Vendor and shall not withhold or delay payments under any circumstances. However, Maintenance Charges shall expressly exclude: (a) the charges for actual consumption of utilities in the said Flat including but not limited to electricity, gas (PNG), water, which shall be charged based on actual consumption on a monthly basis and (b) any statutory payments, taxes or levies with regard to the said Flat/ Building/ Project.

“NCLT” means the National Company Law Tribunal.

“**Parking Space(s)**” means garage/covered parking number(s) ____, admeasuring ____ Mtr. in the ____ forming part of the said Flat.

“**Person**” means any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, society, any Governmental Authority or any other entity or organization.

“**RERA Authority**” means Haryana Real Estate Regulatory Authority at Gurugram.

“Resident Welfare Association” means the association formed under the Societies Act.

“Rules” means The Haryana Real Estate (Regulation and Development) Rules, 2017.

“Sale Consideration” means the sale consideration (excluding EDC/IDC, IFMS and Possession Charges more particularly defined and detailed in Schedule E) of INR _____ - **(Indian Rupees _____)** Only paid by the Vendee to the Vendor on such terms and conditions contained in the Allotment Letter and Buyer’s Agreement.

"Societies Act" means the Haryana Registration and Regulation of Societies Act, 2012 and the rules and/or any other statutory enactment or modifications thereof.

“Super Area” shall mean and include the entire covered area of the said Flat inclusive of area under periphery walls, area under columns & walls within the said Flat, areas of the wall common with other adjoining flats, cupboards, plumbing shafts, projections, pergolas, projections and balconies within the said Flat and half the area of common walls with adjoining flats, plus proportionate share of area utilized for common use and facilities, lifts etc. for the said Flat.

“TDR” shall mean Transferable Development Rights.

“TOD” shall mean Transit Oriented Development rights.

“VAT” means Value Added Tax.

"Vendee" shall have the meaning as described to it in the preamble herein.

"Vendor" shall have the meaning as described to it in the preamble herein.

2. **INTERPRETATION**

Unless the context otherwise requires in this Deed:

- a. the use of words importing the singular shall include the plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation; and
- d. reference to this Deed, or any other agreement, deed or other instrument or document shall be construed as a reference to this Deed or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.

The Vendee agrees that wherever in this Deed, it is explicitly mentioned that Vendee has understood or acknowledged obligations of Vendee or the rights of Vendor, or Vendee has given [his/her/its] consent to the actions of Vendor, or the Vendee has acknowledged that Vendee has no right of whatsoever nature, Vendee in furtherance of the same, shall do such acts, deeds or things as Vendor may deem necessary, without any protest or demur.

3. **GRANT**

The Vendor hereby irrevocably, absolutely and forever grants, sells, conveys, transfers, assures and assigns to the Vendee, the said Flat along with the undivided proportionate share in the Footprint (excluding the basement reserved for car parking and services) calculated in the ratio of Super Area of the Flat to the total Super Area of all apartments in the Building with all rights,

liberties, privileges, easements and appurtenances necessary for the full and peaceful enjoyment of the said Flat. This grant includes the right to have and to hold the said Flat, along with all ancillary rights and appurtenances, absolutely and forever, free from all encumbrances, liens, claims, or reasonable doubts, and with a clear, marketable, and defect-free title.

The Vendee, having entered into an Buyer's Agreement dated ____ with the Vendor and having paid the entire Sale Consideration amounting to INR _____/- (**Indian Rupees _____ Only**), along with the applicable charges towards EDC/IDC, IFMS, and Possession Charges, more particularly detailed in Schedule E, to the Vendor, hereby accepts the conveyance of the said Flat in accordance with the terms of this Deed. The Vendor further covenants that the said Flat, along with all rights, appurtenances, and privileges thereto, is conveyed to the Vendee with all necessary approvals, permissions, and sanctions duly obtained from the Governmental Authorities. The Vendor warrants that the said Flat is free from all encumbrances, charges, claims, or liabilities, and that no act, deed, or omission of the Vendor has or will adversely affect the Vendee's lawful rights, title, and interest of the Vendee in the said Flat.

4. PAYMENT OF SALE CONSIDERATION

- 4.1. In consideration of the aforesaid, the Vendee hereby confirms that, on or before the execution of this Deed, the entire Sale Consideration amounting to of INR _____/- (**Indian Rupees _____ Only**) and applicable charges towards EDC/IDC, IFMS, and Possession Charges subject to tax deduction at source (TDS), has been fully paid to the Vendor, as detailed in **Schedule E**.

The payments and receipts whereof the Vendor doth herein admits and acknowledges having received as above, being the full and final Sale Consideration of the said Flat. Now, nothing is due and payable by the Vendee in respect of the purchase of the said Flat.

- 4.2. A sum of INR _____/- (**Indian Rupees _____**) being applicable tax deducted at source as per the Income Tax Act, 1961 has been deducted from the Sale Consideration by the Vendee, which shall be deposited by the Vendee with the income tax authorities as per applicable law. Further, the original certificate evidencing the payment of tax deducted at source will be handed over to the Vendor by the Vendee.
- 4.3. The Vendee has already paid to the Vendor [his/her/its] share of charges paid to the Governmental Authority as per the Allotment Letter and Buyer's Agreement. The Vendor hereby acknowledges receipt of the same. The Vendee further unconditionally and irrevocably agrees that [he/she/it] shall be solely liable to pay any additional/ fresh taxes, charges, levies or cess of any nature that may be imposed or demanded by any Governmental Authority, statutory body, or local authority in relation to the said Flat, including but not limited to property tax, service tax, goods and services tax (GST), or any other tax or charge arising post the after execution and registration of this Deed. The Vendee also acknowledges that such payments shall be made promptly upon demand or as per the applicable due dates specified by the Governmental Authority, and the Vendor shall not be held liable or responsible for any non-payment, delay, or default by the Vendee in this regard.

5. VENDOR'S COVENANTS:

- 5.1. The Vendor doth hereby, for itself and its successors and assigns, covenants with the Vendee:
- 5.1.1. **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any Person or Persons lawfully or equitably claiming by/ from/ through/ under or in trust for the Vendor; made, done, committed, omitted or knowingly or willingly suffered to the

contrary, the Vendor now has in itself good right, full power and absolute authority to grant, convey, transfer and assure the said Flat hereby granted, conveyed, transferred and assured or intended so to be, unto and to the use of the Vendee in the manner aforesaid;

5.1.2. **THAT** the Vendor and all Persons having or lawfully or equitably claiming under or in trust for the Vendor, shall do all such further acts and execute such further writings as required by the Vendee, to give effect to the provisions of this Deed and effect the sale and transfer of the said Flat in the manner as contemplated herein; and

5.1.3. **THAT** all permissions/ approvals necessary or required by the Vendor for the execution and performance of this Deed have been duly obtained and the Vendor is fully authorized to enter into and perform its obligations under this Deed.

6. VENDEE'S COVENANTS:

6.1. The Vendee doth hereby, for [himself/herself/itself] and [his/her/its] successors and assigns, covenant with the Vendor:

6.1.1. **THAT** the Vendee hereby confirms that [he/she/it] has full knowledge of, or has taken independent advice from competent professionals regarding all applicable laws, rules, regulations, notifications and requirement relevant to the said Flat, Project and Said Land. The Vendee acknowledges and accepts [his/her/its] obligation to comply with all such applicable provisions. The Vendee further undertakes that [he/she/it] shall comply with and fulfill, from time to time all the requirements, requisitions, demands, repairs and obligations imposed or raised from time to time by any department/ authority/ Governmental Authority in respect of the said Flat at [his/her/its] own cost. This includes but is not limited to structural maintenance, legal compliances, or any statutory or regulatory requirements concerning the Said Flat. The Vendee agrees to keep the Vendor fully indemnified and secured from and against any loss, damage, expense, claim, or liability arising due to [his/her/its] non-compliance with the said requirements, requisitions, demands and repairs. The Vendor shall not be held responsible or liable for any act, omission, or default on the part of the Vendee concerning the Said Flat post-execution and registration of this Deed.

6.1.2. **THAT** the Vendee agrees that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

6.1.3. **THAT** the Vendee confirms that any payment towards EDC/ IDC, levied or leviable, or any increase thereof by the government or any other Governmental Authorities shall be paid by the Vendee, and the Vendee agrees to pay any further increase in EDC/IDC, (by whatever name called or in whatever form) on pro rata basis, directly to the Governmental Authorities. In case, the Vendor is required to pay, such increase of EDC/IDC to the government agencies, then the Vendee agrees to pay the same to the Vendor. The determination of the pro rata share of the Vendee by the Vendor shall be final and binding on the Vendee. The Vendee affirms that if such increased EDC/IDC is not paid, the Vendee shall be responsible and liable for all cost and consequences for such non-payment, including the liability for all actions as is available to the Vendor in accordance with the applicable law.

6.1.4. **THAT** the Vendee further agrees that if the Flat or any other right being conveyed (e.g. right to use of the Parking Space(s)) is not assessed separately for property tax, then the Vendee shall be liable to pay the same on proportionate basis as determined and demanded by the Resident Welfare Association/ Maintenance Agency or the Vendor, as the case may be, which shall be final and binding on the Vendee. If the said Flat and

Parking Space(s) are assessed separately, the Vendee shall pay for the same directly to the competent Governmental Authority on demand being raised by the said Governmental Authority.

The Vendee confirms that the said Parking Space(s) allotted to the Vendee for exclusive use, is inseparable and forms an integral part of the said Flat. The Vendee confirms that the Vendee has no right to sell/ transfer/ or deal separately with the Parking Space(s) independent of the said Flat. The Vendee undertakes to park his vehicle in the said Parking Space(s) and not anywhere else in the Project. The Vendee understands that the service areas in the basement/ stilts provided in the Building are reserved for services, use by maintenance staff etc. and shall not be used by the Vendee for parking or any other purpose.

The Vendee confirms that said Parking Space(s) earmarked for parking are meant for exclusive use for parking in the Building and does not form part of Common Areas and facilities of the said Flat/ Project constructed on the Said Land. The Vendee confirms that the Parking Space(s) shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Flat under any of the provisions of this Deed. All clauses of this Deed pertaining to use, possession, cancellation etc. shall apply *mutatis mutandis* to the said Parking Space(s).

- 6.1.5. **THAT** The Vendee confirms and undertakes that the Vendee shall be liable to pay all government rates, GST, VAT, state sales tax, central sales tax, works contract tax, one time building tax, luxury tax, building and other construction workers welfare fund, and education cess, tax on land, municipal tax, property tax, wealth tax, taxes, fees or levies or charges of all and any kind by whatever name called, whether paid or payable by the Vendor and/or its contractors (including sub-contractors), and/or levied or leviable now or in future by the Governmental Authority, municipal authority or any other department on the said Flat/ Building/ Project/ Said Land, as the case may be, as assessable or applicable from the date of allotment.
- 6.1.6. **THAT** the Vendee undertakes, assures and guarantees that [he/she/it] would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, etc. on the face/ façade of the said Building or anywhere on the exterior of the Project, buildings therein or Common Areas.
- 6.1.7. **THAT** the Vendee shall only possess the right to use the Common Areas and facilities within the Building/ tower of the Project. The Vendee shall not be entitled to claim any right to use or beneficial interest in the common areas and facilities provided by the Vendor as a part of other phases to be developed over the Said Land, unless specifically provided or defined by the Vendor.
- 6.1.8. **THAT** the Vendee undertakes and agrees not to use the said Flat for any purpose other than residential or in a manner that may cause nuisance or annoyance to other apartment owners in the Building/Project or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the Flat which tends to cause damage to any flooring or ceiling or services of any flat over, below or adjacent to the said Flat or anywhere in the said Building/Project or in any manner interfere with the use thereof of the spaces, passages, corridors or amenities available for common use. The Vendee shall indemnify the Vendor/Resident Welfare Association or the Maintenance Agency against any penal action, damages or loss due to misuse by the Vendee. The Vendee acknowledges that any other use of the said Flat other than for residential purpose shall be a breach of this Deed and shall be liable for consequences including cancellation of this Deed.

- 6.1.9. **THAT** the Vendee in order to maintain the aesthetic look of the Project undertakes and agrees not to change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
- 6.1.10. **THAT** the Vendee shall not pollute the environment and surrounding by noise or throwing or accumulating rubbish, dust, rags, garbage, etc. anywhere in the Project save and except at areas/ places specifically earmarked for these purposes and in the described manner, in the Project.
- 6.1.11. **THAT** the Vendee shall not store any hazardous or combustible goods in the said Flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any outer wall, including the load bearing wall of the said Flat.
- 6.1.12. **THAT** the Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the Resident Welfare Association and/or Maintenance Agency appointed by Resident Welfare Association.
- 6.1.13. **THAT** the Vendee shall not do any illegal activities in the said Flat which are against the Rules and which may cause damages/ loss to the neighbors and said Flat/ Project/ Said Land.
- 6.1.14. **THAT** the Vendee agrees to permit the Resident Welfare Association and/or Maintenance Agency to enter into the said Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 6.1.15. **THAT** the Vendee shall not be use the service areas and the basements in any manner whatsoever, other than those earmarked as Parking Space(s), and the same shall be reserved for use by the Resident Welfare Association for rendering maintenance services.
- 6.1.16. **THAT** the Vendee undertakes to comply with all the covenants, representations, warranties and undertakings contained herein or in the Allotment Letter/ Buyer's Agreement/ Deed and keep the Vendor, its employees, representatives, agents and/ or members/ other residents in the said Project harmless and indemnified of all claims/ actions, as may be brought by the Vendee/ [his/her/its] co-inhabitants/ [his/her] heirs (*as applicable*) or any Persons claiming through [him/her/it], and all losses, damages, penalties, attorney fee, etc., as may be suffered by the Vendor on account of any act or omission by Vendee in this regard.
- 6.1.17. **THAT** the Vendee confirms that subject to the terms and conditions of this Deed, the Vendor has conveyed to the Vendee only the following rights with regard to the said Flat:
- (a) Ownership of the area of the Flat as mentioned in **Schedule B**.
 - (b) Undivided proportionate share in the Footprint (excluding the basement reserved for car parking and services) calculated in the ratio of Super Area of the said Flat to the total Super Area of all apartments in the Building (although the Vendee shall not be making any additional payment towards the land/Footprint). It is made abundantly clear and agreed by the Vendee that no other land(s) form(s) part of this Deed, and the Vendee shall have no right title or interest of any kind whatsoever on any other land except to the extent of using such Common Areas and facilities within the Building/ Project, subject to timely payment of Maintenance Charges.

- (c) Exclusive right to use the Parking Space(s) for parking vehicles only. The Vendee hereby acknowledges that the said Flat along with the Parking Space(s) will be treated as a single indivisible unit for all purposes including the Apartment Act, and as such, cannot be transferred or let out separately. The Vendee agrees that the Vendee shall not have any claim, right, title or interest whatsoever in respect of any other parking space(s) save and except the Parking Space(s) earmarked for [his/her/its] use. The Vendor shall have sole right to deal with or dispose of other parking space(s) in the Project in the manner Vendor may deem fit.
- (d) Right to use the Common Areas and facilities within the Building / Project. Since the interest of Vendee in the Common Areas and facilities is undivided and cannot be separated, this would require the Vendee to use Common Areas and facilities within the Building/ Project harmoniously, along with other occupants, without causing inconvenience and hindrance of any kind. It is further understood and agreed by the Vendee that even if the charge for Common Areas and facilities within the Building/ Project are included in the computation of the Super Area of the said Flat, the right of the Vendee to use such Common Areas and facilities within the Building/ Project shall always be subject to timely payment of Maintenance Charges, and the Vendee shall use the Common Areas and facilities harmoniously along with other owners, maintenance staff etc., without causing any inconvenience or hindrance/ annoyance of any kind/manner to them.

6.1.18. **THAT** the Vendee acknowledges and confirms that the Vendee has not paid any amount towards any other land(s), area(s), facilities and amenities falling outside the Said Land including but not limited to those listed below, and as such, the Vendee shall have no right or interest of any nature whatsoever in the same, and the same are specifically excluded from the scope of this Deed or in the computation of the Super Area of said Flat for calculating the Sale Consideration and therefore, the Vendee has not paid any money for use of such land, areas, facilities and amenities. The Vendee acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Vendor, its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same, including their usage and manner/method of use, disposal etc., creation of rights in favour of any other Person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government or any other Person:

- (a) All lands (except the [general common areas and facilities] within the Project earmarked for common use), falling outside the Footprint of the Building, or any other facility or amenity as may be provided by the Vendor at its discretion, or as provided in accordance with the directions of any Governmental Authority(ies) including any, shops, facilities, amenities etc., even if provided in the Building / Project/ Said Land are specifically excluded from the scope of this Deed, the Vendee shall not have any right of any nature, title or interest whatsoever in such lands, areas, facilities and amenities within the Building / Project/ Said Land. The Vendee hereby gives an irrevocable undertaking to the Vendor that the Vendee shall never claim any right, title or interest on such afore- mentioned land, area, facilities and amenities, as they are specifically excluded from the scope of this Deed and are not included in the computation of Super Area of the said Flat in any manner, and for which the Vendee has not paid any money to the Vendor in any form and manner whatsoever.

- (b) The Vendee agrees and understands that the Common Areas of the Building/ Project including all facilities therein shall be transferred by the Vendor to Resident Welfare Association.
- (c) The Vendee acknowledges that the Vendor shall be carrying out development/ construction activities now and for many years in future in the entire area falling outside the Footprint of Said Land and that the Vendee shall not raise any objection or make any claims on account of inconvenience which may be suffered by the Vendee due to such developmental/construction or its incidental/related activities.

6.1.19. **THAT** the Vendee hereby confirms and agrees that the Vendor shall have the first and paramount charge on the said Flat in respect of any amount payable and outstanding by the Vendee, including but not limited to additional EDC, IDC, additional IDC, taxes, statutory levies, demands, assessments, or any other dues as specified herein or as may be levied by any authority in the future. The Vendee further agrees and acknowledges that any unpaid amount, irrespective of its nature, shall be deemed as part of the unpaid Sale Consideration for the said Flat. The Vendor shall be entitled to enforce the first charge on the said Flat to recover such unpaid dues, along with any applicable interest, costs, or charges, as per law or the terms of this Deed. This right of the Vendor shall subsist until the full payment of all amounts due and payable by the Vendee, and the Vendee shall not transfer, assign, or encumber the said Flat until such dues are cleared in full.

6.1.20. **THAT** the Vendee has understood that his/her rights with regard to the Flat are limited to those mentioned in the Deed, and the Vendee has not contracted with the Vendor for any other right of any nature whatsoever. The Vendee further understands that the Deed is strictly restricted to the FAR that may have been allocated/ utilized with respect to the Super Area of the said Flat only. The Vendee further agrees that [his/her/its] contract under this Deed is in relation to the FAR that has been allocated/ utilised for the said Flat, and not for any other FAR of any nature whatsoever. Accordingly, the Vendee agrees and confirms that [he/she/it] has no right of any nature whatsoever in the unallocated/ balance/ unutilized FAR of the entire Said Land, and the same is not in any manner part of this Deed.

The Vendee agrees and understands that the FAR is increased from time to time due to the Vendor acquiring more land or enhancement in the FAR due to any government directions from time to time, and such increased/ enhanced FAR and all the rights in the increased/ enhanced FAR shall vest with the Vendor or their subsidiaries/ associates exclusively, and shall be in addition to the unallocated/unutilized/balance FAR. The Vendor shall have the unfettered rights towards the presently unallocated/ unutilized/ balance FAR as well as the increased FAR of the entire Said Land.

The Vendee has specifically agreed and confirmed that the Vendee shall have no claim on the unallocated/unutilized/ balance FAR of the entire Said Land that exists presently and also any future increased/enhanced FAR of the entire Said Land, as the Vendee has understood that the Vendor is the sole beneficiary/owner of all the unutilized/ additional/balance FAR which is now available and as may be granted/ available in future in the entire Said Land. The Vendee has understood and agreed to this and has undertaken to abide by this condition.

6.1.21. **THAT** the Vendee agrees and acknowledges that all rights of TDR, TOD rights etc., for the Said Land in general under the present and future policies of the government, shall vest and continue to vest with the Vendor. The Vendee has understood that the Vendor is the

sole beneficiary and shall be entitled to use all the TDR, TOD rights etc. which is now available and as may be granted, available in future in the entire Said Land.

- 6.1.22. **THAT** the Vendee acknowledges that the Vendee shall have no right to raise any objection to the Vendor or its agents making any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, in relation to any unsold apartments within the Building/ Project in accordance with the approvals received from competent Governmental Authorities in this regard.
- 6.1.23. **THAT** the Vendee confirms and acknowledges that all the terms and conditions of the Buyer's Agreement, Allotment Letter shall be deemed to have been incorporated in this Deed save and except the terms and conditions of the Buyer's Agreement and/ or the Allotment Letter which are at variance with the Declaration and this Deed, in which case the terms and conditions contained in the Declaration and this Deed shall prevail.
- 6.1.24. **THAT** the Vendee confirms that all the obligations arising under this Deed in respect of the said Flat/ Building/ Project/ Said Land shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the said Flat as the said obligations go with the said Flat for all intents and purposes and the Vendee assures the Vendor that the Vendee shall take sufficient steps to ensure the performance in this regard.
- 6.1.25. **THAT** the Vendee confirms and acknowledges that the Vendee shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rules including provisions of the Apartment Act, regulation or direction by the competent Governmental Authority, and that the Vendee shall indemnify the Vendor for any damages, suits, actions, judgments, costs, losses, liability, penalty claims and expenses (including legal expenses), and/or charges that they may incur or suffer in that behalf.
- 6.1.26. **THAT** the Vendee agrees and understands that the contents of the Declaration and all the rights and obligations set out there in shall be read as an integral part of this Deed.
- 6.1.27. **THAT** the Vendee confirms that the Resident Welfare Association/ Maintenance Agency, its surveyors, agents with or without workmen and others shall have the right to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and to make good all defects, decays and repairs which the Vendee has failed to make good in spite of service of 1 (one) month notice in writing by the Resident Welfare Association/Maintenance Agency in this behalf at Vendee's cost 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 Building/ Project, and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables.
- 6.1.28. **THAT** the Vendee acknowledges and confirms that the infrastructure facilities provided by the government outside the said Project is beyond the control of the Vendor and the Vendee shall not have a right to raise any claim or dispute against the Vendor in respect of the facilities provided by the Governmental Authorities.
- 6.1.29. **THAT** the Vendee confirms and acknowledges that as and when any plant & machinery within the said Building, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, firefighting equipment, any other plant/equipment of capital nature, elevators, etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all owners including the Vendee, as the case may be on pro-rata basis

(i.e. in proportion to the Super Area of said Flat to the total Super Area of all the apartments in the Said Building/Project). The Vendor/ Resident Welfare Association or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Vendee agrees to abide by the same.

- 6.1.30. **THAT** the Vendee agrees and confirms that the Vendor has completed and discharged all its obligations as detailed under the Allotment Letter, Buyer's Agreement and this Deed and the Vendee shall have no claim on any account whatsoever against the Vendor under/or in respect of the said Flat/ Allotment Letter/Buyer's Agreement/ Deed.
- 6.1.31. **THAT** the Vendee confirms that wherever the Vendee has to make payment in common with the other apartment owners in the Building, the same shall be in proportion with the Super Area of the said Flat to the total Super Area of all the apartments in the Building. Wherever the Vendee has to make any payment in common with the apartment owners of all the buildings constructed on the Said Land the same shall be in proportion which the Super Area of the said Flat bears to the total Super Area of all the apartments in all the buildings constructed on the Said Land.
- 6.1.32. **THAT** the Vendee 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 said Flat and exclusive right to use the Parking Space(s) as the Vendor so desire to comply with the provisions of the Apartment Act.
- 6.1.33. **THAT** the Vendee acknowledges and agrees that all the terms, conditions, covenants, and obligations stipulated in the Builder Buyer Agreement dated _____, executed between the Vendor and Vendee, shall form an integral part of this Conveyance Deed to the extent they are not inconsistent with this Deed. The Vendee further undertakes to abide by and fulfill all obligations, restrictions, and conditions stipulated in the Builder Buyer Agreement, including but not limited to payment obligations, compliance with maintenance terms, usage restrictions, and adherence to the rules and regulations framed by the Resident Welfare Association or the Maintenance Agency. It is expressly agreed that any breach of the terms and conditions of the Builder Buyer Agreement by the Vendee shall be deemed a material breach of this Conveyance Deed, entitling the Vendor or any designated authority to take appropriate action as per the applicable law and the contractual provisions.
- 6.1.34. **THAT** the Vendee undertakes to join the Resident Welfare Association/ society of apartment owners formed by the Vendor under relevant provisions of the Societies Act and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Vendor for this purpose as also abide by the provisions of community living, and in terms of the deed of apartment executed / to be executed by the Vendee under the provisions of Apartment Act. The Vendee also undertakes to join the master association as and when formed by the Vendor or its nominee(s) for a part or whole of the Said Land.
- 6.1.35. **THAT** the Vendee confirms to be solely responsible to maintain the said Flat at his/her/its own cost in a good repair and condition and shall not do or suffer to be done anything in/or to the Building/Flat 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 Flat. The Vendee confirms and undertakes to keep the said Flat, 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 Flat and to ensure that

the support, shelter etc. of the said Building or pertaining to the said Building, in which the said Flat 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. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

7. DELIVERY OF POSSESSION OF THE SAID FLAT:

- 7.1. Simultaneously, with the execution of this Deed, the Vendor has delivered quiet, peaceful and vacant possession of the said Flat to the Vendee as the owner thereof, and the Vendee has accepted the same, after satisfying himself/herself/itself about the construction, water and sewerage connection etc., being made available in good order and condition by the Vendor, and the Vendee being fully satisfied and having no complaint or claim in respect of the area of said Flat, any item of work, material, quality of workmanship or on any account whatsoever in respect of the said Flat.
- 7.2. The Vendor and/ or any other Person claiming under the Vendor is now left with no right, title, interest or lien of any nature whatsoever in respect of the said Flat, and the Vendee has become the sole, absolute and lawful owner of the said Flat, and hereinafter all rights in respect thereof shall vest solely, absolutely, exclusively and irrevocably for all intents and purposes unto the Vendee.

8. MAINTENANCE OF THE PROJECT/ SAID FLAT:

- 8.1. The Vendee acknowledges and agrees that the Vendor shall be responsible for ensuring the proper upkeep, management, and maintenance of the Project/ said Flat, either directly or through a nominated Maintenance Agency or Resident Welfare Association appointed by the Vendor. To facilitate this, the Vendee shall be liable to pay to the Vendor the applicable Maintenance Charges as may be determined by the Vendor or its nominated Maintenance Agency or Resident Welfare Association. All such charges shall be payable and be paid by the Vendee to the Vendor/ Maintenance Agency/ Resident Welfare Association periodically, as and when demanded by the Vendor/ Maintenance Agency/ Resident Welfare Association. The Vendee confirms and undertakes not to raise any claim against payment of Maintenance Charges. The Vendee shall keep with the Vendor/ Maintenance Agency/ Resident Welfare Association, IFMS deposit towards payment of Maintenance Charges in order to secure adequate provision of the maintenance services and due performance of the Vendee in paying promptly the Maintenance Charges and other charges as raised by the nominated Maintenance Agency.
- 8.2. In case of failure of the Vendee to pay the Maintenance Charges or any other charges on or before the due date of payment, the Vendee shall not have the right to avail the maintenance services and the Vendor/ Maintenance Agency/ Resident Welfare Association shall have the right to adjust such defaults in the payment of Maintenance Charges and other charges from the IFMS. If due to such adjustment, the IFMS falls short, then the Vendee hereby undertakes to make good the resultant shortfall within 15 (fifteen) days from the date of demand by the Vendor/ Maintenance Agency/Resident Welfare Association, failing which the Vendee shall be liable to pay interest @18% from the due date of payment till the date of actual payment.
- 8.3. On such shortfall, the Vendor/ Maintenance Agency/Resident Welfare Association shall have the right to withhold such facilities, as may be provided by the Vendor/ Maintenance Agency/Resident Welfare Association to the said Flat and the same shall be treated as unpaid Sale Consideration of the said Flat. The Vendor/ Maintenance Agency/ Resident Welfare Association reserves the right to increase the IFMS from time to time keeping in view, the

increase in the cost of maintenance services and the defaults of the Vendee in payment of Maintenance Charges. The Vendee undertakes to pay such increases within 15 (fifteen) days of demand by the Vendor/ Maintenance Agency/ Resident Welfare Association. The decision of the Vendor/ Maintenance Agency/Resident Welfare Association for increasing of IFMS shall be final and binding on the Vendee.

- 8.4. If the Vendee fails to pay such increase in the IFMS or to make good the shortfall as aforesaid on or before its due date, then the Vendee authorizes the Vendor to treat this Deed as cancelled without any notice to the Vendee and recover the shortfall from the sale proceeds of the said Flat and the Parking Space(s) and refund to the Vendee the balance money realized from such sale.
- 8.5. The Vendee acknowledges and confirms that the Vendor/ Maintenance Agency/Resident Welfare Association reserves the sole right to modify/revise all or any of the terms of the IFMS, including the amount/rate of IFMS, Maintenance Charges, etc. It is made specifically clear, and it is so agreed by and between the Parties hereto that this part relating to IFMS, Maintenance Charges, as stipulated in this clause shall survive the conveyance of title in favour of the Vendee and the Vendor/ the Maintenance Agency/ Resident Welfare Association shall have first charge/ lien on the said Flat in respect of any such non-payment of shortfall/increases as the case may be.
- 8.6. The Vendee undertakes and agrees to comply with the rules framed by the Vendor and/ or the Maintenance Agency appointed by the Vendor or the Resident Welfare Association. Further, the Vendor and/ or Maintenance Agency or the Resident Welfare Association shall at its sole and absolute discretion have the right to alter or modify the rules in the interest of the said Project.
- 8.7. The Vendee acknowledges that the Resident Welfare Association/ Maintenance Agency shall be responsible for providing maintenance services to the Building/ Project including supply of electricity in terms of the permission to be granted by the competent authority /Governmental Authority(ies) to raise bills on the Vendee and collect payments thereof and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The Resident Welfare Association/Maintenance Agency may entrust or cause the aforesaid maintenance services to be undertaken/carried out through any Person, as deemed fit at its sole discretion. The Vendee undertakes to pay promptly without any reminders all bills and charges as may be raised by the Resident Welfare Association/ Maintenance Agency from time to time. The Vendee confirms not to withhold, refuse or delay the payment of maintenance bills raised by the Vendor/Resident Welfare Association/ Maintenance Agency or fail to abide by any of the terms and conditions mentioned herein/Builder Buyer Agreement between the Vendor and Vendee or any such terms and conditions as may be framed by the Vendor/Resident Welfare Association/ Maintenance Agency. The Vendee undertakes that the Vendee shall be entitled to use the maintenance services including the supply of electricity, if any, subject to the timely payment of total Maintenance Charges and if the Vendee fails to pay the total Maintenance Charges, then the Vendee acknowledges that the Vendee shall not be entitled to use the maintenance services including the supply of electricity as the Resident Welfare Association/ Maintenance Agency is providing the supply of electricity as an integral part of total maintenance services and not as a separate function.
- 8.8. That in order to effectively provide maintenance services to the Building/ Project, the Vendor may engage one or more maintenance agencies and entrust the work to it. Such Maintenance Agency shall be responsible, and the Vendee shall provide support and comply with all the conditions imposed by the Maintenance Agency.
- 8.9. The Vendee agrees that all sums assessed by the Resident Welfare Association/Maintenance Agency as the Vendee's share of common expenses, and remaining unpaid, shall constitute a charge on said Flat. Such a charge shall take precedence over all other charges, except for charges

related to the payment of government and local taxes, which shall have statutory priority over all other claims.

9. FURTHER REPRESENTATIONS OF THE VENDOR

The Vendor hereby further represents and declares to the Vendee as follows:

9.1. Power to Sell:

The Vendor has the absolute right, power and authority to enter into this Deed for sale and transfer of the said Flat in favour of the Vendee.

9.2. No Breach of Law:

The Vendor has not done any act or omission which would constitute a breach of any/ all laws, orders, regulations and bye laws (statutory or otherwise), made by the Governmental Authorities including the municipal corporation of the area where the Said Land is situated.

9.3. No Third-Party Rights:

9.3.1. There is no lease, license, trespasser, tenant, occupant, encroachment, etc. or any third-party rights created by the Vendor or its predecessors in title of the said Flat or any part thereof; and

9.3.2. No Person other than the Vendor, has any right, title, interest, claim or demand of any nature whatsoever in or upon the said Flat or any part/s thereof, either by way of sale, mortgage, charge, lien, gift, trust, lease, easement or otherwise howsoever.

9.4. No Borrowings:

The Vendor has neither availed any loan facility from any banks or financial institutions and/ or created mortgages over the said Flat in favour of any banks or financial institutions or any other Person, nor has the Vendor issued any guarantee in favour of any Person whatsoever.

9.5. No Pending Tax Proceedings:

There is no order of attachment either by the income-tax authorities or any other authority under any law for the time being in force, nor any notice of acquisition or requisition has been received in respect of the said Flat .

9.6. No Pending Litigation:

There are no actions, suits, claims, investigations, or any other kind of legal or quasi legal proceedings pending or overtly threatened against the Vendor and/ or the said Flat, at law or in equity, whether civil or criminal in nature, before or by any Governmental Authority.

10. Transfer to third parties:

10.1. That whenever the title of the said Flat is intended to be transferred in any manner whatsoever, the transferor shall prior to execution and registration of transfer deed, intimate the Vendor, and shall pay the outstanding maintenance and other charges payable to the Maintenance Agency, and obtain a no dues certificate before effecting the transfer of the said Flat, failing which the Vendor or the Maintenance Agency shall have the right to not recognize such transfer and further terminate providing any maintenance services to the said Flat.

- 10.2. That the Vendee further assures that whenever the title of Vendor in the said Flat is transferred in any manner whatsoever, such transferee shall be bound by all the covenants and conditions contained in this Deed and Allotment Letter and Buyer's Agreement previously entered with the Vendor.

11. Overruling Effect:

That this Deed constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior agreements or arrangements between the Parties, whether oral or written.

12. Stamp Duty & Registration Charges

The cost of stamp duty, registration charges and other incidental charges in respect of this Deed shall be borne and paid by the Vendee. It is clarified that the Vendee shall be exclusively responsible and liable for any deficiency in the stamp duty as may be determined by the concerned Sub-Registrar along with any consequent penalties/deficiencies, and/or any additional stamp duty or registration charges that may become payable due to change in applicable laws or interpretations thereof. The Vendee agrees that the Vendor shall not be liable for any deficiency, penalties, or additional amounts payable as aforesaid.

13. Further Assurances

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

14. Jurisdiction

This Deed shall be interpreted, governed and construed in accordance with the laws of India and all disputes arising out of or in relation to this Deed shall be subject to the exclusive jurisdiction of Courts of Gurugram, Haryana or any other courts of law as may be designated by the Hon'ble High Court of Punjab and Haryana for this purpose.

15. Severability

Each of the provisions contained in this Deed shall be severable, and the unenforceability of one provision shall not affect the enforceability of any other provision or of the remainder of this Deed.

The Vendee acknowledges that if any clause of this Deed 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 Deed and to the extent necessary to conform to the applicable laws and the remaining provisions of this Deed shall remain valid and enforceable in law.

IN WITNESS WHEREOF, THE VENDOR AND VENDEE HAVE SIGNED THIS DEED AT GURUGRAM, HARYANA ON THE DATE FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES;

VENDOR

WITNESS – 1

Name:

Address:

VENDEE

WITNESS – 2

Name:

Address:

SCHEDULE A

Description of the Said Land

SCHEDULE B

Description of the said Flat

Residential flat bearing number ____ having carpet area ____ **square meters** (____ **square feet**) (Super Area of ____ square meters (____ **square feet**)), located on the ____ **Floor** of [tower/ block/ building] number ____, along with garage/covered parking number(s) ____ admeasuring ____ Mtr. in the ____, in the Project known as ____, together with right to use the Common Areas and facilities in the Building/ Project, along with all rights and privileges associated with the enjoyment and use of said Flat . The said Flat is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

SCHEDULE C

Floor Plans of the said Flat

SCHEDULE D

Specifications, Amenities and Facilities part of the said Flat and Project

SCHEDULE E

Details of Payments made by the Vendee to the Vendor