

CONVEYANCE DEED

This Conveyance Deed (“**Deed**”) is signed and executed at Gurugram on this _____ day of _____ 2025;

BY

M/s Agrante Realty Limited, a company duly registered under the provisions of the Companies Act, 1956/2013, having its office at 122, IST Floor, Sector-21 Gurugram-1222017 having **PAN No. AALCA3688G** acting through its authorized signatory/representative _____ (**Aadhar No. _____**), who has been duly authorized to execute the present deed vide the Board Resolution dated _____ hereinafter referred to as “**Promoter**”/“**Vendor**”, (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);
of the **ONE PART**

IN FAVOUR OF

[If the Vendee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Vendee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, (Aadhar No. _____) authorized vide

_____, hereinafter referred to as the “Vendee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her / their assigns).

[OR]

[If the Vendee is an Individual]

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

For Agrante Realty Ltd.



Authorized Signatory

[OR]

[If the Vendee is an LLP]

_____ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration No. _____ and having its registered office at _____

_____, (PAN _____), represented by its _____ authorized partner, (Aadhaar No. _____) authorized vide resolution dated _____ hereinafter referred to as the "Vendee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include 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).

Of the **OTHER PART**

The "Vendor and the Vendee(s) shall hereinafter be individually referred to as the "Party" and collectively as "Parties".

WHEREAS:

- A. The Vendor is the absolute and lawful owner of admeasuring **6.6625 acres situated at Village babupur, Sector 106, Tehsil and District Gurgaon**, the details of which are annexed here as **Schedule 'A' ("Said Land")**;
- B. The Director, Town & Country Planning (DTCP), Haryana, Chandigarh has granted the approval/ sanction for setting up of a Deen Dayal Jan Awas Yojna plotted Colony vide License No. 106 of 2023 dated 12.05.2023 issued in the name of the Vendor vide Memo No. LC-4930/PA(VA)/2023/14495 dated 15.05.2023
- C. The Vendor has developed a Deen Dayal Jan Awas Yojna plotted Colony project "VANMAYA PREMIUM RESIDENCES" on said land **6.6625 acres situated at Village babupur, Sector 106, Tehsil and District Gurgaon, Haryana ("Project Land)**.

- D. The Vendor has registered the Project “VANMAYA PREMIUM RESIDENCES” under the provisions of the Act with the Haryana Real Estate Regulatory Authority, Gurugram on dated _____ under registration No. _____ of 2025;.
- E. On the application of the Vendee(s), the Vendor had allotted to the Vendee(s) Unit no. _____ Having carpet area of _____ square mtr. (____sq. feet.), type _____, on _____ floor in [tower / block / building] no. _____ (“**Building**”) and *pro rata* right / interest in the common areas (“**Common Areas**”) [as defined under Rule 2(1) (f) of Haryana Real Estate (Regulation and Development) Rules and the deed of declaration of the Project] (collectively hereinafter referred to as the “**said Apartment**” more particularly described in **Schedule** and the floor plan of the apartment is annexed hereto and marked as **Annexure A**).
- F. The Parties subsequently executed an Agreement for Sale dated _____ for the allotment of the Said Apartment in favour of the Vendee. The Apartment Buyer Agreement dated _____ was duly registered in the office of the Sub-Registrar, _____ on _____ vide no. _____ in book no. _____ volume no. _____.

For Agrante Realty Ltd.

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- G. For the purposes of this Deed, Common Areas shall be as provided in the declaration or lawful amendments thereto filed by the Vendor in terms of the Haryana Apartment Ownership Act 1983 and the Rules framed there under and / or any other statutory enactment or modifications thereof applicable on the said Apartment / Project.
- H. Pursuant to the completion of development of the Project, the _____ has granted the occupation certificate to the Project vide memo dated _____ bearing no _____
- I. The Vendor is in full and absolute possession and otherwise well and sufficiently entitled to sell the said Apartment forming the part of the approved layout plan of the Project and the said Apartment is free from all sorts of encumbrances, liens, and charges whatsoever.
- J. The Vendor, relying on the confirmations, representations and assurances of the Vendee to abide by all the terms, conditions and stipulations imposed by statutory authorities in respect of the Project and the said Apartment, has agreed to transfer and assign and the Vendee has agreed to acquire and possess the said Apartment together with all rights, titles and interests thereto, for a sale consideration of **Rs.** _____ (hereinafter referred to as the "**Sale Consideration**") on the mutually agreed terms and conditions mentioned herein.
- K. The offer of possession of the said Apartment was made by the Vendor to the Vendee on _____ ("**Possession Notice**") and the Vendee has duly taken possession of the said Apartment from the Vendor without any demur or protest on _____. The Vendee has now approached the Vendor to execute this Deed in respect of the transfer of the said Apartment in his favour on terms mutually agreed and recorded hereinafter.
- L. The Vendee acknowledges that the Vendor has readily provided all the information, clarifications, etc. as required by the Vendee and that the Vendee has relied solely on his own judgment and investigation while deciding to purchase the said Apartment and execute this Conveyance Deed. There is no other oral or written representation or statement, made either by the Vendor or any person claiming under him, shall be considered to be part of this Conveyance Deed.

M. The Vendee has desired that the said Apartment be now transferred to him / her and the Vendor has agreed to the same, hence this Deed.

NOW THEREFORE THIS CONVEYANCE DEED WITNESSES AS FOLLOWS:

1. That in pursuance of the aforesaid Agreement for Sale dated _____ and for a total sale consideration of Rs. _____ (Rupees _____ Only) (“**Total Price**”) paid by the Vendee to the Vendor, the receipt of which is hereby acknowledged by the Vendor, the Vendor does hereby transfer, convey and assign by way of sale unto the Vendee the entire rights, title, interest in the said Apartment No. _____ having carpet area of _____ square mtr. (sq. feet.), on _____ floor in [tower / block / building] no. _____ along with exclusive right to use _____ number of covered car parking no. _____ and *pro rata* right / interest in the Common Areas [as defined under Rule 2(1)(f) of Haryana Real Estate (Regulation and Development) Rules and the deed of declaration of the Project], with all rights, liberties, privileges, easements necessary for the enjoyment of the said Apartment absolutely and forever in favour of the Vendee subject to the terms and conditions set herein forth and permitted and laid down by the authorities on this behalf. The percentage of the undivided interest / share in the Common Areas of the Project and attributable to the Apartment as per the deed of declaration of the Project, shall not be separated from the Apartment and shall be deemed to be conveyed with the Apartment.

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2. That the Total Price along with the stamp duty amount and registration fee on this Deed has been paid by the Vendee to the Vendor in the following manner, the receipt of which the Vendor hereby admits and acknowledges:

S. No.	In Favour of	RTGS / Cheque No.	Dated	Amount (INR)
1.				
2.				
3.				

3. That the Vendee has paid his share of External Development Charges (“EDC”) and Infrastructure Development Charges (“IDC”) as applicable and payable to the Govt. or Local Authority which sum has been treated as part of the Total Price for the purpose of levy of stamp duty. The Vendee further agrees to pay any additional sum / charges which may be levied by any Govt. or local body for the provision of the any services for the Apartment. In case of revision / increment including those of EDC & IDC, the same shall be payable by the Vendee on demand by the Vendor. If such charges are increased (including with retrospective effect) and the same becomes due and payable, the Vendee shall pay the same and such "charges", shall be treated as unpaid Total Price of the said Apartment. Vendee agrees that in case of increase in EDC charges, whether prospective or retrospective, the same shall, including interest thereon, be borne by the Vendee in proportion to the carpet area of the said Apartment. For this purpose the EDC / IDC charges by the Government authorities on gross acre basis shall be deemed to have been levied on carpet area only.
4. That the actual physical vacant possession of the said Apartment has been handed over by the Vendor to the complete satisfaction of the Vendee and the Vendee has taken over the same to his complete satisfaction in respect of its area, location, dimensions, specifications etc. and there is no issue whatsoever in this regard in terms of the Agreement for Sale. The Vendee(s) has been left with no claim in this regard against the Vendor.
5. That all the taxes, charges, levies whether levied or leviable in respect to the said Apartment from the date of execution of this Deed or due date of possession of the said Apartment, whichever is earlier, shall be payable by the Vendee alone and the Vendor shall have no

obligation qua the same.

6. That the Vendee has confirmed to the Vendor that he is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project in general and the said Apartment in particular and the Vendee agrees to abide by all such laws, by-laws, rules, regulations, notifications etc. as may be made by the Govt. / Local Authority / agencies relating to the Project and the said Apartment including the terms and conditions of the Licenses and other agreement executed with the DTCP / other authorities.
7. That the said Apartment transferred / sold under this Deed is free from all encumbrances, claims, demands, lien, sale, mortgage, dispute, litigation, gift, decree court attachment, etc. The Vendee hereby confirms that he / she has inspected the said Apartment and found the same in good and satisfactory order and he is fully satisfied with the specifications of the said Apartment. All the outstanding dues for the said Apartment have been cleared / paid by the Vendor upto the date of offer of possession of the said Apartment to the Vendee, thereafter all such dues shall be the sole responsibility / liability of the Vendee.
8. That the Vendee shall comply with and carry out, from time to time even after the execution of the Deed, the requirements, requisitions, demands and repairs which are required by any Authority viz. Haryana Urban Development Authority, Director Town & Country Planning, Municipal Authority or any other Government / Competent Authorities in respect of the said Apartment and / or

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construction over the said Apartment at his own cost and keep the Vendor indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

9. That, the Vendee shall not carry out fragmentation, sub-division, partition of the said Apartment in any manner whatsoever, under any circumstances unless so permitted by rules, law laid down by the authorities and such permission has been obtained by the Vendee, failing which the Vendee shall be solely and exclusively liable for all consequences arising there from.
10. That the Vendee agrees to enter / has entered into a maintenance agreement (hereinafter referred to as the “**Maintenance Agreement**”) with a maintenance agency or any other body corporate, firm, association or society of residents of the Project (hereinafter referred to as the “**Maintenance Agency**”) as may be appointed / appointed by the Vendor or the association of residents for the maintenance and upkeep of the Common Areas of the Project. The Vendee undertakes to pay on pro- rata basis the maintenance charges with effect from the date of offer of possession, irrespective of whether the Vendee is in occupation of the said Apartment or not and to deposit Interest Free Maintenance Security Deposit (hereinafter referred to as the “**IFMSD**”) with the Maintenance Agency.
11. The Vendor and / or the Maintenance Agency appointed by the Vendor shall maintain and upkeep the Common Areas of the Project until the same are transferred / assigned to the association or society of the residents of the Project.
12. The Vendee agrees to pay contribution to maintain a replacement / sinking fund from the date of offer of possession of the Apartment by the Vendor. As and when any plant, machinery and equipment installed in the Project requires major repairs, replacement, up gradation, additions etc., the cost thereof shall in the first instance be met from out of the said replacement / sinking fund. Any shortfall shall be paid and contributed by all the residents in the Project on pro-rata basis (i.e. in proportion to the carpet area of their respective apartments. The Vendor or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Vendee agrees to abide by the same.

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13. That the Vendor shall indemnify and keep indemnified the Vendee from and against all demands, claim, losses that may be suffered by the Vendee arising on account of any defect in the title of the Vendor to the said Apartment and / or the Licensed Land. The Vendee shall indemnify and keep indemnified the Vendor from and against all demands, claim, losses that may be suffered by the Vendor due to breach of any of the terms of this Deed by the Vendee.
14. That the Vendee also undertakes to pay regularly on demand all the charges including taxes, levies and other demands of the government whether levied and leviable in future in proportion to the carpet area of the said Apartment allotted to him / her if the said Apartment is not separately assessed. In the event of any increase in such charges whether prospective or retrospective, these charges shall be treated as unpaid sale consideration of the Apartment and the Vendor shall have lien on the said Apartment of the Vendee for recovery of such charges.
15. That the Vendee shall have the right to the use the Common Areas of the Project subject to timely payment of maintenance charges. If the maintenance charges are not paid by the Vendee regularly on or before its due date, then the Vendee may not have the right to use the Common Areas and the Maintenance Agency shall be entitled to put restrictions on the use of the Common Areas on the Vendee.

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16. That the Vendee shall not use or allow to use the said Apartment for any purpose other than residential, or in any manner that may cause nuisance or annoyance to occupants of other apartments in the Project 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 services of any apartment adjacent to the said Apartment or anywhere in the Project. The Vendee hereby agrees to indemnify the Vendor against any penal action, damages or loss due to misuse for which the Vendee or any person claiming under him shall be solely responsible for the same.

17. The Vendee hereby undertakes not to carry out any construction work or encroachment in the vacant area or Common Areas. The Vendee further undertakes, assures and guarantees that he / she would not put any sign-board / name-plate, antenna and / or other telecommunication or other communication equipment, neon light, publicity material or advertisement material etc. or hang laundry for drying on the face / facade of the building or anywhere on the exterior of the Apartment, Project, buildings therein or Common Areas. The Vendee shall also not change the colour 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. Further the Vendee shall not store any hazardous or combustible goods in the Apartment and Parking (if applicable) or place any heavy material in the common passages or staircase of the building and / or any part of the Project. The Vendee shall ensure that he / she will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. The Vendee shall also not remove any wall, including the outer and load bearing wall of the Apartment and Parking (if applicable), as the case may be.

18. That the Vendee shall have the exclusive ownership right only in respect of the said Apartment and shall have only proportionate indivisible rights in the Common Areas, developed and / or to be developed by the Vendor. The Vendee or any other person(s) claiming through the Vendee shall not be entitled to bring any action for partition or division of the Common Areas, or any part thereof. The Vendee doth hereby agrees and confirms that he shall not create any blockages, elevations, constructions in the Common Areas and shall indemnify the Vendor for any losses and damages to the Vendor for any of its acts of omission or commissions in this regard.

19. The Vendee understands that the total FAR on the Licensed Land / “VANMAYA PREMIUM RESIDENCES” may be allocated by the Vendor to each phase at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase. The Vendee has understood the same and undertakes not to raise any dispute in this regard. The Vendee agrees and understands that if the FAR is increased by the competent authority beyond the current applicable FAR, the Vendor shall have the exclusive right and ownership on the additional FAR. The Vendor shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the other portions of Licensed Land and revise the layout and / or building plans as per the approvals granted by the competent authority and as per the Applicable Laws for the other portions of the Licensed Land. The Vendee further agrees and confirms that any such additional construction shall be the sole property of the Vendor, which the Vendor shall be entitled to dispose of in any manner it chooses. The Vendee further agrees and confirms that the Vendor may migrate the existing FAR of the Project towards the other parts of the Licensed Land. The Vendee hereby provides its unconditional and unequivocal no objection and consent under the Applicable Laws for additional construction and / or revision in plans undertaken by the Vendor for the reasons mentioned above.
20. The Vendee hereby agrees, acknowledges, and understands the below mentioned facts and provides irrevocable and unconditional consent for the same and further undertakes that the Vendee shall not raise any demand, claim, dispute, or objection whatsoever in this regard:

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“VANMAYA PREMIUM RESIDENCES” refers to the Deen Dayal Jan Awas Yojna Plotted Colony Project being developed by the Vendor on the land admeasuring **6.6625 acres situated at Village Babupur, Sector 106, Tehsil and District Gurgaon.**

- a) The Apartment along with the parking, if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Vendee independent to the other.
21. That the Vendor, at its sole option, after getting the permission to receive the bulk electric supply, shall supply the electricity to the Vendee and the Vendee agrees to take the electric supply from the Vendor / Maintenance Agency. The Vendee herein undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Vendor / Maintenance Agency / electricity power distribution companies, in proportionate share as determined by the Vendor / Maintenance Agency / electricity power distribution companies of all deposits, securities and charges paid or payable by the Vendor / Maintenance Agency to whom permission to receive bulk supply and distribute the same is granted. The Vendee agrees to enter into and execute the power supply agreement and / or all or any other documents, as may be required for this purpose. The Vendee further undertakes that it shall not default in payment of the bills, charges, meter rentals etc. of electricity consumption charges as demanded by the Vendor / Maintenance Agency. The Vendee hereby give his irrevocable consent to the Vendor to adopt or not, at their sole discretion, the prepaid services under single point / bulk supply of electricity to Project. If the prepaid mode of availing the service is adopted, the prepaid meters will be installed, which will facilitate use of electricity after advance payment only.
22. That the Vendor may make provisions for common water supply to the Project and Vendee herein undertakes to pay on demand to the Vendor / Maintenance Agency, the charges / bills as determined by the Vendor / Maintenance Agency towards providing the same. The Vendee further undertakes that it shall not default in payment of the bills, charges etc. of water consumption charges as demanded by the Vendor / Maintenance Agency.
23. The Vendee agrees that power back-up for the installed electrical load for the Apartment shall be made available subject to timely payment of maintenance charges by the Vendee. The Vendee shall not be entitled to claim any damage / loss whether direct or consequential

from the Vendor / Maintenance Agency or any entity providing the power back-up in the event of low voltage, low frequency, inconsistent, erratic or non-availability of such power back-up or any failure due to any reason beyond the control of the Vendor and / or the Maintenance Agency / any other entity providing the power back-up. The provision for the power back-up shall be done through DG Sets, capacity for which shall be decided by the Vendor considering a suitable diversity and load factor and shall be subject to the Applicable Laws. The Vendee shall make use of energy-efficient light fixtures and fittings.

24. The structure of the building / Project shall be insured by the association of allottees or Maintenance Agency (on behalf of the association), against the risks of fire, earthquake, lightning, riots and civil commotion, terrorism and other perils and the premium cost thereof shall be payable proportionately by the Vendee as and when demanded by the association of allottees / Maintenance Agency, as the case may be. The Vendee shall not do or permit to be done any act which may render void or voidable such insurance or cause any increase in the premium payable in respect thereof for which the Vendee shall be solely responsible and liable. However, insurance, if any, of any items / things / articles

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Inside the Apartment and third party risk shall be solely at the risk and cost of the Vendee.

25. That the Vendee hereby agrees that he / she shall abide by the terms and conditions of this Deed and the applicable laws and should there be any contravention or non-compliance of the provision of this Deed, the Vendee shall be solely liable for the same. If any loss is caused due to any acts of the Vendee to the Vendor / their nominee, the Vendee undertakes to keep the Vendor, its officers, employees indemnified and harmless against all such losses and against all the consequences of breach by the Vendee of any of the terms and conditions of this Deed or any law for the time being in force at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses etc. The Vendee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commissions and omissions on his / her part, representatives and / or any other person claiming under / through him.
26. That, the name of the Project i.e. VANMAYA PREMIUM RESIDENCES”, shall not be changed under any circumstances by the Vendee. The Vendee agrees to use the word _____ in all references for the address of the Apartment.
27. The Vendor shall not be responsible for any defect or damage caused to the said Apartment of the Building by any act of providence, insurrection, civil riot, third party, delay in taking possession by the Vendee or occupants of other apartments in the said Building. The five year defect liability period in terms of the Act shall be reckoned from date of possession of the said Apartment.
28. All costs of stamp duty, registration fee and other miscellaneous / incidental expenses including documentation charges and legal fees and charges for execution and registration of the Deed shall be borne and paid by the Vendee. If any other charges become payable under law or demanded by any concerned authority, then the same shall be paid and borne by the Vendee only. If the Vendor incurs any expenditure towards registration of the Apartment, the same shall be reimbursed by the Vendee to the Vendor.
29. Vendee shall strictly comply with Rules, regulations, conditions and restrictions set forth in the Deed and bye-laws as framed by the Vendor from time to time. Vendee shall not be

entitled to exempt his future transferees from the liability for his contribution towards maintenance and other charges, as he has already agreed to pay the same by executing a Maintenance Agreement and all such charges, if remain unpaid shall constitute a charge on the Apartment of the Vendee. Vendee shall ensure that on further transfer of the said Apartment, the transferee shall be jointly and severally liable with the Vendee for all unpaid assessments of his share of the common expenses. The future transferee shall substitute himself in place of the present Vendee in the said Maintenance Agreement and all future transfers shall have reference to the rights of present Vendor in respect of the charge on the Apartment as explained above and also the agreement in respect of accepting the terms and conditions of the present Deed.

30. Any references in this Deed to anyone gender, masculine, feminine or neuter, includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires.
31. This Deed shall be governed by the laws of India and the courts of Gurugram shall have exclusive jurisdiction to entertain and adjudicate any dispute arising between the Parties under this Agreement.

SCHEDULE OF THE SAID APARTMENT

North: _____

For Agrante Realty Ltd.

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South: Apartment

No. _____

East Apartment No. ____

West: ____

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS CONVEYANCE DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

For & on behalf of Agrante Realty Ltd

For & on behalf of
Vendee(s):

Authorized Signatory

Name: _____

WITNESSES:

1.

Signature:

Name:

Address:

2.

Signature

:

Name:

Address:

For Agrante Realty Ltd.

Schedule 'A'
(Details of Land)

ANNEXURE A

FLOOR PLAN OF THE APARTMENT

For Agrante Realty Ltd

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